



## MEMORANDUM

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

**DATE:** March 3, 2021

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

**SUBJECT:** Notice of Workshop/Committee Meetings – Thursday,  
March 4, 2021, 5:30 p.m., VIRTUAL MEETING via ZOOM

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The Committees of the Board of Education will meet on Thursday, March 4, 2021, 5:30 p.m. In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96, Frontier Channel 6096), streamed live at <https://youtu.be/ljMI84K2s54> or listened to via teleconference by calling 1-701-802-5303 with access code 7755337. For additional information regarding agenda items please visit [www.waterbury.k12.ct.us/board](http://www.waterbury.k12.ct.us/board) and refer to the March 4, 2021 Meeting Agenda.

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

## AGENDA

### **SILENT PRAYER**

### **PLEDGE ALLEGIANCE TO THE FLAG**

### **PUBLIC SPEAKING** (see above)

1. Committee of the Whole/10 minutes ~ Waterbury Voices – Co-chairs Dr. Ruffin and Chief Spagnolo.
2. Committee on Building & School Facilities/10 minutes ~ Update: 116 Beecher Avenue Property – W. Clark.
3. Superintendent's Update ~ Dr. Ruffin.
  - a) International School/Dual Language Program
  - b) Magnet Schools expansion
  - c) Full Day of School
4. Committee of the Whole/10 minutes: ~ School Reports – N. Buckley, J. Epperson.
5. Committee on Finance/5 minutes ~ Request approval of a Student Teacher Practicum Affiliation Agreement with Alternate Route to Teacher Certification (ARC) for Alternate Route to Certification Student Practicum Placement Program – J. Mendoza.

6. Committee on Finance/3 minutes ~ Request approval of a Professional Services Agreement with Family and Children's Aid, Inc. to provide consulting services under the School Readiness Quality Enhancement Grant – D. Schwartz.
7. Committee on Finance/5 minutes ~ Request approval of an Agreement with Waterford Country School, Inc. to provide special education services to students – D. Schwartz.
8. Committee on Finance/5 minutes ~ Request approval of a Student Intern Affiliation Agreement with Southern Connecticut State University for Social Work Student Internships – D. Schwartz.
9. Committee on Finance/3 minutes ~ Request approval to apply for the CSDE Career and Technical Education Secondary Special Populations Recruitment and Retention Grant – L. Allen Brown, M. Merati, D. Schwartz.
10. Committee on Finance/3 minutes ~ Request approval to apply for the CSDE Promoting Financial Literacy in Middle School Statewide Grant 2021 – L. Allen Brown, M. Merati, D. Schwartz.
11. Committee on Finance/5 minutes ~ Request approval of a Construction Contract with SK Mechanical, LLC for the Walsh School Boiler Replacement Project – W. Clark.
12. Committee on Finance/5 minutes ~ Request approval of Amendment #1 to the Agreement with Stanley Convergent Security Solutions, Inc.– W. Clark.
13. Committee on Finance ~ FYI - January Monthly Expenditure Report – D. Biolo.
14. Committee on Policy & Legislation/5 minutes ~ Position statement regarding ECS funding/formula – Commissioner Sweeney.
15. Committee on Policy & Legislation/5 minutes ~ Request approval of revised Policy 4000.1 – Title IX (staff) – Attorney Shaw.
16. Committee on Policy & Legislation/5 minutes ~ Request approval of new Policy 5145.44 – Title IX (students) – Attorney Shaw.
17. Committee on Policy & Legislation/10 minutes ~ Discussion – revised and proposed policies: - Commissioner Sweeney, Attorney Shaw.
  - a) Suggested revisions to Policy 9010/ Bylaws of the Board (from Policy & Legislation Committee meeting of 2/25/21).
  - b) Draft 2 of proposed new policy 9012/Powers, Purposes, and Duties (from Policy & Legislation Committee meeting of 2/25/21).
  - c) Draft 2 of proposed Appendix A/Board of Education Member Handbook (from Policy & Legislation Committee meeting of 2/25/11).
18. Superintendent's Notification to the Board/5 minutes:
  - a. Waterbury Career Academy STEM After-school Program appointments:

|                                  |                 |                                  |
|----------------------------------|-----------------|----------------------------------|
| <i>Administrator:</i>            | Jade L. Gopie   | Jennifer Franceskino (alternate) |
| <i>Teachers:</i>                 | Christina Tietz | Ericka Boutote                   |
| <i>Administrative Assistant:</i> | Sydney Molina   |                                  |
  - b. Commissioner's Network/SIG Appointments:

| <u>NAME</u>       | <u>SCHOOL</u> | <u>TITLE</u>                            |
|-------------------|---------------|-----------------------------------------|
| Shortt, Katia     | WMS           | Science Instructional Tutor/SIG         |
| Torres, Lianne    | WMS           | Math Instructional Tutor/SIG            |
| Pelosi, Emily     | WMS           | After-school Math Teacher/Comm. Network |
| Meringer, Cynthia | WMS           | After-school Math Teacher/Comm. Network |
| Banks, Melissa    | WMS           | Social Studies Tutor/SIG                |
| Greene, David     | WMS           | ELA Instructional Tutor/SIG             |



c. Extended School Hours (ESH) appointments:

| SCHOOL      | LAST NAME  | FIRST     | ASSIGNMENT                  |
|-------------|------------|-----------|-----------------------------|
| Bunker Hill | Brayton    | Katie     | Teacher                     |
|             | Santulli   | Nicole    | Paraprofessional            |
|             | Gannon     | Danielle  | Substitute Teacher          |
|             | Jones      | Imani     | Sub. Admin./or Sub. Teacher |
|             | Mastrianna | Catherine | Substitute Teacher          |
|             | Sagendorf  | Janet     | Administrator               |
| Tinker      | Wehry      | Nina      | Secretary                   |
|             | Ciarlo     | Marion    | Substitute Teacher          |
| Duggan      | Peters     | Courtney  | Substitute Teacher          |

d. Resignations:

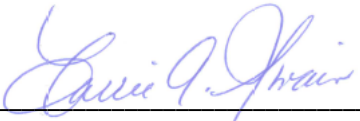
Alberstadt, Karyn – CHS ELA, effective 02/25/21,  
Carroll, Amy – Reed Special Education, effective 03/17/21.

e. Retirements:

Quattrociocchi, Domenic – WAMS Social Studies, effective 06/30/21.  
Rek, Lori – WMS ELA, effective 06/30/21.  
Tasimi, Donika – Generali ESL, effective 08/31/21.  
Van Amburg, Sandra – Kingsbury Art, effective 03/31/21.  
Warhola, Gayle – WSMS Special Education, effective 03/22/21 (date correction).  
Williams, Richard – WMS Math, effective 06/30/21.

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

**ADJOURNMENT**

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education



WATERBURY  
Public Schools

*Today's Students, Tomorrow's Leaders*

# 116 Beecher Street School Options March 4, 2020

Presented by William F. Clark, Chief Operating Officer

# Summary of Sub-Committee Review

- ▶ Sub-Committee Review
  - ▶ William Clark, Will Zhuta, Jeff Hunter, Charlotte Shocki, George D'Agostino
- ▶ The School building is 40,122 square feet.
  - ▶ The First floor includes the following:
    - ▶ Full gym, stage, kitchen area (gym serves as cafeteria as well);
    - ▶ 4 classrooms in the addition section of the building on the gym level;
    - ▶ Administrative space/office by the front door facing Beecher Street;
    - ▶ 3 classrooms and a library (could be a 4<sup>th</sup> classroom) in the original building section;
  - ▶ The Second Floor includes the following:
    - ▶ 4 classrooms in the addition section (one of these set up as a science room);
    - ▶ 1 additional room that could be used as an office, pull out services or meeting room;
    - ▶ 4 classrooms in the original building section;

# Summary of Sub-Committee Review Cont.

- ▶ The Basement Level includes the following:
  - ▶ 2 rooms of 750 square feet which could potentially be converted to classroom or other education support space;
  - ▶ 2 rooms smaller rooms of 200 square feet used for storage
- ▶ Convent
  - ▶ 7,458 square feet (note the convent appears to be in need of a larger scale renovation or retro-fit to use based on the operational needs of the District)

# Potential School/Program Configuration

- ▶ Neighborhood Elementary School
- ▶ Pre-K Support
- ▶ ELL/Language Support Need
- ▶ SPED Support
- ▶ Destination Program for District
  - ▶ Dual Language
  - ▶ International School
- ▶ Pre-K-8 Potential

# 116 Beecher Street



# 116 Beecher Street Neighborhood





# Neighborhood Enrollment Facts

|                 | K  | 1  | 2  | 3  | 4  | 5  |     |
|-----------------|----|----|----|----|----|----|-----|
| Bucks Hill      |    | 2  |    |    | 1  |    | 3   |
| Chase           | 13 | 20 | 16 | 19 | 13 | 18 | 99  |
| Generali        | 1  | 3  | 2  | 5  | 1  | 3  | 15  |
| Hopeville       | 7  | 6  | 8  | 4  | 5  | 5  | 35  |
| Gilmartin       |    |    |    | 1  |    |    | 1   |
| Maloney         | 2  | 2  | 6  |    | 5  | 2  | 17  |
| Walsh           |    | 1  | 1  | 1  | 4  | 2  | 9   |
| Rotella         | 2  | 2  | 3  | 1  | 1  |    | 9   |
| Carrington      |    |    |    |    | 1  |    | 1   |
| Wallace Academy |    |    |    |    | 1  | 1  | 2   |
|                 | 25 | 36 | 36 | 31 | 32 | 31 | 191 |
| Max Students    | 40 | 48 | 50 | 50 | 56 | 56 |     |

## Neighborhood Enrollment Facts cont.

| ELL Students |    |  |
|--------------|----|--|
| Bucks Hill   | 4  |  |
| Chase        | 58 |  |
| Generali     | 9  |  |
| Hopeville    | 26 |  |
|              | 97 |  |

| Special Ed Students |    |    |  |
|---------------------|----|----|--|
| Bucks Hill          | 1  | 1  |  |
| Chase               | 34 | 34 |  |
| Generali            | 2  | 2  |  |
| Hopeville           | 10 | 10 |  |
| Gilmartin           | 3  | 3  |  |
| Maloney             | 4  | 4  |  |
| Carrington          | 4  | 4  |  |
|                     | 58 | 58 |  |

# Comparable School Information

## Elementary Schools

|             |        |              |
|-------------|--------|--------------|
| Bunker Hill | 53,256 | square feet; |
| Hopeville   | 59,000 | square feet; |
| Kingsbury   | 46,842 | square feet; |
| Tinker      | 54,976 | square feet; |
| Washington  | 41,118 | square feet  |

PreK-8 Schools in the District average a much larger footprint as follows:

|            |        |              |
|------------|--------|--------------|
| Carrington | 76,264 | square feet; |
| Duggan     | 75,418 | square feet; |
| Gilmartin  | 76,151 | square feet; |
| Reed       | 72,000 | square feet  |

|                           |               |                    |
|---------------------------|---------------|--------------------|
| <b>116 Beecher Street</b> | <b>40,122</b> | <b>square feet</b> |
| <b>Convent</b>            | <b>7,458</b>  | <b>square feet</b> |

# Sub-Committee Recommendation

- ▶ School should support District and Neighborhood
- ▶ ELL/Dual Language/International School Meets Need
- ▶ PreK-8 Program Possible Over Time
- ▶ Elementary Option Available
- ▶ Sustainable Funding and Long Term District Planning Necessary
  - Infrastructure Needs
  - Transportation Impacts
  - Program Design and Alignment with Reimagining Education

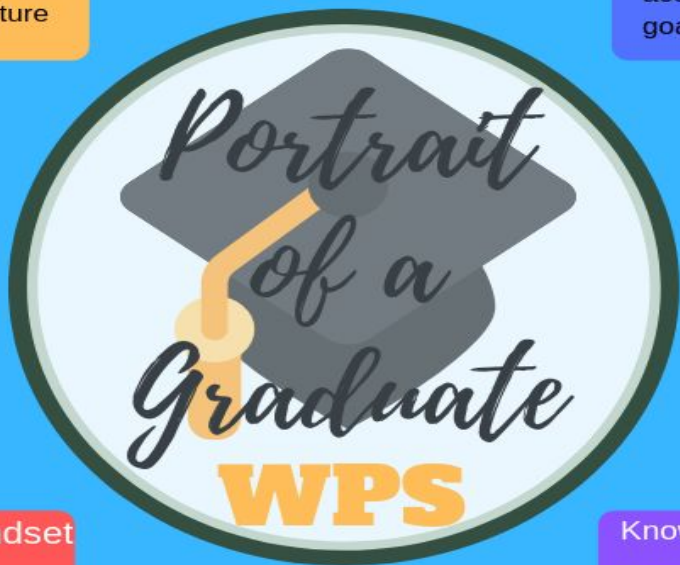
## **WATERBURY PUBLIC SCHOOLS MISSION STATEMENT**

- The mission of Waterbury Public Schools is to inspire and prepare every student to be successful in and beyond school.

# **WATERBURY PUBLIC SCHOOLS**

## **CORE VALUES**

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



### Communicator

Speak and write effectively to communicate ideas

### Collaborator

Work cooperatively with others to accomplish goals and tasks

### Life-long Learner

Understand, appreciate, and model a life-long love of learning

### Knowledgeable

Prepared with the knowledge and skills necessary for life beyond HS

### Problem Solver

Generate and recognize original ideas, alternatives and make connections

Social and Emotionally Intelligent  
Respect the differences in people and their ideas and culture

### Grit

Sustain interest in and put effort towards short and long term goals in spite of obstacles

### Growth Mindset

Work through challenges showing perseverance, resilience and self-advocacy

# PORTRAIT OF A GRADUATE



# Waterbury Public Schools

## Noreen Buckley-Assistant Superintendent of Schools

- District SEL Committee
- District Wide Attendance Awareness Committee
- District Website Redesign Committee
- W. Cross project
- International Dual Language School
- NISL
- CSDE Diversity Team

# Waterbury Public Schools

## Noreen Buckley-Assistant Superintendent of Schools

- Extended Academic Support ( Summer School)
- Extended School Hours
- 21<sup>st</sup> Century Program
- Prevention Workers: Collaborate with representative from DCF to establish a task force to serve the district.
- Provide Professional Learning on a monthly basis to principals at the Principals Forum

| School Name<br>** SIG School | Administrator:<br>* New Administrator | Grades<br>Served | Enrollment | Certified Staff | Non-Certified<br>Staff | Special Programs                                               | After School Programs-ESH, 21st Century and SDE |
|------------------------------|---------------------------------------|------------------|------------|-----------------|------------------------|----------------------------------------------------------------|-------------------------------------------------|
| Bucks Hill Annex             | Amy Simms                             | Pre-K 3 & 4      | 235        | 19              | 14                     |                                                                |                                                 |
| **Bucks Hill                 | *Maria Jimenez                        | K-5              | 588        | 46              | 40                     | CBL (Content Based Learning) & Bilingual                       | ESH                                             |
| Regan                        | Angela Razza                          | K-5              | 207        | 16              | 16                     |                                                                | ESH and 21st Century                            |
| **Sprague                    | Diane Bakewell                        | Pre-K-5          | 387        | 35              | 23                     |                                                                | ESH                                             |
|                              |                                       |                  |            |                 |                        |                                                                |                                                 |
| **Driggs                     | Michael Theriault                     | Pre-K-5          | 452        | 37              | 36                     |                                                                | ESH and 21st Century                            |
| Kingsbury                    | Erik Brown                            | K-5              | 465        | 34              | 23                     |                                                                | 21st Century                                    |
| **Walsh                      | Ellen Paolino                         | Pre-K-5          | 380        | 31              | 25                     |                                                                | ESH and 21st Century                            |
| **Wilson                     | Jennifer Rosser                       | Pre-K-5          | 426        | 35              | 36                     | Behavior Disorder Learning Center                              | ESH and 21st Century                            |
|                              |                                       |                  |            |                 |                        |                                                                |                                                 |
| Bunker Hill                  | *Linda Leyhow                         | Pre-K-5          | 466        | 36              | 24                     | Behavior Disorder Learning Center                              | ESH                                             |
| **Hopeville                  | *Erika Lanza                          | K-5              | 479        | 40              | 19                     | Bilingual                                                      | 21st Century                                    |
| Maloney                      | Donna Cullen                          | Pre-K-5          | 604        | 48              | 42                     | Special Education Programs for Pre-K 3 & 4, AM and PM Sessions |                                                 |
| Tinker                       | *Imani Jones                          | K-5              | K-5        | 37              | 22                     |                                                                | ESH and 21st Century                            |
| **Washington                 | Inez Ramirez                          | Pre-K-5          | 289        | 25              | 15                     |                                                                | ESH and 21st Century                            |
|                              |                                       |                  |            |                 |                        |                                                                |                                                 |
| Chase                        | Lori Eldridge                         | Pre-K-5          | 822        | 56              | 36                     | Bilingual                                                      | ESH                                             |
| Generali                     | Kathy Daversa                         | K-5              | 543        | 42              | 42                     | Applied Behavior Analysis                                      | ESH                                             |
| Rotella                      | Robin Henry                           | Pre-K-5          | 614        | 46              | 38                     |                                                                |                                                 |
| Wendell Cross                | Debra Ponte                           | Pre-K-5          | 331        | 27              | 21                     |                                                                | ESH                                             |

## ESH Program Overview:

ESH programs provide academic enrichment and support and recreational programs after the regular school day has ended.

Students from grades K-5 and grade 6 at Wallace Middle School are primarily selected based on assessment data and the program operated three days per week for two hours.

There are 17 virtual schools participating and there are several local and regional vendors providing virtual programs.

Average Instructional Hours: 2 per day

## Vendors:

- Mystic Aquarium
- Animal Embassy
- Little Scientists
- School Specialty
- Children's Museum
- Fitness Furry
- Flanders Nature Center
- Prismatic Magic
- The Munton Group
- Connecticut Science Museum
- Frieda B.
- Scholastic
- B&G Sports
- Oriental Trading



# Professional Learning Opportunities for All Staff



## **Google Educator Certification**

601 Google Certified Educators in WPS

Google Classroom is our current learning management system

All staff use Google to communicate with colleagues, students, and families

These courses advance in professional learning while validating proficiency with Google's tools for the classroom

Each course is 13 hours & ends with a 3 hour exam



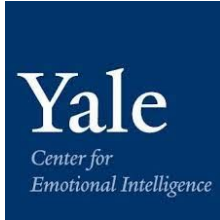
## **Kami Certification**

1-2 hour Kami Certified Educator program

All staff have Kami

Transforms all static documents, PDFs, images, or other learning resources into an interactive experience for students

# Professional Learning Opportunities for All Staff



## **Yale SEL Course**

**"Social and Emotional Learning in Times of Uncertainty and Stress: Research-Based Strategies"**

**10 hour asynchronous course**

**Create an action plan to enhance their personal & professional growth.**

**All participants receive a certificate authorized by Yale University**



## **Sanford Inspire**

**70 Modules focused on SEL & Best Teaching Practices**

**Personalized professional development based on interests and focus areas**

**30- and 60-minute courses easily fit into hybrid schedule**

**End-of-course assessments & certificates of completion**



## **ACES "WIN" Wednesdays**

**Professional learning sessions for the entire school year.**

**Variety of topics offered**

**Live sessions are Wednesdays at 9:00, 10:30, 12:30 and 2:00**

**Asynchronous sessions which can be accessed on any day of the week**



**WATERBURY**  
Public Schools

*Today's Students, Tomorrow's Leaders*

## Chronic Absenteeism as of 2/26/2021

### Trends Since October

| Lowest Rates                                                                                                                       |             | Improving Rates <sup>*</sup> (see table below)                                                                                 |        |        |        |        | Highest Rates                                                                                       |        |
|------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------|--------|--------|--------|--------|-----------------------------------------------------------------------------------------------------|--------|
| Rotella School (9.6%)<br>Regan School (11.0%)<br>Maloney School (11.2%)<br>Generali School (12.2%)<br>Wendell Cross School (13.6%) |             | Driggs (-17 % points)<br>Bunker Hill (-15% points)<br>Generali (-14% points)<br>Walsh (-14% points)<br>Hopeville (-12% points) |        |        |        |        | Bucks Hill (31.3%)<br>Kingsbury (30.3%)<br>Sprague (29.7%)<br>Hopeville (27.1%)<br>Washington (27%) |        |
|                                                                                                                                    | School      | Day 38                                                                                                                         | Day 48 | Day 58 | Day 69 | Day 78 | Day 89                                                                                              | Day 98 |
|                                                                                                                                    | Bunker Hill | 40.4                                                                                                                           | 33.5   | 27.9   | 27.7   | 26.5   | 26.5                                                                                                | 25.5   |
|                                                                                                                                    | Driggs      | 46                                                                                                                             | 32.2   | 32     | 34.5   | 38.1   | 33                                                                                                  | 29.4   |
|                                                                                                                                    | Generali    | 27.6                                                                                                                           | 21.2   | 20.4   | 19.1   | 16.8   | 14.3                                                                                                | 13.1   |
|                                                                                                                                    | Hopeville   | 39.1                                                                                                                           | 37     | 24     | 28.2   | 28.6   | 27.6                                                                                                | 27.3   |
|                                                                                                                                    | Walsh       | 38.9                                                                                                                           | 32.4   | 26.6   | 26.5   | 27.1   | 24.9                                                                                                | 24.8   |



School staff have worked to provide a number of supports to keep our students connected and engaged during this pandemic. From Tier 1 interventions of timely communication with families and ensuring access to technology to Tier 3 interventions of connecting students to necessary resources, the focus has been on responding to families' individual needs. The elementary schools were a part of the rolling out of "Project Waterbury" where they use 211 services through Wellmore as an additional means of connecting families to needed assistance.



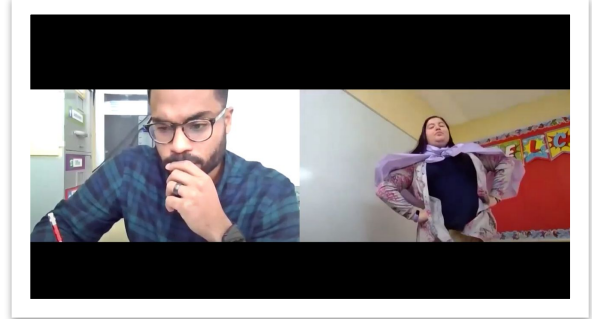
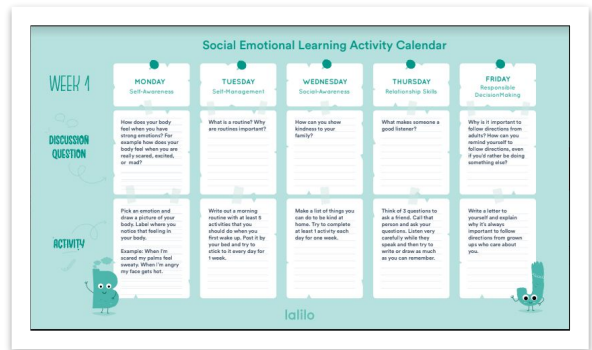


WATERBURY  
Public Schools

Today's Students, Tomorrow's Leaders

## Promoting Social Emotional Learning (SEL)

Elementary schools have been intentional about implementing SEL to support the emotional wellness of our students. Schools use daily prompts and activities to address the 5 competencies of SEL, give creative SEL tips on daily announcements and have hosted family nights to dialogue with parents about the importance of SEL. Specific schools have built new partnerships with Family and Children's Aid (FCA) and Community Mental Health Affiliates (CMHA) to address the mental health needs of students.



## What Is SEL?

Social & Emotional Learning

- process through which children and adults understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions.



Family & Children's Aid  
Improving children's emotional and behavioral health



CMHA  
Community Mental Health Affiliates

# Waterbury Public Schools-ELA

## **Adjustments to Support Reading Instruction**

- Begin each day with a read-aloud from the reading program with a focus on building language, knowledge, and vocabulary.
- Teach virtual phonics lessons live instead of assigning asynchronously
- Adjust schedule to enable teachers to meet with every child small group by instructional focus every day.
  - Utilize whole-group live meets for targeted small-group instruction to increase participation.
- Provide live instruction to in-person learners were available (as opposed virtual via Google Meet).
- Provide students with hands-on learning materials (notebooks, pencils, crayons, Foundations materials, etc.) to increase engagement and interaction (following CDC guidelines) during live lessons and during asynchronous work times
- Build home libraries.

# Waterbury Public Schools-ELA

## **Adjustments to Support Reading Instruction**

- Increase the number Amplify Reading licenses to support instruction (we have increased from 2575 licenses to 7451 licenses!).
- Implement “Continuum”, an online platform that helps aggregate student data and identify an instructional focus for each student in order to group them by their needs.
- Order noise-cancelling headphones to minimize distractions during virtual instruction.
- Provide teachers with professional development on engagement strategies.
- Provide teachers with professional development on phonological awareness and on constructed response tied to Common Core and Smarter Balanced.

# Waterbury Public Schools-Instructional Report-Math

## Personalized Instruction Summary



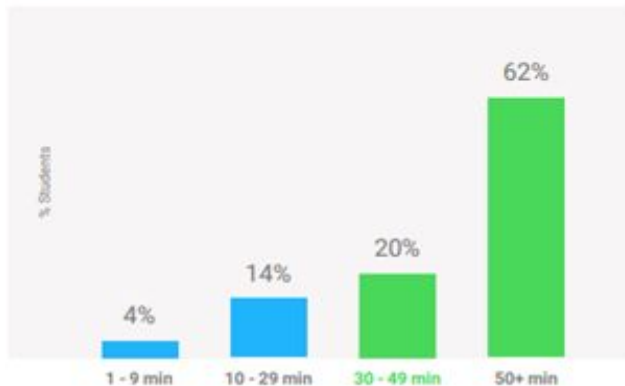
School  
Subject  
Date Range

All Schools  
Math  
Last Week

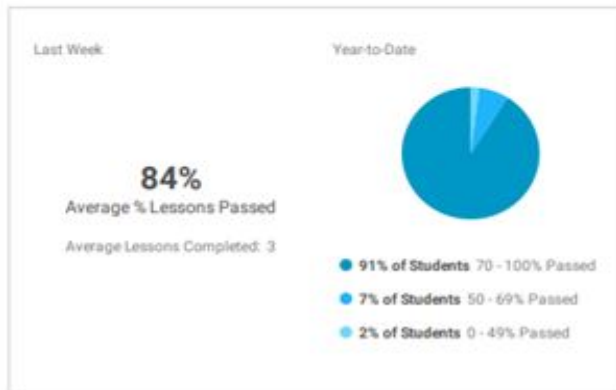
Students Using Instruction/Total (Last Week): 7,492/8,729

Students Completing Lessons/Total (YTD): 8,342/8,729

### Lesson Time-on-Task Last Week



### Lessons Passed



| School                        | Lesson Time-on-Task (Last Week) |       |       |     |                            | % Lessons Passed (Year-to-Date) |        |         |                             |
|-------------------------------|---------------------------------|-------|-------|-----|----------------------------|---------------------------------|--------|---------|-----------------------------|
|                               | 1-9                             | 10-29 | 30-49 | 50+ | Students Using Instruction | 0-49%                           | 50-69% | 70-100% | Students Completing Lessons |
| B W TINKER ELEMENTARY SCHOOL  | 2%                              | 10%   | 16%   | 72% | 484/524                    | 2%                              | 5%     | 94%     | 520/524                     |
| BUCKS HILL ELEMENTARY SCHOOL  | 5%                              | 10%   | 17%   | 67% | 489/588                    | 2%                              | 7%     | 92%     | 534/588                     |
| BUNKER HILL ELEMENTARY SCHOOL | 2%                              | 13%   | 15%   | 69% | 410/452                    | 2%                              | 10%    | 88%     | 449/452                     |
| CARRINGTON ELEMENTARY SCHOOL  | 1%                              | 14%   | 36%   | 50% | 256/296                    | 0%                              | 5%     | 95%     | 280/296                     |
| DRIGGS ELEMENTARY SCHOOL      | 3%                              | 16%   | 18%   | 63% | 392/435                    | 3%                              | 11%    | 87%     | 432/435                     |
| DUGGUN K-8 SCHOOL             | 7%                              | 21%   | 26%   | 47% | 208/304                    | 3%                              | 10%    | 87%     | 287/304                     |

| School                         | Lesson Time-on-Task (Last Week) |       |       |     |                            | % Lessons Passed (Year-to-Date) |        |         |                             |
|--------------------------------|---------------------------------|-------|-------|-----|----------------------------|---------------------------------|--------|---------|-----------------------------|
|                                | 1-9                             | 10-29 | 30-49 | 50+ | Students Using Instruction | 0-49%                           | 50-69% | 70-100% | Students Completing Lessons |
| F J KINGSBURY ELEMENTARY SCH   | 5%                              | 13%   | 21%   | 61% | 395/465                    | 1%                              | 7%     | 91%     | 461/465                     |
| GILMARTIN ELEMENTARY SCHOOL    | 4%                              | 9%    | 31%   | 56% | 257/309                    | 2%                              | 6%     | 92%     | 282/309                     |
| HENRY S CHASE ELEM SCHOOL      | 3%                              | 14%   | 31%   | 51% | 721/801                    | 2%                              | 6%     | 92%     | 793/801                     |
| HOPEVILLE ELEMENTARY SCHOOL    | 8%                              | 16%   | 16%   | 60% | 429/483                    | 1%                              | 10%    | 89%     | 478/483                     |
| JONATHAN REED SCHOOL           | 8%                              | 21%   | 27%   | 44% | 216/462                    | 2%                              | 9%     | 89%     | 276/462                     |
| M M GENERALI ELEMENTARY SCHOOL | 6%                              | 15%   | 11%   | 67% | 439/538                    | 3%                              | 8%     | 90%     | 508/538                     |
| MALONEY INTERDIST MAGNET SCH   | 7%                              | 17%   | 27%   | 49% | 462/509                    | 1%                              | 5%     | 94%     | 506/509                     |
| MICHAEL WALLACE MIDDLE SCHOOL  | 3%                              | 13%   | 10%   | 75% | 40/41                      | 0%                              | 10%    | 90%     | 41/41                       |
| REGAN ELEMENTARY SCHOOL        | 2%                              | 6%    | 9%    | 83% | 202/210                    | 0%                              | 4%     | 96%     | 210/210                     |
| ROTELLA INTERDIST MAGNET SCH   | 2%                              | 12%   | 21%   | 65% | 525/542                    | 0%                              | 4%     | 96%     | 542/542                     |
| SPRAGUE ELEMENTARY SCHOOL      | 2%                              | 7%    | 11%   | 80% | 342/371                    | 1%                              | 7%     | 92%     | 369/371                     |
| STATE STREET SCHOOL            | 12%                             | 35%   | 12%   | 41% | 17/34                      | 0%                              | 13%    | 87%     | 31/34                       |
| WALSH ELEMENTARY SCHOOL        | 7%                              | 14%   | 13%   | 66% | 330/375                    | 3%                              | 10%    | 87%     | 364/375                     |
| WASHINGTON ELEMENTARY SCHOOL   | 2%                              | 10%   | 21%   | 67% | 260/279                    | 1%                              | 9%     | 89%     | 275/279                     |



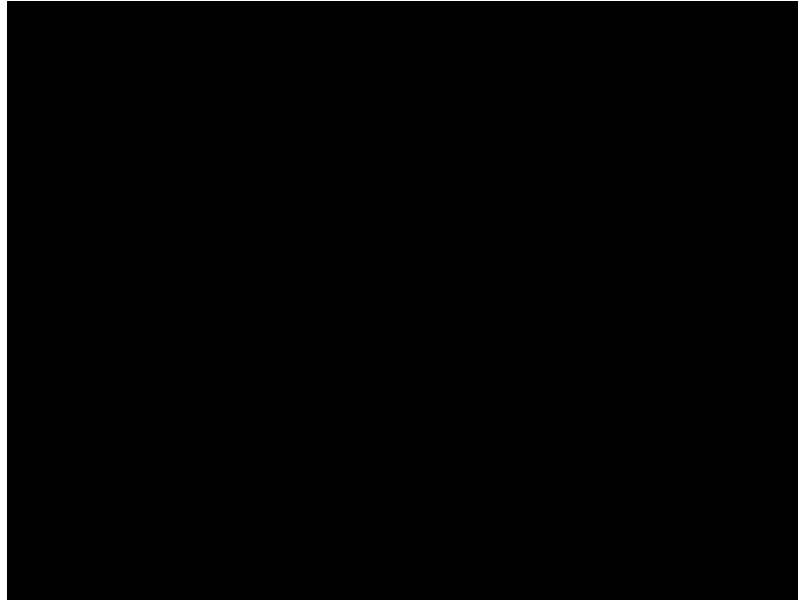
| School                     | Lesson Time-on-Task (Last Week) |       |       |     |                            | % Lessons Passed (Year-to-Date) |        |         |                             |
|----------------------------|---------------------------------|-------|-------|-----|----------------------------|---------------------------------|--------|---------|-----------------------------|
|                            | 1-9                             | 10-29 | 30-49 | 50+ | Students Using Instruction | 0-49%                           | 50-69% | 70-100% | Students Completing Lessons |
| WENDELL CROSS ELEM SCHOOL  | 3%                              | 19%   | 16%   | 62% | 268/309                    | 3%                              | 8%     | 90%     | 306/309                     |
| WOODROW WILSON ELEM SCHOOL | 5%                              | 18%   | 24%   | 53% | 350/402                    | 3%                              | 5%     | 92%     | 398/402                     |





# Magnet Schools-Commercial

[Maloney and Rotella Interdistrict Magnet Schools](#)



# Magnet Schools-Recruitment

## **Email Blast to 52,000 Women in your Zip Codes with Children between the ages of 4 – 12 in the Household:**

- 52,000 targeted emails and 8,876 people opened the email or 17%. Average is usually between 12%-18%, so this did very well.
- 2.88% of the people clicked through to the schools homepages. 1,495 clicks! We usually average about 2%
- The heatmap shows where peoples mouses gravitated towards. About a 1/3 for Rotella, approx. a 1/3 went to Maloney, and approx. 1/3 went to the top portion of the creative for both schools.

## **Facebook Live:**

- 17,400 Facebook Impressions. Did extremely well as far as Facebook Lives are concerned!
- 3,200 Facebook Engagements. These are people that were actively engaged. Liking, sharing, scrolling through, entering comments etc.
- 9,221 watched and really absorbed the Facebook Live. They didn't just click on it and leave, they stayed on for a long time watching.

# SIG Grant Recipients

## Schools:

Bucks Hill

Driggs

Hopeville

Sprague

Walsh

Washington

Wilson

## **Materials/Resources Purchased:**

### ■ **Professional Development:**

- ▷ Curriculum Associates-Iready
- ▷ Hill Literacy
- ▷ Serc-PBIS/Climate/SEL/Classroom Behavior Management
- ▷ Restorative Practice Training

### ■ **Supplemental Programs:**

- ▷ Happy Numbers Math Program
- ▷ Super Science
- ▷ Mystery Science
- ▷ Hand 2 Mind Take Home Kits
- ▷ Scholastic Take Home Books

### ■ **Technology:**

- ▷ Ipads, Chromebooks, Webcams, SMART TV's, Compute Towers, SMART Document Cameras, Wireless Headphones



NATIONAL INSTITUTE FOR  
SCHOOL LEADERSHIP®

THE LEADER IN SCHOOL LEADERSHIP®

**Lisa Ariola**-State Street

**Diane Bakewell**-Sprague Elementary

**Rohinie Criscione**-West Side Middle School

**Jennifer Egan**-North End Middle School

**Robin Henry**-Rotella Magnet School

**Maria Jimenez**-Bucks Hill Elementary School

**Lori Eldridge**-Chase Elementary School

**Kelly Pinho**-Driggs Elementary School

**Maria Zillo**-Chase Elementary School

**Jessica Ocasio**-Talent and Professional Development

**Lisa Romano**-Talent and Professional Development

**Dr. Michelle Baker**-Wilby High School

**Vincent Balsamo**-Wallace Middle School

**Jennifer Deeley**-Waterbury Arts Magnet School

**Jade Gopie**-Waterbury Career Academy

**Elizabeth Henson**-Wilby High School

**Robert Johnston**-Kennedy High School

**Diurca Tomasella**-Reed Intermediate School

**Inez Ramirez**-Washington Elementary School

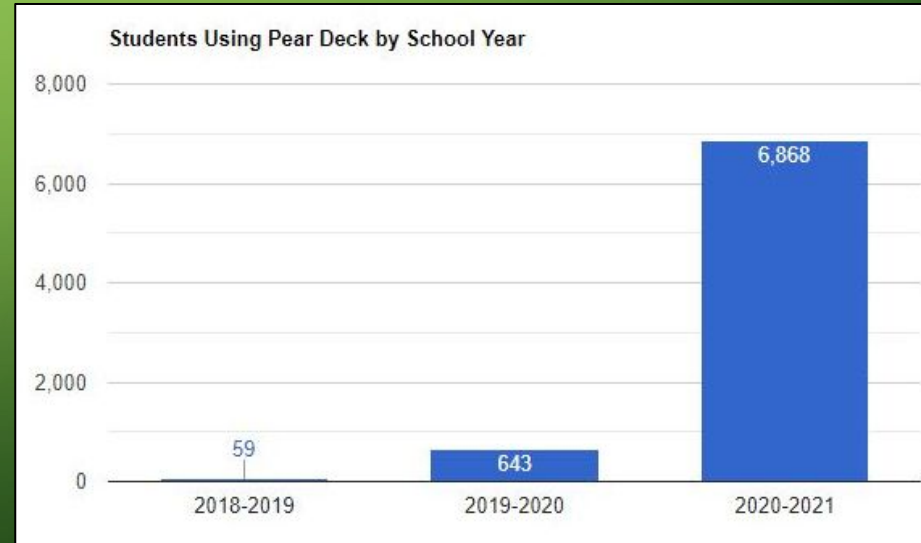
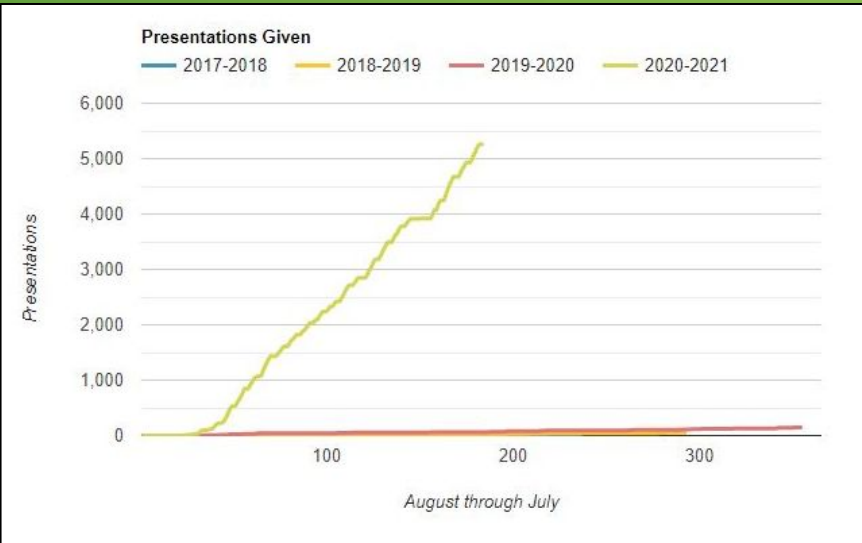
**Adela Jorge-Ferguson**-Supervisor Bilingual  
Education

**NISL 2020 Cohort**

# PEAR DECK



- District-Wide license purchased in early February for all teachers.
- Interactive tool (integrated with Google Slides) that allows teachers to embed formative assessment into both synchronous and asynchronous instruction with real-time feedback.



# Parent Engagement Activities

| Parent Engagement Activity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bucks Hill                 | Zumba Night in March, Parent Workshop-Attendance, Meet and Greet Principal-Open House                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Bucks Hill Annex           | December 11th Virtual Pajama Day, January 21st Frozen Event, March 2nd Read Across America (parent guest readers virtually)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Bunker Hill                | Meet & Greet Principal, 2nd Cup of Coffee, Science Night, Parent Academy - Literacy/Math, Google Classroom Support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Chase                      | Meet and Greet 9/16, Nov 16 Virtual Family STEM night, Jan 28th Reading Virtual Family Night, Feb 25 Trivia Virtual Family Night                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Driggs                     | Story with Santa, Literacy Night, Coffee hour with principal, vice-principal, parent liaison, and Social worker x3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| General                    | Virtual Art Show ; Virtual Musical Performances ; Monthly PTO ; Parent Workshops dedicated to Google Classrooms, Google Tools and Chronic Absentism                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Hopeville                  | Virtual Nights with Children's Museum, Coffee Hour, PTO/School Governance Council meetings, Safe Haven SEL Family night, Black History Author Read Aloud, Jo Ann Freiberg Parent Workshop on family transitions and routines scheduled 3/23                                                                                                                                                                                                                                                                                                                                                           |
| Kingsbury                  | Omegaman SEL character building videos, "Arts for Learning Performers" (Stem,Literacy), PTO monthly meetings, School to Home Supply bags, Flanders Family Fun Night, The Black Violins at the Bushnell Theater, Wilson/Kingsbury Black History Program                                                                                                                                                                                                                                                                                                                                                |
| Maloney                    | PTO Meetings, Orientation, Holiday Food Donations for families in Need, Flanders Nature Center- Parent and student virtual field trip                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Regan                      | 9/2/20-Virtual Meet&Greet with teachers, 9/4/20- Virtual Meet and Greet with Principal, 2/8-PowerSchool for parents, 2/11-Family Movie Night, 2/22-Science Night, 2/24 -Family Fitness Night                                                                                                                                                                                                                                                                                                                                                                                                          |
| Rotella                    | Ice-cream drive by, Virtual Books Before Bed Reading Night, Workshops: Parents as 1st teachers, The importance of Parent Involvement, Read-to Them: One Book One School, Upcoming Events: workshop: Family and Social Support, Family Paint Night, Bingo                                                                                                                                                                                                                                                                                                                                              |
| Sprague                    | 3 Virtual Family Nights with Children's Museum, 1 Virtual Family Night with Mystic Aquarium, Monthly PTO and Governance Mtgs, UPCOMING 2 Family Night Author visits                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Tinker                     | Chat and Chew with Principal-(PowerSchool /Report Card and Parent Square Tutorial and general questions)(12/18), I-Ready Diagnostic Parent Session (How You can Help-What to do What Not to do) both live and recorded (1/8 and 1/11), Black History Month Family Movie Night "Our Friend Martin (2/25), Family Fitness and Yoga (2/13-Saturday, SDE afterschool program), Family Fitness Night (American Heart Association-SDE) (2/23), 1/28 Family Fun, Tinker Trivia (1/28), Safety Video created for parents for Return to In-Person learning (arrival/dismissal procedures and guidelines )(2/3) |
| Walsh                      | Monthly Parent Google Meets with Walsh Principal and VP (September through February, to continue March through June); Daily morning announcements posted on Parent Square for students and families; Monthly newsletter posted on Parent Square; Backpack and school supplies giveaway ( Sept 24, 2020) ;Google Book Classroom Meeting for Parents, ongoing parent training ( Jan 26, 2021) ;Reading Material Give away (Jan 28, 2021) ; Family Science Night Virtually ( March 29, 2021)                                                                                                             |
| Washington                 | Virtual meet and greet staff, provided supplies for virtual students, coffe hours, reading and math workshops, virtual concert, virtual Art show, , Family craft, Storytime with Santa, School wide 1-1 Power School Navigation, Read Across America- Parent volunteers, Virtual open house, Farmers to Families Food distribution Upcoming Events: distribution of take home kits, Shared Reading Event--Lemonade Wars, Spring Concert, SGC meetings, Family Stem night                                                                                                                              |
| Wendell Cross              | virtual meet and greet, Parent Square info, , monthly coffee hour, monthly family virtual nights through Children's Museum, Math PD for families, ELA PD for families, SEL PD for families, One School One Read, holiday read aloud                                                                                                                                                                                                                                                                                                                                                                   |
| Wilson                     | Black History Month Assembly 2/24/2021 ; Read Across America - Assembly with Anti-bully SEL mascot and friend performer & author "YoJo" Bromley Productions "Choose to Read" program with free books & posters to students ; Every other Tuesday nights at Wilson - informational workshops for parents on curriculum programs, school information systems & other support programs                                                                                                                                                                                                                   |

# Bucks Hill Annex

## Pre-K Valentine's Day Activity

[Valentine's Day 2021](#)



# Bucks Hill Elementary School

TOGETHER-LET'S MAKE ATTENDANCE A PRIORITY!



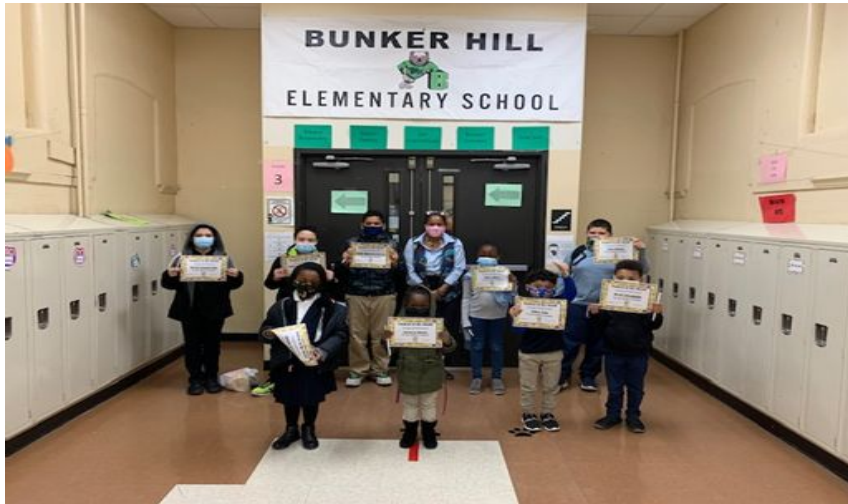
¡JUNTOS, HAGAMOS LA ASISTENCIA UNA PRIORIDAD!





# Bunker Hill Elementary

**Student of the Month  
recognition—certificates and picture**



**Christmas cards for Healthcare  
Heroes—for Art class, students made  
cards and dropped them off at school to  
be mailed out to our frontline workers.**



# Bunker Hill Elementary

**Supporting our most fragile readers—Specialists have been helping to work with small groups in our K-1 classrooms**



**Read Across America Day—a specialist reads to a class as a guest reader**



# Bunker Hill Elementary

**Art Showcase—BH student art is displayed on our website, as well as their Art Google Classroom.**



**BH Staff wore orange to Unite Against Bullying.**

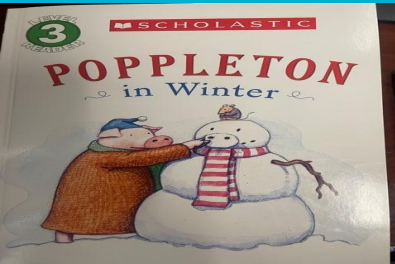




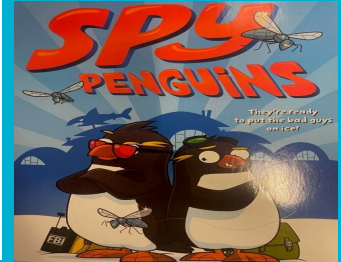


# Virtual Reading Night

Read 20 minutes every day!



## H.S. Chase Elementary School Virtual Family Nights



Find something that:

- You can read
- Turns on and off
- Has a pattern
- Is metal
- Lights up
- Makes a noise
- You can write with
- That smells
- Has paws

- You can see through
- You can eat with
- Holds things
- Tells time
- Has wheels
- Has buttons
- Opens
- Has a nose
- Makes you smile



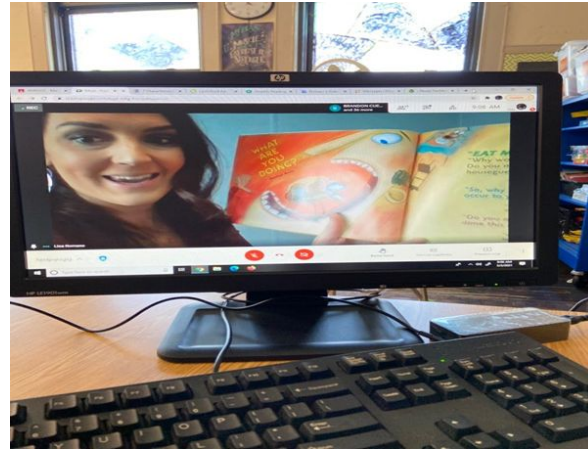
# Driggs Elementary

Read Across America: each cup in the fence represents a book that a student read.



# Driggs Elementary

Read Across America guest readers





# Generali: Virtual Art Show



Nomar Collazo  
Kandinski Circles

# Hopeville Elementary School

Hopeville School Celebrates World Kindness Day by Sending postcards to students during remote learning.





# Hopeville Elementary School

## Hopeville School-21<sup>st</sup> Century/SDE Afterschool Program

Available to students Grades 3-5

This afterschool program runs Monday through Friday for two hours a day. The first hour of the program is academic based, and teachers provide support to students as needed with work from the school day, in addition to academic lessons and activities. The second hour of the day includes enrichment opportunities from organizations across Connecticut. A favorite among students is the weekly partnership with Mystic Aquarium. Past virtual field trips include up close encounters with Beluga Whales and Penguins.

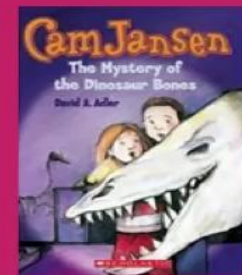
In addition to the weekly program offering, our school has hosted various family night events through 21<sup>st</sup> Century/SDE. These include nights with the Children's Museum of Connecticut, as well as parent focused events such as workshops with Safe Haven, covering topics related to stress and emotional well-being.



# Kingsbury Elementary School

## Google Slides Scavenger Hunt

Your mission is to complete the tasks on all 5 slides  
Good Luck! When you are done, make the background of this  
slide anything you like! You can also change the font colors



# Maloney Magnet School

National Nengajo Contest Winner





# Maloney Magnet School

## Read Across America





**Regan  
Elementary  
School  
We're staying  
focused!**







## 5th Grade Break Time



# Brain Break/ Snack Time





# Here is how Regan School is staying connected:

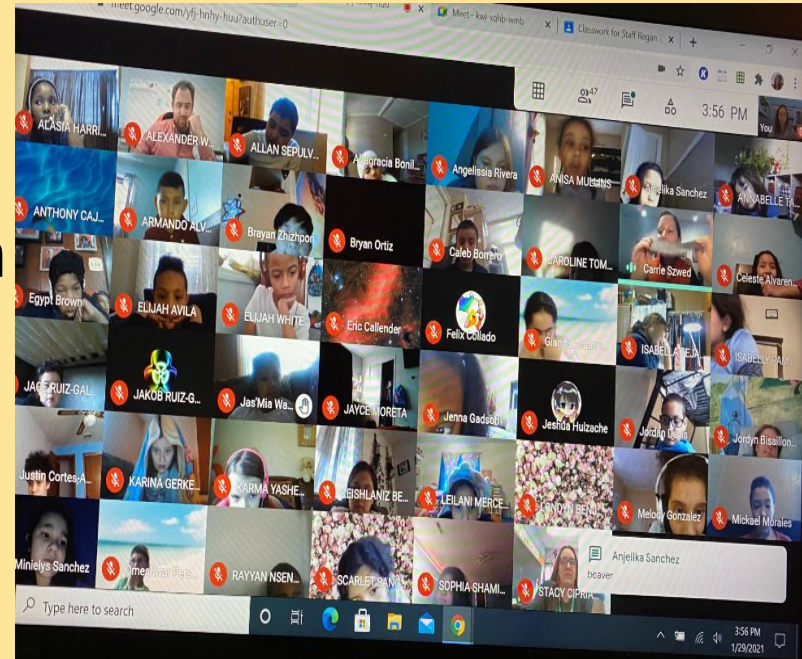
21st Century After School - 52 students currently enrolled

Extended School Hours Program

Multiple Family Nights each month

Monthly PTO and SGC meetings

Parent workshops





# Rotella Magnet School

"100 Days Smarter"



"100 Days Smarter"



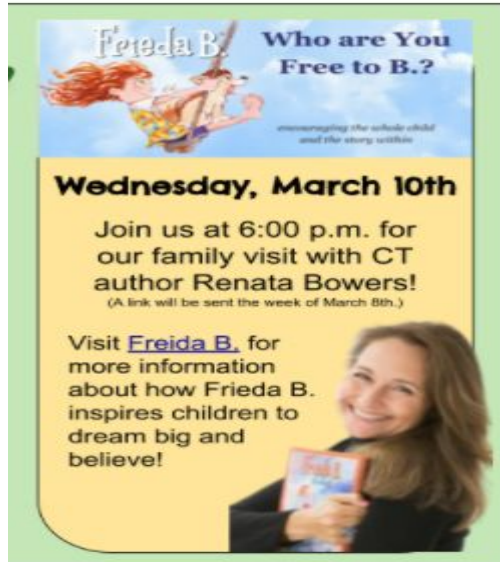
# Rotella Magnet School





# Sprague Elementary School

## Read Across America



# Dr. Seuss Day at Tinker!



**March 3, 2021**

















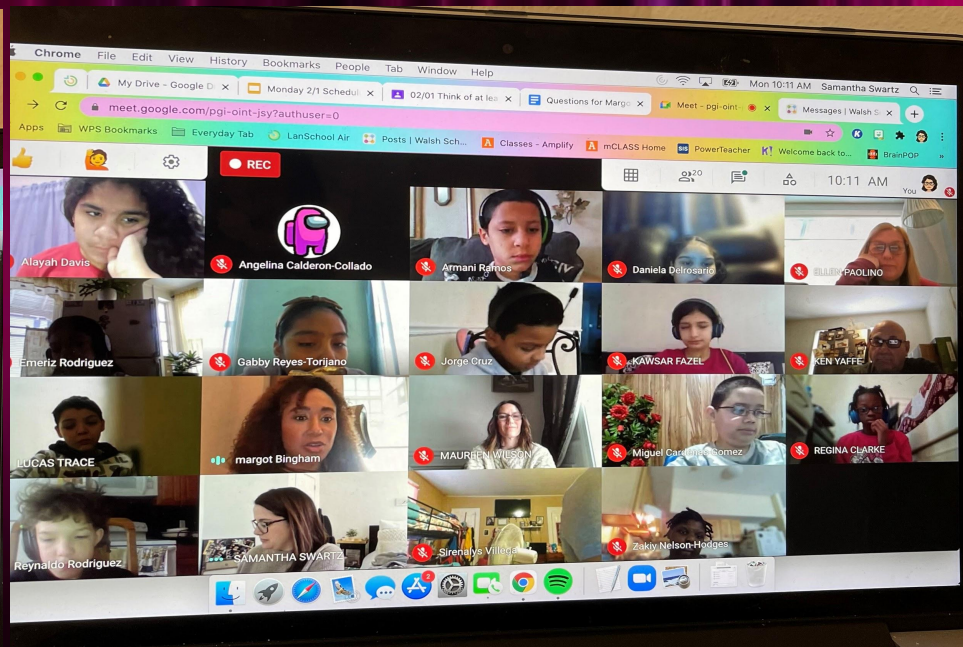
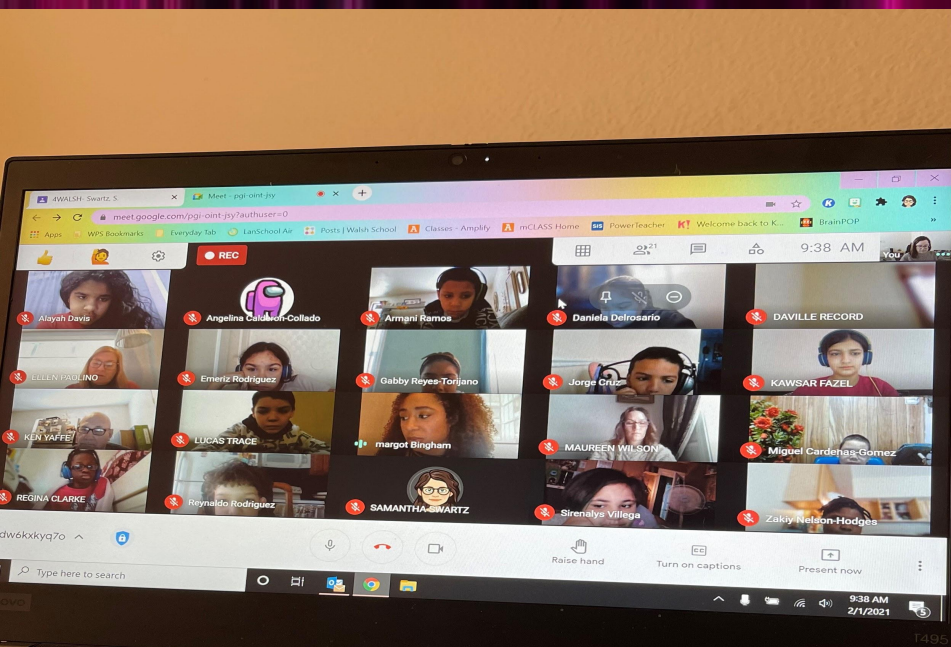






# Walsh Elementary: Visit from Actress Margot Bingham

Margot Bingham is an actress and singer-songwriter. Ms. Bingham is best known for her role as jazz singer Daughter Maitland in the HBO period drama series, Boardwalk Empire. In celebration of Black History Month, Ms. Bingham spoke with Ms. Swartz's 4th grade class on recognizing the importance of breaking barriers and overcoming challenges.



# Washington Elementary School

## Sing About Martin

Washington School

2021

Mr. Ridgeway





# Wendell Cross



# Wendell Cross



Wendell Cross Virtual Coffee with Friends

February 19, 2021 at 9:30 a.m.

What better way to start your day off than with a cup  
Coffee & Friends!

Please join us and grab a cup of coffee  
for some great conversations.

This month we will be joined by Ms. Linehan, our Math Coach, she will  
discuss all things Math!



# Wilson Elementary

Black History Assembly-Wilson Elementary, in collaboration with Kingsbury and WAMS, participated in an assembly showcasing students in an annual live museum of famous black historians that students portrayed in the assembly.





# WPS Prek-8 & Secondary Schools' Update

Janice Epperson  
Assistant Superintendent  
March 4, 2021





## Abe Fernández

Vice President of Collective Impact & Director of National  
Center for Community Schools at Children's Aid



Children's Aid Society



Company Website [↗](#)







National Center  
for  
COMMUNITY SCHOOLS



Children's Aid

# COMMUNITY SCHOOLS FUNDAMENTALS CONFERENCE

February 9 - 11, 2021

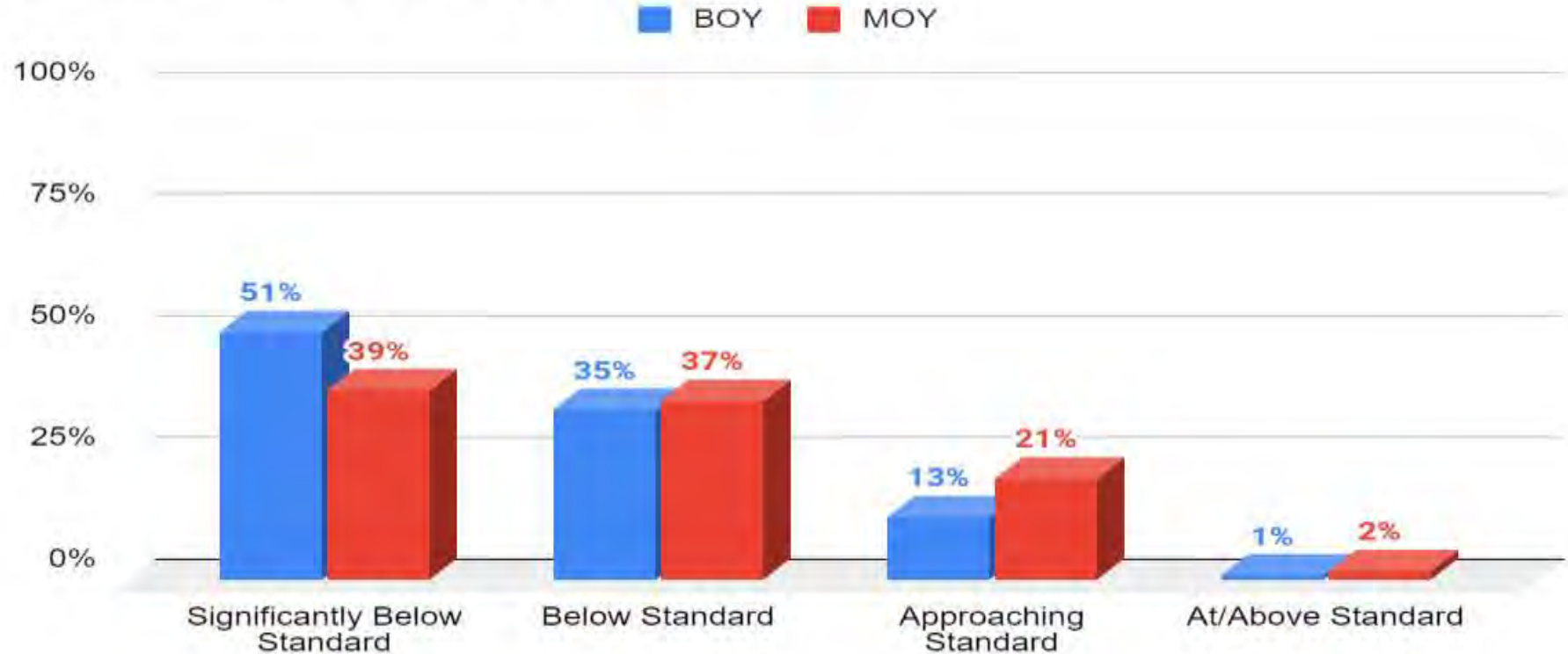


# Prek-8 BOY & MOY Math Assessment

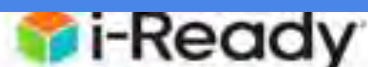
| Grade 8                            |            |     |                                    |            |     |
|------------------------------------|------------|-----|------------------------------------|------------|-----|
| BOY                                |            |     | MOY                                |            |     |
| Category                           | #          | %   | Category                           | #          | %   |
| >2 Grade Levels Below              | 30         | 22% | >2 Grade Levels Below              | 10         | 7%  |
| Between 1 and 2 Grade Levels Below | 43         | 31% | Between 1 and 2 Grade Levels Below | 33         | 23% |
| <1 Grade Level Below               | 38         | 27% | <1 Grade Level Below               | 35         | 24% |
| Grade Level                        | 27         | 19% | Grade Level                        | 66         | 45% |
| Above Grade Level                  | 1          | 1%  | Above Grade Level                  | 2          | 1%  |
| Grade Level +                      | 28         | 20% | Grade Level +                      | 68         | 47% |
| <b>Total</b>                       | <b>139</b> |     | <b>Total</b>                       | <b>146</b> |     |

# Prek-8 BOY & MOY ELA Assessment

## Grade 7 - BOY to MOY



# Personalized Instruction Summary



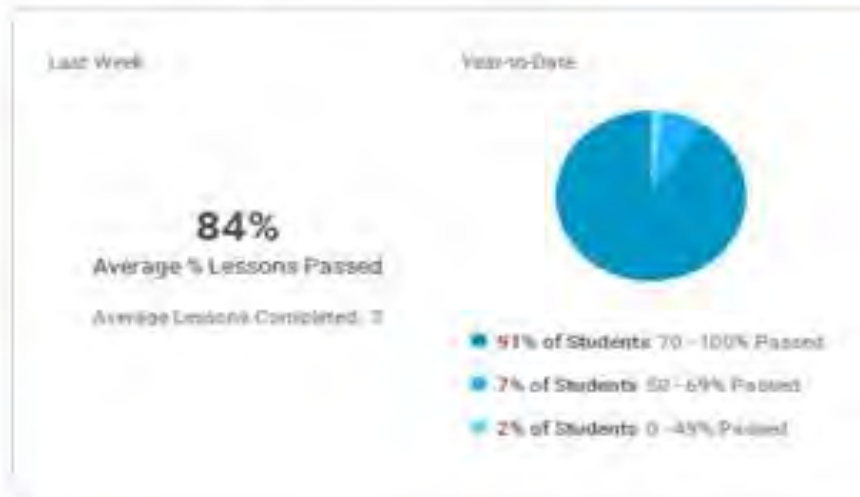
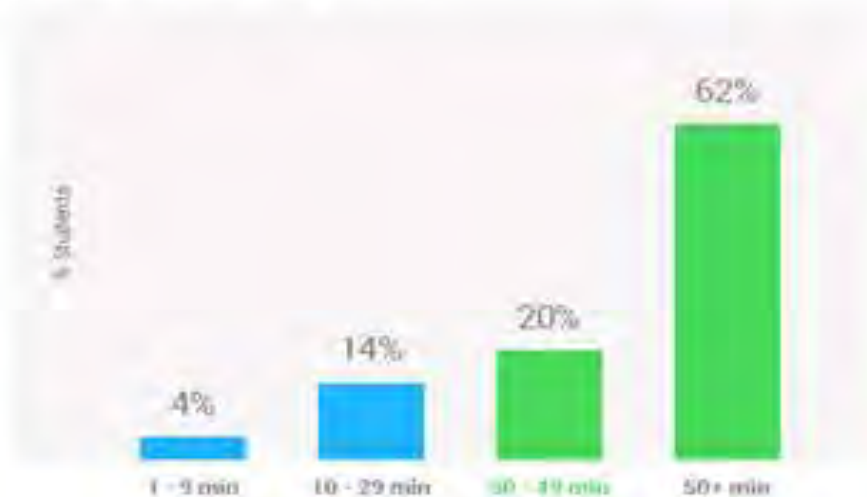
School: All Schools  
Subject: Math  
Date Range: Last Week

Students Using Instruction/Total (Last Week): 7,492/8,729

Students Completing Lessons/Total (YTD): 8,342/8,729

Lesson Time-on-Task Last Week

Lessons Passed



| School | Lesson Time-on-Task (Last Week) |       |       |     | % Lessons Passed (Year-to-Date) |       |        |         |                             |
|--------|---------------------------------|-------|-------|-----|---------------------------------|-------|--------|---------|-----------------------------|
|        | 1-9                             | 10-29 | 30-49 | 50+ | Students Using Instruction      | 0-49% | 50-69% | 70-100% | Students Completing Lessons |

|                              |    |     |     |     |         |    |    |     |         |
|------------------------------|----|-----|-----|-----|---------|----|----|-----|---------|
| CARRINGTON ELEMENTARY SCHOOL | 1% | 14% | 55% | 50% | 256/296 | 0% | 5% | 95% | 280/296 |
|------------------------------|----|-----|-----|-----|---------|----|----|-----|---------|

|                   |    |     |     |     |         |    |     |     |         |
|-------------------|----|-----|-----|-----|---------|----|-----|-----|---------|
| DUGGON K-8 SCHOOL | 7% | 21% | 29% | 47% | 208/304 | 3% | 10% | 87% | 287/304 |
|-------------------|----|-----|-----|-----|---------|----|-----|-----|---------|

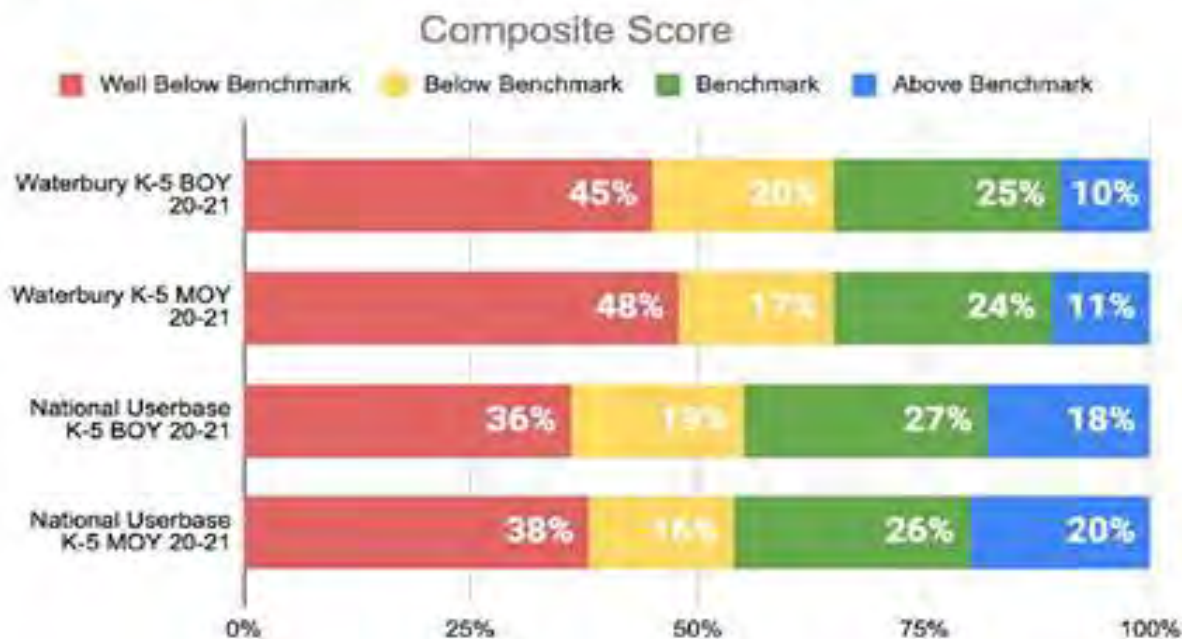
|                             |    |    |     |     |         |    |    |     |         |
|-----------------------------|----|----|-----|-----|---------|----|----|-----|---------|
| GILMARTIN ELEMENTARY SCHOOL | 4% | 9% | 31% | 56% | 257/309 | 2% | 6% | 92% | 282/309 |
|-----------------------------|----|----|-----|-----|---------|----|----|-----|---------|

|                      |    |     |     |     |         |    |    |     |         |
|----------------------|----|-----|-----|-----|---------|----|----|-----|---------|
| JONATHAN REED SCHOOL | 8% | 21% | 27% | 44% | 216/462 | 2% | 9% | 89% | 276/462 |
|----------------------|----|-----|-----|-----|---------|----|----|-----|---------|



# DIBELS 8th Edition

## Grades K-5 Composite Score BOY to MOY 20-21





future >>  
engineer

PROJECT  
STEM

GRADE 6+

CS EXPLORATIONS 1:  
MYCS SCRATCH

ABOUT

GRADE 7+

CS EXPLORATIONS 2:  
AI IN OUR WORLD

GRADE 8+

CS EXPLORATIONS 3:  
CS AND CREATIVE  
MEDIA



# Prek-8 21st Century Grant

**Mystic and Norwalk Aquariums, Theater Works plays nature walks with Flanders and White Memorial Nature Centers, hands-on engineering lessons with the Eli Whitney Museum**

***VIRTUAL FIELD TRIPS!***



# Commissioner's Network Middle Schools

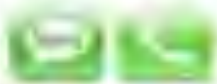
**NEMS**

**WMS**

**WSMS**



David R. Cormier, Ph.D.



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# CN Model E: Professional Development

Google  
Certification

Tiered  
Systems of  
Academic  
Support

PBL Works

Michelle  
Griffin  
(Early  
Intervention)

Teaching  
for Effective  
Learning  
(TEL)

Math  
Solutions

Barbara  
Peck

Dr. Charles  
Beaman

Pear Deck

ACES WIN  
Wednesday

ViewSonic

SERC  
State  
Education  
Resource  
Center

Grade  
Transferer

MobyMaxx

While initially intimidating, this learning process has helped me to add to my teaching practices. It's reassuring to make bold teaching choices and recognize that small successes can be gained and that incremental successes are not also small failures.

Teaching for Effective Learning (TEL) - WMS \*

**\*Dr. Cormier has given us tools that can be used virtually and in person, making our time together seem valuable because it will impact our teaching beyond this school year. - Lucille Rivera NEMS**

"Through the Commissioner's Network Grant, the WSMS faculty, staff and most importantly the students have benefited tremendously from this partnership with the State of Connecticut. Teachers are receiving high-powered professional learning in the areas of instructional strategies and improving the school culture and climate through a revamped PBIS system.

Dr. Cormier has encouraged me to try different things without worrying whether it will succeed or flop the first time, just try it and learn from it.

Scott McWhirt Business and Computer Teacher NEMS

I enjoyed Dr. Cormier's presentations. He provided us with high-quality information and made himself readily available for us if we had any questions or if he could help us in any way. I felt very supported by Dr. Cormier.



# GEAR UP (NVCC)



**PSAT**  
BEST SCORE

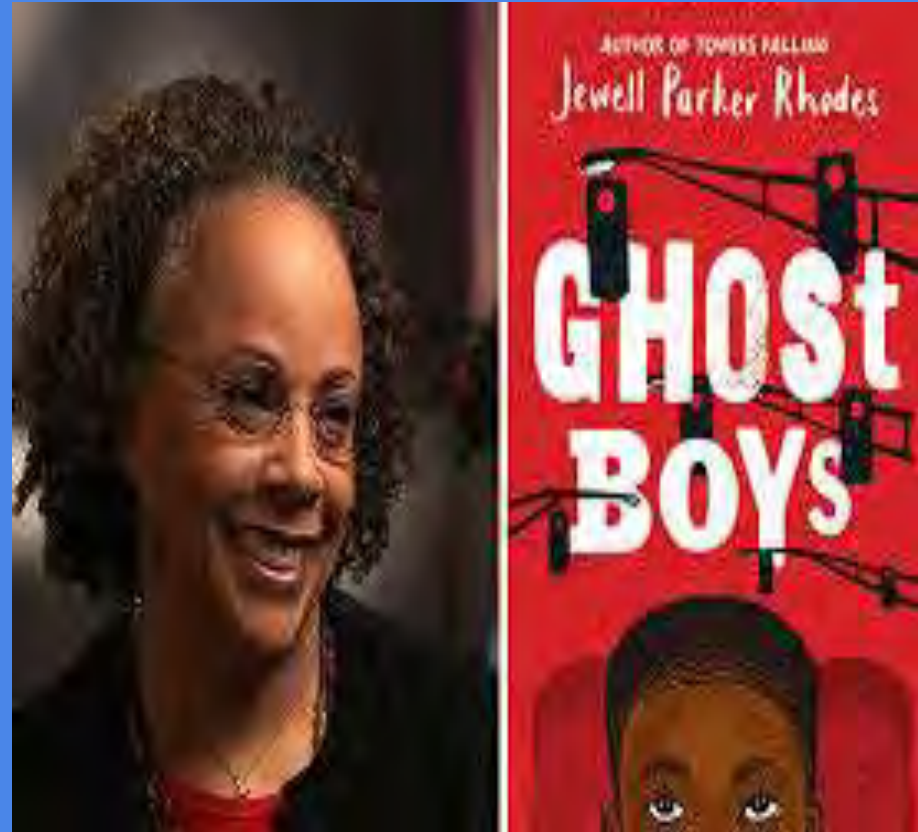
**BETTER PSAT SCORES  
IN ONE DAY**

Students will receive intensive instruction and practice on the PSAT/NAT exam, including strategies for the Reading, Writing and Language, and Math sections. The program is designed to help students improve their scores and prepare for the SAT.

**Free PSAT Bootcamp**  
Friday, February 13th  
1:00 pm - 4:00 pm

Register at:  
[www.nvcc.edu/gearup](http://www.nvcc.edu/gearup)  
Limited to 100 8th Graders.  
Virtual 8th Grade Prerequisite

**GEAR UP**  
NORTH VIRGINIA COMMUNITY COLLEGE  
College for the Future  
College for the Future



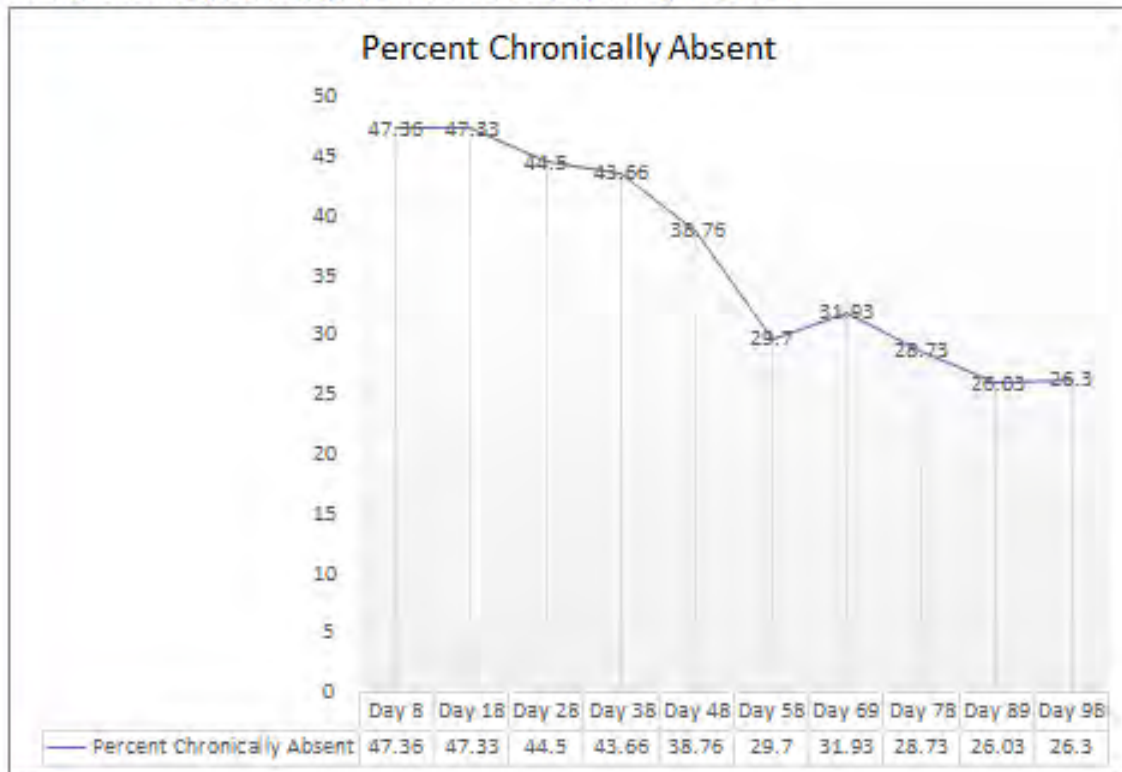


# Comprehensive Middle Schools

2020-2021

## Chronic Absenteeism Trend

The 3 comprehensive middle schools have worked hard this year to redefine what student and parent engagement looks like in distance learning. They have found creative ways to promote a sense of connectedness and belonging. They have repurposed the function their staff to increase out reach to families to identify needs and barriers to engagement. As they have improved their practices, the comprehensive middle schools have been able to decrease chronic absenteeism by more than 20 percentage points since the opening of school



# High School Highlights



# Kudos to Gov. Lamonts' FAFSA Challenge Winners....



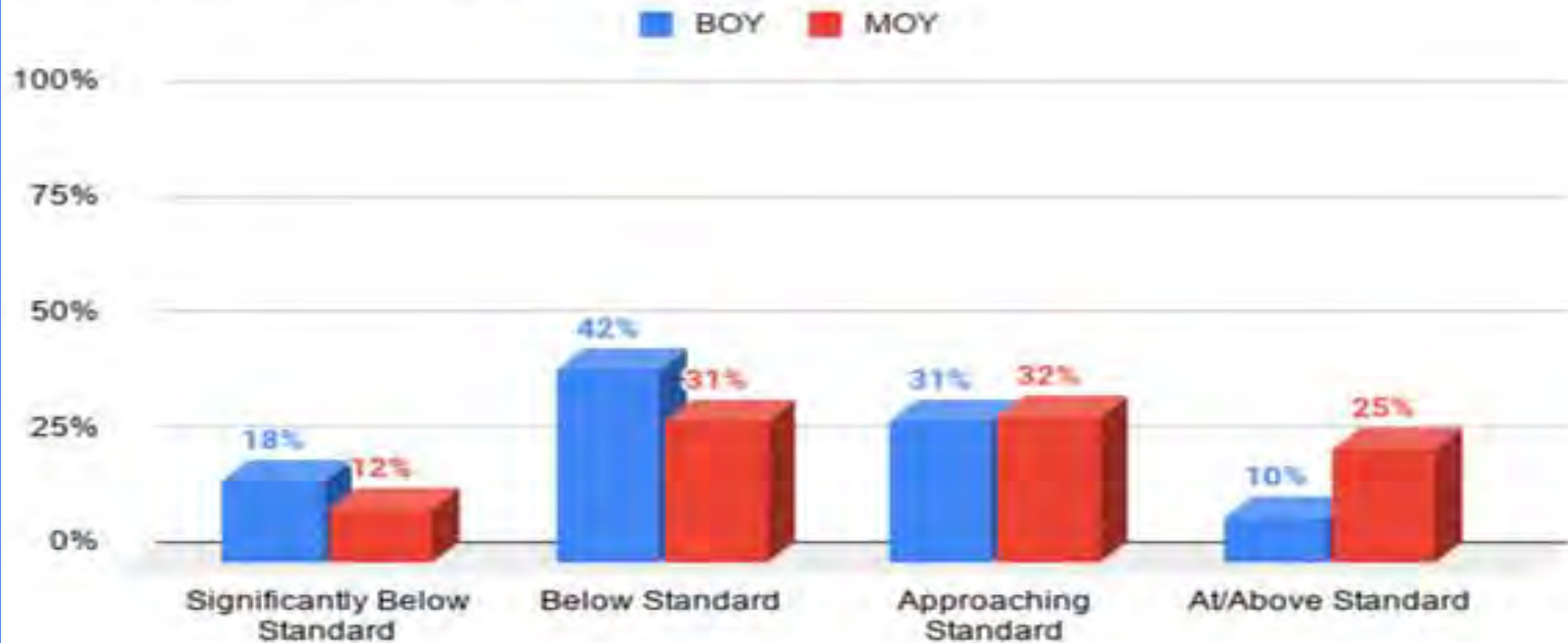
VirtualVITA

**CHS/WHHS/KHS**



# 10th Grade Springboard ELA BOY & MOY Data

Grade 10 - BOY to MOY





# WILBY HIGH SCHOOL

## How to apply:

1. Complete the application form.
2. Complete the application form.
3. Complete the application form.
4. Complete the application form.
5. Complete the application form.
6. Complete the application form.
7. Complete the application form.
8. Complete the application form.
9. Complete the application form.
10. Complete the application form.



## GO WILDCATS!

New Classes Coming for 2021-2022 School Year:


- Robotics
- Engineering
- Drone
- Cyber Security
- Software Development
- Computer (IMT)
- Teacher Prep

Please consider applying for our program.

We have a lot to offer in any and every way!

Contact Information:  
 ATOMS Advisor  
 Mrs. Theresa Smith  
 Email: [theresa.smith@wilbyhighschool.org](mailto:theresa.smith@wilbyhighschool.org)  
 Phone: 714-714-7141  
 Address: 11111 Wilby Road  
 Wilby, CA 94593



## Wilby High School



## ATOMS Program

### What is ATOMS?


- ATOMS stands for Advanced Training of Mathematics and Science.
- ATOMS is a STEM-based program offered at Wilby High School.
- Students will be a part of a cohort and work with those students in their core content classes.
- Students will have rigorous courses and be given opportunities to take more advanced classes earlier in high school.
- The purpose of ATOMS is to allow students the chance of increased college and career readiness opportunities.

### What kind of students we are looking for?

Interested in ATOMS? We are looking for students who are interested in:

- Being a student leader.
- Learning new things.
- Working with technology.
- Working in groups.
- Being a team player.




### Why should you come to Wilby?

- Wilby is proud to offer a variety of programs and services to our students including a state-of-the-art gym, a track, tennis courts, swimming pool, etc.
- We also offer many clubs, with some of our most popular including a chess team, debate team, "The Emerald" yearbook, and many more.
- ATOMS will offer variety for you to choose from STEM-based courses, which will give you a chance to explore different opportunities to expand your knowledge and skills.
- Our hope is to make you a lifelong learner who is well-rounded and prepared for whatever your future may hold.



# CROSBY HIGH SCHOOL

## Unique Features of the ACE Program

- UCONN and Advanced Placement courses for college credit in English, Math, Science, social Studies and Spanish
- Four-year lab science offered
- Focus on advanced technology integrated into core areas
- ACE Computer classes using most up-to-date software
- Culinary Arts elective program offered by a certified chef instructor
- 20 hours of community service required each year (preparation for admission to the Honor Society)
- A small school within a school

## ACE Advantages

- Challenging programs with high expectations. ACE students will fully understand the expectations and workloads at the college level. Time management skills will be a focus.
- Increased opportunities to gain college credit through Advanced Placement Courses.
- Quality point ratio determined at the end of the school year will reflect a Level 4 rating. This rating is above the honors curriculum courses. Advanced Placement courses are a Level 5.



Dean of ACE Program

Mrs. Wainwright-Staton  
kwainwright-staton@waterbury.k12.ct.us

Phone: 203-574-8061

Fax: 203-574-8072



Academic  
Choice  
For  
Excellence

## Crosby High School ACE

### Focus

The Crosby ACE program emphasizes preparing students for college through rigorous academic and technological instruction, for leadership roles in the 21st century, and providing students the opportunity to develop a commitment to the community.

Laptop accessibility  
Internet access for all classes  
Instruction of technology through Google Suite Edmodo, Moodle, Vernier Lab Quest 2, Web based labs, ios Developer, Sketchbook, Blender, TI-Nspire, Photoshop and Gimp, Audacity, Nicenet, SmartBoard and Notebook, Elmo Doc Cam, PowerPoint, Excel, E-mail, etc.



## ACE

### Freshman Curriculum

English

Civics/US History 2

Algebra 1 and Geometry OR

Algebra 2 and Geometry

Biology

1 day Biology Lab

Physical Science

Physical Education

\*ACE students can begin taking AP classes as early as sophomore year to earn college credits.

## Electives


A wide variety of electives are offered in the following areas:


- ⇒ Business
- ⇒ Art
- ⇒ English
- ⇒ Life Management
- ⇒ Culinary Arts
- ⇒ CTE
- ⇒ Music
- ⇒ Foreign Language
- ⇒ History
- ⇒ Science
- ⇒ Math


\*TAG (Talented and Gifted) program offered to students who qualify





# Partnership Update-CHS/POST UNIVERSITY

  
WATERBURY  
Public Schools  
Empowering Students. Inspiring Leaders.


  
**ABOUT US**  
ECHS provides intensive academic and personal supports and the opportunity to earn college credit toward a degree or credential, at no cost to the student, while earning a high school diploma.  
ECHS prepares students for successful futures through a full integration of high school, college and career.


  
**CONTACT US**  
300 Pierpont Rd.  
Waterbury, CT 06705  
203-574-8081  
Follow us on Social Media  
Twitter: @Crosbybulldogs  
www.facebook.com/crosbybulldogs  
Instagram: crosby\_high\_school

**EARLY COLLEGE HIGH SCHOOL**  
A collaboration between the Waterbury Public Schools and Post University  


  
**Why ECHS?**

- ECHS allows students to earn a high school diploma and an Associate degree, or up to two years of college credit.
- Students college classes replace some of their high school classes.
- ECHS challenges and inspires students by offering them the opportunity to earn significant college credit, and potentially an Associate degree, while still in high school.

  
**Testimonial**  
*"I think this program is challenging and different from what I'm used to, but the teachers are there to help you every step of the way and they are always making sure you are doing your best. All this hard work in the program will be worth it and I'm excited to see what my future holds."*  
- Sophia D. Coelho, ECHS Student, Cohort 2020-2021

  
**ECHS Associate Degree Options**

- Marketing
- Legal Studies
- Accounting
- Criminal Justice
- Management
- Early Childhood Education



# KENNEDY HIGH SCHOOL

## Portrait of a Graduate

"The SOAR program has been pivotal in my academic development. During my journey through high school, it was able to provide a space in which discomfort with rigorous work could be embraced and overcome with the help of faculty and talented students from backgrounds dissimilar to my own."

- **Christian Milian**, Class of 2017



"SOAR helped me become a leader because it allowed me to learn how to do things myself and go beyond expectations."

- **Caroline Useda**, Class of 2019

## Contact Us

422 Highland Ave  
Waterbury, CT 06708  
Phone: 203.574.8150  
Fax: 203.574.8154

Website:

<https://www.waterbury.k12.ct.us/2/Home>



**Danielle Byron**  
Director of SOAR  
dbyron@waterbury.k12.ct.us

**Robert A. Johnston**  
Principal  
rjohnston@waterbury.k12.ct.us

## The S.O.A.R. Program

John F. Kennedy High School





# Waterbury Arts Magnet



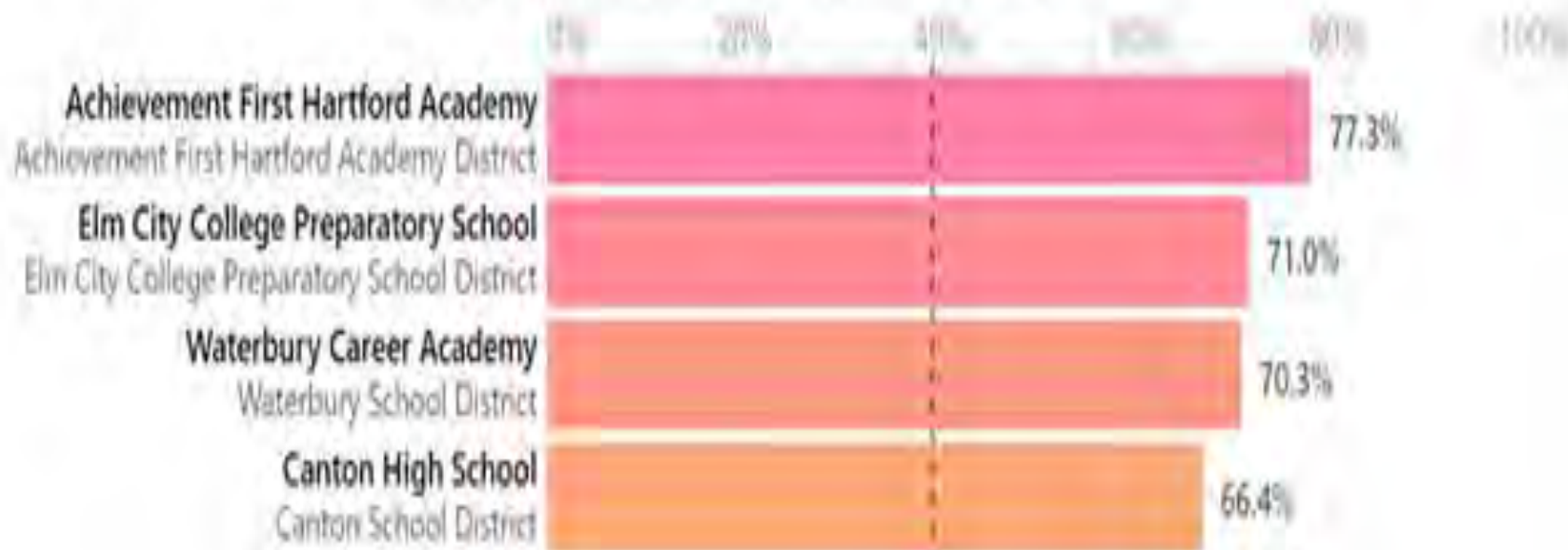
- Robotics**
- Business**
- Fine Arts**
- Technology**
- Stage Craft**
- Web Design**
- Drone**



# Congratulations Waterbury Career Academy

## Top 20 Schools by FAFSA Completion Rate

Percent of 12th Grade Students with Completed FAFSA



# Secondary Bright Spots

2020-2021

## Chronic Absenteeism Trend

Both Waterbury Arts Magnet Middle and High School as well as Waterbury Career Academy, have sustained the lowest chronic absenteeism rates in the district. In some instances these schools have experienced equal or better rates than previous years. They have worked to keep students engaged in an academically challenging experience even during distance learning.

### % of Students Chronically Absent

|                              | Day 15 | Day 25 | Day 35 | Day 45 | Day 55 | Day 66 | Day 75 | Day 86 | Day 95 |
|------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Waterbury Arts Magnet High   | 18     | 15.6   | 14.3   | 10.4   | 9.9    | 8.6    | 5.1    | 6.2    | 5.6    |
| Waterbury Arts Magnet Middle | 15.8   | 16.3   | 13.4   | 8.6    | 9.7    | 9.8    | 9.2    | 9      | 7.1    |
| Waterbury Career Academy     | 4.1    | 4.5    | 4.6    | 5.3    | 5.8    | 6      | 6.8    | 6.9    | 7.5    |



WATERBURY PUBLIC SCHOOLS


# STATE STREET ENLIGHTENMENT & ADULT ED





# ALTERNATIVE PROGRAMS' HIGHLIGHTS

Black History Month



**Frederick Douglass**  
 Born: 2 / NF / 1818 Died: 2 / 20 / 1895

Frederick Douglass was an enslaved slave who became a prominent activist, author and orator speaker. He became known for his abolitionist movement, which sought to end the practice of slavery, and was during the Civil War.

Basic Information

|                        |                                                                                                                                                                                 |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Gender                 | male                                                                                                                                                                            |
| Cause of Death         | He died after contracting a cold that led to his death from a bleeding of the internal vessels of the brain, a pneumonia group with its origins in the time of Douglass (1911). |
| Hometown (City, State) | Talbot County Maryland                                                                                                                                                          |
| Religion               | Frederick Douglass believes in god                                                                                                                                              |
| Mother                 | Harriet Bailey                                                                                                                                                                  |
| Father                 | Allegedly, Anthony                                                                                                                                                              |
| Other Family Members   | Have not found any                                                                                                                                                              |

**Information**

School(s): Amherst College  
Douglass received education at Amherst College, where he was a member of the Phi Kappa Phi Honor Society and the Phi Kappa Phi Honor Society.

Married to: Anna Murray Douglass

Birthday: February 14

Nickname(s): He was called "Olden" by his friends and "Olden" by his enemies.

**I am famous because:** American abolitionist


Frederick Douglass was an enslaved slave who, became a prominent activist, author and orator speaker. He became known for his abolitionist movement, which sought to end the practice of slavery, and was during the Civil War.

|                                                                                         |                                                                                                           |                                                                         |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>Quick Fact #1</b><br>Frederick Douglass's first wife helped him escape from slavery. | <b>Quick Fact #2</b><br>Frederick Douglass credited a schoolbook with shopping his views on human rights. | <b>Quick Fact #3</b><br>Frederick Douglass taught other slaves to read. |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|



**CAACE Learner of the Year Award**  
 CAACE Scholarship Fund

Ashla Cash  
 Waterbury Adult Education



# NISL Cohort Members:

Lisa Ariola

Dr. Michelle Baker  
Vincent Balsamo

Rohinie Criscione

Jennifer Deeley  
Jennifer Egan

Jade Gopie

Robin Henry  
Elizabeth Henson

Maria Jimenez

Robert Johnston  
Adela Jorge-Ferguson

Lori Eldridge

Diurca Tomasella  
Jessica Ocasio

Kelly Pinho

Inez Ramirez  
Lisa Romano

Maria Zillo

**NCEE**  
National Center On  
**EDUCATION**  
And The Economy





# Waterbury Public Schools

*Today's Students, Tomorrow's Leaders*

THANKS!





Date: February 17, 2021

Honorable Aldermen  
Waterbury Board of Aldermen  
235 Grand Street  
Waterbury, CT 06702

And

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

Re: **Approval Request of Contract** for Student Teaching Practicum Affiliation between the City of Waterbury and Alternate Route to Teacher Certification ("ARC"), Connecticut Office of Higher Education

Dear Honorable Aldermen and Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval of the above-referenced contract in the amount of \$0 for Student Teaching Practicum opportunities between the City of Waterbury and Alternate Route to Teacher Certification ("ARC"), Connecticut Office of Higher Education. **This contract is subject to Board of Education approval which is anticipated on 3/18/21.** The term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2024, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided in the Agreement. There is an option for this Agreement to be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

ARC is an approved Alternative Educator Preparation Program, operated by the Office of Higher Education and approved by the Connecticut State Board of Education. The City shall host no more than five (5) Student Teachers enrolled in ARC's Student Teacher Placement Practicum Program per semester. This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the ARC Evaluator or any employees of the ARC/Office of Higher Education for services rendered under this Agreement. ARC shall provide a Three Hundred Dollar (\$300.00) stipend directly to the Cooperating Teacher upon successful completion of the Cooperating Teacher's responsibilities.

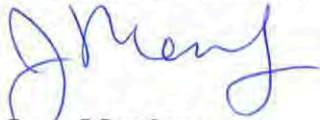
Under this contract, the ARC shall determine the Student Teacher's progress during the program and will provide updates on an as needed basis or as requested by the District regarding the Student Teacher's progress, upcoming coursework, and other relevant data. ARC shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check. The Student Teacher shall also provide proof of insurance. In the



event that it becomes necessary for the Waterbury public school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

Accordingly, attached for your review and consideration is the proposed Agreement and the Vendor's Certificate of Insurance. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,



**Juan Mendoza**

Assistant Superintendent  
236 Grand St., Room 309  
(203) 574-8109

Attachment

cc: Attorney *Kara Summa*

**OFFICE OF THE CORPORATION COUNSEL  
CITY OF WATERBURY**

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

**ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT**

Re: **Contract:** Student Teaching Practicum Affiliation between the City of Waterbury and Alternate Route to Teacher Certification ("ARC"), Connecticut Office of Higher Education

Department: Human Capital/Education Department

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

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

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

**Juan Mendoza**  
Assistant Superintendent  
236 Grand St., Room 309  
(203) 574-8109

\_\_\_\_\_  
Date

**STUDENT TEACHER PRACTICUM  
AFFILIATION AGREEMENT**  
**between**  
**City of Waterbury, Waterbury School District**  
**And**  
**Alternate Route to Teacher Certification ("ARC"),**  
**Connecticut Office of Higher Education**  
**for**  
**Alternate Route to Certification Student Practicum Placement Program**

**THIS STUDENT TEACHER PRACTICUM AFFILIATION AGREEMENT** (hereinafter the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (hereinafter the "City" or "District"), with its principal place of business located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Alternate Route to Certification ("ARC"), State of Connecticut Office of Higher Education, located at 450 Columbus Blvd., Suite 707, Hartford Connecticut 06103, (jointly referred to as the "Parties" to this Agreement).

**WHEREAS**, ARC is an approved Alternative Educator Preparation Program, operated by the Office of Higher Education and approved by the Connecticut State Board of Education; and

**WHEREAS**, ARC provides a Student Practicum Placement Program ("Practicum"); and

**WHEREAS**, ARC is seeking to place non-certified ARC Candidates who have a Bachelor's Degree (B.A.) as Student Teachers in the District for as part of the Student Teaching Practicum; and

**WHEREAS**, the City desires to provide practicum placement opportunities and assist in the practical training of such students by hosting them as Student Teachers within the City's school system for the Student Teacher Placement Practicum Program ("Practicum" and/or "Program").

**NOW THEREFORE**, the Parties agree as follows:

**1. Definitions:**

**1.1** "Alternative Route to Certification" ("ARC") is an approved educational program created by the State of Connecticut Legislature and is approved by the State Board of Education. The Connecticut State Department of Education has approved ARC as an approved Alternative Educator Preparation Program.

**1.2** "ARC Evaluator" is an ARC Employee who is trained pursuant to the Teacher Education and Mentoring Program ("T.E.A.M.").

**1.3** "ARC Student Practicum Placement Program" is an eight-week practicum, student teaching program operated and run by ARC, with support provided by the School Districts during the operation of the program.

- 1.4 "Cooperating Teacher" shall refer to a District Employee//Teacher who has experience in mentoring and supervising student teachers.
- 1.5 "Student Teacher(s)" (also referred to as ARC "Candidate(s)") shall refer to a program participant who is not a teacher of record in a school- based instructional role in the Waterbury school system but has a temporary non-paid student teaching position within the school community.
2. **Intent of Agreement.** The intent of this Agreement is to provide a district-based cohort program for a Student Teacher Practicum to support the ARC Student Practicum Placement, the culminating activity in the ARC program. Furthermore, the intent is to provide a practical introduction to teaching for the Student Teachers.
3. **Scope of Agreement for the Student Teacher ARC Practicum Program.** The ARC program will offer certifications in the following areas (cohorts) for Student Teachers who have a minimum of a Bachelor's Degree (BA Degree): Secondary (7-12) Business Education; Secondary (7-12) English; Secondary (7-12) Mathematics; Secondary (7-12) Sciences (Biology, Chemistry, Earth Science, General Science, Physics); K – 12 World Languages; Pre-K – 12 Family and Consumer Sciences; Pre-K – 12 Technology Education; and Pre-K – 12 Music.
- 3.1 **Practicum Program.** All Student Teachers will be assigned a Cooperating Teacher from the location where the practicum takes place, and an ARC evaluator who will both work to support and evaluate the Student Teacher. Student Teachers must complete their practicum on a full-time basis for forty (40) consecutive school days (8 weeks) or the equivalent. Early releases and late openings count as a full practicum day. The Student Teacher and Cooperating Teacher are expected to follow the practicum schedule as follows:
- 3.1.1 Days 1 & 2: Student Teacher observes Cooperating Teacher
- 3.1.2 Day 3: Student Teacher should begin teaching one to two classes
- 3.1.3 Days 11 - 40 (beginning of week 2): Student Teacher should be teaching a full schedule (minimum 4 teaching periods). If for some reason the Student Teacher is not teaching a full schedule by the second week, the ARC Evaluator and ARC Administration should be contacted immediately.
- 3.2 The scope of the ARC Practicum Program, expectations, and responsibilities are further detailed in the applicable school years' ARC Student handbook and Practicum Handbook, available in the ARC Resource Library at: <http://www.ctohe.org/arcresources/>.
4. **Term.** The term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2024, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.
- 4.1 **Option.** This Agreement may be renewed for one (1) additional three (3) year successive term by the mutual written agreement of the Parties.



**5. Compensation.** Neither the City nor ARC shall be responsible to compensate the other Party, nor the Student Teacher(s), for services rendered under this Agreement. The Parties further agree and understand the City is not responsible to compensate the Student Teacher(s), or the ARC Evaluator, or any employees of ARC/Office of Higher Education. This Agreement is a contractual affiliation solely for the purpose of providing Student Teaching Practicum Placement and opportunities in the Waterbury Public Schools as part of the Alternate Route to Certification Program in furtherance of the Student Teachers' practical education and experience.

**6. Responsibilities of ARC.**

**6.1 The ARC shall:**

- 6.1.1** Ensure that all Student Teachers complete the ARC online admissions application and all appropriate paperwork.
- 6.1.2** Notify the City at least thirty (30) days prior to the beginning of any Student Teacher's Practicum placement. The City agrees to host five (5) Student Teachers, for each 40-day (8 week) practicum placement period. The number of Student Teachers may be increased with District approval.
- 6.1.3** Select their ARC Candidates who have obtained at least a B.A. degree and who are strong Student Teachers for the placement, and meet the minimum requirements of ARC admissions/candidacy.
- 6.1.4** ARC shall convey to the District all information about the Student Teacher/ARC Candidate relevant to the practicum placement, including, but not limited to, the students' names and qualifications to participate in the Practicum Program.
- 6.1.5** Instruct Student Teachers to comply with all applicable rules and regulations of the City. Upon the City's request, ARC shall withdraw from the Practicum Program any Student Teacher who fails to comply with applicable City rules and regulations, or due to health, performance, or other reasons, upon the request of the City if the City determines that such Student Teacher's continued participation in the Program is detrimental to the Student Teacher, to any employee, to any student, or to any person or property in the City's school system. ARC understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any practicum location/School and/or City property. The City will promptly notify the ARC evaluator and administration in the event a Student Teacher is so removed.
- 6.1.6** Be responsible for communicating all licensure/certification and other applicable requirements to Student Teachers and the District; and shall provide all required coursework, training materials, practicum and student teaching handbooks to Student Teachers and the District. ARC shall advise its Student Teachers that they shall be required to follow ARC's policies and procedures in addition to any manuals or handbooks pertaining to the ARC Program. ARC shall provide any such

policies, procedures, manuals or handbooks relevant to the Student Teacher Program to the City prior to execution of this Agreement.

- 6.1.7 Assign and provide an ARC Evaluator to work with the Student Teacher, the Cooperating Teacher and the District.
- 6.1.8 ARC shall determine the Student Teacher's progress during the program and will provide updates on an as needed basis or as requested by the District regarding the Student Teacher's progress, upcoming coursework, and other relevant data.
- 6.1.9 Ensure the ARC Evaluator completes all appropriate assessments, feedback and evaluations and provides those services or responsibilities as set forth herein and in the applicable school years' handbooks and any relevant policies.
- 6.1.10 **Cooperating Teacher Stipend.** ARC shall provide a Three Hundred Dollar (\$300.00) stipend directly to the Cooperating Teacher upon successful completion of the Cooperating Teacher's responsibilities.

## **6.2 Criminal Background Check and DCF Registry Check**

- 6.2.1 ARC shall ensure, and represents to the City, that each and every Student Teacher or any person affiliated with the Program who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. ARC shall further ensure, and represents to the City that any Student Teacher who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. ARC shall not permit any Student Teacher with a disqualifying criminal history to have direct contact with a student.
- 6.2.2 ARC shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and ARC shall provide to each proposed Student Teacher an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student Teacher's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. ARC will instruct the proposed Student Teacher that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Teacher or ARC shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

**6.2.3** Pursuant to and in accordance with C.G.S. §10-221d, ARC shall confirm to the City in writing that the proposed Student Teachers have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Practicum program with the City. Should the results of any criminal history or DCF registry check for Student Teacher be determined by the City to be unsatisfactory, the City may terminate the Student Teachers placement within the City and refuse to host such Student Teacher and the City will accordingly notify ARC of such termination.

**6.2.4** If any changes in the law or regulations with respect to the provisions of this Section 6.2 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

**6.3 ARC shall ensure the communication of and compliance with all Student Teacher Responsibilities, including but not limited to the following:**

**6.3.1** Each Student Teacher shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

**6.3.2** In addition to the execution any forms or waivers attached to this Agreement, each Student Teacher shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such documents.

**6.3.3** Each Student Teacher shall be expected to report to their designated Practicum location as per their agreed upon schedules.

**6.3.4** Each Student Teacher shall comply with all applicable rules and regulations of the City.

**6.3.5** Each Student Teacher shall comply with all Federal, State, local laws and regulations, the City Charter, and City Ordinances, including all such provisions relating to confidentiality and student privacy of records and data as detailed further in section 6.4 of this Agreement.

**6.3.6** Each Student Teacher shall follow the relevant portions of the Student Teaching and Practicum Handbooks and seek the guidance of the ARC Evaluator, Administration, or Cooperating Teacher as required thereunder.

**6.4 ARC shall ensure that ARC, Office of Higher Education, its employees, and each Student Teacher shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or**

information connected with the City of any of its Students as set forth herein. For purposes of this section, "ARC" includes any employees of ARC or Office of Higher Education, including but not limited to, any ARC Evaluator and/or Administration Faculty affiliated with the Program.

- 6.4.1 Student Records.** The Parties acknowledge that in the course of the Program and hosting the Student Teachers pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). ARC and Student Teachers shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student Teaching Opportunity only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. ARC shall instruct its students/Student Teachers on their obligations to comply with FERPA.
- 6.4.2 Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, ARC or the Student Teacher.
- 6.4.3** The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of ARC or the Student Teacher except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by ARC or the Student Teacher. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by ARC or the Student Teacher within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from ARC and/or the Student Teacher that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.
- 6.4.4** ARC and/or the Student Teacher shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- 6.4.5** A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If ARC or the Student Teacher receives a request to



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

**6.4.6** ARC and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.

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

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

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

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

**6.4.10** ARC and the Student Teacher acknowledge and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

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

**6.4.12** If any changes in the law or regulations with respect to the provisions of this Section 6.4 regarding student confidentiality, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this

Agreement remains in effect.

**7. Responsibilities of the City/District. The District will:**

- 7.1 During the term of this Agreement, the City will host in its school system qualified Student Teachers who are ARC Candidates in the Practicum program and who have obtained a Bachelor's Degree (B.A.). For each year of the Contract, the City agrees to host five (5) Student Teachers for each 40-day (8 week) Practicum placement period. The number of Student Teachers hosted by the District may be increased at any time with District approval.
- 7.2 Assign Student Teachers to a role that allows for sufficient exposure to students to facilitate an instruction based experience.
- 7.3 Recruit and Cooperating Teachers in collaboration with ARC faculty that have a history of strong student leadership within the district. Cooperating Teachers will attend scheduled training sessions, during the practicum.
- 7.4 Immediately notify ARC if a change in placement/certification area is made.
- 7.5 Ensure that the Cooperating Teachers will be matched with a Student Teacher, ideally in their own certification area.
- 7.6 Ensure that the Student Teacher is provided with opportunities for practice teaching.
- 7.7 Ensure that all Cooperating Teachers notify ARC and the District point- person if their Student Teachers are not on track with the practicum schedule.
- 7.8 Ensure that the Cooperating Teacher shall complete three classroom observations, a mid-point and final assessment of professional expectations, a final student practicum summative assessment, and an evaluation of the ARC student practicum program.
- 7.9 Ensure the Cooperating Teacher shall briefly respond to the Student Teacher's weekly reflective comments and formal classroom observations.
- 7.10 Ensure that the Cooperating Teachers provide those services or responsibilities as set forth herein.
- 7.11 Provide ARC and Student Teachers relevant information, including policies, procedures, and rules with which the Student Teachers must comply.
- 7.12 In the event that it becomes necessary for the Waterbury Public School system to utilize virtual (distance/remote) learning or a hybrid of in-person and virtual, the City will make all reasonable efforts to continue its obligations under this Agreement.

**8. ARC Evaluator Responsibilities & Expectations.** The ARC Evaluator shall:

- 8.1** Initiate the Practicum process by making contact with the Student Teacher and Cooperating Teacher by phone or email. Ensure Student Teacher and Cooperating Teacher are familiar with the applicable assessment forms and practicum handbook as are available in the ARC Resource Library at: <http://www.ctohe.org/arcresources/>.
- 8.2** Schedule a planning and orientation meeting (virtual or in-person) with the Student Teacher, Cooperating Teacher and ARC Evaluator before the first day of placement.
- 8.3** Develop a classroom observation schedule with the Cooperating Teacher as soon as possible and communicate the schedule with the Student Teacher. Plan a team approach that involves the Student Teacher and Cooperating Teacher in all aspects of the practicum.
- 8.4** Perform three classroom observations, comment on candidate weekly reflections and final evaluation of the candidate in accordance with the assessment guide(s) available in the applicable years' practicum handbook available in the ARC Resource Library online.
- 8.5** Provide evaluative instructional support and feedback both on-site and online to the Student Teacher following each observation.
- 8.6** Communicate with the Cooperating Teacher throughout the Practicum and provide necessary support when and if conflict resolution is needed. Document any details that may impact the successful outcome of the Practicum.
- 8.7** Ensure Cooperating Teachers are completing their online evaluation responsibilities within two days following each observation.
- 8.8** Ensure Cooperating Teachers and Student Teachers are completing their online evaluation responsibilities satisfactorily and on time.
- 8.9** Ensure that the Student Teacher has filed a satisfactory weekly reflection by midnight Saturday for each week of the Practicum.
- 8.10** Ensure that the Student Teacher has submitted appropriate lesson plans at least forty-eight (48) hours in advance of each formal observation.
- 8.11** Submit weekly written feedback for the Student Teacher's reflections.
- 8.12** Confer with the Cooperating Teacher about the Student Teacher's progress and review all of his or her assessment forms before completing the ARC Final Practicum Evaluation.
- 8.13** Complete all assessments in the Student Assessment and Reporting System (SARS). Log all information in a timely manner and keep in constant contact with the ARC administration. Submit all back-up information to the ARC administration if the Student Teacher is experiencing difficulty, which includes emails to the Student Teacher and

Cooperating teacher, summary of any meetings held, etc.

**9. Cooperating Teacher Responsibilities & Expectations.** The Cooperating Teacher shall:

- 9.1 Ideally have experience mentoring and supervising student teachers, and although not required, preferably be a TEAM-trained Cooperating Teacher.
- 9.2 Attend scheduled training during the Practicum.
- 9.3 Send an introductory email to the Student Teacher and ARC evaluator with any specific questions or planning details.
- 9.4 Participate in an introductory planning and training meeting (virtual or in-person) with the Student Teacher and ARC Evaluator.
- 9.5 Review the applicable school years' Practicum Handbook and all assessment forms in the ARC Resource Library (<http://www.ctohe.org/arcresources/>).
- 9.6 Orient the Student Teacher to the school building, school and district policies and procedures, the classroom rules, and provide any curriculum documents or other forms/procedures used for classroom and student management (i.e., seating chart, class record book, etc.).
- 9.7 Oversee classroom(s) where Practicum is taking place for at least the first two weeks in order to provide sufficient support and feedback to Student Teachers. (This requirement does not apply to any Student Teacher working under a Durational Shortage Area Permit (DSAP) or as a long term substitute.)
- 9.8 Review the Student Teacher's weekly reflections and provide written feedback within two days of each weekly submission.
- 9.9 Complete three classroom observations, mid-point and final assessment/checklists of professional expectations, a final practicum evaluation, and the weekly reflection feedback as described in, and in accordance with, the below assessment guide and in the applicable school years' Practicum Handbook.

**9.9.1 Assessment Guide:**

| Assessment                                                                                                                                                                                                | Due Date                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Weekly Reflection Feedback (Student Teacher submits by Saturday at midnight each week) (8)                                                                                                                | By           midnight<br>Monday      |
| Professional Expectations: Mid-Point Checklist (1)                                                                                                                                                        | By middle of 3 <sup>rd</sup><br>week |
| Classroom Observation Forms (3)<br>Cooperating Teacher can choose any classes to observe but the observations should be scheduled throughout the placement timeline so that not more than one observation | Not more than one<br>per week        |



|                                                                                                                                |                                         |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| occurs in any given week. Recommended leave final week open for follow up observation or meeting with ARC evaluator as needed. |                                         |
| Final Practicum Evaluation Form (1)                                                                                            | By the end of the 8 <sup>th</sup> week* |
| Professional Expectations: Final Checklist (1)                                                                                 | By the end of the 8 <sup>th</sup> week* |

*\*or completion of the 40<sup>th</sup> day of the practicum*

- 9.10 Submit all evaluation forms electronically using the ARC Student Assessment and Reporting System (SARS).
- 9.11 Track the outcome of assessments, including the submission of Student Teacher feedback and reflective comments on filed forms. File and track all assessments regularly to ensure that the Student Teacher plays an active and reflective role on a daily basis.
- 9.12 Complete and return the stipend paperwork at least one week before the start of the practicum period. The stipend will be processed upon verification that all assessments have been filed and all stipend paperwork has been received.

**10. Student Teacher (ARC Candidate) Responsibilities & Expectations.** The Student Teacher shall:

- 10.1 Shall follow all rules, regulations, policies and practices of the City of Waterbury and its Board of Education.
- 10.2 Shall observe the Cooperating Teacher for the first two days (Days 1 & 2) of the Practicum.
- 10.3 Shall begin teaching 1-2 classes on Day 3 of the Practicum.
- 10.4 Shall assume a full course load the beginning of Week 2 of the Practicum and for the remainder of the Practicum (Days 11-40).
- 10.5 Shall submit completed lesson plans to your Cooperating Teacher and ARC Evaluator at least forty-eight (48) hours in advance of your scheduled observation. Unless otherwise directed, electronic copies of all lesson plans should be sent to both the ARC Evaluator and Cooperating Teacher.
- 10.6 The Student Teacher will file a weekly practicum reflection in SARS by midnight each Saturday each week of the Practicum Program placement.
- 10.7 Complete weekly reflections and formal class observations.

## **11. Insurance:**

### **11.1 Student Teacher Insurance**

- 11.1.1 Student teachers participating in the student teacher practicum program are covered by the provisions of Connecticut General Statutes § 10-235(a)(2), which provides that the State of Connecticut shall indemnify students participating in approved educational programs provided such students' acts or omissions were not wanton, reckless or malicious.
- 11.1.2 The Student Teacher shall provide the City with proof of health insurance coverage. Unless the Student Teacher has health insurance satisfactory to the City, the Student Teacher may not be eligible to participate in the Practicum Program with the City.
- 11.1.3 At the request of the City and as applicable, the Student Teacher, shall furnish proof of automobile liability insurance.
- 11.1.4 Student Teacher's shall also be covered by ARC's insurance or their own where required and specified below in Section 11.2.

### **11.2 ARC & Student Teacher Required Insurance.**

- 11.2.1 ARC or Student Teacher(s) shall not commence performance of the obligations, services or work under this Contract until all insurance required under this Section 11 has been obtained by ARC and/or the Student Teacher(s) and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.
  - 11.2.1.1 At no additional cost to the City, the ARC or Student Teacher(s) shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from ARC's and/or Student Teacher(s)' obligations under this Contract, whether such obligations are the ARC's or Student Teacher(s)' or person or entity directly or indirectly employed by ARC or Student Teacher(s), or by any person or entity for whose acts ARC's or Student Teacher(s) or subcontractor may be liable.
  - 11.2.1.2 Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide

that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**11.2.2 The following policies with stated limits shall be maintained by ARC as indicated below, or as otherwise may be approved by the Department of Finance, in full force and effect, at all times during which the services are to be performed by the ARC Student Teacher(s):**

**11.2.2.1 General Liability Insurance: \$5,000,000.00 per Occurrence, \$5,000,000.00 Aggregate.**

ARC shall provide coverage to protect the City to the extent of said policy for damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for damages arising out of destruction of property in any one accident or occurrence.

**11.2.2.2 Automobile Liability Insurance: \$5,000,000.00 per Accident, combined single limit (CSL).**

ARC shall provide coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use of loading and unloading of any owned or non-owned vehicle. Such coverage shall apply only to vehicles owned or operated by ARC, and specifically shall not apply to vehicles not owned by ARC.

**11.2.2.3 Excess General Liability Insurance: \$5,000,000.00 per Occurrence/\$5,000,000.00 Aggregate Limit.**

ARC shall carry and provide comprehensive general liability umbrella insurance coverage.

**11.2.3 Failure to Maintain Insurance: It shall be a material breach of this Agreement if ARC or the Student Teacher(s) fails to maintain the minimum required coverage as set forth herein.**

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

**11.4** As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious. ARC agrees that it shall "save harmless" the City of Waterbury from any damages as a result of ARC's or Student teachers negligence.

**11.5 Certificates of Insurance:** The insurance policies shall be endorsed to add the City and its Board of Education as an additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance

afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the ARC or Student Teacher(s)' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the ARC or Student Teacher(s) execute this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and Board/Department of Education are listed as Additional Insureds on all lines of coverage and include a Waiver of Subrogation on all lines of coverage."** The ARC is responsible for maintaining the required coverage for the duration of this Agreement as stated herein this Section 11.

**11.6** No later than thirty (30) calendar days after ARC or Student Teacher(s)' receipt, the ARC shall deliver to the City a copy of the ARC or Student Teacher(s) insurance policies, endorsements, and riders. Said documents shall be delivered in accordance with the Notice provision provided for in Section 15 of this Agreement.

**12. Indemnification.** ARC, Student Teacher(s), and anyone one for which ARC is legally responsible, agree to indemnify and hold harmless the City, its officers, directors, boards, commissions, employees and agents from and against liabilities, damages and costs (including reasonable attorney's fees and costs of defense) for any and all claims related to or arising out of the performance of their obligations and/or participation in the Practicum Program as provided for in this Agreement.

**13. Termination.** Either Party may terminate this Agreement at any time without cause by giving fifteen (15) days' written notice to the other Party.

**14. Students and Faculty Not Employees or Agents.** ARC and the City acknowledge and agree that neither the Student Teacher nor the ARC Evaluator/employees will be considered employees or agents of the City, and that the relationship between the City and Student Teacher is not one of employer/ employee but of an educational internship. The Student Teacher and the ARC Evaluator/employees shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

**15. Notice and Communications between Parties.** Communication regarding the program, updates and Student Teachers progress shall be between the following individuals and the address set forth below.

Alternate Route to Certification (ARC):

Teri Nixon, Senior Associate  
Alternate Route to Certification  
Office of Higher Education  
450 Columbus Blvd., Suite 510  
Hartford, CT 06103



City of Waterbury:           City of Waterbury  
                                          c/o Department of Education  
                                          Human Resources  
                                          236 Grand Street, Room 310  
                                          Waterbury, CT 06702.

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

- 16. Nondiscrimination and Harassment.** No person with responsibilities in the operation of the Practicum, whether affiliated with the District of ARC, shall discriminate against or harass any Student Teacher, Cooperating Teacher, or member of the staff of, or beneficiary of the Practicum on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity or association, age, physical or intellectual or mental disability, political affiliation, marital or parental status, or military service.
- 17. Drug-Free Workplace.** In accordance with the Federal Drug-Free Workplace Act of 1988, ARC and the City are jointly committed to maintaining a drug and alcohol free environment.
- 18. Governing Law.** The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.
- 19. Entire Agreement.** This written Contract shall constitute the entire Agreement between the Parties. This Agreement may not be changed other than by a formal written contract amendment signed by the Parties hereto.
- 20. Prohibition against Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 21. Force Majeure.** Neither Party shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when delays of their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:
- 21.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
  - 21.2.** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
  - 21.3.** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

21.4. strikes and labor disputes; and

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

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

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

**22.1. 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.

**22.2. 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 of the following pertaining to any program requirement or a contract or purchase order, or to any solicitation.

**22.2.1** 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.

**22.2.2** 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.

**22.3. 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.

**23. Conformance with Federal, State and Local Laws:** The Parties at all relevant times to the Contract will be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance of this Agreement and services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder.

**[Signature Page follows.]**

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

**WITNESSES:**

**CITY OF WATERBURY**

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

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

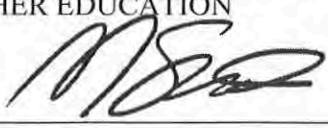
Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

**WITNESSES:**

**ALTERNATE ROUTE TO CERTIFICATION  
("ARC"), STATE OF CONNECTICUT, OFFICE  
OF HIGHER EDUCATION**

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

By:  \_\_\_\_\_  
Title: \_\_\_\_\_  
Melissa Sieffert, Director

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

Date: 2/2/21 \_\_\_\_\_

**SCHEDULE A**

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

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

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am an Alternate Route to Certification ("ARC") Candidate as administered through the Connecticut Office of Higher Education participating in a Student Teaching Practicum Program in the school system of the City of Waterbury for the purpose of obtaining practical experience as part of my ARC Program and in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.



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

Dated at Waterbury, Connecticut this \_\_\_\_ day of \_\_\_\_, 202\_\_.

\_\_\_\_\_  
Student Teacher Signature

\_\_\_\_\_  
Student Teacher Print Name

WITNESSES:

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

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

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

State of Connecticut:

: ss: Waterbury \_\_\_\_\_, \_\_\_\_\_, 202\_\_

County of New Haven:

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

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

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

**SCHEDULE B**

**AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS  
AND DEPARTMENT OF CHILD AND FAMILY REGISTRY CHECK**

I, the undersigned, \_\_\_\_\_, an Alternate Route to Certification ("ARC") Candidate participating in a Student Teacher Practicum Placement Program, hereby request and authorize Cooperative Educational Services, or another so authorized Regional Education Service Center, and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

\_\_\_\_\_  
[Signature]

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

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

**CITY OF WATERBURY  
DEPARTMENT OF FINANCE – RISK MANAGEMENT  
CERTIFICATE OF INSURANCE REVIEW FORM**

**Contract Recipient or Vendor Name:** State of Connecticut

**Requesting Department:** BOE

**Department Contact:** Lisa Romano

**Description of Work To Be Performed:** Alternate Route to  
Certification – Student Practicum

**Estimated Contract Duration and End Date:** 1 year

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**Date Reviewed:** 2/22/21

**Insurance Certificate Term:** 12/31/20-12/31/21

**Payment / Performance Bond:**

**Verification of Existence of Fidelity and Surety in CT**

[https://portal.ct.gov/-/media/CID/1\\_Lists/licencom.pdf](https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf)

**Certificate Meets Insurance Specifications:** Yes

**Insurance Carrier A.M. Best Rating:** A-/7 or better

**Comments:**

**Approved:** Yes



**Risk Manager or Authorized Designee**



STATOFC-04

LVERSELLI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/2/2021

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

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

|                                                                                                                                         |                                                                                                                          |        |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|--------|
| PRODUCER<br>People's United Insurance Agency, Inc.<br>One Financial Plaza<br>Hartford, CT 06103                                         | CONTACT NAME: Doreen Lessard, AIS, ACSR, CPIW, DAE                                                                       |        |
|                                                                                                                                         | PHONE (A/C, No, Ext): (860) 426-6179 FAX (A/C, No): (860) 426-6179<br>E-MAIL ADDRESS: Doreen.Lessard@AssuredPartners.com |        |
| INSURED<br><br>State of Connecticut<br>Dept of Administrative Services<br>Ins. & Risk Mgmt. Board, 450 Columbus B<br>Hartford, CT 06103 | INSURER(S) AFFORDING COVERAGE                                                                                            | NAIC # |
|                                                                                                                                         | INSURER A : Safety National Casualty                                                                                     | 15105  |
|                                                                                                                                         | INSURER B :                                                                                                              |        |
|                                                                                                                                         | INSURER C :                                                                                                              |        |
|                                                                                                                                         | INSURER D :                                                                                                              |        |
|                                                                                                                                         | INSURER E :                                                                                                              |        |
|                                                                                                                                         | INSURER F :                                                                                                              |        |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                        | ADDL SUBR INSD WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                       |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                     | GLE4056101    | 12/31/2020              | 12/31/2021              | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                |                                     | CA6675480     | 12/31/2020              | 12/31/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                              |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                      |                                     | XPE4056104    | 12/31/2020              | 12/31/2021              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                 |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                    | Y/N<br><input type="checkbox"/> N/A |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Liability Insurance is excess of \$4,000,000 self-insured retention (SIR). Worker's Compensation is Self-Insured in Accordance with Statute.

State of Connecticut, Office of Higher Education, to use the City of Waterbury for Student Practicum Placements for ARC and faculty throughout the policy term.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                                        |                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Waterbury<br>c/o Department of Education, Human Resources<br>236 Grand Street, Room 310<br>Waterbury, CT 06702 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                                        | AUTHORIZED REPRESENTATIVE<br><i>People's United Insurance Agency, Inc.</i>                                                                                     |





### Executive Summary

**DATE:** February 25, 2021

**TO:** Honorable Board of Education

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

**SUBJECT:** Approval of Agreement with Family & Children's Aid, Inc.

On behalf of the Waterbury School Readiness Council, I am hereby submitting for the Board of Education's approval a contract with Family & Children's Aid funded by the FY21 Waterbury School Readiness Quality Enhancement Grant. The term of this contract is for the remainder of FY21.

At the Board of Education's December 17, 2020 meeting the Board approved amount of \$27,200.00 for Easterseals BCBA services. The provider was not able to deliver services; the contract was not executed. A replacement service provider, Family and Children's Aid, Inc., has been identified as a replacement for the amount of \$15,000.

The Connecticut Office of Early Childhood Education waived the competitive bid process for the remainder of FY21 as did the City under City of Waterbury Ordinance §38.028 for Extraordinary Conditions. The proposed contract amount of \$15,000.00 would provide a needed service to the children of Waterbury. The School Readiness Council met on February 23, 2021 and voted unanimously to approve the following vendor contract.

| Purpose                                                                              | Amount   |
|--------------------------------------------------------------------------------------|----------|
| Family and Children's Aid, Inc.<br>Behavioral Therapy Services to<br>community sites | \$15,000 |

**PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 6327**  
**for**  
**Quality Enhancement Grant**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Family and Children's Aid, Inc.**

**THIS AGREEMENT** ("Agreement" or Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall Building, 235 Grand Street, Waterbury, Connecticut and Family and Children's Aid, Inc. ("Consultant" or "Vendor"), a duly registered Connecticut Corporation located at 30 Holmes Avenue, Waterbury, Connecticut 06702 (principal business located at 75 West Street, Danbury, Connecticut 06810) (jointly referred to as the "Parties" to the Agreement).

**WHEREAS**, the City was awarded a two (2) year grant, titled School Readiness-Priority, for the years July 1, 2019, through June 30, 2021, grant number 151-002-11000-17097-2020-82079-170018, which includes School Readiness Quality Enhancement Grants for fiscal year 2019-2020 (Year One) and fiscal year 2020-2021 (Year Two); and

**WHEREAS**, the City of Waterbury issued RFP No. 6327 to select consulting services under the School Readiness Quality Enhancement Grant for Year One of the Grant Period (July 1, 2019 through June 30, 2020); and

**WHEREAS**, this Agreement is for Year Two of the Grant Period, FY 21 School Readiness Quality Enhancement Grant, for the year July 1, 2020 through June 30, 2021;

**WHEREAS**, the State of Connecticut, Office of Early Childhood due to COVID-19 determined that, for Year Two of the Grant Period (July 1, 2020 – June 30, 2021), the solicitation of new vendor applications is not required for proposed activities that are a continuation of services through the original Two-Year School Readiness Quality Enhancement Grant so long as there would be no change in the vendors providing those services; and

**WHEREAS**, the City submitted its application for Year Two for the FY 21 School Readiness Quality Enhancement Grant on October 21, 2020 and was awarded the FY 21 School Readiness Quality Enhancement Grant for Year Two (July 1, 2020 - June 30, 2021) in the amount of \$75,641.00 on December 17, 2020 (Grant Number 151-002 11000-16158-2021-82079-170018); and

**WHEREAS**, the vendor that responded to RFP. No. 6327 and that the City had desired to perform the continuation of services from Year One is unable to provide such services in Year Two; and

**WHEREAS**, the Office of Early Childhood realized many Quality Enhancement Grant recipients throughout the state, including the City, were experiencing difficulty providing continuation of services without changing vendors due to circumstances related to the COVID-19; and

**WHEREAS**, on February 23, 2021, the State of Connecticut, Office of Early Childhood issued a revision to its April 6, 2020 Coronavirus Memo # 17 updating item No. 7 to waive the competitive bid process for the remainder of fiscal year (FY) 2021 as did the City for this Contract on February 26, 2021, under City of Waterbury Ordinance §38.028 for extraordinary conditions; and

**WHEREAS**, the City desires to contract with Family and Children's Aid, Inc. for the continuation of Board Certified Behavior Analyst ("BCBA") services under the School Readiness Grant for the remainder of FY2021 in accordance with the February 23, 2021 waiver of the competitive bid process and pursuant to the terms, conditions and provisions set forth in this Agreement and the FY 21 School Readiness Quality Enhancement Grant (the "Project").

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

**1. Scope of Services.** The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City and as set forth in **Attachment A** attached hereto, the Quality Enhancement Grant, all applicable local, state and federal laws, statutes, ordinances and regulations, State Department of Education policies and City of Waterbury and School Readiness Council Policies. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

**1.1.** The Project consists of and the Consultant shall provide, behavior management services for seventy (70) community based school readiness students at the fourteen (14) locations located throughout the city (an average of five students per site). The services will be provided under the supervision and direction of a BCBA (Board Certified Behavior Analyst).

**1.2.** The Consultant will provide a minimum of two hundred (200) hours of services. Direct services to be provided by Consultant include observation, evaluation, assessment, and development of Behavior Plans for identified students and working within multidisciplinary teams including staff, student(s), and/or parent(s)/caregiver(s) as needed to assist with implementing behavior plans and in order to measure progress or identify any barriers to achieving the identified goals.

**1.3.** The services provided by the Consultant are as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment**

A shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof: **Attachment A** shall consist of the following:

- 1.3.1** Quality Enhancement Grant, consisting of 61 pages. (Incorporated herein by reference.)
- 1.3.2** School Readiness – Priority Quality Enhancement Grant Award Notification for Fiscal Year 2020-2021(Grant Number 151-002 11000-16158-2021-82079-170018), dated December 17, 2020, consisting of 1 page. (Attached hereto.)
- 1.3.3** School Readiness – Priority Quality Enhancement Grant application for Fiscal Year 2020-2021, consisting of 34 pages. (Attached hereto.)
- 1.3.4** City of Waterbury RFP 6327, consisting of 25 pages (excluding City Sample Contract, Contract Compliance Packet and, Attachment C - Non-Collusion Form). (Attached hereto.)
- 1.3.5** State of Connecticut, Office of Early Childhood “Coronavirus Memo #17 REVISED” with February 23, 2021 revision of item 7, waiving requirement of competitive bid process for the remainder of FY 2021, consisting of 2 pages. (Attached hereto.)

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

- 1.4.1** This Agreement
- 1.4.2** The Quality Enhancement Grant
- 1.4.3** The Quality Enhancement Grant application FY20-21
- 1.4.4** The Request for Proposal
- 1.4.5** Federal, State, and local laws, regulations, charter and ordinances

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

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



services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

**3.1. Use of City Property.** To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

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

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

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

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

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

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

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

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

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

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

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

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

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

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

Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Consultant warrants and represents that it has conducted a records check and has found no such violation.

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

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

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

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

**3.10.2.1** The City’s Board of Education (“Board”) shall have access to and the ability to delete Student Data in the possession of the University or the Student Intern except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board



may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Intern within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

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

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

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

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

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

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

**5. Contract Time.** The Consultant shall commence all work and services required here under upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2021. ("Contract Time.")

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

**6.1. Fee Schedule.** The fee payable to Consultant shall not exceed **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** for the entire term of this Agreement. The total payment amount is based upon an hourly rate of **SEVENTY FIVE DOLLARS (\$75.00) per hour** for a total of 200 hundred hours.

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

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

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

**6.4. Proposal Costs.** Any and all costs of the Consultant in preparing any proposal to provide the services herein shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

**6.6. Liens.** Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

**8. Indemnification.**

**8.1.** The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and

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

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

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

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

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

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



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

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

**9.4.1 General Liability Insurance:** \$1,000,000 per Occurrence / \$2,000,000 General Aggregate / 2,000,000 Products/Completed Operations Aggregate  
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance:** \$1,000,000 Combined Single Limit each Accident for Any Auto, All Owned and Hired Autos  
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

**9.4.3 Workers’ Compensation:** Statutory Limits within the State of Connecticut: Employers’ Liability:  
EL Each Accident \$500,000.00  
EL Disease Each Employee \$500,000.00  
EL Disease Policy Limit \$500,000.00

Consultant shall comply with all State of Connecticut statutes as it relates to workers’ compensation.

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

**9.4.5 Professional Liability Insurance:** \$1,000,000.00 each claim.  
\$1,000,000.00 aggregate limit  
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

**9.4.6 Other Insurance Required:** Abuse/Molestation Liability Insurance:  
\$1,000,000 each Occurrence, \$1,000,000 Aggregate

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

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

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

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

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

sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

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

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

wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

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

## **12. Termination.**

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

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



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

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

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

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

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

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

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

**12.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title

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

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

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

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

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

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

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

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

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

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

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

**14.4.** Strikes and labor disputes; and

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

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

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

services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

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

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

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

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

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

**24. Contract Change Orders.**

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

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

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

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

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



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

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

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

**25. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned RFP No. 6327 and **(ii)** the Consultant's proposal responding to the aforementioned RFP No. 6327.

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

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

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

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

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

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

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

Consultant: Family & Children's Aid, Inc.  
30 Holmes Avenue  
Waterbury, Connecticut 06702

City: City of Waterbury  
Department of Education  
Chief Academic Officer/School Readiness  
236 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

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

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

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

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

**31.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation;

preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

**31.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 31.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 31.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

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

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

**31.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 31.1-31.7.

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

**31.10.** The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury - Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

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

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

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

**31.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon

an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

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

WITNESS:

**CITY OF WATERBURY**

\_\_\_\_\_

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

\_\_\_\_\_

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

WITNESS:

**FAMILY & CHILDREN'S AID, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_

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



## **ATTACHMENT A**

- 1.** Quality Enhancement Grant, consisting of 61 pages. (Incorporated herein by reference.)
- 2.** School Readiness – Priority Quality Enhancement Grant Award Notification for Fiscal Year 2020-2021(Grant Number 151-002 11000-16158-2021-82079-170018), dated December 17, 2020, consisting of 1 page. (Attached hereto.)
- 3.** School Readiness – Priority Quality Enhancement Grant application for Fiscal Year 2020-2021, consisting of 34 pages. (Attached hereto.)
- 4.** City of Waterbury RFP 6327, consisting of 25 pages (excluding City Sample Contract, Contract Compliance Packet and, Attachment C - Non-Collusion Form). (Attached hereto.)
- 5.** State of Connecticut, Office of Early Childhood “Coronavirus Memo #17 REVISED” with February 23, 2021 revision of item 7, waiving requirement of competitive bid process for the remainder of FY 2021, consisting of 2 pages. (Attached hereto.)



# Waterbury Public Schools

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

Mr. Darren Schwartz  
Chief Academic Officer

February 22, 2021

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

And

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

Re: Approval of a contract between the City of Waterbury and Waterford Country School, Inc.

Dear Honorable Commissioners and Aldermen:

I respectfully request that you approve a contract between the City of Waterbury and Waterford Country School, Inc. to provide an educational program for Waterbury students with disabilities.

This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) which provide services and supports based on each student's individualized needs.

Waterbury has one student for which Waterford Country School, Inc. is appropriate and the student is provided the education, weekly related services and supports required by the student's individual education plan for the school year and extended school year as required. Those weekly services include counseling and other supports. The related services are included in the tuition price.



# Waterbury Public Schools

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

Mr. Darren Schwartz  
Chief Academic Officer

The total amount of the contract for three years is up to \$225,879.45. The contract covers a three-year term, through June 30, 2023 and is paid for with general funds. A tax clearance has been obtained.

In conclusion, I respectfully request that the contract between the City of Waterbury and Waterford Country School, Inc. for education and related services and supports for students with disabilities be approved.

Sincerely,

Darren Schwartz

Enc. contract between the City of Waterbury  
And Waterford Country School, Inc.

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
AND  
WATERFORD COUNTRY SCHOOL, INC.**

**THIS AGREEMENT** ("Contract" or "Agreement"), effective on the date signed by the Mayor, is by and between the City of Waterbury ("City"), City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, and Waterford Country School, Inc. (the "School"), an institution organized and existing under the laws of the State of Connecticut, duly registered as a Connecticut corporation, and having its principal place of business at 78 Hunts Brook Road, Quaker Hill, Connecticut 06375 (jointly referred to as the "Parties" to the Agreement).

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

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

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

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

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

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

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

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

1. **Scope of Services.**

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

2. **Contract Time.**

2.1. The term of this Agreement shall commence upon the date this Contract is signed by the Mayor and shall terminate on June 30, 2023, and shall be effective during that term, or any part thereof. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. **Tuition.**

3.1. The City shall pay the School an amount up to Two Hundred Twenty Five Thousand Eight Hundred Seventy Nine Dollars and Forty-Five Cents (\$225,879.45) for the Services properly rendered pursuant to this Contract, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A**. **Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student's tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy



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

4. **Records/Reports.**

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

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

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

5. **Medicaid Documentation.**

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

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

**6. Responsibilities of the School.**

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

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

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

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

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

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

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

6.6 **Remote/Distance Learning & Learning Model IEP Implementation Plan.** The School shall make all efforts to meet the requirements of the Student's IEP. In the event it becomes necessary to deliver IEP services differently than the Student's current IEP indicates due to health and safety risks, the School shall immediately notify and work with the City to adapt as necessary to meet the Student's educational needs and a Learning Model IEP Implementation Plan is to be utilized.

7. **Additional Students.**

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

8. **Observation of Student.**

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

9. **Confidentiality/FERPA.**

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

9.2. Any and all materials contained in City of Waterbury student files that are entrusted to School or gathered by the School in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by

the City or gathered by the School shall be used solely for the purposes of providing services under this Agreement.

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

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

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

**11. Representation Regarding Qualifications.**

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

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

11.3. The School represents that all persons working with the Student shall have the appropriate level of licensure or certification required by State law, and in accordance with the specifications of the Student's IEP, and the requisite skill, expertise and



knowledge necessary to perform the scope of work required under the terms of this Agreement. The School shall make such licenses and certifications as well as resumes available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

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

**12. Indemnification.**

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

**12.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 12.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**12.3.** The School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

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

**13.1.** The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been



approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

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

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

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

\$1,000,000 per Occurrence

\$2,000,000 General Aggregate

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

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

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

Any Auto, all Owned and Hired Auto

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

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits

**13.3.4. Excess/Umbrella Liability Insurance.** Coverage with limits of:

\$1,000,000 per Occurrence

\$1,000,000 Aggregate

**13.3.5. Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, in the amount(s) of at least:

\$1,000,000 each Wrongful Act

\$1,000,000 Aggregate.

**13.3.5. Abuse & Molestation Liability.** Coverage with limits of:

\$1,000,000 each Occurrence

\$1,000,000 Aggregate

**13.4. Certificates of Insurance.** The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. The Certificates of Insurance must contain the following language for Additional Insured Endorsement and Wavier of Subrogation: The City of Waterbury and the Waterbury Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

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

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

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

**13.6. Cancellation.** THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE

DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

**14. Discriminatory Practices.**

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

**15. Termination of Placement.**

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

**16. Termination of Agreement.**

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

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

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

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

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

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

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

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



**17. Disposition of Records.**

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

**18. Debarment.**

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

**19. Subcontracting.**

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

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

**20. Assignability.**

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

**21. Audit.**

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



**22. Interest of City Officials.**

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

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

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

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

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

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

23.5. The School, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or

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

**24. Prohibition Against Contingency Fees.**

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

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

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

**26. Entire Agreement.**

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

**27. Independent School Relationship.**

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

**28. Severability.**

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

performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

**29. Survival.**

29.1. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement.

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

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

**31. Binding Agreement.**

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

**32. Waiver.**

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

**33. Governing Laws.**

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

**34. Notice.**

34.1. Except as otherwise specifically stated in this Agreement, whenever, under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the School or the City, and delivered in hand or sent by mail, postage prepaid, or by email, to the party to whom it is directed, which until changed by written notice, is/are as follows:

City: City of Waterbury  
Department of Education  
Chief Academic Officer  
236 Grand Street  
Waterbury, Connecticut 06702

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

School: Waterford Country ~~Day~~ School  
78 Hunts Brook Road  
Quaker Hill, Connecticut 06375

[Signature Page Follows]

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

WITNESSES:

CITY OF WATERBURY

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

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

By: \_\_\_\_\_  
Neil M. O'Leary  
Mayor, City of Waterbury, Duly authorized

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

WITNESSES:

WATERFORD COUNTRY SCHOOL, INC.

Sign: Stacy Lowry  
Print Name: Stacy Lowry

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

By: [Signature]  
Title: Assistant Executive Director

Date: 1-25-21





# Waterbury Public Schools

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

Mr. Darren Schwartz  
Chief Academic Officer

February 22, 2021

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

And

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

Re: Approval of a contract between the City of Waterbury and Southern CT  
State University for social work interns.

Dear Honorable Commissioners and Aldermen:

I respectfully request that you approve a contract between the City of Waterbury and Southern Connecticut State University to enable school social work graduate students from the School of Graduate and Professional Studies, Department of Social Work, to intern in the Waterbury Public Schools. This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding.

There is no cost associated with the contract which covers a three-year period through June 30, 2024 during which time SCSU can send social work graduate student interns to Waterbury Public Schools as the parties agree are appropriate.



# Waterbury Public Schools

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

Mr. Darren Schwartz  
Chief Academic Officer

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

In conclusion, I respectfully request that the contract between the City of Waterbury and Southern Connecticut State University for graduate school social work interns be approved.

Sincerely,

Darren Schwartz

Enc. contract between the City of Waterbury  
And SCSU for social work interns

Southern Connecticut State University  
Social Work Student Internship

**STUDENT INTERN AFFILIATION AGREEMENT**  
**for**  
**Social Work Student Internships**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Southern Connecticut State University**

**THIS AGREEMENT** (“Agreement” or “Contract”), effective on the date signed by the University, is by and between the City of Waterbury (the “City”), with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut and Southern Connecticut State University (“University”), a constituent unit of the State of Connecticut System of Higher Education having a principal place of business in 501 Crescent Street, New Haven, Connecticut 06515.

**WHEREAS**, Southern Connecticut State University is a public University and maintains a School of Graduate and Professional Studies, Department of Social Work awarding Master’s Degrees in the area of Social Work; and

**WHEREAS**, the University desires to establish Social Work Internships to assist in the training of graduate students enrolled in its Department of Social Work graduate program (hereinafter “Student Interns” or “Interns”); and

**WHEREAS**, the City desires to assist in the training of such students by hosting them as social work Student Interns in the City’s school system (“Internship Program”); and

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

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

- 1. Term.** The term of this Agreement shall commence when executed by the Mayor, and terminate on June 30, 2024, or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein.
- 2. Compensation.** Neither the University nor the City shall be responsible to compensate the other Party, or the Intern for services rendered under this Agreement. The Parties further agree and understand that neither the Intern nor the Faculty Advisor/Internship Supervisor or any other University employee is an employee of the City of Waterbury. This Agreement is a contractual affiliation solely for the purpose of providing the Intern(s) the opportunity to participate in an Internship in the Waterbury Public Schools for the purpose of obtaining experience in furtherance of his/her education.

Southern Connecticut State University  
Social Work Student Internship

### **3. Responsibilities of the University.**

**3.1.** A representative from the University's School of Graduate and Professional Studies responsible for its Student Intern placements (or the designated person), not later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 11 of this Agreement) of the number of Student Interns available to be hosted by the City. The City reserves the right to determine the number of social work Student Interns it will host in the District and shall give notice as promptly as is practicable of the number of interns it agrees to host during that school year and/or semester.

**3.2.** The University shall certify, for participation in the Internship Program, only those qualified Social Work students enrolled in the Graduate or Masters Programs.

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

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

**3.5.** The University shall advise its Interns that they shall be required to follow any and all Southern Connecticut State University's internship handbooks, manuals, policies, etc. during the Intern's involvement in the Internship Program. A copy of any such handbooks, manuals policies etc., shall be provided to the City prior to commencement of this Agreement.

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



Southern Connecticut State University  
Social Work Student Internship

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

3.8. The University shall advise its Student Interns that they will be expected to report to their designated Internship Site as per their agreed upon schedules.

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

3.10. The University shall provide a University Supervisor, for the purpose of tracking the progress of Student Interns and for consultation with the City, Hosting School, or District personnel as necessary. The University faculty shall be solely responsible for assigning final course grades to the Student Interns.

3.11. The University will convey to the City information about the philosophy and objectives of the Program as well as any information and forms to be completed by the City as may be necessary to enable the City to host the Student Intern.

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

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

3.12.2. The University shall advise each proposed Student Intern that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Intern an authorization in the form attached as Schedule B requesting and authorizing



Southern Connecticut State University  
Social Work Student Internship

the RESC to release the results of the Student' Intern's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student Intern that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

**3.12.3.** Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Interns have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Intern be determined by the City to be unsatisfactory, the City may terminate the Student Interns Opportunity in the Program and refuse to host such Student Intern and the City will accordingly notify the University's Director of Internship and Field Experience, or her designee, of such termination.

**3.12.4.** If any changes in the law or regulations with respect to the provisions of this Section 3.12 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

**3.13. The University shall ensure the communication of and compliance with all Student Intern Responsibilities, including but not limited to the following:**

**3.13.1.** Each Student Intern shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

**3.13.2.** In addition to the execution any forms or waivers attached to this Agreement, each Student Intern shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such documents.

**3.13.3.** Each Student Intern shall be expected to report to their designated Hosting School/Internship Site as per their agreed upon schedules.

**3.13.4.** Each Student Intern shall comply with all applicable rules and regulations of the City.

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**3.13.5.** Each Student Intern shall comply with all Federal, State, local laws and regulations, the City Charter, and City Ordinances, including all such provisions relating to confidentiality and student privacy of records and data as detailed further in section 3.14 of this Agreement.

**3.13.6.** Each Student Intern shall follow the relevant portions of the Student Teaching Handbook and seek the guidance of the University Supervisor or Faculty Advisor or Cooperating Teacher as required thereunder.

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

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

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

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

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

- 3.14.4.** The University and/or the Student Intern shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- 3.14.5.** A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the University or the Student Intern receives a request to review Student Data in the University's or the Student Intern's possession directly from a student, parent, or guardian, the University and the Student Intern agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Student Intern agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the University or the Student Intern, and correct any erroneous information therein.
- 3.14.6.** The University and the Student Intern shall take actions designed to ensure the security and confidentiality of student data.
- 3.14.7.** The University and the Student Intern will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:
- Upon discovery by the University or the Student Intern of a breach of Student Data, the University shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- 3.14.8.** Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Intern at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an

Southern Connecticut State University  
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electronic account with the University after the expiration of such contract for the purpose of storing student-generated content.

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

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

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

**3.14.12.** If any changes in the law or regulations with respect to the provisions of this Section 3.14 regarding student confidentiality, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

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

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

**4.2.** The City agrees to host the Intern and provide adequate supervision consistent with the objectives of the University's clinical education program, and shall provide suitable facilities and sufficient personnel necessary to carry out this program.

**4.3.** The City agrees to designate qualified personnel to assist in program coordination and the learning experience of the Student Interns.

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

**4.5.** The City reserves the right to determine the number of social work Student Interns it will host in the District.

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

**4.7.** The City shall provide the Internship Supervisor and Student Interns relevant



Southern Connecticut State University  
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information, including policies, procedures, and rules with which the Student Interns must comply.

4.8. The City will notify the Internship Supervisor or the appropriate University representative, or his or her designee, whenever an Intern does not timely report to the designated Internship Site.

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

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

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

7. **Insurance and Indemnification.**

7.1. The University shall offer health insurance to the student to be considered as a potential intern, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the student Internship Program. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential Intern for review by the City.



Southern Connecticut State University  
Social Work Student Internship

7.2. Student Interns participating in the Internship Program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes §5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious. The University agrees that it shall save harmless the City of Waterbury, the Waterbury Board of Education, 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 this contract and/or any negligent act or omission of the University, University's employee, faculty or Interns.

## **8. Termination.**

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

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

9. **Students and Faculty Not Employees or Agents.** The University and the City acknowledge and agree that neither the Student Interns nor the University Supervisor will be considered employees or agents of the City, and that the relationship between the City and the Student Interns, the University Supervisor and the City is that of an independent contractor. The University, its Faculty and the Student Interns shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

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

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

Southern Connecticut State University  
Social Work Student Internship

To the University: Southern Connecticut State University  
School of Graduate and Professional Studies  
Department of Social Work  
501 Crescent Street  
New Haven, CT 06515

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

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

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

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

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

**15. Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the City.

Southern Connecticut State University  
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**16. Non-discrimination.** Each Party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each Party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

**16.1.** In performing this Agreement, the University, shall not discriminate against any Student Intern or Student Intern applicant, with respect to his or her admission, admission to the Program, terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Interns under this Agreement; and the University shall not discriminate against any employee or applicant, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of the person's race, color, sex, sexual orientation, gender identity or association, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

**16.2.** These non-discrimination covenants are required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

**18. City Code of Ordinances- Ethics and Conflict of Interest Provisions.** The University or Student Intern hereby acknowledges it is their responsibility to review and understand Chapter 39 of City's Ordinance regarding Ethics and Conflicts of Interest, as applicable, and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapter 39 and all City Ordinances may be obtained from the Office of the City Clerk and online: [https://codelibrary.amlegal.com/codes/waterbury/latest/waterbury\\_ct/0-0-0-1](https://codelibrary.amlegal.com/codes/waterbury/latest/waterbury_ct/0-0-0-1). The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations,

Southern Connecticut State University  
Social Work Student Internship

charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**18.1. 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 of the following pertaining to any program requirement or a contract or purchase order, or to any solicitation.

**18.1.1.** 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.

**18.1.2.** 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.

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

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

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

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

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

**19.4.** strikes and labor disputes; and



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

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

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

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

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

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

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

[Signature Page follows.]



Southern Connecticut State University  
Social Work Student Internship

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

**WITNESSES:**

**CITY OF WATERBURY**

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

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

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

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

**WITNESSES:**

**SOUTHERN CONNECTICUT STATE  
UNIVERSITY**

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

By: \_\_\_\_\_  
DocuSigned by:  
Robert Prezant  
4806FC9130AF4AD...  
Provost

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

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

Date: 2/12/2021

Southern Connecticut State University  
Social Work Student Internship

## **SCHEDULE A**

### **WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND ACKNOWLEDGMENT OF NON-EMPLOYMENT**

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

I further agree to indemnify and hold harmless the City of Waterbury and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees which may directly or indirectly result from or occur as a consequence of said Internship or any associated activity.

I further agree and understand that I am neither an employee of the City of Waterbury nor of Southern Connecticut State University, but rather that I am a Graduate Student at Southern Connecticut State University – School of Graduate and Professional Studies Social Work Program participating in an Internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

[Signature page follows]

Southern Connecticut State University  
Social Work Student Internship

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

Dated at Waterbury, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

State of Connecticut;

County of \_\_\_\_\_ : ss: Waterbury \_\_\_\_\_, \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

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

\_\_\_\_\_  
Commissioner of Superior Court

Notary Public

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

Southern Connecticut State University  
Social Work Student Internship

**SCHEDULE B**  
**AUTHORIZATION FOR RELEASE OF RESULTS OF INTERN CRIMINAL HISTORY**  
**RECORDS CHECKS**

The undersigned, \_\_\_\_\_, a Social Work graduate student in the School of Graduate and Professional Studies Social Work Program at Southern Connecticut State University, hereby requests and authorizes Cooperative Educational Services (a Regional Education Service Center) to release to the Dean of Southern Connecticut State University, or his/her designee, and to the Board of Education of the City of Waterbury the results of my state and national criminal history records check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

\_\_\_\_\_  
Student Intern Signature

\_\_\_\_\_  
Printed Name of Student Intern

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



# Waterbury Public Schools

*Office of Competitive Grants*  
*Louise Allen Brown, J.D., M.P.A., Grant Writer*

March 2, 2021

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

**Re: Career & Technical Education Secondary Special Populations Recruitment  
and Retention Grant 2021 (CSDE)**

Dear President Pagano and Education Commissioners:

The Connecticut State Department of Education (CSDE) announced late last Friday the release of a new competitive grant opportunity. Districts can apply for up to \$22,315 to fund projects that enhance recruitment and retention of Perkins Grant defined "special populations." No matching funds are required; however, applicants are expected to commit to sustaining the project beyond the grant period.

I am still working with Career and Technical Education (CTE) Supervisor, Michael Merati, to fully develop the proposal for this grant opportunity. Although the project design is still under development, it does include the creation of an action plan to attract and retain more students, including so-called "special populations," in CTE programs of study which prepare students for diverse careers after graduation. Details can be found in my attached Grant Highlights document.

Grant applications are due to CSDE on April 1, 2021. Therefore, I respectfully request your permission to apply for the Promoting Middle School Financial Literacy Statewide Grant. Thank you for your consideration.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin  
Dr. Janice Epperson  
Darren Schwartz  
Michael Merati



**Career & Technical Education Secondary Special Populations Recruitment  
and Retention Grant 2021  
CT State Department of Education  
March 2, 2021  
Louise Allen Brown**

**Grant Highlights**

**Program Purpose:**

“...The Career and Technical Education Secondary Special Populations Recruitment and Retention Grant (grant) was designed to assist eligible secondary Perkins V recipients in designing and implementing a plan for the recruitment and retention of students representing special populations into Career and Technical Education Career Clusters, pathways and programs of study. Recipients of the grant must agree to make their plan available to other local education agencies and present their experience in planning and executing the goal of this grant at the request of the Connecticut State Department of Education (CSDE).”  
[rfp, p. 1]

**Eligible Applicants:**

This is a competitive grant that is “open to all secondary eligible recipients that have received or will receive Perkins V funding for the 2020–21 school year....” [rfp, p. 1]

**Grant Period:**

“...Grants will be awarded on or after April 16, 2021....All funds must be expended or obligated by August 31, 2021, and liquidated by September 30, 2021....” [rfp, p. 2]

**Grant Amount:** Up to \$ 22,315.

“...Funds will be awarded per district, not per middle school, with a maximum of \$15,000. Amounts awarded may be less based upon the number of applications received....” [rfp, p. 1]

**Matching Funds:** No matching funds are required; although applicants are expected to sustain the project after the grant period.

**Application Deadline:** April 1, 2021, 3 pm

**Grant Requirements:**

This grant program, funded through Perkins funds, will support projects that are designed to address recruitment and retention of students representing Perkins V designated “special populations:

- individuals with disabilities;
- individuals from economically disadvantaged families, including low-income youth and adults;
- individuals preparing for non-traditional fields;
- single parents, including single pregnant women;
- out of workforce individuals;
- English learners;
- homeless individuals described in section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
- youth in or aged out of the foster care system; and

**CTE Secondary Special Populations Recruitment & Retention Grant 2021 (CSDE), p. 2**  
**March 2, 2021**  
**Louise Allen Brown**

- youth with a parent who is a member of the armed forces and on active duty (Perkins V).”

[rfp, p. 1]

**Waterbury Public Schools (WPS) Program Description:**

WPS proposes to invest grant funds, if awarded, in engaging a consultant(s) to facilitate development of an Action Plan that includes achievable steps and useful materials to recruit and retain students, including “special populations,” to pursue CTE career pathways. A district Team that includes teachers, administrators, school counselors and/or other stakeholders will be assembled to engage in professional learning opportunities with TFS Results consultants (or the like), to work to create the Action Plan. The Action Plan will reflect strategies to attract and keep student interest and follow through in CTE programs and CTE career pathways which the Team will have explored with the consultant(s) in the context of maximizing efforts to connect with students of the 2020s (and beyond), virtual learning challenges and opportunities, and delivery of clear messaging to students and parents about what CTE has to offer.



# Waterbury Public Schools

*Office of Competitive Grants*  
*Louise Allen Brown, J.D., M.P.A., Grant Writer*

March 2, 2021

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

**Re: Promoting Middle School Financial Literacy Statewide Grant 2021 [CSDE]**

Dear President Pagano and Education Commissioners:

The Connecticut State Department of Education (CSDE) has announced that with the Connecticut State Department of Banking, it is funding 2021 grants to promote financial literacy among students. Districts can apply for up to \$15,000 to fund financial literacy programs serving students in grades 6-8. No matching funds are required; however, applicants are expected to commit to sustaining the project beyond the grant period.

Career and Technical Education (CTE) Supervisor Michael Merati and I are working to develop a proposal for this grant opportunity that builds on the middle school financial literacy project initiated in Waterbury's middle schools in 2020 through a similar State grant. Details can be found in my attached Grant Highlights document.

Grant applications are due to CSDE on April 1, 2021. Therefore, I respectfully request your permission to apply for the Promoting Middle School Financial Literacy Statewide Grant. Thank you for your consideration.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin  
Dr. Janice Epperson  
Darren Schwartz  
Michael Merati

**Promoting Middle School Financial Literacy Statewide Grant 2021**  
**CT State Department of Education**  
**March 2, 2021**  
**Louise Allen Brown**

**Grant Highlights**

**Program Purpose:**

“...The Promoting Middle School Financial Literacy Grant 2021 seeks to expand financial literacy in grades 6-8 to prepare students to navigate the complex consumer economy of the 21<sup>st</sup> century as informed and civically engaged citizens.

Funds must be utilized to create new Financial Literacy programming or to enhance and improve current content offerings. Nationally-recognized Personal Finance Standards, e.g., JumpStart or National Business Educator Association (NBEA), must be utilized when designing curriculum. Educators are encouraged to design learning experiences that meet the needs of all learners....Middle school programming should vertically align with local high school graduation requirements for Personal Finance and/or high school course offerings.... middle school financial literacy courses cannot be used to award high school credit...”  
[rfp, p. iv]

**Eligible Applicants:**

“The grant is open to all public school districts in Connecticut serving grades 6-8....Although this grant is not competitive, districts must submit a grant application and sustainability plan to be approved by the CSDE....” [rfp, p. iv]

**Grant Period:**

“Grants will be awarded on or after April 16, 2021. All funds must be obligated by September 30, 2021, and liquidated by November 30, 2021.” [rfp, p. v]

**Grant Amount:** Up to \$15,000

“...Funds will be awarded per district, not per middle school, with a maximum of \$15,000. Amounts awarded may be less based upon the number of applications received....” [rfp, p.iv]

**Matching Funds:** No matching funds are required; although applicants are expected to sustain the project after the grant period.

**Application Deadline:** April 1, 2021, 3 pm

**Waterbury Public Schools (WPS) Program Description:**

WPS proposes to invest grant funds in extending through the 2021-22 school year, two financial literacy programs which will be embedded once again into the Business and Computers elective course at the three comprehensive middle schools, and at Enlightenment and State Street by extension. These curriculum enhancements were initiated in the middle schools through a similar grant in the 2020-21 school year. The two programs are as follows:

- Virtual Business Personal Finance Game Based Simulations by Knowledge Matters Inc. (or the like) – This web-based programs will facilitate student learning of personal finance concepts. Through online simulated games, students track personal behavior and

**Promoting MS Financial Literacy Grant 2021 (CSDE), p. 2**  
**March 2, 2021**  
**Louise Allen Brown**

spending habits (finding an apartment, finding a job, getting a bank account, paying taxes, and more. As a result, students are expected to build knowledge about such matters as:

- Budgeting & Saving
- Choosing & Balancing a Checking Account
- Getting a Credit Card
- Fixing Your Credit
- Education & Advancement
- Using Online Banking
- Paying Taxes
- Intro to Investing
- Time Management and Health
- Finding a Job
- Finding an Apartment
- Buying a Car
- Shopping
- Risk vs. Return
- Diversification
- Investing for Retirement

- Foundations in Personal Finance: Middle School (Grades 6-8 Edition) by Ramsey Education (or the like)— This is a supplemental curriculum which consists of six stand-alone chapters featuring 22 lessons, which include real-life stories to educate and reinforce principles for sound money management. Students will use online resources and/or other curriculum materials to build personal finance knowledge and skills through a student-centered, competency-based approach to learning.

According to the CTE Supervisor (M.Merati): Teachers have been able this year to leverage these high quality curricula to increase student engagement and achievement. Teachers observed students participating more in daily lessons when both curricula were leveraged during this challenging year (2020-21). Students and parents also would like for these programs to continue.



**CONSTRUCTION CONTRACT**  
**[RFP No. 6760]**  
**for**  
**WALSH ELEMENTARY SCHOOL BOILER REPLACEMENT PROJECT**  
**between**  
**City of Waterbury**  
**and**  
**SK MECHANICAL, LLC**

**THIS CONTRACT** (“Contract” or “Agreement”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (“City”), City Hall, 235 Grand Street, Waterbury, Connecticut and SK MECHANICAL, LLC (“Contractor”), located at 266 Center Street, Manchester, Connecticut 06040, a State of Connecticut duly registered limited liability company (jointly referred to as the “Parties” to this Agreement).

**WHEREAS**, the Contractor submitted a proposal to the City in response to Request for Proposal (“RFP”) Number 6760 for Walsh Elementary School Boiler Replacement Project; and,

**WHEREAS**, the City selected the Contractor to perform services regarding RFP Number 6760 and; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this Contract (the “Project”).

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

**1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

**1.1.** The Project consists of Walsh Elementary School Boiler Replacement Project which consists of the furnishing and installation of a new boiler system at Walsh Elementary School located at 55 Dikeman Street in Waterbury. Furthermore, the project consists of demolition to facilitate installation of new boiler system and disassembly and removal of old equipment and debris; installation of two (2) new natural gas high efficiency steam boilers, venting, and accessories; installation of one (1) new condensate pump, piping and accessories; installation of one (1) new boiler feed system, piping, chemical feed system and blowdown separator; startup and owner training including which includes providing manufacturer startup for all equipment, one (1) day of owner training with the manufacturer, and chemical burn in treatment; and Contractor providing protections for

all finishes and restoring finishes to existing condition after construction as is all detailed and described in the Contract Documents in **Attachment A**, all of which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City's RFP No. 6760, consisting of 9 pages (excluding attachments thereto), (attached hereto);
- 1.1.2 Addendum #4 to City's RFP No. 6760, consisting of 1 page (attached hereto);
- 1.1.3 Addendum #2 to City's RFP No. 6760, consisting of 2 pages (attached hereto);
- 1.1.4 Contractor's Revised Price Proposal, dated November 11, 2020, consisting of 2 pages (attached hereto);
- 1.1.5 Contractor's Response (also referred to as "Contractor's Qualification Statement" as attachment "E" to RFP/Response) to RFP No. 6760, dated September 18, 2020, consisting of 6 pages (excluding original price proposal, City contract compliance documents and Contractor's bid bond, all incorporated by reference), (attached hereto);
- 1.1.6 Technical Specifications & Scope of Services (also referred to as "General Description" as attachment "F" to RFP), including Division 01 - General Requirements and Division 02 - Existing Conditions, consisting of 48 pages (attached hereto);
- 1.1.7 List of Drawings prepared by BL Companies, consisting of 11 pages (attached hereto);
- 1.1.8 State of Connecticut Prevailing Wage Schedule, dated March 2, 2021, and related information, consisting of 10 pages (attached hereto).
- 1.1.9 Contractor's Certificate of Insurance (attached hereto)
- 1.1.10 Contractor's Performance Bond (attached hereto);
- 1.1.11 Contractor's Payment Bond (attached hereto);
- 1.1.12 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference).
- 1.1.13 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.14 All applicable permits and licenses (incorporated by reference)

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

- 1.2.1 Amendment(s) and Change Orders

- 1.2.2 This Contract
- 1.2.3 Addendum #2 to RFP No. 6760
- 1.2.4 Addendum #4 to RFP No. 6760
- 1.2.5 Technical Specifications & Scope of Services
- 1.2.6 Contractor's Revised Price Proposal
- 1.2.7 RFP No. 6760
- 1.2.8 Contractor's Response
- 1.2.9 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.10 Drawings

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

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

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

**3. Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

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

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

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

**3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

**3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's proposal documents and other documents for **RFP No. 6760** (collectively "Proposal Documents");

**3.1.7.** it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

**3.1.8.** it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

**3.1.9** it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations,

investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

**3.1.10** The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

**3.2. Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.3. Storage.** In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

**3.4. Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

**3.5. Cleaning Up.** The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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



**3.7. Standard of Performance.** All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

**3.7.1** In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

**3.8. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

**3.9. Subsurface/Unknown Site Conditions.** If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

**3.10. Surveys.** All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

**3.11. Permits and Licenses.** Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract and for the City's occupancy, use, and operation of the Project.

**3.12. Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with

printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

**3.13. Review by the City.** The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

**3.14. Records Maintenance.** The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

**4.1.** The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

**4.2.** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **One Hundred Twenty (120) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **One Hundred Fifty (150) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

**5.1.** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

**5.2. Delay Damages**

**5.2.1** Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

**5.2.1.1** The Contractor shall pay to the City the sum of the greater of **Five Hundred Dollars and Zero Cents (\$500.00) per consecutive calendar day** for each and every calendar day for which the Contractor is in default in completing the work beyond 120 days from the start of the Project, the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

**5.2.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

### **5.3 No Damage for Delay**

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

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for

additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

**6.1. Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **TWO HUNDRED EIGHTY SEVEN THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS AND ZERO CENTS (\$287,155.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Revised Price Proposal set forth in **Attachment A's** "Contractor's Revised Price proposal, dated November 11, 2020," which is summarized below:

**6.1.1** \$267,050.00.....(Bid Item #1.0 - Base Bid/Payment)

**6.1.2** \$26,105.00.....(Bid Item #2.0 Allowance for Changes)

**6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

**6.3. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

**6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

**6.3.2** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its bid for **RFP Number 6760** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

**6.5. Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

**6.6. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

**6.7. Contractor's Certificate of Completion.** Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

**6.8. Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

**6.9. Clean Water Fund Project Requirements.** In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

**6.9.1** submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar



day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

#### **6.9.2 Progress and Final Payments**

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

**7. Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) three hundred sixty five (365) calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

**7.1.** The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

#### **8. Passing of Title and Risk of Loss.**

**8.1.** City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

**8.2.** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

**8.3.** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

## **9. Indemnification.**

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

**9.2.** In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, 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 9 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.

**9.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

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

**9.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement

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

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

**10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

**11. Contractor's Insurance.**

**11.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, 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.

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

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

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

**11.4.1 General Liability Insurance:**

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

**\$2,000,000.00** General Aggregate

**\$2,000,000.00** Products/Completed Operations Aggregate

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

**11.4.2 Automobile Liability Insurance:**

**\$1,000,000.00** Combined Single Limit Each Accident

**Any Auto, All Owned and Hired Autos**

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

**11.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employer Liability (EL):

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

**11.4.4 Excess/Umbrella Liability Insurance:**

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

**\$1,000,000.00** Aggregate

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

**11.4.5 Builder's Risk/Installation Floater Insurance:** Dollar Limits equaling value of the project.

The foregoing coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

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

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

**11.7. Certificates of Insurance:** All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City as additional insured and provide waiver of subrogation on all policies except Builders Risk. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation. All policies shall include a Waiver of Subrogation except Builders Risk"**. The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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

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

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

**12.2.1** The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"),



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

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

**12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

**12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1** Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned

by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

**iii.** "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

**12.4.3** The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

**12.4.4** Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

- i.** set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
- ii.** of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

**12.4.5** Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

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

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

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

**13.3. Affirmative Action.**

**13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws

of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

**13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

## **14. Good Jobs Ordinance**

### **14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.**

**14.1.1** The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

**14.1.2** Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

**14.1.3** This paragraph shall apply to a Covered Project, as that term is defined in



the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

**14.1.4 Definitions.** For purposes of this paragraph:

- i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

**14.1.5 Hiring Goals.** If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

- i. at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- vi. a minimum of ten percent (10%) of the total work hours shall be

allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

**14.1.6 Good Faith Efforts.** The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term “Good Faith Efforts” shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

**14.1.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

**14.1.8 Other Contractor Obligations.** In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

## **14.2 Liquidated Damages Applicable To Section 14.1**

**14.2.1** If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

- i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.
- ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

**14.2.2** If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

**14.2.3** The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

**14.2.4** No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

**14.2.5** The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

**14.2.6** Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

**15. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

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

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

**15.4.** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

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

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

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

## **16. Termination.**

**16.1. Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

**16.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this



Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

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

#### **16.4. Rights Upon Termination.**

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

**16.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans,

specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

**16.4.3 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

**16.4.4 Delivery of Documents.** In the event of termination, **(i)** 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, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

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

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

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

**17.4.** strikes and labor disputes; and

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

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

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

**18.1.** 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.

**18.2.** The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

**18.3.** The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

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

**20. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. 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 Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

**23. Entire Contract.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

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

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

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

**27. Changes in the Project: Change Orders.**

**27.1. Requests for Change Orders.** The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

## **27.2. Procedures.**

### **27.2.1 The Contractor's Response to a Change Request.**

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

**27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

**27.2.3 City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

**27.3. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.



- 27.4. Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order is governed by the provisions of this Contract.
- 28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP Number 6760 (ii) the Contractor's Revised Cost Proposal dated November 11, 2020; and Contractor's Response to RFP Number 6760. Said historical documents are attached hereto as part of Attachment A.
- 28.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.
- 28.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.
- 29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.
- 30. Binding Contract.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- 31. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.
- 32. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
- 33. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: SK Mechanical, LLC  
266 Center Street  
Manchester, CT 06040

City: City of Waterbury  
Chase Municipal Building  
School Inspector's Office  
235 Grand Street  
Waterbury, CT 06702

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

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

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

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

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

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

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

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

**34.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**34.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**34.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

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

**34.10** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury - Code of Ordinances (Rev. 12/31/19)."] For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

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

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

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

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

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

**35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

- 35.1** Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2** Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3** Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4** City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5** Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.
- 35.6** Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7** Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8** Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.



- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: School Inspector's Office, Department of Education

[Signature page follows]

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

**WITNESSES:**

**CITY OF WATERBURY**

\_\_\_\_\_

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

\_\_\_\_\_

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

**WITNESSES:**

**SK MECAHNICAL, LLC**

\_\_\_\_\_

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

\_\_\_\_\_

Its \_\_\_\_\_

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

## **ATTACHMENT A**

1. City's RFP No. 6760, consisting of 9 pages (excluding attachments thereto), (attached hereto);
2. Addendum #4 to City's RFP No. 6760, consisting of 1 page (attached hereto);
3. Addendum #2 to City's RFP No. 6760, consisting of 2 pages (attached hereto);
4. Contractor's Revised Price Proposal, dated November 11, 2020, consisting of 2 pages (attached hereto);
5. Contractor's Response (also referred to as "Contractor's Qualification Statement" as attachment "E" to RFP/Response) to RFP No. 6760, dated September 18, 2020, consisting of 6 pages (excluding original price proposal, City contract compliance documents and Contractor's bid bond, all incorporated by reference), (attached hereto);
6. Technical Specifications & Scope of Services (also referred to as "General Description" as attachment "F" to RFP), including Division 01 - General Requirements and Division 02 - Existing Conditions, consisting of 48 pages (attached hereto);
7. List of Drawings prepared by BL Companies, consisting of 11 pages (attached hereto);
8. State of Connecticut Prevailing Wage Schedule, dated March 2, 2021, and related information, consisting of 10 pages (attached hereto).
9. Contractor's Certificate of Insurance (attached hereto)
10. Contractor's Performance Bond (attached hereto);
11. Contractor's Payment Bond (attached hereto);
12. Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference).
13. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
14. All applicable permits and licenses (incorporated by reference)

**CITY OF WATERBURY  
EDUCATION DEPARTMENT**

**REQUEST FOR PROPOSAL (#6760)  
BY  
THE CITY OF WATERBURY BOARD OF EDUCATION  
FOR  
WALSH BOILERS REPLACEMENT**

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**A. Background and Intent**

The *Board of Education* of the City of Waterbury (the "City") is seeking Proposals for **Walsh Boilers Replacement** the "Project") with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

**B. Qualifications**

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:
  - a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
  - b. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
  - c. Adequate staff/employees to perform/complete the work in a timely manner;
  - d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
  - e. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.

**C. Scope of Services**

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

**D. Agreement Period**

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City's written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall Substantially Complete all work and services required under this Contract within **ONE HUNDRED TWENTY (120) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **ONE HUNDRED FIFTY (150) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

**E. General Information**

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

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BOARD OF EDUCATION**

2. There will be a **mandatory** Information Session with respect to this RFP on **September 9, 2020 at 9:00 am. At Walsh Elementary School located at 55 Dikeman Street, Waterbury, CT 06704. Those not attending the Information Session at Walsh School will not be eligible to submit a Proposal in connection with this RFP.**
3. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in Attachment A (Contract Compliance Documents) attached hereto and made part of this RFP.
4. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury eProcurement website and must be received by 2:00 PM on September 11, 2020.** Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.
5. **Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury eProcurement website by 2:00 PM on September 15, 2020.** It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director, Mr. McCaffery, at (203) 574-6748.

**F. Management**

Any award of work resulting from this RFP will be managed by BL Companies and the School Inspector's Office.

**G. Conditions**

1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:
  - a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
  - b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
  - c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
  - d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
  - e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.



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BOARD OF EDUCATION**

- f. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.1(e) of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- l. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

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BOARD OF EDUCATION**

**H. Submittal Requirements & Required Format**

1. One original (clearly identified as such) and three (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address no later than at 10:30 a.m. on September 21, 2020. No proposals received after that time shall be considered.

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

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
- b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.

2. **Each Proposal shall contain the following three (3) forms, fully completed, as follows:**

a. **Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).**

- i. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP.
- ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
- iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.

b. **Price Proposal (Attachment D).**

- i. Proposal pricing shall inclusive of all costs associated with proving the services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
- ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**
- iii. Note regarding Price Proposal: *The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**c. Contractor's Qualification Statement (Attachment E).**

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.

**3. Proposals may, at Proposer's discretion, contain the following:**

- a. **Exceptions and Alternatives.** Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.
- b. **Additional Data.** Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

**I. Evaluation of Proposals; Selection Process**

**1. Evaluation Criteria**

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

- a. Quality, completeness and responsiveness of Proposal.
- b. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP.
- c. Financial strength of Proposer.
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

**2. Selection Process**

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

**J. Rights Reserved to The City**

- a. The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.
- b. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**K. Federal, State and Local Employment Requirement- NOT APPLICABLE TO THIS RFP.**

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

**L. State Set-Aside Requirements- NOT APPLICABLE TO THIS RFP.**

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

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

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

**M. Insurance Requirements**

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

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

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

**CITY OF WATERBURY  
BOARD OF EDUCATION**

General Liability:

\$1,000,000 each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate

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

Auto Liability:

\$1,000,000 Combined Single Limit Each Accident  
Any Auto, All Owned and Hired Autos

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

Workers Compensation: WC Statutory Limits:

Employers' Liability (EL):  
\$500,000 EL Each Accident  
\$500,000 EL Disease Each Employee  
\$500,000 EL Disease Policy Limit

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

Excess/Umbrella Liability Insurance:

\$5,000,000 each Occurrence  
\$5,000,000 Aggregate

Builder's Risk/Installation Floater Insurance: **\$1,000,000 each Occurrence OR Limits equaling  
The Value of the Project**

Contractors Pollution Liability Insurance: **\$1,000,000 each Occurrence/Claim  
\$1,000,000 Aggregate**

**There will be no exclusion for Hazardous materials, including Asbestos and**

**Lead**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

**The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.**

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

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



**CITY OF WATERBURY  
BOARD OF EDUCATION**

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

**Certificates of Insurance:** The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers' Compensation. All policies shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**N. City of Waterbury Contract Form/RFP Documents**

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Invitation to Bid," "ITB" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Contractor", "Vendor" and/or "Consultant" shall mean "Proposer" or "Successful Proposer" as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Bid" or "Bid Form" shall mean "Price Proposal" as the context so requires.

**O. Performance/Payment Bonds**

Proposer's attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

**P. Proposal Security**

Each proposal over \$50,000 shall be accompanied by Security (a Certified Check or Bond) in the amount of ten (10) percent of the Proposal amount.

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**Q. Prevailing Wages**

Bidders are advised that State of Connecticut prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder's attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

**END OF SECTION**

KEVIN McCAFFERY  
DIRECTOR OF PURCHASING



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

**ADDENDUM #4**

**September 23, 2020**

**RFP #: 6760**

**Project Title:** Walsh Boilers Replacement

*Please find additional clarification below.*

**1. Question:** In Addendum #2, the question was asked about the need for a temporary boiler, and was answered with a different answer than what was asked. Please find clarification below.

**Answer:** There is no need for temporary heat, as the project is scheduled to start after the heating season

**2. Question:** The Scope calls for coordinating with Chemical contractor for chemicals for boiler system and Controls contractor for Building management system for building, but the companies' contact information was not provided in the bid documents. Please find clarification below.

**Answer:** The current chemical company is Nalco and the company for the BMS is Automatic Logic.

**Thank you.**

**Amy Lopez**  
**Assistant Director of Purchasing, City of Waterbury**

KEVIN McCAFFERY  
DIRECTOR OF PURCHASING



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

**ADDENDUM #2**

**September 14, 2020**

**Bid #: 6760**

**Project Title:** Walsh Boilers Replacement

*Please refer to the questions and answers below.*

**1. Question:** Thank you for the original drawings, could you also provide an original (searchable) version of the specifications and bid documents?

**Answer:** The RFP appears under the Documents tab in ProcureWare.

**2. Question:** The RFP requires substantial completion in 120 days, this would put the project execution during heating season. Should bidders include provisions for temporary heat and domestic hot water? If so, will the owner furnish the fuel? If the owner will furnish the fuel, will it be natural gas or oil?

**Answer:** 120 days from notice to proceed we are planning to replace the boilers in the Spring.

**3. Question:** Will the contract incorporate any liquidated damages? If so, what value after what date?

**Answer:** Liquidated damages are \$500 a day, 120 days after the start of the job.

**4. Question:** Will the contract include provisions for retainage from progress payments? If so, what percentage?

**4. Answer:** Retainage is 5%.

**Thank you.**

**Amy Lopez**  
**Assistant Director of Purchasing, City of Waterbury**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP #6760  
ATTACHMENT D  
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked  
"Confidential: Price Proposal.")**

Date:

9/18/2000      11/12/2000

Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Sh mechanical, LLC  
(Print or Type Company/Corporate Name)

266 Center Street  
(Print or Type Business Address)  
Manchester, CT 06040

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

**[Proposal continued on following page(s)]**

**CITY OF WATERBURY  
BOARD OF EDUCATION**

The Bid Prices quoted on the Bid Form shall be all inclusive of any and all costs associated with the provision of the specified services by the Lowest Responsible Bidder.

| Walsh Elementary School |                                                                                                                 |                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| BID ITEM                | AMOUNT BID IN WORDS                                                                                             | AMOUNT BID IN NUMBERS                                               |
| 1.0                     | Base Bid<br><u>Two hundred sixty seven thousand</u><br><u>four hundred dollars</u> Lump Sum                     | <del>\$207,400</del> <u>\$206,105<sup>00</sup></u><br><u>\$ .00</u> |
| 2.0                     | Allowance for Changes; 10% of Bid Item 1.0<br><u>Twenty six thousand seven hundred</u><br><u>forty</u> Lump Sum | <del>\$20,740</del> <u>\$20,105<sup>00</sup></u>                    |

|                                                                                                                                   |                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>TOTAL BID PRICE ITEMS 1.0 - 2.0 (In words)</b><br><u>Two hundred ninety four thousand</u><br><u>one hundred forty dollars.</u> | <del>\$228,140</del> <u>\$226,210<sup>00</sup></u><br><u>\$ .00</u> |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|

Walsh Boilers Replacement per outlined specifications  
2000241.00

\$-----

**END OF ATTACHMENT D**

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP #6760  
ATTACHMENT E  
Contractor Qualification Statement**

**(Must be submitted as part of Proposal)**

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

**SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

**SUBMITTED BY:**

**NAME:** Kevin L. Sperry

**BUSINESS NAME:** Sh Mechanical, LLC

( ) Corporation

( ☒ ) Partnership

( ) Individual

( ) Joint Venture

( ) Other \_\_\_\_\_

**OFFICE ADDRESS:** 266 Center Street  
Manchester, CT 06040

**PRINCIPAL OFFICE:** same as office address

**BUSINESS TELEPHONE NUMBER:** 860-533-2320

**BUSINESS FAX NUMBER:** 860-533-9007

**BUSINESS EMAIL ADDRESS:** ksperry@shmechanical-llc.com

**(NOTE: Attach separate sheets as required)**

1. How many years has your organization been in business?

16 years

2. How many years has your organization been in business under its present business name?

16 years

3. If a Corporation OR LLC, answer the following:

**Date of Incorporation:** 11-18-2004

**State of Incorporation:** Connecticut

**President/Member:** Kevin L. Sperry / Samantha L. DeDatt

**Vice Presidents/Members:** none

**Secretary/Member:** none

**Treasurer/Member:** none

**CITY OF WATERBURY  
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Operation: \_\_\_\_\_

Officers and Titles:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

|                             |             |           |          |
|-----------------------------|-------------|-----------|----------|
| Abbott Tech water heater    | \$78,150    | Dec 2020  | Complete |
| Beardsley Pump St. Boiler   | \$87,000    | Sept 2020 | Complete |
| Bradley Triturator          | \$57,378.50 | Sept 2020 | Complete |
| Wilson Pine St. Boiler      | \$224,100   | Nov 2020  | Complete |
| Willimantic Judicial Boiler | \$124,625   | Nov 2020  | Complete |

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

see also attached  
references

SK MECHANICAL, LLC  
P.O. BOX 1525  
MANCHESTER, CT 06045-1525  
REFERENCES

As of March 2020

Agency: Town of Mansfield Public Schools  
Site: Annie Vinton Elementary School  
Mansfield, CT  
Contact: Bill Trietch  
Tel. No.: (860) 860-429-3322  
Email: trietchwj@mansfieldct.org  
Effective Dates: November 2016  
Job Specific: Boiler Replacements \$350,000

---

Agency: Town of Canterbury  
Site: Schools  
Contact: Tom Millerd  
Tel. No.: (860) 546-6236 Ext.1253  
Email: tmillerd@canterburypublicschools.org  
Effective Dates: 2012 – Present (most recent 2019)  
Job Specific: Boiler replacements, A/C Replacements

---

Agency: Vernon Public Schools  
Site: Center Road School  
Vernon, CT  
Contact: William Peluso  
Tel. No.: 860-870-3500  
Email: wpeluso@vernon-ct.gov  
Effective Dates: December 2017  
Job Specific: Boiler Replacements \$250,000, A/C Replacements

---

Agency: Judicial Facilities  
Site: Multiple Locations  
Connecticut  
Contact: Michael Rice  
Tel. No.: (860) 706-5262  
Effective Dates: 2011 – Present  
Job Specific: Enfield Courthouse 2015, Hartford Courthouse 2016, New Haven Courthouse 2017 Roof Top Units

---

Agency: Town of Glastonbury  
Site: Town Hall  
Contact: Dave Sacchitella, Director of facilities  
Tel. No.: (860) 652-7706  
Email: dave.sacchitella@glastonbury-ct.gov  
Effective Dates: November 2017  
Job Specific: Boiler replacement - \$353,000.00



SK MECHANICAL, LLC  
P.O. BOX 1525  
MANCHESTER, CT 06045-1525  
REFERENCES

---

Agency: City of Groton  
Site: Groton Water Pollution Control  
Groton, CT  
Contact: Debbie Lynn Marshall-Baker  
Tel. No.: (860) 405-2170  
Email.: dmarshall-baker@groton-ct.gov  
Job Specific: Boiler Replacement  
Dates: March 2017 - \$475,600.00

---

Agency: Regional School District #8  
Site: RHAM High School  
Hebron, CT  
Contact: Michael Schlehofer  
Tel. No.: (860) 228-5311  
Email.: Michael.schlehofer@rhamschools.org  
Job Specific: Gas Burner Conversion (2017)  
Rooftop Unit Replacements (2020)  
Dates: 2017 - Present

---

Agency: Hebron Public Schools  
Site: Gilead Hill School / Hebron Elementary School  
Hebron, CT  
Contact: Wayne Durocher  
Tel. No.: (860) 428-4816  
Email.: WDurocher@hebron.k12.ct.us  
Job Specific: Water Heater Replacements  
Dates: December 2018 – January 2019 \$16,000 Each

---

Agency: City of Groton  
Site: Groton Highway Garage  
Groton, CT  
Contact: Bob Charette  
Tel. No.: (860) 448-4075  
Email.: BCharette@groton-ct.gov  
Job Specific: Boiler Replacement  
Dates: June 2019 - \$396,028.23

---

**CITY OF WATERBURY  
BOARD OF EDUCATION**

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract?

If YES, please explain circumstance(s):

no

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

n/a - none

8. List your major equipment available for this contract.

Flatbed truck  
forklift  
vans  
Dump truck

**CITY OF WATERBURY  
BOARD OF EDUCATION**

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

member Kevin Sperry 860 533-2320  
(Title) (Name / Telephone Number)

member Samantha DaDalt 860 533 2320 phone rolls  
(Title) (Name / Telephone Number) to cell 5

Office Manager Kelly Bayha 860 533 2320  
(Title) (Name / Telephone Number)

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at 1245 pm this 18 day of September 20 20

Name of Contractor:

SH mechanical, LLC

By:

K L Sperry

Kevin L. Sperry

(Print and sign name of duly authorized principal)

Title:

member

**END OF ATTACHMENT E**

**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP #6760  
ATTACHMENT F  
Scope of Services**

**GENERAL DESCRIPTION**

2000241.00

WALSH ELEMENTARY  
SCHOOL  
BOILER REPLACEMENT

2020-06-15

| Division | Section Title | Pages |
|----------|---------------|-------|
|----------|---------------|-------|

**SPECIFICATIONS****DIVISION 01 - GENERAL REQUIREMENTS**

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**DIVISION 02 - EXISTING CONDITIONS**

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2000241.00

WALSH ELEMENTARY  
SCHOOL  
BOILER REPLACEMENT

2020-06-15

## SECTION 011000 - SUMMARY

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
9. Contractor-furnished, Owner-installed products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and Drawing conventions.
14. Miscellaneous provisions.

## B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

## 1.2 PROJECT INFORMATION

## A. Project Identification: Walsh Elementary School Boiler Replacement Project

1. Project Location: 55 Dikeman St, Waterbury, CT 06704  
Owner: City of Waterbury.
2. Owner's Representative: Jason Rosado, Waterbury Public Schools

## B. Engineer: BL Companies

## 1.3 WORK COVERED BY CONTRACT DOCUMENTS

## A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Single-Prime Contractor will be required to perform the basic tasks as listed below, including all related work required to facilitate successful completion of project;
  - a. Demolition required facilitate installation of new work;
    - 1) Disassembly of existing boilers.

2000241.00

WALSH ELEMENTARY  
SCHOOL

2020-06-15

BOILER REPLACEMENT

- 2) Demolition and removal of boilers, condensate tanks/ pumps, boiler feed tank/ pumps, steam piping, condensate piping, and accessories.
- 3) Demolition and removal of selective piping, and accessories.
- 4) Cutting, patching, removing louvers, and coordination with owner's requirements.
- b. New installation;
  - 1) Installation of two (2) new natural gas, high efficiency steam boilers, venting, and accessories.
  - 2) Installation of one (1) new condensate pump, piping, and accessories.
  - 3) Installation of one (1) new boiler feed system, piping, chemical feed system, and blowdown separator.
- c. Startup and owner training
  - 1) Provide manufacturer startup for all equipment.
  - 2) Provide one (1) day of owner training with the manufacturer.
  - 3) Chemical burn in treatment.
2. The contractor will be required to provide temporary sanitary facilities during construction (portable toilettes).
3. The building owner will provide a secure room for on-site storage space. Contractor will be able to utilize this space for stock and tool storage, and office space during construction.
  - a. Contractor will be required to provide protections for finishes.
  - b. Contractor will be required to restore finishes to existing condition after construction.

B. Type of Contract:

1. Project will be constructed under a Single-Prime contract.

1.4 ACCESS TO SITE

- A. General: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
  1. Contractor shall perform daily cleaning and final cleaning.
- B. General: Each Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - I. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

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- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- E. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

## 1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- C. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
  - 1. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
  - 2. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

## 1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.

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1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  1. Notify Construction Manager Owner not less than two days in advance of proposed utility interruptions.
  2. Obtain Construction Manager's Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  1. Notify Construction Manager Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Construction Manager's Owner's written permission before proceeding with disruptive operations.
- E. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  1. Maintain list of approved screened personnel with Owner's representative.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

## 1.2 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.



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1. Post copies of list in project meeting room, in temporary field office, in web-based Project software directory, and in prominent location inbuilt facility. Keep list current at all times.

#### 1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
  1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
  1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and direction of Project coordinator to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.

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## 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - f. Indicate required installation sequences.
    - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

## 1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect and Construction Manager.

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6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
1. Attachments shall be electronic files in PDF format.
- D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect or Construction Manager of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.
1. Project name.
  2. Name and address of Contractor.

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3. Name and address of Architect and Construction Manager.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's and Construction Manager's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

- F. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.

#### 1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Architect's Data Files Not Available: Architect will not provide Architect's digital data files for Contractor's use during construction.
- B. Use of Architect's Digital Data Files: Digital data files of Architect's will be provided by Architect for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
  2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
  3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

#### 1.8 PROJECT MEETINGS

- A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.

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- B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.
    - d. Critical work sequencing and long lead items.
    - e. Designation of key personnel and their duties.
    - f. Lines of communications.
    - g. Use of web-based Project software.
    - h. Procedures for processing field decisions and Change Orders.
    - i. Procedures for RFIs.
    - j. Procedures for testing and inspecting.
    - k. Procedures for processing Applications for Payment.
    - l. Distribution of the Contract Documents.
    - m. Submittal procedures.
    - n. Sustainable design requirements.
    - o. Preparation of Record Documents.
    - p. Use of the premises and existing building.
    - q. Work restrictions.
    - r. Working hours.
    - s. Owner's occupancy requirements.
    - t. Responsibility for temporary facilities and controls.
    - u. Procedures for moisture and mold control.
    - v. Procedures for disruptions and shutdowns.
    - w. Construction waste management and recycling.
    - x. Parking availability.
    - y. Office, work, and storage areas.
    - z. Equipment deliveries and priorities.
    - aa. First aid.
    - bb. Security.
    - cc. Progress cleaning.
  3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Project Closeout Conference: Construction Manager will schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and



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other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

- a. Preparation of Record Documents.
- b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
- c. Procedures for completing and archiving web-based Project software site data files.
- d. Submittal of written warranties.
- e. Requirements for completing sustainable design documentation.
- f. Requirements for preparing operations and maintenance data.
- g. Requirements for delivery of material samples, attic stock, and spare parts.
- h. Requirements for demonstration and training.
- i. Preparation of Contractor's punch list.
- j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
- k. Submittal procedures.
- l. Coordination of separate contracts.
- m. Owner's partial occupancy requirements.
- n. Installation of Owner's furniture, fixtures, and equipment.
- o. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

D. Progress Meetings: Construction Manager will conduct progress meetings at regular intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.

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- 3) Resolution of BIM component conflicts.
  - 4) Status of submittals.
  - 5) Status of sustainable design documentation.
  - 6) Deliveries.
  - 7) Off-site fabrication.
  - 8) Access.
  - 9) Site use.
  - 10) Temporary facilities and controls.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Status of correction of deficient items.
  - 14) Field observations.
  - 15) Status of RFIs.
  - 16) Status of Proposal Requests.
  - 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) Pending claims and disputes.
  - 20) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Construction Manager will conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:

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- 1) Interface requirements.
- 2) Sequence of operations.
- 3) Resolution of BIM component conflicts.
- 4) Status of submittals.
- 5) Deliveries.
- 6) Off-site fabrication.
- 7) Access.
- 8) Site use.
- 9) Temporary facilities and controls.
- 10) Work hours.
- 11) Hazards and risks.
- 12) Progress cleaning.
- 13) Quality and work standards.
- 14) Status of RFIs.
- 15) Proposal Requests.
- 16) Change Orders.
- 17) Pending changes.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 BASELINE PROJECT SCHEDULE

- A. Contract Award and Notice to Proceed **TBD** at discretion of CM.
- B. Start Construction **TBD** at discretion of CM.
- C. Required Substantial Completion of Construction for Boiler Room **120 days from Notice to Proceed.**

END OF SECTION 013100

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## SECTION 013300 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

## B. Related Requirements:

1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.

## 1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

## 1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

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4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal Category: Action; informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Architect's and Construction Manager's final release or approval.
  - g. Scheduled dates for purchasing.
  - h. Scheduled date of fabrication.
  - i. Scheduled dates for installation.
  - j. Activity or event number.

#### 1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  1. Project name.
  2. Date.
  3. Name of Architect.
  4. Name of Construction Manager.
  5. Name of Contractor.
  6. Name of firm or entity that prepared submittal.
  7. Names of subcontractor, manufacturer, and supplier.
  8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
  9. Category and type of submittal.
  10. Submittal purpose and description.
  11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  12. Drawing number and detail references, as appropriate.
  13. Indication of full or partial submittal.
  14. Location(s) where product is to be installed, as appropriate.
  15. Other necessary identification.
  16. Remarks.
  17. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect and Construction Manager on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.



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## 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
    - a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
  - 2. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
  - 3. Paper: Prepare submittals in paper form, and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.

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2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

## 1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.

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4. Location within room or space.

C. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

D. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.

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- e. Description of product.
- f. Test procedures and results.
- g. Limitations of use.

#### 1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 1. Architect and Construction Manager will not review submittals received from Contractor that do not have Contractor's review and approval.

#### 1.8 ARCHITECT'S AND CONSTRUCTION MANAGER'S REVIEW

- A. Action Submittals: Architect and Construction Manager will review each submittal, indicate corrections or revisions required, and return it.
  - 1. PDF Submittals: Architect and Construction Manager will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Architect and Construction Manager will return without review submittals received from sources other than Contractor.
- E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

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## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

## 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.



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- E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.
- F. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.
  - 4. Waste-handling procedures.
  - 5. Other dust-control measures.

## 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats minimum 36 by 60 inches.
- B. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Owner will provide conditioned interior space for field offices for duration of Project.

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## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
  - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction. and clean HVAC system as required in Section 017700 "Closeout Procedures."

## PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

## 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

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1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  1. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  3. Maintain and touch up signs so they are legible at all times.
- D. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- F. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
  1. Do not load elevators beyond their rated weight capacity.
  2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

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- G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- H. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

### 3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
  - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
  - 3. Indicate methods to be used to avoid trapping water in finished work.
- B. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
  - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
    - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
    - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    - c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

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- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000



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## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
1. Salvaging nonhazardous demolition and construction waste.
  2. Recycling nonhazardous demolition and construction waste.
  3. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
1. Section 011200 "Multiple Contract Summary" for coordination of responsibilities for waste management.
  2. Section 024116 "Structure Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
  3. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
  4. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.
  5. Section 044313.13 "Anchored Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
  6. Section 044313.16 "Adhered Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
  7. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

## 1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

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- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### 1.3 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate disposal, recycling, and salvage of materials.

1. Demolition Waste:

- a. Concrete.
- b. Concrete masonry units.
- c. Insulation.
- d. Gypsum board.
- e. Acoustical tile and panels.
- f. Demountable partitions.
- g. Equipment.
- h. Piping.
- i. Supports and hangers.
- j. Valves.
- k. Mechanical equipment.
- l. Electrical conduit.
- m. Copper wiring.

2. Construction Waste:

- a. Masonry and CMU.
- b. Lumber.
- c. Wood sheet materials.
- d. Wood trim.
- e. Metals.
- f. Roofing.
- g. Insulation.
- h. Carpet and pad.
- i. Gypsum board.
- j. Piping.
- k. Electrical conduit.
- l. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - 5) Polystyrene packaging.
  - 6) Wood crates.
  - 7) Plastic pails.

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## 1.4 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice of Award.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Waste Disposal Company: Contactor shall retain a waste disposal service for all refuse related to this scope of work.

## 1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  1. Review and discuss waste management plan including responsibilities of waste management coordinator.
  2. Review requirements for documenting quantities of each type of waste and its disposition.
  3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  5. Review waste management requirements for each trade.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
  1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area on-site as designated by Owner.
  5. Protect items from damage during transport and storage.
- B. Equipment: 24 cast iron boiler sections.

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1. Contractor shall disassemble boiler identified by owner for salvage. All components of this boiler shall be stored on pallets and wrapped in plastic; including 18 cast iron boiler sections, burners, gas train, controls, accessories, etc... This boiler will be reinstalled by the owner at another location. Contractor shall take care to disassemble boiler in such a way as to enable transport and reinstallation at another location.
2. Contractor shall move six (6) cast iron boiler sections identified by the owner to the loading dock.
3. Contractor shall remove power flame burners, gas train, controls, and accessories. Store on pallets and wrap in plastic.
4. The owner shall retain rigging and moving services under a separate contract.
5. All salvage materials shall be moved to loading dock. Contractor must coordinate demolition schedule with owner. Owners rigger will remove salvage materials from the loading dock.

### 3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  4. Store components off the ground and protect from the weather.
  5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

### 3.3 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  2. Polystyrene Packaging: Separate and bag materials.
  3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

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## 3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419



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## SECTION 017700 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

## 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

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## 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Construction Manager. Label with manufacturer's name and model number.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Construction Manager's signature for receipt of submittals.
  - 5. Submit testing, adjusting, and balancing records.
  - 6. Submit sustainable design submittals not previously submitted.
  - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  - 6. Advise Owner of changeover in utility services.
  - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 9. Complete final cleaning requirements.

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10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

## 1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment.
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

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- a. Project name.
- b. Date.
- c. Name of Architect and Construction Manager.
- d. Name of Contractor.
- e. Page number.

4. Submit list of incomplete items in the following format:

- a. MS Excel electronic file. Architect, through Construction Manager, will return annotated file.
- b. PDF electronic file. Architect, through Construction Manager, will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  1. Submit on digital media acceptable to Architect.
- E. Warranties in Paper Form:
  1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

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## PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

## 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

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- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.



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## SECTION 024119 - SELECTIVE DEMOLITION

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

## B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
3. Section 017300 "Execution" for cutting and patching procedures.
4. Section 013516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.
5. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

## 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

## 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

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- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.

- B. Engineering Survey: Submit engineering survey of condition of building.

- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

- D. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

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- G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. Hazardous materials will be removed by Owner before start of the Work.
  2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
  3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- F. Storage or sale of removed items or materials on-site is not permitted.
- G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.

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## 1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

## 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. Arrange to shut off utilities with utility companies.
  - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

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- a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

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2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
  6. Maintain adequate ventilation when using cutting torches.
  7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  10. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items: See Section 017419 "Construction Waste Management and Disposal."
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area on-site designated by Owner.
  5. Protect items from damage during transport and storage.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.



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4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

- B. Burning: Do not burn demolished materials.

### 3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

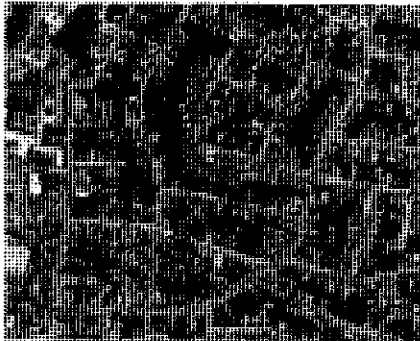
### 3.7 SELECTIVE DEMOLITION SCHEDULE

1. Remove and Salvage:
  - a. Owner shall isolate and remove temporary boiler feed tank.
  - b. Owner may remove parts or all of the existing burners. Contractor shall assume their demolition scope includes demolition of burners in their entirety.

END OF SECTION 024119

CITY OF WATERBURY  
WALSH ELEMENTARY SCHOOL

55 DIKEMAN STREET  
WATERBURY, CT



SITE MAP



ARCHITECTURE  
ENGINEERING  
ENVIRONMENTAL  
LAND SURVEYING

355 Research Parkway  
Middletown, CT 06457  
(203) 630-1808  
(203) 630-2615 Fax

BL PROJECT No. 200241.00

LIST OF DRAWINGS

| DRAWING |                                                        |
|---------|--------------------------------------------------------|
| MECH    | MECHANICAL GENERAL NOTES, SYMBOLS, LEGEND, & NUMBERING |
| ME01    | MECHANICAL SPECIFICATIONS                              |
| ME02    | MECHANICAL SPECIFICATIONS                              |
| ME03    | MECHANICAL SPECIFICATIONS                              |
| ME04    | MECHANICAL SPECIFICATIONS                              |
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| ME94    | MECHANICAL SPECIFICATIONS                              |
| ME95    | MECHANICAL SPECIFICATIONS                              |
| ME96    | MECHANICAL SPECIFICATIONS                              |
| ME97    | MECHANICAL SPECIFICATIONS                              |
| ME98    | MECHANICAL SPECIFICATIONS                              |
| ME99    | MECHANICAL SPECIFICATIONS                              |
| ME100   | MECHANICAL SPECIFICATIONS                              |

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# GENERAL

THE WORK INCLUDES ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY TO COMPLETE THE WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

## MATERIAL AND EQUIPMENT QUALIFICATIONS

ALL MATERIALS AND APPARATUS REQUIRED FOR THE WORK, EXCEPT AS OTHERWISE SPECIFICALLY INDICATED, SHALL BE NEW AND REQUIRE APPROVAL BY THE CONTRACTOR. WHERE NO SPECIFIC NAME OF MATERIAL, APPARATUS OR EQUIPMENT IS INDICATED, THE CONTRACTOR SHALL SUBMIT A LIST OF EQUIPMENT MANUFACTURERS TO THE CONTRACTOR FOR REVIEW AND APPROVAL.

SUBCONTRACTOR SHALL REVIEW ALL OTHER TRADES SCOPE OF WORK, SEQUENCE OF OPERATIONS PRIOR TO MATERIAL AND EQUIPMENT SUBMITTALS.

## EXISTING CONDITIONS, FIELD SURVEY

SUBCONTRACTOR SHALL VISIT SITE TO BECOME THOROUGHLY FAMILIAR WITH EXISTING CONDITIONS AND THEIR EFFECT ON THE WORK. EXISTING CONDITIONS WORK EXISTING EXISTING EXISTING WORK ON WHICH THE NEW WORK IS IN ANY WAY DEPENDANT FOR PROPER INSTALLATION, OPERATION AND SERVICE AND REPORT ANY DISCREPANCIES WHICH WOULD IMPAIR THE PROPER INSTALLATION OF NEW WORK.

## COORDINATION

COORDINATE THE WORK WITH WORK OF OTHER TRADES AND FIELD CONDITIONS. CAREFULLY CHECK SPACE REQUIREMENTS AND LIMITS TO INSURE ALL EQUIPMENT CAN BE INSTALLED IN THE SPACES ALLOTTED THEREIN AND COORDINATE ALL NECESSARY MECHANICAL REQUIREMENTS. THE INSTALLATION OF NEW WORK MAY REQUIRE A PHASED INSTALLATION SCHEDULE. COORDINATE, PROTECT AND SCHEDULE WORK WITH WORK OF OTHER TRADES IN ACCORDANCE WITH THE REQUIRED CONSTRUCTION SCHEDULE.

INSTALL ALL WORK IN ACCORDANCE WITH EQUIPMENT MANUFACTURERS INSTALLATION INSTRUCTIONS.

## ERECTING

PRESTOPPING SHALL BE PROVIDED AT ALL PENETRATIONS THROUGH FIRE-RESISTANCE RATED WALL, FLOOR AND ROOF CONSTRUCTION CONTAINING CHIMNEYS, PIPES, DUCTS, CONDENSERS AND OTHER PENETRATING ITEMS.

## WATER QUALITY AND WATER QUALITY CONTROL

PROVIDE CHEMICAL TREATMENT FOR BOILER START UP AND "TURN IN". INITIAL CHEMICAL TREATMENT SHALL BE DONE IN THE PRESENCE OF AND UNDER THE SUPERVISION OF A WATER QUALITY CONTRACTOR SPECIALIZING IN THIS TYPE OF WORK. ALL CHEMICALS FOR BOILER "TURN IN" SHALL BE PROVIDED BY THIS WATER QUALITY CONTRACTOR.

PROVIDE TWO DOUBLE WALL CHEMICAL FEED TANKS TO STORE MIXED CHEMICAL TREATMENT. EACH TANK SHALL HAVE A DISCHARGE CHECKED FEED PUMP THAT SHALL BE INTERLOCKED WITH EACH BOILER FEED PUMP. SYSTEM SHALL BE SIZED, DESIGNED, AND SUPPLIED BY A WATER QUALITY CONTRACTOR SPECIALIZING IN WATER QUALITY MONITORING AND CHEMICAL TREATMENT.

WATER QUALITY SHALL BE MONITORED ON A MONTHLY BASIS FOR A PERIOD OF ONE YEAR UNDER THE MECHANICAL CONTRACTORS WARRANTY. AFTER THAT WARRANTY PERIOD IS OVER, THE CONTRACT FOR WATER QUALITY MONITORING AND CONTROL SHALL BE TURNED OVER TO THE BUILDING OWNER.

## MECHANICAL SPECIFICATIONS

### CONDENSERS

ALL CONDENSER SHALL BE CONSTRUCTED FROM GALVANIZED STEEL (6-80) SHEETS UNLESS OTHERWISE NOTED ON DRAWINGS. ALL CONDENSER SHALL CONFORM TO CONSTRUCTION DETAILS IN THE LATEST EDITION OF THE SHAW-WALKER MANUALS AND IF NOT AVAILABLE, ALL CONDENSER SHALL BE CONSTRUCTED FOR A MINIMUM OF 7 PSIG PRESSURE CLASSIFICATION. ALL DUCT SIZES SHOWN ARE CLEAR INSIDE DIMENSIONS.

### BASEDRESSING AND STAYS

CONFORM WITH NFPA 211 STANDARD FOR CHIMNEYS, PRELATES, VENTS AND SOLID FUEL BURNING APPLIANCES.

VENTING SHALL BE CONSIDERED 0 TO NEGATIVE OR POSITIVE PRESSURE APPLIANCE AND NON-CONDENSING POSITIVE PRESSURE APPLIANCE.

VENTING MATERIAL SHALL BE IN ACCORDANCE WITH MANUFACTURERS MANUFACTURERS VENTING GUIDELINES, 55 OR 60 PSI-PSI.

ALL COMMON VENTING SYSTEMS SHALL BE "THERMOCOUPLED VENTING SYSTEM" DESCRIBED BY THE VENTING MANUFACTURER IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURERS VENTING REQUIREMENTS.

FLUE MATERIAL: POLY-PRO OR AL29-4C SUPERSTAINLESS STAINLESS STEEL (OR MANUFACTURER APPROVED VENTING MATERIAL).

CRANE MATERIAL: 0.018 INCH ALUMINIZED STEEL (OR MANUFACTURER APPROVED VENTING MATERIAL).

FURNISH WITH FACTORY FITTINGS AND ACCESSORIES INCLUDING TEES, ELBOWS, INCREASERS, DRAFT HOOD, DOWNSPIN JOINTS, FLEX JOINT, SPACERS, STOW COLLAR, CAP AND APPLIANCE CONNECTION SHALL BE PROVIDED BY A SINGLE MANUFACTURER TO ASSURE COMPATIBILITY. WHEN DYNAMIC CAPTOR IS TO BE UTILIZED WITH THE COMBUSTION, THE COMBUSTION MANUFACTURER SHALL PROVIDE THE NECESSARY FITTINGS TO ENABLE ITS INSTALLATION.

ACCEPTABLE MANUFACTURERS: STELAR METALWORKS, METAL (AC), JAPCO, DUNLOP, OR APPROVED EQUIVA.

### ASBESTOS REMOVAL

CONFORM WITH THE ASME STANDARD 31.8 "BUILDING STEAM PIPING" AND STANDARD 31.8.1 STANDARD FOR POWER PIPING, AND 31.8.1.1 STANDARD FOR HEATING, STEAM AND CONDENSATE PIPING SHALL CONFORM WITH 31.8.1.1 STANDARD FOR HEATING, STEAM AND CONDENSATE PIPING. GAS PIPING SHALL CONFORM WITH NFPA 54 "NATURAL GAS CODE".

### PIPE AND TUBING MATERIALS, FITTINGS AND JOINTS

COPPER TUBING: ASTM B-36W TYPE 1, WITH BRIGHTER COPPER FITTINGS AND SOLDER. SOLDER JOINTS ASTM B32 95-3 70%-ANTIMONY, WELD-PRO-PRESS MECHANICAL PRESS FITTINGS, OR THE METALLIC COPPER TUBE SYSTEM. MECHANICAL CODE WHERE APPROPRIATE. GAS PIPING SHALL CONFORM WITH NFPA 54 "NATURAL GAS CODE".

STEEL PIPING: ASTM A-53 GRADE B, SCHEDULE 40, BLACK STEEL PIPE WITH CAST IRON THREADED FITTINGS AND B16.1 CLASS 125 WALLABLE NON THREADED FITTINGS AND B16.5 CLASS 150 STEEL WELDING FITTINGS ASTM A250, FLANGED FITTINGS ASTM B16.5, WELD-PRO-PRESS MECHANICAL PRESS FITTINGS, OR MECHANICAL MECHANICAL CONNECTIONS (BOLTED) JOINTS IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS.

MECHANICAL COUPLERS FOR GROOVED PIPING STEEL SYSTEMS:

- MOD: METALLIC STYLE 107M (8" AND SMALLER), STYLE 67 (10" AND 12") AND STYLE 107 (14" AND LARGER)
- FLEXIBLE METALLIC STYLE 177 (8" AND SMALLER), STYLE 77 (10" AND 12") AND STYLE 177 (14" AND LARGER)
- GASKETS: CRANE EXP DFM (8" AND SMALLER), CRANE E EXP (10" AND 12") AND CRANE E FLANGED STYLE (14" AND LARGER)
- FLANGE ADAPTER: METALLIC STYLE 741/741/1 FOR DIRECT CONNECTION TO CL 125/150 FLANGED COMPONENTS. STYLE 743 FOR DIRECT CONNECTION TO CL 300 FLANGED COMPONENTS.

CONFORM WITH THE FOLLOWING PIPE AND FITTING SCHEDULES.

## PIPE SCHEDULE

| SERVICE                                           | MATERIAL     | TYPE                     | WEIGHT |
|---------------------------------------------------|--------------|--------------------------|--------|
| CHILLED WATER/CONDENSATE WATER                    |              |                          |        |
| 2 INCH AND LARGER                                 | COPPER       | HARD DRAWN, PIPE         |        |
| 2 INCH TO 10 INCH                                 | STEEL        | BLACK, STANDARD          | SCN 40 |
| 2 INCH AND LARGER                                 | STEEL        | BLACK, STANDARD          | SCN 40 |
| CHILLED WATER BRANCHES TO AND FROM TERMINAL UNITS | STEEL COPPER | BLACK, HARD DRAWN TYPE 1 |        |
| DRUMS                                             | STEEL COPPER | BLACK, HARD DRAWN TYPE 1 |        |
| CONDENSATE DRAIN RINGS                            | COPPER       | HARD DRAWN, PIPE         |        |
| DOMESTIC WATER                                    | COPPER       | HARD DRAWN, PIPE         |        |
| REFRIGERANT RELIEF PIPING                         | STEEL        | BLACK, STANDARD          | SCN 40 |
| REFRIGERANT PIPING                                | COPPER       | PIPE                     |        |
| STEAM (UP, LATERAL) LINES                         | STEEL        | BLACK, STANDARD          | SCN 40 |
| STEAM (UP, LATERAL) LINES                         | STEEL        | BLACK, STANDARD          | SCN 40 |
| STEAM CONDENSATE                                  | STEEL        | BLACK, STANDARD          | SCN 40 |
| NATURAL GAS PIPING                                | STEEL        | BLACK, STANDARD          | SCN 40 |
| FUEL OIL PIPING                                   | STEEL        | BLACK, STANDARD          | SCN 40 |

## PIPE FITTING SCHEDULE

| SERVICE                                           | MATERIAL           | TYPE                 | WEIGHT     |
|---------------------------------------------------|--------------------|----------------------|------------|
| CHILLED WATER/CONDENSATE WATER                    |                    |                      |            |
| 2 INCH AND LARGER                                 | CAST IRON          | SCREW END, STANDARD  | 125 POUNDS |
| 2 INCH AND LARGER                                 | STEEL              | MECHANICAL, STANDARD | 125 POUNDS |
| CHILLED WATER BRANCHES TO AND FROM TERMINAL UNITS | CAST IRON, WROUGHT | SCREW, STANDARD      | 125 POUNDS |
| DRUMS                                             | STEEL, WROUGHT     | SCREW, STANDARD      | 125 POUNDS |
| CONDENSATE DRAIN RINGS                            | WROUGHT            | SCREW, STANDARD      | 125 POUNDS |
| DOMESTIC WATER                                    | WROUGHT            | SCREW, STANDARD      | 125 POUNDS |
| REFRIGERANT RELIEF PIPING                         | STEEL, COPPER      | SCREW, STANDARD      | 125 POUNDS |
| STEAM (UP, LATERAL) LINES                         | CAST IRON          | SCREW, STANDARD      | 125 POUNDS |
| STEAM (UP, LATERAL) LINES                         | CAST IRON          | SCREW, STANDARD      | 125 POUNDS |
| STEAM CONDENSATE                                  | CAST IRON          | SCREW, STANDARD      | 125 POUNDS |
| NATURAL GAS PIPING                                | MALLEABLE IRON     | SCREW, STANDARD      | 125 POUNDS |
| FUEL OIL PIPING                                   | STEEL              | MECHANICAL, STANDARD | 125 POUNDS |

CONFORM WITH MSS-90 REQUIREMENTS FOR SUPPORT OF PIPING AND INTERNATIONAL BUILDING CODE (IBC).

PIPE HANGER SPACING AND SUPPORT LOADING SHALL BE IN ACCORDANCE WITH ASME 1 AND 2.1.1 REQUIREMENTS. WHERE CONCENTRATED LOADS OF VALVES, FITTINGS AND COMPONENTS OCCUR SPACING HANGERS CLOSER AS NECESSARY BASED ON THE WEIGHT OF THE SUPPORT AND THE MAXIMUM RECOMMENDED LOADS FOR THE HANGER SUPPORT.

PIPE HANGERS SHALL BE OF THE CLEMS TYPE.

ON METALLIC INSTALLATIONS, STYLE 07H, 07 AND 07D ROOF COUPLINGS MAY BE USED ON IPS STEEL PIPING SYSTEMS, WHICH MEET THE SUPPORT AND HANGING REQUIREMENTS OF ASME B31.1, B31.3 AND B31.9. STYLE 07D COUPLINGS MAY BE USED ON COPPER TUBING SYSTEMS, WHICH MEET THE SUPPORT AND HANGING REQUIREMENTS OF ASME B31.1.

HYDRO STATICALLY TEST PIPING IN ACCORDANCE WITH ASME B31.8 REQUIREMENTS AT 1-1/2 TIMES SYSTEM WORKING PRESSURE.

## VALVES - GENERAL USE

VALVES SHALL BE RATED MINIMUM 125 PSIG WORKING STEAM PRESSURE (WSP) OR 200 PSIG WATER/OIL/GAS (WOG) AND 250 DEG F OR 1.5 TIMES ACTUAL SYSTEM WORKING PRESSURE.

GATE AND GLOBE VALVES 2" AND SMALLER MSS SP-40 CLASS 150 FOR HOT WATER SERVICE.

GATE AND GLOBE VALVES 2-1/2" AND LARGER MSS SP-40 CLASS 125 ASMA A 125 CLASS B WITH CAST IRON BODY, FLANGED ENDS OR METALLIC FOR HOT WATER SERVICE.

BALL VALVES 150 PSIG WSP, 400 PSIG WOG, ASTM A216, BRONZE BODY WITH THREADED ENDS FOR HOT WATER SERVICE.

PLUG VALVES 2" AND SMALLER 150 PSIG WOG BRONZE ASTM B22 BODY WITH THREADED ENDS 2-1/2" AND LARGER MSS SP-71 175 PSIG WOG STEEL, OR CAST IRON BODY FLANGED OR GROOVED ENDS.

BUTTERFLY VALVES 2-1/2" AND LARGER MSS SP-47, 200 PSIG WOG, CAST IRON BODY ASTM A 125, CLASS B, LUG TYPE, CROM-CLON, ALUMINUM BRONZE DIE, STAINLESS STEEL, STEEL, LUG OPERATOR WITH LOCKING QUADRANT THROUGH 6" AND GEAR HANDWHEEL OPERATORS WITH POSITION INDICATOR 6" AND LARGER.

BUTTERFLY VALVES 2-1/2" AND LARGER FOR GROOVED PIPING SYSTEMS, MSS SP-47, 200 PSIG WOG, CAST IRON BODY ASTM A216, CLASS B, LUG TYPE, CROM-CLON, ALUMINUM BRONZE DIE, STAINLESS STEEL, STEEL, LUG OPERATOR WITH LOCKING QUADRANT THROUGH 6" AND GEAR HANDWHEEL OPERATORS WITH POSITION INDICATOR 6" AND LARGER.

CHECK VALVES (LIFT OR SPRING-ASSISTED) FOR HOT WATER SERVICE, MSS SP-47, 200 PSIG WOG, CAST IRON BODY ASTM A216, CLASS B, LUG TYPE, CROM-CLON, ALUMINUM BRONZE DIE, STAINLESS STEEL, STEEL, LUG OPERATOR WITH LOCKING QUADRANT THROUGH 6" AND GEAR HANDWHEEL OPERATORS WITH POSITION INDICATOR 6" AND LARGER.

CHECK VALVES (LIFT OR SPRING-ASSISTED) FOR GROOVED PIPING SYSTEMS 2" AND LARGER, MSS SP-71, 200 PSIG WOG, CAST IRON BODY ASTM A216, METALLIC STYLE 719M, 770, 771S OR 712.

VALVE APPLICATIONS: (WHICH SPECIFIC VALVE TYPES ARE NOT INDICATED ON THE DRAWINGS THE FOLLOWING REQUIREMENTS SHALL APPLY.)

SHUT OFF DUTY: GATE, BALL, BUTTERFLY.

THROTTLING DUTY: GLOBE, PLUG, BUTTERFLY (ONLY WHERE INDICATED ON THE DRAWINGS).

ACCEPTABLE VALVE MANUFACTURERS: MILWAUKEE, CRANE, NIBCO, METALLIC (GROOVED), AMM, GRUBBICK, APOLLO, STOCKHAM, OR CONTRACTOR APPROVED EQUIVA.

## FLEXIBLE CONNECTIONS

THREE (3) VIBRABLE FLEXIBLE COUPLING STYLE 177/77/777 MAY BE USED IN LIEU OF EACH FLEXIBLE CONNECTION ON MAJOR EQUIPMENT FOR VIBRATION ATTENUATION. COUPLINGS SHALL BE PLACED IN CLOSE PROXIMITY TO THE VIBRATING SOURCE.

## PRESSURE GAUGES

TYPE: GENERAL USE, ASME B40.1, GRADE A, PHOSPHOR BRONZE.

BOUNDRY - TUBE TYPE, BOTTOM CONNECTION. 4-1/2" DIAMETER.

SELECT 2 TIMES OPERATING PRESSURE ± 1% OF RANGE SPAN.

ACCEPTABLE MANUFACTURERS: METEX INSTRUMENTS, INC. OR EQUAL OR CONTRACTOR APPROVED EQUIVA.

## THERMOMETERS, GENERAL

SCALE RANGE: TEMPERATURE RANGES FOR SERVICES LISTED AS FOLLOWS:

- CONDENSER WATER: 0 TO 180 DEG F, WITH 2-DEGREE SCALE DIVISIONS
- CHILLED WATER: 0 TO 100 DEG F, WITH 2-DEGREE SCALE DIVISIONS
- HOT WATER: 0 TO 250 DEG F, WITH 2-DEGREE SCALE DIVISIONS

ACCURACY: PLUS OR MINUS 1 PERCENT OF RANGE SPAN OR PLUS OR MINUS ONE SCALE DIVISION TO MAXIMUM OF 1.5 PERCENT RANGE SPAN.

## MANUFACTURER

METEX INSTRUMENTS, INC. OR CONTRACTOR APPROVED EQUIVA.

## THERMOMETER WELLS

DESCRIPTION: FITTING WITH PROTECTIVE NUT FOR INSTALLATION IN THREADED PIPE FITTING TO HOLD TEST THERMOMETER.

- MATERIAL: STAINLESS STEEL, FOR USE IN STEEL PIPING.
- EXTENSION-NECK LENGTH: NOMINAL THICKNESS OF 2 INCHES THICKNESS OF INSULATION, OMT EXTENSION NECK FOR WELLS FOR PIPING BOTT INSULATED.
- INSULATION LENGTH: TO EXCEED TO CENTER OF PIPE.
- CAP: THREADED, WITH CHAIN PERMANENTLY FASTENED TO SOCKET.
- HEAT-TRANSFER FLUID: OIL OR GRAPHITE.

## MANUFACTURER

METEX INSTRUMENTS, INC. OR CONTRACTOR APPROVED EQUIVA.

## SYSTEM IDENTIFICATION

CONFORM WITH ANSI A 13.1 FOR LETTERING SIZE, COLOR FIELD, COLORS AND VIEWING ANGLES AND COORDINATE WITH OWNERS EXISTING IDENTIFICATION TAGGING SYSTEM. PAINT PIPING/INSULATION PER OWNERS STANDARDS.

## IDENTIFICATION MATERIALS

- PIPING - SNAP-ON TYPE PLASTIC.
- IDENTIFICATION - PLASTIC SNAP-ON TYPE.
- VALVE TAGS - 1-1/2" DIAMETER SNAPS TYPE.
- WITH FRAMED AND LAMINATED VALVE CAP MOUNTED IN MECHANICAL ROOM.
- EQUIPMENT - EXPOSED STEEL MECHANICAL PLANT NAME 2-1/2" - 4".
- MINIMUM TO 4-1/2" X 5" FOR LARGER EQUIPMENT.

## ACCEPTABLE MANUFACTURERS

ALLEN SYSTEM INC., DRAKE COLLECTION NAMEPLATE CORP., INDUSTRIAL SNAPS SUPPLY CO. OR CONTRACTOR APPROVED EQUIVA.

## INSULATION

CONFORM WITH ICC (CURRENT VERSION), ASHRAE 90.1 2007, AND ASTM E-84, NFPA 285 AND UL 723 FOR FLAME SPREAD AND SMOKE DEVELOPED INDEX.

## PIPE INSULATION MATERIAL

WOODER PIPING: FIBERGLASS MINERAL FIBER PREFORMED PIPE INSULATION ASTM C547, CLASS 1 4LB/FT3.

ALL CHILLED WATER, CONDENSATE AND COLD WATER PIPE INSULATION SHALL BE PROVIDED WITH VAPOR BARRIER. SERVICE JACKET SHALL BE PROVIDED TO ALL PIPING.



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| PIPE TYPE               | SIZE (DIAMETER)   | MINIMUM INSULATION THICKNESS |
|-------------------------|-------------------|------------------------------|
| CHILLED WATER           | 1/2" TO 3/4"      | 1"                           |
| CHILLED WATER           | 1" AND LARGER     | 1 1/2"                       |
| HOT WATER (UP TO 200°F) | 1/2" TO 1 1/4"    | 1 1/2"                       |
| HOT WATER (UP TO 200°F) | 1 1/2" AND LARGER | 2"                           |
| STEAM (UP TO 200°F)     | 1/2" TO 1"        | 2 1/2"                       |
| STEAM (UP TO 200°F)     | 1" AND LARGER     | 3"                           |
| CONDENSATE (STEAM)      | 1/2" TO 1 1/4"    | 1 1/2"                       |
| CONDENSATE (STEAM)      | 1 1/2" AND LARGER | 2"                           |
| REFRIGERANT PIPING      |                   |                              |
| EVACUATION LINE (OIL)   | ALL SIZES         | 3/4"                         |
| DOMESTIC HOT WATER      | ALL SIZES         | 1"                           |
| DOMESTIC COLD WATER     | 1/2" TO 1 1/4"    | 1/2"                         |
| DOMESTIC COLD WATER     | 1 1/2" AND LARGER | 1"                           |

#### EQUIPMENT INSULATION MATERIAL AND THICKNESS

##### HOT EQUIPMENT:

INSULATE THE FOLLOWING EQUIPMENT WITH 2" THICK HEAVY DENSITY SEMI-RIGID FIBERGLASS BOARD WITH ASL JAKES, PUMP CASINGS, HEAT EXCHANGERS, BOILERS (NOT PRE-INSULATED), EXPANSION TANKS ETC.

##### ACCEPTABLE MANUFACTURERS:

OWENS-CORNING, CERAMFLEX, KNAUF, SCHULLER, ARNOLDSON OR CONTRACTOR APPROVED EQUAL.

#### TESTING, ADJUSTING, AND BALANCING HYDRONIC SYSTEMS

- PREPARE TEST REPORTS FOR PUMPS, COILS, AND HEAT EXCHANGERS. OBTAIN APPROVED SUBMITTALS AND MANUFACTURER-RECOMMENDED TESTING PROCEDURES. CROSSCHECK THE SUMMATION OF REQUIRED COIL AND HEAT EXCHANGER FLOW RATES WITH PUMP DESIGN FLOW RATE.
- PREPARE SCHEMATIC DIAGRAMS OF SYSTEMS "AS-BUILT" PIPING LAYOUT.
- IN ADDITION TO REQUIREMENTS IN "PREPARATION" ARTICLE, PREPARE HYDRONIC SYSTEMS FOR TESTING AND BALANCING AS FOLLOWS:

##### 1.2 PROCEDURES FOR CONSTANT-FLOW HYDRONIC SYSTEMS

- ADJUST PUMPS TO OBTAIN TOTAL DESIGN GPM.
  - MEASURE TOTAL WATER FLOW.
    - POSITION VALVES FOR FULL FLOW.
    - MEASURE FLOW BY MAIN FLOW METER, IF INSTALLED.
    - IF MAIN FLOW METER IS NOT INSTALLED, DETERMINE FLOW BY PUMP RPM.
  - MEASURE PUMP TON AS FOLLOWS:
    - MEASURE DISCHARGE PRESSURE DIRECTLY AT THE PUMP OUTLET FLANGE OR IN DISCHARGE PIPE PRIOR TO ANY VALVES.
    - MEASURE INLET PRESSURE DIRECTLY AT THE PUMP INLET FLANGE OR IN SUCTON PIPE PRIOR TO ANY VALVES OR ORFICES.
    - CONVERT PRESSURE TO HEAD AND CORRECT FOR DIFFERENCES IN GAGE HEIGHTS.
    - VERIFY PUMP IMPELLER SIZE BY MEASURING THE TON WITH THE DISCHARGE VALVE CLOSED. NOTE THE POINT ON MANUFACTURER'S PUMP CURVE AT ZERO FLOW, AND VERIFY THAT THE PUMP HAS THE INTENDED IMPELLER SIZE.
    - WITH VALVES OPEN, READ PUMP TON. ADJUST PUMP DISCHARGE VALVE UNTIL DESIGN WATER FLOW IS ACHIEVED.
- MONITOR MOTOR PERFORMANCE DURING PROCEDURES AND DO NOT OPERATE MOTOR IN AN OVERLOADED CONDITION.
- ADJUST FLOW-MEASURING DEVICES INSTALLED IN MAINS AND BRANCHES TO DESIGN WATER FLOWS.
  - MEASURE FLOW IN MAIN AND BRANCH PIPES.
  - ADJUST MAIN AND BRANCH BALANCE VALVES FOR DESIGN FLOW.
  - RE-MEASURE EACH MAIN AND BRANCH AFTER ALL HAVE BEEN ADJUSTED.
- VERIFY FINAL SYSTEM CONDITIONS AS FOLLOWS:
  - RE-MEASURE AND CORRECT THAT TOTAL WATER FLOW IS WITHIN DESIGN.
  - RE-MEASURE FINAL PUMPS' OPERATING DATA, TOTAL VOLTS, AMPS, AND STATIC PROFILE.
  - MARK FINAL SETTINGS.
- VERIFY THAT MEMORY STOPS HAVE BEEN SET.

##### 1.3 PROCEDURES FOR STEAM SYSTEMS

- MEASURE AND RECORD UPSTREAM AND DOWNSTREAM PRESSURE OF EACH PIECE OF EQUIPMENT.
- MEASURE AND RECORD UPSTREAM AND DOWNSTREAM STEAM PRESSURE OF PRESSURE-REDUCING VALVES.
- CHECK SETTINGS AND OPERATION OF AUTOMATIC TEMPERATURE-CONTROL VALVES, SELF-CONTAINED CONTROL VALVES, AND PRESSURE-REDUCING VALVES. RECORD FINAL SETTINGS.
- CHECK SETTINGS AND OPERATION OF EACH SAFETY VALVE. RECORD SETTINGS.
- VERIFY THE OPERATION OF EACH STEAM TRAP.

##### 1.4 PROCEDURES FOR BOILERS

- MEASURE AND RECORD ENTERING-WATER TEMPERATURE.
- MEASURE AND RECORD FEED WATER FLOW.
- MEASURE AND RECORD LEAVING-STEAM PRESSURE AND TEMPERATURE.
- RECORD RELIEF VALVE PRESSURE SETTING.

#### SEQUENCE OF OPERATION

- WHEN OUTDOOR AMBIENT AIR TEMPERATURE SENSOR EQUALS OR FALLS BELOW THE MINIMUM TEMPERATURE, THE LEAD BOILER SHALL BECOME OPERATIONAL AND MAINTAIN SYSTEM SUPPLY PRESSURE AT 3.5 PSIG. BOILERS SHALL OPERATE LEAD/ LAG, STAGE FOR OPTIMAL EFFICIENCY AND OPTIMIZED START/ STOP. BOILERS SHALL BE INTEGRATED WITH THE BUILDING CONTROLS VIA BACNET.
- BOILERS SHALL BE SEQUENCED IN THE FOLLOWING MANNER:  
THE LEAD BOILER SHALL BE ROTATED WEEKLY WITH THE OTHER. UPON OUTDOOR RESET OR MANUAL OPERATION ONE SECTION OF THE OUTSIDE/ COMBUSTION AIR DAMPER SHALL OPEN. THE LEAD BOILER SHALL START AT MINIMUM FIRING RATE IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 3.5 PSIG. BOILER SHALL MODULATE TO FULL FIRING RATE. IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 3 PSIG, THE SECOND SECTION OF THE OUTSIDE/ COMBUSTION AIR DAMPER SHALL OPEN (BOTH SECTIONS REMAIN OPEN). BOILER 1-2 SHALL SEQUENCE ON AT LOW FIRE. IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 2.5 PSIG, BOILER 1-2 SHALL MODULATE TO HIGH FIRE. IF LEAD BOILER FAILS UNDER THE LAG BOILER SHALL OPERATE, AND THE FAILED BOILER SHALL REMAIN OFF UNTIL REPAIRED.  
BOILERS SHALL STAGE OFF IN THE REVERSE SEQUENCE.
- IN THE EVENT OF BURNER FAILURE OR BOILER FAILURE (LIMITS AND SAFETY CONTROLS) AN ALARM SHALL BE GENERATED TO THE BUILDING AUTOMATION SYSTEM, NOTIFYING FAILURE AND TYPE OF FAILURE. THE BOILER CONTROLS SHALL LOCK THE BOILER/BURNER FAILURE SO THAT IT CAN BE TRACED AT TIME OF SERVICE.
- WHEN THE BOILER FEED CONTROL (MCCONNELL MILLER SERIES 1000-40) SENSES LOW WATER LEVEL INSIDE THE BOILER, THE BOILER FEED PUMP ASSOCIATED WITH THAT BOILER WILL COME ON. THE CONTROLLER WILL TURN OFF ITS RESPECTIVE BOILER FEED PUMP WHEN THE WATER LEVEL RETURNS TO NORMAL. IF THE WATER LEVEL DROPS BELOW THE BOILER FEED CONTROL LOW WATER LEVEL, THE BOILER AND BURNER WILL SHUT DOWN AND AUTOMATICALLY RESET WHEN THE WATER LEVEL RETURNS TO NORMAL.
- IF THE WATER LEVEL IN THE BOILERS DROPS BELOW THE MANUFACTURER REQUIRED MINIMUM, THE MANUAL RESET LOW WATER CUTOFF (MCCONNELL MILLER SERIES 6-5) WILL LOCK OUT THE BOILER UNIT, RESET BY SERVICE PERSONNEL.
- WARM WEATHER SHUTDOWNS: AT 85°F (ADA) OUTSIDE AIR TEMPERATURE OR GREATER, THE BOILERS SHALL NOT OPERATE, THIS SHALL BE ADJUSTABLE VIA THE BUILDING AUTOMATION SYSTEM AND MANUAL OVERRIDE.

#### CONTROL SCOPE OF WORK

- SUB-CONTRACTOR SHALL PROVIDE AND PACKAGE BOILER CONTROLS FROM THE BOILER MANUFACTURER AND ALL ASSOCIATED CONTROL WIRING, RELAYS, SENSORS, AND MOUNTS. BOILER CONTROL SHALL BE ABLE TO ENHANCE A BOILER FEED PUMP AS THE BOILER WATER LEVEL DECREASES, SHUT DOWN UPON LOW WATER ALARM (AUTOMATIC RESET AND MANUAL RESET, SEPARATELY), PROVIDE BACKUP INTERFACE FOR INTEGRATION WITH BUILDING AUTOMATION SYSTEM. SUB-CONTRACTOR SHALL PROVIDE OWNER A COMPLETE OPERATIONAL CONTROL SYSTEM.
- SUB-CONTRACTOR SHALL PROVIDE AND INSTALL ALL CONDUIT FOR CONTROL WIRING.
- SUB-CONTRACTOR SHALL PROVIDE ALL POWER WIRING AND ASSOCIATED CONDUIT, AND CIRCUIT BREAKERS. INSTALLATION OF ALL WIRING, MEDIUM AND LOW-VOLTAGE SHALL BE PER CONDUIT AND REQUIREMENTS.
- SUB-CONTRACTOR SHALL PROVIDE LABOR AND MATERIAL TO TRACE EXISTING CONTROL SYSTEM IN ORDER TO ISOLATE BOILERS FROM EXISTING POWER AND CONTROLS. TYPICAL PER ALL.



ARCHITECTURE  
ENGINEERING  
CONSTRUCTION,  
LAND SURVEYING

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Worcester, MA 01609  
508-853-8000  
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PROGRESS PRINT  
10/15/2010

CT REGISTERED  
PROFESSIONAL ENGINEER

WALSH ELEMENTARY SCHOOL  
55 DIKEMAN STREET  
WATERBURY, CT 06704

DATE: 10/15/2010  
TIME: 10:15 AM  
BY: J. BL  
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MECHANICAL  
SPECIFICATIONS

Sheet No.

M0.03

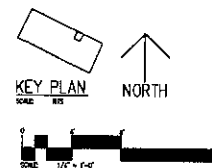


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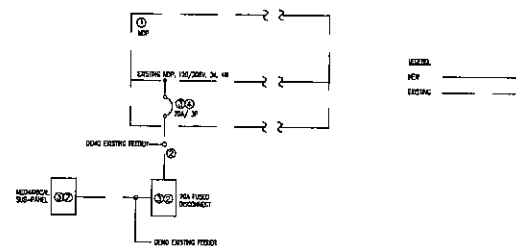
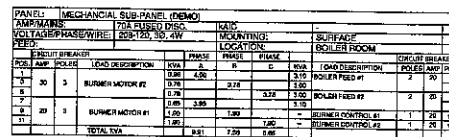






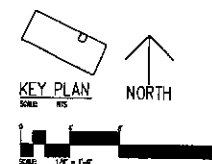


1. SEE SPECIFICATIONS, SCHEDULES, DETAILS, NOTES, LEGENDS, AGREEMENTS, ETC. FOR ADDITIONAL INFORMATION AND REQUIREMENTS.



**WILEY-INTERSCIENCE**

1. EXISTING MAIN DISTRIBUTION PANELBOARDS TO REMAIN.
2. DEMO PANEL BOARDS & WIRING AS SHOWN REFER TO PANEL SCHEDULES.
3. VERIFY INFORMATION IN FIELD. IF THERE ARE ANY DISCREPANCIES IN SINGLE LINE DIAGRAM, REFER ARCHITECT/ENGINEER IN WRITING.
4. REMOVE 200/3P BREAKER IN WOP. REPLACE BREAKER WITH 100A/3P. MATCH EXISTING BREAKER TYPE, CONTINUITY TO INSPECTOR EXISTING WOP TO ASCERTAIN BREAKER TYPE PRIOR TO DEMOLITION TO RMC GARD.


$$\frac{1}{\sqrt{10}} = 0.316$$





Project: Walsh Elementary School Boiler Replacements (Waterbury)

Minimum Rates and Classifications for  
Heavy/Highway Construction

ID#: 21-20320

Connecticut Department of Labor  
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Waterbury

Project Town: Waterbury

State#: Waterbury

FAP#: Waterbury

Project: Walsh Elementary School Boiler Replacements (Waterbury)

| CLASSIFICATION                                                                        | Hourly Rate | Benefits   |
|---------------------------------------------------------------------------------------|-------------|------------|
| 1) Boilermaker                                                                        | 33.79       | 34% + 8.96 |
| 1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons             | 36.45       | 34.44      |
| 2) Carpenters, Piledrivermen                                                          | 34.53       | 25.64      |
| 2a) Diver Tenders                                                                     | 34.53       | 25.64      |
| 3) Divers                                                                             | 42.99       | 25.64      |
| 03a) Millwrights                                                                      | 35.64       | 26.49      |
| 4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray | 52.25       | 22.55      |
| 4a) Painters: Brush and Roller                                                        | 35.62       | 22.55      |
| 4b) Painters: Spray Only                                                              | 38.62       | 22.55      |
| 4c) Painters: Steel Only                                                              | 37.62       | 22.55      |
| 4d) Painters: Blast and Spray                                                         | 38.62       | 22.55      |
| 4e) Painters: Tanks, Tower and Swing                                                  | 37.62       | 22.55      |

As of: March 2, 2021

Project: Walsh Elementary School Boiler Replacements (Waterbury)

|                                                                                                                                                                                                  |       |                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------|
| 5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)                                                                                                               | 39.92 | 28.75+3% of gross wage |
| 6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection                                                                                                               | 36.67 | 37.62 + a              |
| 7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)   | 44.63 | 32.95                  |
| ----LABORERS-----                                                                                                                                                                                |       |                        |
| 8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist                                                                                                        | 31.0  | 22.15                  |
| 9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen                                                                                              | 31.25 | 22.15                  |
| 10) Group 3: Pipelayers                                                                                                                                                                          | 31.5  | 22.15                  |
| 11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators | 31.5  | 22.15                  |
| 12) Group 5: Toxic waste removal (non-mechanical systems)                                                                                                                                        | 33.0  | 22.15                  |
| 13) Group 6: Blasters                                                                                                                                                                            | 32.75 | 22.15                  |
| Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)                                                                                                      | 32.0  | 22.15                  |
| Group 8: Traffic control signalmen                                                                                                                                                               | 18.0  | 22.15                  |
| Group 9: Hydraulic Drills                                                                                                                                                                        | 29.3  | 18.90                  |
| ----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----                                                                                              |       |                        |
| 13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders                                            | 33.23 | 22.15 + a              |
| 13b) Brakemen, Trackmen                                                                                                                                                                          | 32.26 | 22.15 + a              |
| ----CLEANING, CONCRETE AND CAULKING TUNNEL----                                                                                                                                                   |       |                        |

Project: Walsh Elementary School Boiler Replacements (Waterbury)

|                                                                                |       |           |
|--------------------------------------------------------------------------------|-------|-----------|
| 14) Concrete Workers, Form Movers, and Strippers                               | 32.26 | 22.15 + a |
| 15) Form Erectors                                                              | 32.59 | 22.15 + a |
| ----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----    |       |           |
| 16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers                        | 32.26 | 22.15 + a |
| 17) Laborers Topside, Cage Tenders, Bellman                                    | 32.15 | 22.15 + a |
| 18) Miners                                                                     | 33.23 | 22.15 + a |
| ----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----                 |       |           |
| 18a) Blaster                                                                   | 39.72 | 22.15 + a |
| 19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders | 39.52 | 22.15 + a |
| 20) Change House Attendants, Powder Watchmen, Top on Iron Bolts                | 37.54 | 22.15 + a |
| 21) Mucking Machine Operator                                                   | 40.31 | 22.15 + a |
| ----TRUCK DRIVERS----(*see note below)                                         |       |           |
| Two axle trucks                                                                | 29.86 | 25.79 + a |
| Three axle trucks; two axle ready mix                                          | 29.97 | 25.79 + a |
| Three axle ready mix                                                           | 30.03 | 25.79 + a |
| Four axle trucks, heavy duty trailer (up to 40 tons)                           | 30.08 | 25.79 + a |
| Four axle ready-mix                                                            | 30.13 | 25.79 + a |
| Heavy duty trailer (40 tons and over)                                          | 30.35 | 25.79 + a |

Project: Walsh Elementary School Boiler Replacements (Waterbury)

|                                                                                                                         |       |           |
|-------------------------------------------------------------------------------------------------------------------------|-------|-----------|
| Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids) | 30.13 | 25.79 + a |
|-------------------------------------------------------------------------------------------------------------------------|-------|-----------|

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 ----POWER EQUIPMENT OPERATORS----
 

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|                                                                                                                                                                                                                                                                                                                                                                                                                     |       |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|
| Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)                                                                                                                                                                                             | 42.45 | 25.30 + a |
| Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)                                                                                                                                                                                                                            | 42.11 | 25.30 + a |
| Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required) | 41.32 | 25.30 + a |
| Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)                                                                                                                                                                                                                                                                                         | 40.91 | 25.30 + a |
| Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24                                                                                                                                                   | 40.28 | 25.30 + a |
| Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.                                                                                                                                                                                                                                                                                                                                      | 40.28 | 25.30 + a |
| Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).                                                                                                                                                                                                                                                                                                                                   | 39.95 | 25.30 + a |
| Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24                                                                                                                                                                                                                                                          | 39.59 | 25.30 + a |
| Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.                                                                                                                                                                                                                                                                      | 39.17 | 25.30 + a |
| Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).                                                                                                                                                                                                                            | 38.71 | 25.30 + a |
| Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.                                                                                                                                                                                                                                                                                                                                                | 36.54 | 25.30 + a |
| Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.                                                                                                                                                                                                                                                                                                                  | 36.54 | 25.30 + a |
| Group 12: Wellpoint Operator.                                                                                                                                                                                                                                                                                                                                                                                       | 36.48 | 25.30 + a |

Project: Walsh Elementary School Boiler Replacements (Waterbury)

|                                        |       |           |
|----------------------------------------|-------|-----------|
| Group 13: Compressor Battery Operator. | 35.86 | 25.30 + a |
|----------------------------------------|-------|-----------|

|                                                                                |       |           |
|--------------------------------------------------------------------------------|-------|-----------|
| Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). | 34.66 | 25.30 + a |
|--------------------------------------------------------------------------------|-------|-----------|

|                                                                                                              |       |           |
|--------------------------------------------------------------------------------------------------------------|-------|-----------|
| Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. | 34.23 | 25.30 + a |
|--------------------------------------------------------------------------------------------------------------|-------|-----------|

|                                      |       |           |
|--------------------------------------|-------|-----------|
| Group 16: Maintenance Engineer/Oiler | 33.54 | 25.30 + a |
|--------------------------------------|-------|-----------|

|                                                                                                               |       |           |
|---------------------------------------------------------------------------------------------------------------|-------|-----------|
| Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. | 38.11 | 25.30 + a |
|---------------------------------------------------------------------------------------------------------------|-------|-----------|

|                                                                                                             |       |           |
|-------------------------------------------------------------------------------------------------------------|-------|-----------|
| Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license). | 35.53 | 25.30 + a |
|-------------------------------------------------------------------------------------------------------------|-------|-----------|

\*\*NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)---

-

|                                        |       |              |
|----------------------------------------|-------|--------------|
| 20) Lineman, Cable Splicer, Technician | 48.19 | 6.5% + 22.00 |
|----------------------------------------|-------|--------------|

|                              |       |              |
|------------------------------|-------|--------------|
| 21) Heavy Equipment Operator | 42.26 | 6.5% + 19.88 |
|------------------------------|-------|--------------|

|                                                              |       |              |
|--------------------------------------------------------------|-------|--------------|
| 22) Equipment Operator, Tractor Trailer Driver, Material Men | 40.96 | 6.5% + 19.21 |
|--------------------------------------------------------------|-------|--------------|

|                      |      |             |
|----------------------|------|-------------|
| 23) Driver Groundmen | 26.5 | 6.5% + 9.00 |
|----------------------|------|-------------|

|                   |       |              |
|-------------------|-------|--------------|
| 23a) Truck Driver | 40.96 | 6.5% + 17.76 |
|-------------------|-------|--------------|

----LINE CONSTRUCTION----

|                      |       |             |
|----------------------|-------|-------------|
| 24) Driver Groundmen | 30.92 | 6.5% + 9.70 |
|----------------------|-------|-------------|

|               |       |             |
|---------------|-------|-------------|
| 25) Groundmen | 22.67 | 6.5% + 6.20 |
|---------------|-------|-------------|

|                               |      |              |
|-------------------------------|------|--------------|
| 26) Heavy Equipment Operators | 37.1 | 6.5% + 10.70 |
|-------------------------------|------|--------------|

|                                           |       |              |
|-------------------------------------------|-------|--------------|
| 27) Linemen, Cable Splicers, Dynamite Men | 41.22 | 6.5% + 12.20 |
|-------------------------------------------|-------|--------------|

Project: Walsh Elementary School Boiler Replacements (Waterbury)

|                                                                |       |              |
|----------------------------------------------------------------|-------|--------------|
| 28) Material Men, Tractor Trailer Drivers, Equipment Operators | 35.04 | 6.5% + 10.45 |
|----------------------------------------------------------------|-------|--------------|

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Project: Walsh Elementary School Boiler Replacements (Waterbury)

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

*ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:*

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)*
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson*
- 3) Cranes (under 100 ton rated capacity)*

*Crane with 150 ft. boom (including jib) - \$1.50 extra*

*Crane with 200 ft. boom (including jib) - \$2.50 extra*

*Crane with 250 ft. boom (including jib) - \$5.00 extra*

*Crane with 300 ft. boom (including jib) - \$7.00 extra*

*Crane with 400 ft. boom (including jib) - \$10.00 extra*

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

As of: March 2, 2021

Project: Walsh Elementary School Boiler Replacements (Waterbury)

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**Important Information:**

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate.

**ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:**

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

**Crane with boom including jib, 150 feet - \$1.50 extra.**

**Crane with boom including jib, 200 feet - \$2.50 extra.**

**Crane with boom including jib, 250 feet - \$5.00 extra.**

**Crane with boom including jib, 300 feet - \$7.00 extra.**

**Crane with boom including jib, 400 feet - \$10.00 extra.**

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

- Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of one apprentice in a specific trade.

**Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work**

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us).
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.**

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

***Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.***

# DRAFT

**Amendment 1  
to  
Professional Services Agreement  
for  
Monitoring and Servicing of School Security Systems  
between  
The City of Waterbury  
and  
Stanley Convergent Security Solutions, Inc.**

**This Amendment 1 to Professional Services Agreement for Monitoring and Servicing of School Security Systems between the City of Waterbury and Stanley Convergent Security Solutions, Inc.** effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and Stanley Convergent Security Solutions, Inc., having an office at 30-A Progress Avenue, Seymour, CT 06483, a State of Delaware duly registered foreign corporation ("Vendor").

**WHEREAS**, the City and Vendor entered into a Professional Services Agreement, effective on July 14, 2020, for Monitoring and Servicing of School Security Systems ("Agreement"); and

**WHEREAS**, the City and Vendor desire to amend the Agreement to add monitoring services for two additional buildings, to increase the monthly monitoring rate accordingly and to increase the contingency.

**NOW THEREFORE, THE CITY AND VENDOR AGREE AND COVENANT AS FOLLOWS:**

1. Section 6 of the Agreement shall be revised to read as follows:

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

**6.1. Fee Schedule.** The fee payable to Stanley shall not exceed **TWO HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED FORTY DOLLARS and EIGHTY-EIGHT CENTS (\$278,840.88)**, which shall include an owner controlled contingency of **THIRTY THOUSAND DOLLARS (\$30,000.00)**, with the basis of payment being as follows:

**6.1.1** Base payment for three-year term  
In an amount not to exceed  
Two Hundred Forty-Eight Thousand Eight Hundred  
Forty Dollars and Eighty-Eight Cents.....\$248,840.88\*

6.1.2 Owner Controlled Contingency for  
three-year term  
In an amount not to Exceed  
Thirty Thousand Dollars.....\$30,000.00

6.1.3 Total Compensation  
Two Hundred Seventy Eight Thousand Eight Hundred  
Forty Dollars and Eighty-Eight Cents.....\$278,840.88

**6.2. Base Payment.** The Base Payment of this Contract shall be paid to Stanley in accordance with monthly invoices as set forth below. The monthly rate of payment to Stanley shall be **SIX THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS AND FIFTY-EIGHT CENTS (\$6,734.58)** through April 30, 2021 and thereafter shall be **SIX THOUSAND NINE HUNDRED EIGHTY DOLLARS AND FIFTY-EIGHT CENTS (\$6,980.58)** beginning May 1, 2021.

**6.3 Contingency.** There shall be a contingency of Thirty Thousand Dollars (\$30,000.00) for the entire- three-year term of this contract for additional services such as emergency calls and repairs which shall be paid at the rate of One Hundred Sixty-Seven Dollars (\$167.00) per hour. Said Contingency shall be used at the sole discretion of the City and shall be encumbered as needed.

2. The list of buildings operated and maintained by the City of Waterbury, Board of Education and Cost Proposal as set forth in paragraph 1.1.2 of the Professional Services Agreement, effective on July 14, 2020 and as referenced on Attachment A to said agreement shall be amended as per Exhibit A attached hereto.

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

**IN WITNESS WHEREOF**, the parties hereto execute this Amendment 1 on the dates signed below.

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

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



\_\_\_\_\_

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

WITNESS:

STANLEY CONVERGENT SECURITY  
SOLUTIONS, INC.

\_\_\_\_\_

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

\_\_\_\_\_

Its \_\_\_\_\_

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

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Stanley Convergent Security Solutions,  
Inc. - Amendment #1 CRT21-046\Drafts\draft amendment.doc

# ***Waterbury Board of Education***

**FY 2020-2021**

**Monthly Expenditure Report**

**January 2021**

| ACCOUNT                  | CLASSIFICATION                   | FY 21 ORIGINAL<br>BUDGET | FY 21 ADJUSTED<br>BUDGET | JANUARY<br>EXPENDITURE | JANUARY<br>ENCUMBRANCE | CURRENT<br>BALANCE  | PROJECTED<br>EXP.    | PROJECTED<br>DIFFERENCE |
|--------------------------|----------------------------------|--------------------------|--------------------------|------------------------|------------------------|---------------------|----------------------|-------------------------|
| <b>Salaries</b>          |                                  |                          |                          |                        |                        |                     |                      |                         |
| 511101                   | Administrators                   | \$8,551,263              | \$8,551,263              | \$4,824,761            | \$0                    | \$3,726,502         | \$8,551,263          | \$0                     |
| 511102                   | Teachers                         | \$60,803,778             | \$60,803,778             | \$29,961,144           | \$0                    | \$30,842,634        | \$61,746,977         | (\$943,199)             |
| 511104                   | Superintendent                   | \$415,000                | \$415,000                | \$181,941              | \$0                    | \$233,059           | \$281,364            | \$133,636               |
| 511106                   | Early Incentive Certified        | \$825,115                | \$825,115                | \$807,347              | \$0                    | \$17,768            | \$825,115            | \$0                     |
| 511107                   | Certified Coaches                | \$770,000                | \$770,000                | \$174,283              | \$0                    | \$595,717           | \$595,000            | \$175,000               |
| 511108                   | School Psychologists             | \$1,794,756              | \$1,794,756              | \$623,962              | \$0                    | \$1,170,794         | \$1,614,568          | \$180,188               |
| 511109                   | School Social Workers            | \$1,939,578              | \$1,939,578              | \$869,054              | \$0                    | \$1,070,524         | \$1,807,120          | \$132,458               |
| 511110                   | Speech Pathologists              | \$2,276,093              | \$2,276,093              | \$956,864              | \$0                    | \$1,319,229         | \$2,133,632          | \$142,461               |
| 511113                   | Extra Compensatory Stipend       | \$105,000                | \$105,000                | \$0                    | \$0                    | \$105,000           | \$105,000            | \$0                     |
| 511201                   | Non-Certified Salaries           | \$2,571,929              | \$2,571,929              | \$1,221,026            | \$0                    | \$1,350,903         | \$2,571,929          | \$0                     |
| 511202                   | Clerical Wages                   | \$1,099,960              | \$1,099,960              | \$579,366              | \$0                    | \$520,594           | \$1,099,960          | \$0                     |
| 511204                   | Crossing Guards                  | \$332,740                | \$332,740                | \$157,803              | \$0                    | \$174,936           | \$332,740            | \$0                     |
| 511206                   | Educational                      | \$589,509                | \$589,509                | \$111,054              | \$0                    | \$478,455           | \$589,509            | \$0                     |
| 511212                   | Substitute Teachers              | \$2,945,000              | \$2,945,000              | \$541,822              | \$1,477,471            | \$925,708           | \$2,080,988          | \$864,012               |
| 511215                   | Cafeteria Aides                  | \$80,000                 | \$80,000                 | \$36,295               | \$0                    | \$43,705            | \$50,000             | \$30,000                |
| 511217                   | Library Aides                    | \$172,837                | \$172,837                | \$56,297               | \$0                    | \$116,540           | \$172,837            | \$0                     |
| 511219                   | School Clerical                  | \$1,891,750              | \$1,891,750              | \$967,905              | \$0                    | \$923,845           | \$1,891,750          | \$0                     |
| 511220                   | Fiscal Administration            | \$581,739                | \$581,739                | \$268,496              | \$0                    | \$313,243           | \$581,739            | \$0                     |
| 511222                   | Transportation Coordinator       | \$106,919                | \$106,919                | \$58,432               | \$0                    | \$48,487            | \$106,919            | \$0                     |
| 511223                   | Office Aides                     | \$170,000                | \$170,000                | \$83,288               | \$0                    | \$86,712            | \$170,000            | \$0                     |
| 511225                   | School Maintenance Non-Certified | \$2,538,249              | \$2,538,249              | \$1,026,296            | \$0                    | \$1,511,953         | \$2,138,249          | \$400,000               |
| 511226                   | Custodians Non-Certified         | \$5,820,266              | \$5,820,266              | \$2,609,109            | \$0                    | \$3,211,157         | \$5,170,266          | \$650,000               |
| 511227                   | Overtime - Outside Activities    | \$250,000                | \$250,000                | \$8,433                | \$0                    | \$241,567           | \$125,000            | \$125,000               |
| 511228                   | Paraprofessionals                | \$10,923,377             | \$10,923,377             | \$4,736,794            | \$0                    | \$6,186,583         | \$10,248,377         | \$675,000               |
| 511229                   | Bus Duty                         | \$250,000                | \$250,000                | \$0                    | \$0                    | \$250,000           | \$220,000            | \$30,000                |
| 511232                   | Attendance Counselors            | \$122,051                | \$122,051                | \$57,596               | \$0                    | \$64,455            | \$122,051            | \$0                     |
| 511233                   | ABA Behavioral Therapist         | \$1,748,689              | \$1,748,689              | \$770,545              | \$0                    | \$978,144           | \$1,638,689          | \$110,000               |
| 511234                   | Interpreters                     | \$185,653                | \$185,653                | \$62,448               | \$0                    | \$123,205           | \$185,653            | \$0                     |
| 511236                   | Snow Removal                     | \$0                      | \$0                      | \$9,934                | \$0                    | (\$9,934)           | \$15,000             | (\$15,000)              |
| 511237                   | Swing Space                      | \$0                      | \$0                      | \$0                    | \$0                    | \$0                 | \$0                  | \$0                     |
| 511650                   | Overtime                         | \$690,000                | \$690,000                | \$206,609              | \$0                    | \$483,391           | \$690,000            | \$0                     |
| 511653                   | Longevity                        | \$12,410                 | \$12,410                 | \$11,765               | \$0                    | \$645               | \$12,410             | \$0                     |
| 511700                   | Extra Police Protection          | \$539,387                | \$539,387                | \$3,600                | \$0                    | \$535,787           | \$539,387            | \$0                     |
| 511800                   | Vacation and Sick Term Payout    | \$230,000                | \$230,000                | \$130,668              | \$0                    | \$99,332            | \$230,000            | \$0                     |
| 522501                   | Health Insurance-General         | \$6,000,000              | \$6,000,000              | \$6,000,000            | \$0                    | \$0                 | \$6,000,000          | \$0                     |
| 529001                   | Car Allowance                    | \$75,000                 | \$75,000                 | \$31,753               | \$0                    | \$43,247            | \$75,000             | \$0                     |
| 529003                   | Meal Allowances                  | \$19,800                 | \$19,800                 | \$5,341                | \$1,680                | \$12,779            | \$19,800             | \$0                     |
| <b>Subtotal Salaries</b> |                                  | <b>\$117,427,847</b>     | <b>\$117,427,847</b>     | <b>\$58,152,030</b>    | <b>\$1,479,151</b>     | <b>\$57,796,666</b> | <b>\$114,738,291</b> | <b>\$2,689,556</b>      |

| ACCOUNT                            | CLASSIFICATION                  | FY 21 ORIGINAL<br>BUDGET | FY 21 ADJUSTED<br>BUDGET | JANUARY<br>EXPENDITURE | JANUARY<br>ENCUMBRANCE | CURRENT<br>BALANCE | PROJECTED<br>EXP.   | PROJECTED<br>DIFFERENCE |
|------------------------------------|---------------------------------|--------------------------|--------------------------|------------------------|------------------------|--------------------|---------------------|-------------------------|
| <b>Purchased Services</b>          |                                 |                          |                          |                        |                        |                    |                     |                         |
| 533009                             | Evaluation                      | \$25,000                 | \$25,000                 | \$57                   | \$8,608                | \$16,335           | \$25,000            | \$0                     |
| 533020                             | Consulting Services             | \$422,125                | \$422,125                | \$164,413              | \$134,322              | \$123,390          | \$422,125           | \$0                     |
| 533100                             | Auditing                        | \$52,000                 | \$52,000                 | \$51,988               | \$0                    | \$12               | \$52,000            | \$0                     |
| 539005                             | Sporting Officials              | \$35,000                 | \$29,593                 | \$0                    | \$0                    | \$29,593           | \$29,593            | \$0                     |
| 539008                             | Messenger Service               | \$24,978                 | \$29,178                 | \$13,064               | \$12,496               | \$3,618            | \$29,178            | \$0                     |
| 543000                             | General Repairs & Maintenance   | \$1,370,700              | \$1,385,700              | \$535,725              | \$344,216              | \$505,759          | \$1,385,700         | \$0                     |
| 543011                             | Maintenance - Service Contracts | \$730,000                | \$730,000                | \$308,931              | \$412,342              | \$8,727            | \$730,000           | \$0                     |
| 544002                             | Building Rental                 | \$562,674                | \$562,674                | \$317,866              | \$213,058              | \$31,750           | \$562,674           | \$0                     |
| 545002                             | Water                           | \$270,000                | \$270,000                | \$68,723               | \$0                    | \$201,277          | \$270,000           | \$0                     |
| 545006                             | Electricity                     | \$3,129,855              | \$3,129,855              | \$1,432,576            | \$0                    | \$1,697,279        | \$3,129,855         | \$0                     |
| 545013                             | Security/Safety                 | \$125,000                | \$125,000                | \$25,668               | \$42,590               | \$56,743           | \$125,000           | \$0                     |
| 551000                             | Pupil Transportation            | \$16,010,303             | \$16,010,303             | \$4,690,474            | \$11,318,443           | \$1,386            | \$15,510,303        | \$500,000               |
| 553001                             | Postage                         | \$70,000                 | \$70,000                 | \$35,729               | \$0                    | \$34,271           | \$70,000            | \$0                     |
| 553002                             | Telephone                       | \$250,000                | \$250,000                | \$110,434              | \$6,628                | \$132,938          | \$250,000           | \$0                     |
| 553005                             | Wide-area Network (SBC)         | \$93,600                 | \$78,600                 | (\$1,178)              | \$4,419                | \$75,359           | \$78,600            | \$0                     |
| 556055                             | Tuition - Outside               | \$9,515,000              | \$9,515,000              | \$2,872,861            | \$4,375,215            | \$2,266,924        | \$9,990,000         | (\$475,000)             |
| 556056                             | Purchased Service - Outside     | \$3,000,000              | \$3,000,000              | \$948,176              | \$2,018,012            | \$33,811           | \$3,050,000         | (\$50,000)              |
| 557000                             | Tuition Reimbursement           | \$6,000                  | \$6,000                  | \$3,545                | \$0                    | \$2,455            | \$6,000             | \$0                     |
| 558000                             | Travel Expenses                 | \$20,000                 | \$20,000                 | \$0                    | \$0                    | \$20,000           | \$20,000            | \$0                     |
| 559001                             | Advertising                     | \$20,000                 | \$20,000                 | \$5,467                | \$0                    | \$14,533           | \$20,000            | \$0                     |
| 559002                             | Printing & Binding              | \$30,000                 | \$30,000                 | \$5,253                | \$775                  | \$23,972           | \$30,000            | \$0                     |
| 559104                             | Insurance - Athletics           | \$23,500                 | \$24,707                 | \$24,707               | \$0                    | \$0                | \$24,707            | \$0                     |
| <b>Subtotal Purchased Services</b> |                                 | <b>\$35,785,735</b>      | <b>\$35,785,735</b>      | <b>\$11,614,479</b>    | <b>\$18,891,124</b>    | <b>\$5,280,133</b> | <b>\$35,810,735</b> | <b>(\$25,000)</b>       |
| <b>Supplies/Materials</b>          |                                 |                          |                          |                        |                        |                    |                     |                         |
| 561100                             | Instructional Supplies          | \$1,620,000              | \$1,620,000              | \$634,788              | \$172,652              | \$812,561          | \$1,620,000         | \$0                     |
| 561200                             | Office Supplies                 | \$71,840                 | \$71,840                 | \$34,302               | \$9,204                | \$28,333           | \$71,840            | \$0                     |
| 561204                             | Emergency/Medical Supplies      | \$4,000                  | \$4,000                  | \$0                    | \$0                    | \$4,000            | \$4,000             | \$0                     |
| 561210                             | Intake Center Supplies          | \$3,500                  | \$3,500                  | \$2,528                | \$577                  | \$396              | \$3,500             | \$0                     |
| 561211                             | Recruitment Supplies            | \$50,000                 | \$50,000                 | \$20,872               | \$13,420               | \$15,708           | \$50,000            | \$0                     |
| 561212                             | Medicaid Supplies               | \$12,500                 | \$12,500                 | \$2,728                | \$1,340                | \$8,432            | \$12,500            | \$0                     |
| 561501                             | Diesel                          | \$154,815                | \$154,815                | \$21,887               | \$132,928              | \$0                | \$154,815           | \$0                     |
| 561503                             | Gasoline                        | \$35,000                 | \$35,000                 | \$19,941               | \$8,606                | \$6,454            | \$35,000            | \$0                     |
| 561505                             | Natural Gas                     | \$1,666,000              | \$1,666,000              | \$653,878              | \$0                    | \$1,012,122        | \$1,606,000         | \$60,000                |
| 561507                             | Janitorial Supplies             | \$235,000                | \$235,000                | \$68,482               | \$158,352              | \$8,167            | \$235,000           | \$0                     |
| 561508                             | Electrical Supplies             | \$50,000                 | \$50,000                 | \$16,782               | \$4,087                | \$29,131           | \$50,000            | \$0                     |
| 561509                             | Plumbing Supplies               | \$100,000                | \$100,000                | \$31,695               | \$23,073               | \$45,232           | \$100,000           | \$0                     |
| 561510                             | Building & Ground Supplies      | \$150,000                | \$150,000                | \$89,011               | \$46,834               | \$14,155           | \$150,000           | \$0                     |
| 561511                             | Propane                         | \$301,563                | \$301,563                | \$102,241              | \$199,322              | \$0                | \$301,563           | \$0                     |
| 567000                             | Clothing Supplies               | \$40,000                 | \$40,000                 | \$0                    | \$31,519               | \$8,481            | \$40,000            | \$0                     |
| 567001                             | Crossing Guard Uniforms         | \$2,000                  | \$2,000                  | \$1,591                | \$72                   | \$337              | \$2,000             | \$0                     |
| 569010                             | Recreational Supplies           | \$20,000                 | \$20,000                 | \$0                    | \$0                    | \$20,000           | \$20,000            | \$0                     |
| 569029                             | Athletic Supplies               | \$130,000                | \$130,000                | \$62,291               | \$12,867               | \$54,842           | \$130,000           | \$0                     |
| <b>Subtotal Supplies/Materials</b> |                                 | <b>\$4,646,218</b>       | <b>\$4,646,218</b>       | <b>\$1,763,017</b>     | <b>\$814,853</b>       | <b>\$2,068,348</b> | <b>\$4,586,218</b>  | <b>\$60,000</b>         |

| ACCOUNT                             | CLASSIFICATION             | FY 21 ORIGINAL<br>BUDGET | FY 21 ADJUSTED<br>BUDGET | JANUARY<br>EXPENDITURE | JANUARY<br>ENCUMBRANCE | CURRENT<br>BALANCE  | PROJECTED<br>EXP.    | PROJECTED<br>DIFFERENCE |
|-------------------------------------|----------------------------|--------------------------|--------------------------|------------------------|------------------------|---------------------|----------------------|-------------------------|
| <b>Property</b>                     |                            |                          |                          |                        |                        |                     |                      |                         |
| 575008                              | Furniture-Misc.            | \$50,000                 | \$50,000                 | \$8,798                | \$166                  | \$41,036            | \$50,000             | \$0                     |
| 575200                              | Office Equipment           | \$160,000                | \$160,000                | \$24,025               | \$103,875              | \$32,100            | \$160,000            | \$0                     |
| 575408                              | Plant Equipment            | \$40,000                 | \$40,000                 | \$4,321                | \$8,865                | \$26,814            | \$40,000             | \$0                     |
| <b>Subtotal Property</b>            |                            | <b>\$250,000</b>         | <b>\$250,000</b>         | <b>\$37,144</b>        | <b>\$112,906</b>       | <b>\$99,950</b>     | <b>\$250,000</b>     | <b>\$0</b>              |
| <b>Other/Miscellaneous</b>          |                            |                          |                          |                        |                        |                     |                      |                         |
| 589021                              | Mattatuck Museum           | \$13,000                 | \$13,000                 | \$5,401                | \$7,155                | \$444               | \$12,556             | \$444                   |
| 589034                              | Board of Ed Commissioners  | \$20,700                 | \$20,700                 | \$11,905               | \$0                    | \$8,795             | \$20,700             | \$0                     |
| 589036                              | Emergency Fund             | \$9,500                  | \$9,500                  | \$9,177                | \$0                    | \$324               | \$9,500              | \$0                     |
| 589201                              | Mileage                    | \$20,000                 | \$20,000                 | \$1,300                | \$0                    | \$18,700            | \$20,000             | \$0                     |
| 589205                              | Coaches Reimbursements     | \$7,000                  | \$7,000                  | \$0                    | \$0                    | \$7,000             | \$7,000              | \$0                     |
| 589900                              | Dues & Publications        | \$60,000                 | \$60,000                 | \$55,986               | \$0                    | \$4,014             | \$60,000             | \$0                     |
| 591002                              | Transfer to Sinking Fund   | \$0                      | \$0                      | \$0                    | \$0                    | \$0                 | \$2,725,000          | (\$2,725,000)           |
| 591004                              | Athletic Revolving Fund    | \$135,000                | \$135,000                | \$10,000               | \$0                    | \$125,000           | \$135,000            | \$0                     |
| <b>Total Other/Miscellaneous</b>    |                            | <b>\$265,200</b>         | <b>\$265,200</b>         | <b>\$93,768</b>        | <b>\$7,155</b>         | <b>\$164,277</b>    | <b>\$2,989,756</b>   | <b>(\$2,724,556)</b>    |
| <b>GRAND TOTAL OPERATING BUDGET</b> |                            | <b>\$158,375,000</b>     | <b>\$158,375,000</b>     | <b>\$71,660,438</b>    | <b>\$21,305,189</b>    | <b>\$65,409,373</b> | <b>\$158,375,000</b> | <b>\$0</b>              |
| <b>Other Additional Funding</b>     |                            |                          |                          |                        |                        |                     |                      |                         |
|                                     | Alliance Non-Reform/Reform | \$23,442,782             | \$23,442,782             | \$11,288,200           | \$0                    | \$12,154,582        | \$23,442,782         | \$0                     |
|                                     | GF Surplus 15-16           | \$1,000,000              | \$1,000,000              | \$0                    | \$0                    | \$1,000,000         | \$0                  | \$1,000,000             |
|                                     | GF Surplus 14-15           | \$1,000,000              | \$1,000,000              | \$0                    | \$0                    | \$1,000,000         | \$0                  | \$1,000,000             |
|                                     | GF Surplus 16-17           | \$450,000                | \$450,000                | \$0                    | \$0                    | \$450,000           | \$0                  | \$450,000               |
|                                     | Contingency Surplus        | \$675,000                | \$675,000                | \$0                    | \$0                    | \$675,000           | \$0                  | \$675,000               |
|                                     | City Non Lapsing Account   | \$500,000                | \$500,000                | \$0                    | \$0                    | \$500,000           | \$0                  | \$500,000               |
| <b>Total Additional Funding</b>     |                            | <b>\$27,067,782</b>      | <b>\$27,067,782</b>      | <b>\$11,288,200</b>    | <b>\$0</b>             | <b>\$15,779,582</b> | <b>\$23,442,782</b>  | <b>\$3,625,000</b>      |
| <b>GRAND TOTAL ALL FUNDING</b>      |                            | <b>\$185,442,782</b>     | <b>\$185,442,782</b>     | <b>\$82,948,638</b>    | <b>\$21,305,189</b>    | <b>\$81,188,955</b> | <b>\$181,817,782</b> | <b>\$3,625,000</b>      |

Honorable Waterbury Delegation,

By a (majority) (unanimous) vote of the Waterbury Board of Education on (date), the board submits to your attention the following statement regarding Governor Lamont's proposed budget for education and ECS funding.

The Waterbury Board of Education is deeply concerned about the severe under funding of Waterbury ECS monies. This budget wipes out all ECS increases for Waterbury for the biennium. Waterbury is already the most underfunded district in the state due to a flawed ECS formula. This proposal leaves Waterbury shortchanged 19.9 million dollars over the biennium, more than any other district in the state yet again, even as other non-Alliance districts see increases over the biennium.

Waterbury and other challenged districts were promised that the broken ECS formula would be fixed and our students would finally be the recipients of a fair and equitable funding formula. A cut of this magnitude-\$19.9 million-will hurt students already suffering under the pandemic, strain city resources and taxpayers. Such a devastating shortfall will result in the district losing hard fought gains in education when cuts have to be made.

Please stand with us in protesting this proposal and insist that the promised revisions to ECS funding be restored.



**Draft Revised Policy 4000.1****Personnel - Certified and Non-Certified****Title IX**

The Board of Education's policy is to maintain a learning and working environment free from any form of sex discrimination or sexual harassment. The Board agrees to comply with Title IX of the Education Amendments of 1972 and the Regulations as amended in the Final Rule promulgated pursuant thereto.

The Board, as required, shall respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment. Title IX applies to persons in this District because its education programs or activities receive Federal financial assistance. This policy applies to all of the District's programs or activities, whether such programs or activities occur on or off campus.

The District's response shall be triggered by notice to a Title IX Coordinator, or to an official with authority to institute corrective measures on the recipient's behalf, which charges a school with actual knowledge.

**Definitions**

**Sex discrimination** for purposes of this Title IX policy occurs when an individual, because of his or her sex, is denied participation in or the benefits of any program or activity receiving federal financial assistance. It includes when the District, as an employer, refuses to hire, disciplines or discharges any individual, or otherwise discriminates against an individual with respect to such individual's compensation, terms, conditions or privileges of employment on the basis of the individual's sex.

**Sexual harassment** for purposes of this Title IX policy includes any of the three types of misconduct on the basis of sex, all of which jeopardize the equal access to education that Title IX is designed to protect:

1. Any instance of *quid pro quo* harassment by a school's employee;
2. Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person's equal access to the District's educational programs or activities; or
3. Any instance of sexual assault (as defined in 20 U.S.C.1092 (f)(6)(A)(v)), dating violence (as defined in 34U.S.C. 12291(a)(10)), domestic violence (as defined in 34U.S.C.12291(a)(8)), or stalking, (as defined in 34 U.S.C. 12291(a)(30)).

(This definition does not make sexual harassment dependent on the method by which the harassment is carried out.)

All information regarding the District's Title IX Procedures and Guidelines, grievance process, as well as the District's complaint form, are available on the District's website at [insert specific address Link for Title IX resources](#).

(cf. 0521 – Nondiscrimination)

(cf. 0521.1 – Grievance Procedure for Section 504, Title IX, and Title VII)

(cf. 4118.11/4218.11 – Nondiscrimination)

(cf. 4118.112/4218.112 – Sex Discrimination and Sexual Harassment in the Workplace)

(cf. 5131.911 – Bullying/Safe School Climate Plan)

(cf. 5145.5 – Sexual Harassment)

(cf. 5145.51 – Peer Sexual Harassment)

Legal Reference: United States Constitution, Article XIV

Civil Rights Act of 1964, Title VII, 42 U.S.C. S2000-e2(a).

Equal Employment Opportunity Commission Policy Guidance (N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.

Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*

Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*

Title IX Final Rule, 34 CFR §106.45, *et seq.*, May 6, 2020

34 CFR Section 106.8(b), OCR Guidelines for Title IX.

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a) 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)

The Clery Act, 20 U.S.C. §1092(f)

The Violence Against Women Act, 34 U.S.C. §12291(a)

*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)

*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June 26,1998)

*Burlington Industries, Inc. v. Ellerth*, No. 97-569, (U.S. Supreme Court, June 26,1998)

*Gebbs v. Lago Vista Indiana School District*, No. 99-1866, (U.S. Supreme Court, June 26,1998)

*Davis v. Monro County Board of Education*, No. 97-843, (U.S. Supreme Court, May 24, 1999.)

Connecticut General Statutes

[46a-60](#) Discriminatory employment practices prohibited.

Conn. Agencies Regs. §46a-54-200 through §46a-54-207

Constitution of the State of Connecticut, Article I, Section 20.

P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment

**Draft Policy 5145.44****Students****Title IX**

The Board of Education's policy is to maintain a learning and working environment free from any form of sex discrimination or sexual harassment. The Board agrees to comply with Title IX of the Education Amendments of 1972 and the Regulations as amended in the Final Rule promulgated pursuant thereto.

The Board, as required, shall respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment. Title IX applies to persons in this District because its education programs or activities receive Federal financial assistance. This policy applies to all of the District's programs or activities, whether such programs or activities occur on or off campus.

The District's response shall be triggered by notice to a Title IX Coordinator, or to an official with authority to institute corrective measures on the recipient's behalf, which charges a school with actual knowledge.

**Definitions**

**Sex discrimination** for purposes of this Title IX policy occurs when an individual, because of his or her sex, is denied participation in or the benefits of any program or activity receiving federal financial assistance. It includes when the District, as an employer, refuses to hire, disciplines or discharges any individual, or otherwise discriminates against an individual with respect to such individual's compensation, terms, conditions or privileges of employment on the basis of the individual's sex.

**Sexual harassment** for purposes of this Title IX policy includes any of the three types of misconduct on the basis of sex, all of which jeopardize the equal access to education that Title IX is designed to protect:

1. Any instance of *quid pro quo* harassment by a school's employee;
2. Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person's equal access to the District's educational programs or activities; or
3. Any instance of sexual assault (as defined in 20 U.S.C.1092 (f)(6)(A)(v)), dating violence (as defined in 34U.S.C. 12291(a)(10)), domestic violence (as defined in 34U.S.C.12291(a)(8)), or stalking, (as defined in 34 U.S.C. 12291(a)(30)).

(This definition does not make sexual harassment dependent on the method by which the harassment is carried out.)

All information regarding the District's Title IX Procedures and Guidelines, grievance process, as well as the District's complaint form, are available on the District's website at [insert specific address Link for Title IX resources](#).

(cf. 0521 – Nondiscrimination)

(cf. 0521.1 – Grievance Procedure for Section 504, Title IX, and Title VII)

(cf. 4118.11/4218.11 – Nondiscrimination)

(cf. 4118.112/4218.112 – Sex Discrimination and Sexual Harassment in the Workplace)

(cf. 5131.911 – Bullying/Safe School Climate Plan)

(cf. 5145.5 – Sexual Harassment)

(cf. 5145.51 – Peer Sexual Harassment)

Legal Reference: United States Constitution, Article XIV

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P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment



**NOTE FROM CLERK:**

The following is the Board's current 9010 policy with notations of items that were presented to the Policy and Legislation Committee on February 25, 2021 AND passed. ALL suggestions that were submitted to the committee are appended to the minutes of the meeting which are included in this backup.

Also note that since new policies are being added under the 9000 section which includes all bylaw related policies, the title of policy 9010 will also need to be changed. In reviewing titles from CABA I am suggesting 9010 be renamed to "Organization and Methods of Operation".

**DRAFT**

**Bylaws of the Board**

**9010(b)**

Replace the word "Chairman" with "Chair" in all Bylaws. (submitted by KH; approved by Committee on 2/25/21)

**Organization**

- a) The Board of Education shall consist of the Mayor and ten elected members. Six members shall constitute a quorum. The Mayor is the Chairman Ex-Officio of the Board. The members of the Board shall elect, by majority vote, a President, Vice-President, and Secretary.
- b) The organizational meeting of the Board shall be held at such time as the Mayor may direct or on December 1<sup>st</sup> of each odd numbered year. The meeting shall be called to order by the Chairman. Before acting, the members shall be duly sworn to the faithful performance of the duties of their office as prescribed by law. The Board shall proceed to elect by roll call by a majority of its members, present and absent, a President, Vice President, and Secretary.
- c) The Board may allow student representatives to the Board of Education consistent with Corporation Counsel's opinion of December 31, 2018 and Board policy.

**Public Meetings**

- a) All meetings of the Board of Education shall be open to the public with the exception of executive sessions (cf. 9320 – Meetings)



- b) All meetings of the Board shall be held at its office or at any other place designated by a majority vote of the Board.
- c) The Board shall hold its regular meetings on the third Thursday of each month. The President of the Board shall have the discretion to reschedule meetings under the above formula if conflicts arise.
- d) All meetings shall be held at 6:30 p.m. or at any other time designated by the majority vote of the Board. Committee meetings shall be held at 5:30 p.m., unless otherwise designated by the Chairman.
- e) Special meetings may be called and held whenever requested in writing by any three members. The written request shall contain a description of the matters to be considered, and shall be sent to the President of the Board with a copy to the Clerk of the Board. No business shall be transacted at such special meeting other than that specified in the call.
- f) Citizens are encouraged to submit prepared written statements to the Commissioners. Comments by an individual shall be limited to a maximum of five (5) minutes. Commissioners believe that this will permit wider participation while also expediting the business of the meeting.
- g) Commissioners may respond to the concerns and/or comments of public speakers only with the permission of the Chair and **without debate**.
- h) Smoking will not be permitted in any room in which a meeting of the Board of Education is being conducted (cf. 1331 – Smoking in School Facilities).
- i) During meetings of the Board of Education, all cellphones or other electronic communication devices shall be turned off or changed to a silence mode.

### **Executive Sessions**

The public may be excluded from meetings of the Board of Education which are declared to be executive sessions. Executive sessions may be held upon a two-thirds vote of the members present and voting taken at a public meeting for only one or more of the following reasons, and may not be held for any other reason:

1. Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee, provided that such individual may require that discussion be held at an open meeting.
2. Strategy and negotiations with respect to pending claims and litigation.
3. Matters concerning security strategy or the deployment of security personnel, or devices affecting public security.
4. Discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned.
5. Discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) of section 1-19 of the Connecticut General Statutes.

### **Construction of the Agenda**

The Superintendent in cooperation with the President of the Board of Education shall prepare an agenda for each meeting. Any member of the Board of Education may call the Superintendent to request an item be placed on the agenda. Deadline for requests is 48 hours prior to the legally required public posting of the agenda. Finalization of the agenda lies with the Board President.

### **Posting of the Agenda**

At least 24 hours prior to the time of the meeting, the agenda shall be posted in the Office of the Board of Education and in the Office of City Clerk and shall be filed in the Superintendent's Office.

### **Duties of the Chairman**

The Chairman shall call the Board to order at the **appointed hour**, or as soon as a quorum is present. It shall be the duty of the Chairman to assure that all proceedings are in compliance with the laws enacted by the General Assembly, these rules and regulations and, otherwise, parliamentary usage.

### **Duties of the President**

- a) In the absence of the Chairman, the Board President shall preside at all Board meetings.
- b) The President shall appoint liaison positions as appropriate.
- c) The President shall appoint ad-hoc committees as needed.
- d) The President or his/her designee will conduct orientation/training for all new Board members **within 30 days of taking office.** (submitted by KH; approved by Committee on 2/25).
- e) **Conduct a Board self-evaluation yearly and make provisions for Board member professional development.** (submitted by LB; approved by Committee on 2/25)

### **Duties of the Vice President**

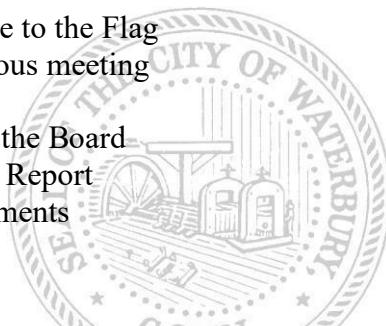
In the absence of Chairman and the President, the Vice President shall preside at the Board meeting.

### **Duties of the Secretary**

- a) Review and report minutes to the Board.
- b) In the absence of the Chairman, President, and Vice President, the Secretary shall preside at the Board meeting.

### **Order of Business**

- a) Business shall proceed in the following order, unless the Board otherwise directs:
  - 1. Silent Prayer
  - 2. Pledge Allegiance to the Flag
  - 3. Minutes of previous meeting
  - 4. Communications
  - 5. Public addresses the Board
  - 6. Superintendent's Report
  - 7. President's Comments



8. Consent Calendar
9. Committee reports
10. ~~Unfinished business of preceding meeting only~~
11. ~~Other unfinished, new, and miscellaneous business~~  
(Submitted by AS; Committee approved 2/25/21)
12. Adjournment

- b) The yeas and nays shall be taken and recorded by the Clerk of the Board whenever called for by any member of the Board.

### **Standing Committees**

- a) The President shall appoint the following standing committees, each consisting of a minimum of three members to serve two calendar years or less, the member first named to be chairperson, who will appoint a vice-chairperson:

- 1) The Committee on Policy and Legislation
- 2) The Committee on Curriculum
- 3) The Committee on School Personnel
- 4) The Committee on Building and School Facilities
- 6) The Committee on Finance
- 7) The Committee on Grievances

At least one member of each committee shall be a member of the minority party.

- b) The President shall call committees together when requested to do so by the respective Chairperson, but in case the Chairperson refuses or neglects, then, at the request of the remaining members of the Committee, he shall call a meeting of the Committee, and a majority of the Committee shall constitute a quorum.

- e) ~~Every report shall be signed by a majority of the Committee. A minority report in writing may be presented.~~ (submitted by AS; Committee approved 2/25/21)

- d) c All Committee actions are subject to the approval of the Board. All committee recommendations that bypass the Committee of the Whole workshop to the regular meeting for a vote must be placed on the agenda off consent and in the form and substance of the committee agenda. District staff should be available to provide background and answer questions. Committee chairs should be mindful of controversial or contentious matters which should be heard and debated at workshop. (submitted by AS; Committee approved 2/25/21)

- e) d The Board will allow electronic participation of members of Standing Committees and Ad-hoc Committees in accordance with Board Policy #9005 "Electronic Participation".

### **Committee on Policy and Legislation**

- a) The Committee on Policy and Legislation shall review all recommended additions, revisions or deletions of Policy, as referred by the Superintendent of Schools, pertaining to operation and functions of the School District. The Committee will maintain open communication with State and Federal officials regarding the district's needs and how they may be affected by proposed, pending, and/or enacted state and federal

legislation.

- b) The Committee shall have general authority over the by-laws of the Board.
- c) The Committee will keep the Board abreast of any legislation that could impact the district.
- ~~d) The Committee shall report to the Committee of the Whole prior to Board action.~~  
~~Approval of the full Board is required for all communications of positions on legislative issues on the Board's behalf.~~ (submitted by AS; committee approved 2/25/21)
- e) The Committee shall ensure alignment of Policy to Local, State, and Federal Enactments.
- f) The Committee shall evaluate the effectiveness of current standing committees bi-annually in October of the even years.

### **Committee on Curriculum**

- a) All proposals to add to or change the course of study or the textbooks used in the school system shall be referred to and reported upon by this Committee prior to the action by the Board. In reporting upon any such proposals, the Committee shall give due consideration to the recommendations of the Superintendent of Schools and the consultative groups acting under the provisions of School Board Policy.
- b) All requisitions for books, supplies and the like shall be presented to this Committee and/or its duly appointed representatives for approval.
- c) Proposals for special regulations or changes to regulations regarding instruction in the school system shall be submitted to the Committee for transmittal to the Board.
- d) Proposals for overnight field trips and/or to destinations outside the State of Connecticut shall be submitted to the Committee for transmittal to the Board.

### **Committee on School Personnel**

- a) The Committee on School Personnel shall act as an advisory body to the Superintendent in the hire, appointment and transfer of supervisors, high school and middle school assistant principals, and building principals. ~~teachers and in all other matters concerning the teaching and administrative and supervisory corps.~~ (submitted by AM; committee approved 2/25/21)
  - ~~b) The Committee shall conduct studies from time to time, as may appear necessary, regarding the number of teaching and supervisory personnel required to achieve the goals of the system and the salaries and other benefits required to obtain and retain professional personnel of a high caliber. Such studies shall include consultation with the Superintendent and other interested standing committees. The Committee shall report its findings and recommendations to the Superintendent for such use as he/she may require and for transmittal to the Board.~~ (Removal of paragraph submitted by KH and AS)
  - b) The chair of the Committee on Personnel, or his/her designee, attends interviews of applicants for the positions of supervisors, high school and middle school assistant principals, and building principals as a non-scoring observer at Level 1 or as designated in the SAW contract. (submitted by AM; committee approved 2/25/21)
  - c) The Committee will review all new job positions and new job specifications for recommendation to the board. (submitted by AM; committee approved 2/25/21)
- The Committee may perform any other duties necessary to ensure an equitable and diverse staff (submitted by KH; Committee approved 2/25/21)
- ~~e) The Committee shall develop methods by which teachers' performance shall be evaluated to determine whether such performance meets the standards developed by the~~

~~Board so as to entitle the teacher to advancement on the salary schedule if not at the maximum of the applicable schedule.~~

- ~~d) The Committee shall also develop methods by which the performance of supervisors and administrators shall be evaluated to determine whether such performance meets the standards established by the Board for the administrative or supervisory position to which they are assigned.~~
  - ~~e) The Committee shall be responsible for reporting to the Board the names of those teachers, supervisors and/or administrators who should no longer be employed by the Board on the ground that they have failed to meet the standards established by the Board for their particular position, and should not be advanced to the next step in the applicable salary schedule because of their failure to meet the standards developed by the Board.~~
- (submitted by AM; committee approved 2/25/21)

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### ***Committee on Building and School Facilities***

- a) Subject to Board approval, the Committee on Building and School Facilities shall have general authority for the maintenance and operation of all buildings. The Committee shall report to the Board upon the desirability of constructing new buildings or enlarging pre-existing facilities. When so instructed by the Board, the Committee shall procure plans and specifications for additions or new facilities and submit them to the Board of its approval.
- b) The Committee shall coordinate the Board's operation of school buildings with other state and local authorities having an interest in the same, such as the Fire Department, the Health Department, the Plumbing Inspector, and the State Board of Education.
- c) The Committee shall supervise the appointment of all employees not otherwise provided for in these Policies, including such extra or part-time help as may be necessary, all in conformity with the Charter of the City of Waterbury, if applicable.
- d) The Committee shall exercise overall supervision of the school bus program. It shall consult with the administrative personnel who are assigned the responsibility of operating the program. The Committee shall conduct periodic studies of the effectiveness of the program and shall submit reports, recommendations, and proposals to the Board for its approval.
- e) The Committee shall present to the Board for its approval all requests for permission to use school buildings for all academic and/or non-academic purposes.

### ***Committee on Finance***

- a) The Committee on Finance shall serve the Superintendent in an advisory capacity in conjunction with the preparation of the annual education budget and the Superintendent's presentation of the budget to the Board of Aldermen.
  - b) The Committee shall be responsible for reviewing all grants and grant-funded contracts or agreements submitted for Board of Education approval for submission to the State and/or other agency.
  - c) The Committee shall be responsible for seeing that the lunch program is running as efficiently as possible, both monetarily and nutritionally, and that it meets State and Federal mandates in regard to the nutrition of the children in the Waterbury Public Schools.
  - ~~d) Financial reports of all school entertainment and athletic events shall be reported to the Department of Education's Chief Operating Officer in writing within thirty days of the event and said Officer may control the disposition of the same, provided, that the Athletic Association of each high school may submit an annual financial report at the end of the school year in June, in lieu of monthly reports.~~
- (submitted by AM; committee approved 2/25/21)



### **Committee on Grievances**

- a) The Committee on Grievances shall assist the Board in the Board's determination of grievances. All grievances shall be submitted to the Committee. The Committee, in conjunction with the President of the Board, shall schedule and hold the necessary hearings to comply with any collective bargaining agreement in effect between the Board and duly authorized representative of its employees or a group of its employees.
- b) The Clerk shall be responsible for the preparation and distribution of grievance forms.
- c) Committee members are expected to be present during all grievance hearings.

### **Miscellaneous**

Any procedures or provisions not covered by the Charter in the performance of this Board shall be governed by "The Scott, Foresman Robert's Rules of Order, Newly Revised".

**Adopted December 1, 2017.  
Revised on January 18, 2018, August 16, 2018, September 20,  
2018, February 21, 2019, and March 21, 2019. Adopted  
December 1, 2019.**

**The below new policy was submitted at the 2/4/21 Workshop and discussed. Below is draft #2 with additional suggestions from the 2/25/21 Policy and Legislation Committee.**

## Policy 9012

### Powers, Purposes, and Duties

The Board of Education shall be responsible for the maintenance and operation of the public schools as required by law and by the Charter of the City of Waterbury. The Board shall be responsible for carrying out the following duties:

- Interpret the needs of the community and the desired educational requirements to its professional organization.
- Elect the Superintendent of Schools, and approve the appointment of principals and anyone above the rank of principal.
- Work with the Superintendent of Schools to draft a proposed budget for transmittal to the Mayor.
- Provide the Board of Aldermen with statements of the need for additional school facilities, including proposed additions to or extensions of existing school buildings, and set forth such information as the Board of Education may deem appropriate.
- Approve preliminary and final plans and specifications for all new buildings and additions.
- Evaluate the total program of the schools in Waterbury and appraise the efficiency of executive personnel.
- Keep people intelligently informed of purposes, values, conditions and need of public education in Waterbury.
- Consider any other specific actions recommended by the Superintendent of Schools.
- **Review annually Waterbury Public Schools Strategic Plan, Mission, Vision, and Core Values to ensure fidelity** (submitted by LB to Committee on 2/25 and approved)
- Take any other actions required by law.

### Legal Reference:

Connecticut General Statutes  
 10-221 Boards of education to prescribe rules  
 10-240 Control of schools  
 10-241 Powers of school districts

**The below Appendix A was submitted at the 2/4/21 Workshop and discussed. Below is draft #2 from Attorney Shaw which includes additional items discussed at the 2/25/21 Policy and Legislation Committee.**

## Appendix A

### Board of Education Member Handbook

#### *Public Meeting Definitions, Governance Rules and Procedures*

#### **6 Steps of a Motion**

Every motion has 6 steps:

1. **Motion:** A member rises or raises a hand to signal the President that s/he wishes to make a Motion and once recognized, said member makes the Motion.
2. **Second:** Another member seconds the Motion.
3. **Restate the Motion:** President restates the Motion.
4. **Debate:** Members debate the Motion.
5. **Vote:** The President restates the Motion and then first asks for votes in favor and then asks for any votes opposing the Motion.
6. **Announce the Vote:** The President announces the vote.

#### **Making a Motion** *(Examples)*

“I move that we approve a contract with XYZ corporation in the amount of \$\_\_\_\_\_ with work to commence in April 2021.”

“I move to approve agenda items 9-13 on the consent calendar.”

(Submitted by KH; Committee approved 2/25/21)

#### **Old Business versus Unfinished Business**

“Old Business” refers to matters that have already been disposed of at a prior meeting. “Old Business” does not refer to matters carried over from previous meeting.

“Unfinished Business” refers to matters carried forward to the current meeting which were left pending at the previous meeting, or matters postponed to the current meeting.

- Matters *left pending* at the previous meeting include:
  1. A matter being discussed at the previous meeting when the meeting adjourned.
  2. A matter on the previous meeting’s agenda as part of unfinished business, but the matter was not addressed before the previous meeting adjourned.

3. A matter had been postponed *to* the previous meeting, but the matter was not addressed before the previous meeting adjourned.
- Matters NOT *left pending*:
    1. Matters left postponed to the current meeting

### **Points of Personal Privilege/Points of Order/Points of Inquiry/Point of Information:**

*Members can declare points during the conduct of a meeting. Generally, points so declared by a member do not require a motion, second, debate or voting.*

**“Points of personal privilege”** concern a member’s right as an individual.

- Example 1: if a member is experiencing breathing difficulties because the ventilation system isn’t working properly in the meeting space, the issue should be raised to the President as a point of personal privilege.
- Example 2: if a member cannot hear because of a noise.

**“Points of order”** is used to call out a violation of a rule/procedure to the attention of the President.

- Example: if Robert’s Rules says a particular Motion is not debatable, it is appropriate to use a point of order if the Board is debating the motion.
- Example: Other violations of Robert’s Rules or adopted bylaws

*The President responds to all points of order.*

Points of personal privilege generally do not require a response through the President (Caveat: in the example above regarding ventilation, the President can ask/inquire to correct the problem/issue).

**“Point of inquiry”** is used by a member to ask for clarification in a report in order to make an informed voting decision.

**“Point of information”** is used when a member needs to bring up an additional point or additional information (in the form of a non-debatable statement) so that the other members can make fully informed voting decisions.

### **ADDITIONAL ITEMS DISCUSSED AT WORKSHOP:**

1. non-committee commissioners submitting written testimony to a committee chair
2. commissioners shall not interrupt the person who has the floor
3. when participating in meetings electronically members should refrain from using a picture

# Minutes and backup from 2/25/21

Committee on Policy and Legislation  
February 25, 2021  
Via Zoom

## Policy & Legislation Committee

### Attendees:

#### Committee members:

Ann Sweeney-Chair  
Charles Stango  
Juanita Hernandez  
Karen Harvey  
Amanda Nardozi

#### WPS Administration:

Dr. Ruffin  
Attorney Tara Shaw

Meeting was called to order at 5:30 p.m.

### Item 1:

#### Review of Governors Proposed Budget Impact

The chair referenced emails that had expressed concern for this item on the agenda prior to going to finance or workshop. The chair explained that the role of Legislative is advocacy, and we need to address advocacy to our state representatives relative to impact.

Dr. Ruffin reviewed the Governors budget, and that it is absent promised increased ECS and Alliance. The chair advised that the committee can present a position statement. It would then go to the March board workshop for review and then move to the March regular meeting for a vote. It would be sent to our entire state delegation and the Governor. It will not be sent in time for the public hearing. The chair will draft the letter. The draft will be sent to the committee and a request made to put it on the full board workshop agenda.

### Item 2:

#### Discussion: Title IX Policy (continued from 12/10/20)

- a) Draft Revised Policy 4000.1
- b) New Draft policy 5145.44

Attorney Shaw took the committee through the major rework of the Boards' Title IX policy. The Board does not have a formal specific Title IX policy for students, although there are portions of Title IX in policy 5145.16. New Policy 5145.44 has been drafted and presented to the committee to address that. Revised Policy 4000.1 is title XI policy for staff. The suggested revisions include:

- Change "Compliance Office" to Title XI coordinator.
- Assignment of the Title XI coordinator.
- Assignment of person to oversee complaints for staff.
- Assignment of person to oversee complaints for students.
- Updating the district website with clear instructions on filing a Title XI complaint.
- Make both student and staff policy the same.

Also recommended:

- Updating the district website with clear instructions on filing a Title XI complaint.
- Training for staff.
- Handbook for those identified as investigators.

Motion to recommend approval of revised policy 4000.1 Title XI Certified and Non-certified Staff.  
Motion made by Karen Harvey/seconded by Charles Stango – Yeas/5; Nays/0; Abstentions/0.

Motion to recommend approval of New Policy 5145.44, Title XI, Students,  
Motion made by Karen Harvey/ seconded by Charles Stango – Yeas/5; Nays/0; Abstentions/0.

### Item 3:

#### *Revisions of Bylaws-continued discussion and review of submitted recommendations*

The committee reviewed recommended Bylaw revisions submitted through the Clerk of the Board submitted by Commissioners Liz Brown, Karen Harvey, and Ann Sweeney.

#### **Submitted by Liz Brown (LB):**

LB1) Add new language under Powers, Purposes and Duties:

- a. Review annually WPS strategic plan, mission, vision, and core values to ensure fidelity goals. Motion to recommend approval of new language under Powers, Purposes and Duties; **Review annually WPS strategic plan, mission, vision, and core values to ensure fidelity to goals.** Motion by Charles Stango/seconded by Juanita Hernandez – Yeas/4; Nays/1; Abstentions/0.
- b. Conduct a Board self-evaluation yearly and make provisions for board member professional development. Motion to recommend approval to add language under Duties of the President **Conduct a Board self-evaluation yearly and make provisions for board member professional development.** Motion by Karen Harvey/seconded by Charles Stango – Yeas/5; Nays/0; Abstentions/0.

LB2) Add new language under Standing Committees:

- a. Committee on Curriculum  
The Committee shall report to the full board annually on the status of access to curriculum for all students.  
No motion offered.
- b. Committee on School Personnel  
Add to existing language a) The Committee on School Personnel shall act as an advisory body to the Superintendent in the appointment and transfer of teachers and in all other matters concerning the teaching and administrative supervisory corps **including status of minority hiring goals.**  
Motion to recommend approval of additional language under Committee on School Personnel **including status of minority hiring goals.**  
Motion made by: Karen Harvey/seconded by Amanda Nardozi – Yeas/1; Nays/4; Abstentions/0 – motion fails.

#### **Submitted by Karen Harvey (KH):**

- KH1) Change all references to “Chairmen” to “Chairperson” (said references under Organization, Public Meetings, Duties of the Chairman, Duties of the President, Duties of the Vice President, Duties of The Secretary).  
Due to the above referenced language coming from Charter, it was recommended that an auxiliary statement be added to state all references to “Chairman” be understood to describe or designate “Chair”. Attorney Shaw will draft language.  
Motion made by Karen Harvey/seconded by Amanda Nardozi – Yeas/5; Nays/0; Abstentions/0.
- KH2) Orientation of new commissioners shall be conducted in a timely manner and shall be monitored by the board President.  
The following language currently exists under duties of the President: *“The President or his/her designee will conduct orientation/training for all new Board members”*. Suggestion was made to add additional language to the above **within 30 days of taking office.**  
  
Motion to add language under Duties of the President, item “d” **within 30 days of taking office.**  
Motion by Juanita Hernandez/seconded by Amanda Nardozi – Yeas/5; Nays/0; Abstentions/0.



KH3) Under Standing Committees:

Committee on School Personnel

- a. Rename the Committee on School Personnel to the Committee on Human Capital.  
Motion to recommend approval to rename the Committee on School Personnel to the Committee on Human Capital.  
Motion by Karen Harvey/seconded by Charles Stango – Yeas/2; Nays/2; Abstentions/1.  
Motion fails.
- b. Add to the recommendations made by Commissioner Brown to “include minority teacher” hiring, add minority teacher hiring *and retention to ensure diversity and equity in the Waterbury Public Schools.*  
Motion to recommend additional language *and minority teacher hiring and retention to ensure diversity and equity in the Waterbury Public Schools.*  
Motion by Karen Harvey, no second.
- c. Ensure that BOE Commissioners are invited (as a courtesy) to Level 2 interview process. The Human Capital (Personnel) Committee Chair will monitor to ensure this process to ensure that commissioners receive notification. Discussion confirmed that the Level 2 interview no longer exists in the new SAW contract. The Committee agreed that information renders this submission mute.
- d. Remove the narrative regarding studies and include *the committee may perform any other duties necessary to ensure an equitable and diverse staff.*  
Motion to recommend approval to strike the narrative on studies and add the additional language *The committee may perform any other duties necessary to ensure an equitable and diverse staff.*  
Motion made by Karen Harvey/seconded by Juanita Hernandez. Yeas/3; Nays/2; Abstentions/0.
- e. Under Standing Committees: Commissioners who are not a member of a standing committee may submit suggestions to the chair prior to the meeting for consideration by the committee. It is acceptable for non-committee commissioners to submit written testimony to a committee chair to be read into the record and received and placed on file. Attorney Shaw confirmed this is acceptable and not a violation of FOI. This should be added to commissioner training and the proposed Board handbook.

KH4) Under Conduct (new proposed section included in previous bylaw recommendations from Attorney Shaw).

- a. Commissioners shall wait to be recognized by the Chair before speaking. Commissioners shall not interrupt the person that has the floor and should be called “out of order” when this occurs. Motion to recommend new language under Conduct: *Commissioners shall wait to be recognized by the Chair before speaking. Commissioners shall not interrupt the person that has the floor and should be called “out of order” when this occurs.*  
Motion made by Karen Harvey, no second. (Recommended for handbook.)
- b. When participating in meetings which utilize an electronic meeting format such as Zoom; Board members should refrain from using a picture as representation of being present at the meeting. Members should receive permission from the chair when there are extenuating circumstances. Motion to recommend new language under Conduct: *When participating in meetings which utilize an electronic meeting format such as Zoom; Board members should refrain from using a picture as representation of being present at the meeting. Members should receive permission from the chair when there are extenuating circumstances.*

Motion made by Karen Harvey, no seconded. (Recommended for handbook.)

KH5) Appendix (proposed)

APPENDIX A

1. Making a motion:

A motion should be made using the following ending: "Respectfully submitted and so moved."

EXAMPLE:

The Board of the Whole recommends approval of a contract with The ABC Company in the amount of \$110.00, "Respectfully submitted and so moved." Discussion noted that the suggested language is not consistent with Roberts Rules. The committee desires having instruction on the correct way to make a motion, and have it as part of the proposed Appendix A and the proposed Board handbook. Attorney Shaw will draft correct language and add to the Proposed Draft Appendix.

Motion to recommend addition of new language to draft appendix A instructing the correct way to make a motion.

Made by Karen Harvey/seconded by Juanita Hernandez – Yeas/5; Nays/0; Abstentions/0.  
(Attorney Shaw will draft and add language to the Draft Appendix A).

**Submitted by Ann Sweeney (AS)**

AS1) Under "Order of Business"

- a. Delete Item 10 "Unfinished business of preceding meeting only".
- b. Delete Item 11 "Other unfinished, new, and miscellaneous business".

Motion to recommend deletion of items 10 and 11 under 'Order of business'

Made by Charles Stango/seconded by Juanita Hernandez – Yeas/5; Nays/0; Abstentions/0

AS2) Under "Standing Committees"

- a. Eliminate item "c".
- b. Renumber "d" to "c" and add new language: **All committee recommendations that bypass the Committee of the Whole workshop to the regular meeting for a vote must be placed on the agenda off consent and in the form and substance of the committee agenda. District staff should be available to provide background and answer questions. Committee chairs should be mindful of controversial or contentious matters which should be heard and debated at workshop.**
- c. Renumber "e" to "d".

Motion to recommend approval of elimination of item c under Standing Committees, renumber Item "d" to "c" and renumber "e" to "d", and add new language to c: **All committee recommendations that bypass the Committee of the Whole workshop to the regular meeting for a vote must be placed on the agenda off consent and in the form and substance of the committee agenda. District staff should be available to provide background and answer questions. Committee chairs should be mindful of controversial or contentious matters which should be heard and debated at workshop.**

Motion by Charles Stango/seconded Amanda Nardoizzi – Yeas/4; Nays/1; Abstentions/0

AS3) Under Committee on Policy and Legislation - strike "d".

Motion by Amanda Nardoizzi/seconded by Charles Stango – Yeas/5; Nays/0; Abstentions/0.

AS4) Under Committee on School Personnel

- a. Add language under "a" as follows, new language noted in red:

The Committee on School Personnel shall act as an advisory body to the Superintendent in the hire, appointment and transfer of supervisors, high school and middle school assistant principals, and building principals.

- b. Under “a” strike the following language: teachers and in all other matters concerning the teaching and administrative and supervisory corps.
- c. Strike current language under “b” and replace with:  
The chair of the Committee on School Personnel or his/her designee, attends interviews of applicants for the positions of supervisors, high school and middle school assistant principals, and building principals as a non-scoring observer at Level 1 or as designated in the SAW contract.
- d. Strike items c, d and e. Add new language as “c”:  
c) The Committee will review all new job positions and new job specifications for recommendation to the board.

Motion to recommend revisions under Committee on School Personnel:

Add language under “a” as follows, new language noted in red:

- a. The Committee on School Personnel shall act as an advisory body to the Superintendent in the hire, appointment and transfer of supervisors, high school and middle school assistant principals, and building principals.
- b. Under “a” strike the following language: teachers and in all other matters concerning the teaching and administrative and supervisory corps.
- c. Strike current language under “b” and replace with: The chair of the Committee on School Personnel or his/her designee, attends interviews of applicants for the positions of supervisors, high school and middle school assistant principals, and building principals as a non-scoring observer at Level 1 or as designated in the SAW contract.
- d. Strike items c, d and e. Add new language as “c” c) The Committee will review all new job positions and new job specifications for recommendation to the board.

Motion made by Charles Stango/seconded by Amanda Nardozi – Yeas/4; nays/1; Abstentions/0

AS5) Under Committee on Finance:

Strike item d.

Motion to recommend approval to strike item d under the Committee on Finance.

Motion by Amanda Nardozi/Seconded by Charles Stango – Yeas/5; Nays/0; Abstentions/0.

#### **Item 4.**

##### Scheduling of next meeting

The next meeting of the Committee on Policy and Legislation will be March 25<sup>th</sup> at 5:30 p.m.

Minutes prepared by Ann Sweeney.

# WATERBURY PUBLIC SCHOOLS

## Meeting Agenda

|                                                                         |  |                                               |                    |                     |
|-------------------------------------------------------------------------|--|-----------------------------------------------|--------------------|---------------------|
| <b>Group/Team:</b>                                                      |  | <b>BOE Policy &amp; Legislation Committee</b> |                    |                     |
| <b>Location:</b>                                                        |  | <b>Date of Meeting:</b>                       | <b>Start Time:</b> | <b>Finish Time:</b> |
| Virtual Meeting via ZOOM<br>1-646-876-9923<br>Meeting ID: 946 5101 0975 |  | Thursday<br>February 25, 2021                 | 5:30 p.m.          |                     |

## Team Norms:

1. All meetings will start on time
2. All issues will be approached with a positive attitude
3. A specific agenda will be set for all meetings
4. All teams members will agree to stay on specific agenda topics
5. Decisions regarding future directions will be based upon actual data

### Purpose of Meeting – Instructional Focus:

### Agenda Items – (Items should reflect next steps from previous meeting.)

[illegible]

## COMPARING GOV. PROPOSED ECS WITH ESTIMATED CURRENT LAW ENTITLEMENTS FOR FY 2021-22 AND FY 2022-23

| Total        | 2,093,587,133             | 2,093,587,133               | 2,093,587,133               | 2,126,341,540                           | 2,159,033,712                        | (98,200,986)                                                              |
|--------------|---------------------------|-----------------------------|-----------------------------|-----------------------------------------|--------------------------------------|---------------------------------------------------------------------------|
| Town Name    | FY 2020-21<br>Entitlement | FY 2021-22<br>Gov. Proposed | FY 2022-23 Gov.<br>Proposed | FY 2021-22<br>Current Law ECS<br>(Est.) | FY 2022-23 Current<br>Law ECS (Est.) | Biennial Impact of<br>Flat Funding ECS<br>in FY 2021-22 and<br>FY 2022-23 |
| Andover      | 2,004,782                 | 2,004,782                   | 2,004,782                   | 1,921,639                               | 1,847,521                            | 240,403                                                                   |
| Ansonia      | 17,938,428                | 17,938,428                  | 17,938,428                  | 18,455,668                              | 18,985,582                           | (1,564,394)                                                               |
| Ashford      | 3,459,062                 | 3,459,062                   | 3,459,062                   | 3,361,893                               | 3,273,919                            | 282,311                                                                   |
| Avon         | 584,016                   | 584,016                     | 584,016                     | 551,721                                 | 520,198                              | 96,113                                                                    |
| Barkhamsted  | 1,494,242                 | 1,494,242                   | 1,494,242                   | 1,468,764                               | 1,429,870                            | 89,850                                                                    |
| Beacon Falls | 3,946,560                 | 3,946,560                   | 3,946,560                   | 3,923,957                               | 3,882,468                            | 86,695                                                                    |
| Berlin       | 5,870,600                 | 5,870,600                   | 5,870,600                   | 5,750,410                               | 5,642,009                            | 348,781                                                                   |
| Bethany      | 1,764,574                 | 1,764,574                   | 1,764,574                   | 1,696,389                               | 1,632,536                            | 200,223                                                                   |
| Bethel       | 7,880,729                 | 7,880,729                   | 7,880,729                   | 7,756,660                               | 7,686,510                            | 318,288                                                                   |
| Bethlehem    | 1,128,527                 | 1,128,527                   | 1,128,527                   | 1,101,045                               | 1,070,832                            | 85,177                                                                    |
| Bloomfield   | 6,700,683                 | 6,700,683                   | 6,700,683                   | 6,783,864                               | 6,952,695                            | (335,193)                                                                 |
| Bolton       | 2,683,216                 | 2,683,216                   | 2,683,216                   | 2,637,484                               | 2,578,986                            | 149,963                                                                   |
| Bozrah       | 1,190,095                 | 1,190,095                   | 1,190,095                   | 1,172,116                               | 1,152,678                            | 55,396                                                                    |
| Brantford    | 2,619,087                 | 2,619,087                   | 2,619,087                   | 2,861,658                               | 3,044,497                            | (667,981)                                                                 |
| Bridgeport   | 187,414,378               | 187,414,378                 | 187,414,378                 | 189,952,052                             | 192,062,469                          | (7,185,764)                                                               |
| Bridgewater  | 23,564                    | 23,564                      | 23,564                      | 23,537                                  | 23,633                               | (42)                                                                      |
| Bristol      | 47,424,566                | 47,424,566                  | 47,424,566                  | 48,113,195                              | 48,942,975                           | (2,207,038)                                                               |
| Brookfield   | 962,317                   | 962,317                     | 962,317                     | 867,262                                 | 773,823                              | 283,549                                                                   |
| Brooklyn     | 6,926,095                 | 6,926,095                   | 6,926,095                   | 6,872,442                               | 6,819,929                            | 159,819                                                                   |
| Burlington   | 3,923,648                 | 3,923,648                   | 3,923,648                   | 3,815,305                               | 3,706,318                            | 325,674                                                                   |
| Canaan       | 125,752                   | 125,752                     | 125,752                     | 117,689                                 | 106,826                              | 26,989                                                                    |
| Canterbury   | 4,004,835                 | 4,004,835                   | 4,004,835                   | 3,878,695                               | 3,744,859                            | 386,116                                                                   |
| Canton       | 3,423,208                 | 3,423,208                   | 3,423,208                   | 3,408,319                               | 3,406,007                            | 32,091                                                                    |
| Chaplin      | 1,652,147                 | 1,652,147                   | 1,652,147                   | 1,590,569                               | 1,530,263                            | 183,462                                                                   |
| Cheshire     | 9,339,412                 | 9,339,412                   | 9,339,412                   | 9,211,339                               | 9,146,098                            | 321,387                                                                   |
| Chester      | 768,291                   | 768,291                     | 768,291                     | 835,449                                 | 885,417                              | (184,284)                                                                 |
| Clinton      | 5,192,084                 | 5,192,084                   | 5,192,084                   | 4,976,117                               | 4,730,456                            | 677,595                                                                   |
| Colchester   | 12,040,218                | 12,040,218                  | 12,040,218                  | 11,683,573                              | 11,330,120                           | 1,066,743                                                                 |
| Colebrook    | 403,912                   | 403,912                     | 403,912                     | 392,050                                 | 373,657                              | 42,116                                                                    |

COMPARING GOV. PROPOSED ECS WITH ESTIMATED CURRENT LAW ENTITLEMENTS FOR FY 2021-22 AND FY 2022-23

|               |                           |                             |                             |                                         |                                      |                                                                           |
|---------------|---------------------------|-----------------------------|-----------------------------|-----------------------------------------|--------------------------------------|---------------------------------------------------------------------------|
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| Town Name     | FY 2020-21<br>Entitlement | FY 2021-22<br>Gov. Proposed | FY 2022-23 Gov.<br>Proposed | FY 2021-22<br>Current Law ECS<br>(Est.) | FY 2022-23 Current<br>Law ECS (Est.) | Biennial Impact of<br>Flat Funding ECS<br>in FY 2021-22 and<br>FY 2022-23 |
| Columbia      | 2,316,189                 | 2,316,189                   | 2,316,189                   | 2,276,891                               | 2,227,802                            | 127,686                                                                   |
| Cornwall      | 9,149                     | 9,149                       | 9,149                       | 10,214                                  | 11,141                               | (3,056)                                                                   |
| Coventry      | 7,952,911                 | 7,952,911                   | 7,952,911                   | 7,736,996                               | 7,543,535                            | 625,291                                                                   |
| Cromwell      | 4,977,403                 | 4,977,403                   | 4,977,403                   | 5,084,390                               | 5,199,593                            | (329,176)                                                                 |
| Danbury       | 37,698,473                | 37,698,473                  | 37,698,473                  | 40,280,188                              | 42,827,067                           | (7,710,309)                                                               |
| Darien        | 443,228                   | 443,228                     | 443,228                     | 456,054                                 | 469,304                              | (38,902)                                                                  |
| Deep River    | 1,662,870                 | 1,662,870                   | 1,662,870                   | 1,651,965                               | 1,642,052                            | 31,723                                                                    |
| Derby         | 8,840,423                 | 8,840,423                   | 8,840,423                   | 9,286,666                               | 9,662,576                            | (1,268,396)                                                               |
| Durham        | 3,165,733                 | 3,165,733                   | 3,165,733                   | 3,008,408                               | 2,853,054                            | 470,003                                                                   |
| Eastford      | 947,176                   | 947,176                     | 947,176                     | 927,687                                 | 900,312                              | 66,354                                                                    |
| East Granby   | 1,434,092                 | 1,434,092                   | 1,434,092                   | 1,410,433                               | 1,393,900                            | 63,851                                                                    |
| East Haddam   | 3,555,957                 | 3,555,957                   | 3,555,957                   | 3,513,897                               | 3,484,471                            | 113,546                                                                   |
| East Hampton  | 6,902,775                 | 6,902,775                   | 6,902,775                   | 6,772,691                               | 6,639,107                            | 393,752                                                                   |
| East Hartford | 54,387,012                | 54,387,012                  | 54,387,012                  | 56,326,545                              | 58,291,625                           | (5,844,146)                                                               |
| East Haven    | 19,825,403                | 19,825,403                  | 19,825,403                  | 19,908,266                              | 19,954,003                           | (211,464)                                                                 |
| East Lyme     | 6,076,507                 | 6,076,507                   | 6,076,507                   | 5,859,790                               | 5,651,343                            | 641,881                                                                   |
| Easton        | 172,080                   | 172,080                     | 172,080                     | 169,633                                 | 167,603                              | 6,925                                                                     |
| East Windsor  | 5,669,122                 | 5,669,122                   | 5,669,122                   | 5,643,634                               | 5,622,083                            | 72,527                                                                    |
| Ellington     | 9,946,889                 | 9,946,889                   | 9,946,889                   | 10,046,555                              | 10,137,822                           | (290,599)                                                                 |
| Enfield       | 29,551,526                | 29,551,526                  | 29,551,526                  | 29,870,412                              | 30,170,536                           | (937,896)                                                                 |
| Essex         | 103,926                   | 103,926                     | 103,926                     | 103,263                                 | 102,428                              | 2,161                                                                     |
| Fairfield     | 1,111,544                 | 1,111,544                   | 1,111,544                   | 1,119,671                               | 1,126,434                            | (23,016)                                                                  |
| Farmington    | 843,467                   | 843,467                     | 843,467                     | 789,190                                 | 736,332                              | 161,412                                                                   |
| Franklin      | 736,256                   | 736,256                     | 736,256                     | 690,980                                 | 643,722                              | 137,810                                                                   |
| Glastonbury   | 5,379,255                 | 5,379,255                   | 5,379,255                   | 5,063,808                               | 4,787,107                            | 907,596                                                                   |



COMPARING GOV. PROPOSED ECS WITH ESTIMATED CURRENT LAW ENTITLEMENTS FOR FY 2021-22 AND FY 2022-23

|              |                           |                             |                             |                                         |                                      |                                                                           |
|--------------|---------------------------|-----------------------------|-----------------------------|-----------------------------------------|--------------------------------------|---------------------------------------------------------------------------|
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| Town Name    | FY 2020-21<br>Entitlement | FY 2021-22<br>Gov. Proposed | FY 2022-23 Gov.<br>Proposed | FY 2021-22<br>Current Law ECS<br>(Est.) | FY 2022-23 Current<br>Law ECS (Est.) | Biennial Impact of<br>Flat Funding ECS<br>in FY 2021-22 and<br>FY 2022-23 |
| Goshen       | 80,162                    | 80,162                      | 80,162                      | 79,012                                  | 78,185                               | 3,127                                                                     |
| Granby       | 5,278,314                 | 5,278,314                   | 5,278,314                   | 5,184,557                               | 5,104,143                            | 267,929                                                                   |
| Greenwich    | 378,649                   | 378,649                     | 378,649                     | 479,201                                 | 578,524                              | (300,427)                                                                 |
| Griswold     | 10,925,151                | 10,925,151                  | 10,925,151                  | 10,981,282                              | 11,016,340                           | (147,320)                                                                 |
| Groton       | 25,040,045                | 25,040,045                  | 25,040,045                  | 24,927,468                              | 24,832,277                           | 320,345                                                                   |
| Guilford     | 1,766,084                 | 1,766,084                   | 1,766,084                   | 1,564,530                               | 1,365,241                            | 602,398                                                                   |
| Haddam       | 2,019,012                 | 2,019,012                   | 2,019,012                   | 2,057,359                               | 2,078,216                            | (97,552)                                                                  |
| Hamden       | 29,931,677                | 29,931,677                  | 29,931,677                  | 31,005,424                              | 32,129,849                           | (3,271,920)                                                               |
| Hampton      | 1,058,408                 | 1,058,408                   | 1,058,408                   | 1,003,085                               | 946,501                              | 167,230                                                                   |
| Hartford     | 209,104,777               | 209,104,777                 | 209,104,777                 | 213,092,924                             | 216,318,928                          | (11,202,298)                                                              |
| Hartland     | 1,071,722                 | 1,071,722                   | 1,071,722                   | 1,024,990                               | 972,851                              | 145,603                                                                   |
| Harwinton    | 2,430,050                 | 2,430,050                   | 2,430,050                   | 2,396,894                               | 2,338,086                            | 125,120                                                                   |
| Hebron       | 5,997,693                 | 5,997,693                   | 5,997,693                   | 5,776,481                               | 5,568,109                            | 650,796                                                                   |
| Kent         | 27,594                    | 27,594                      | 27,594                      | 28,671                                  | 29,481                               | (2,965)                                                                   |
| Killingly    | 15,574,402                | 15,574,402                  | 15,574,402                  | 15,504,382                              | 15,445,175                           | 199,248                                                                   |
| Killingworth | 1,677,663                 | 1,677,663                   | 1,677,663                   | 1,618,818                               | 1,542,644                            | 193,864                                                                   |
| Lebanon      | 4,578,589                 | 4,578,589                   | 4,578,589                   | 4,429,553                               | 4,258,178                            | 469,447                                                                   |
| Ledyard      | 11,492,516                | 11,492,516                  | 11,492,516                  | 11,378,840                              | 11,250,553                           | 355,638                                                                   |
| Lisbon       | 2,899,516                 | 2,899,516                   | 2,899,516                   | 2,753,954                               | 2,617,931                            | 427,146                                                                   |
| Litchfield   | 1,293,502                 | 1,293,502                   | 1,293,502                   | 1,235,566                               | 1,201,205                            | 150,233                                                                   |
| Lyme         | 60,216                    | 60,216                      | 60,216                      | 59,275                                  | 58,370                               | 2,787                                                                     |
| Madison      | 395,466                   | 395,466                     | 395,466                     | 384,272                                 | 372,338                              | 34,322                                                                    |
| Manchester   | 38,251,467                | 38,251,467                  | 38,251,467                  | 38,637,146                              | 39,770,432                           | (1,904,645)                                                               |
| Mansfield    | 9,459,722                 | 9,459,722                   | 9,459,722                   | 9,290,785                               | 9,142,077                            | 486,582                                                                   |
| Marlborough  | 2,902,339                 | 2,902,339                   | 2,902,339                   | 2,862,434                               | 2,813,908                            | 128,336                                                                   |

COMPARING GOV. PROPOSED ECS WITH ESTIMATED CURRENT LAW ENTITLEMENTS FOR FY 2021-22 AND FY 2022-23

|                  |                           |                             |                             |                                         |                                      |                                                                           |
|------------------|---------------------------|-----------------------------|-----------------------------|-----------------------------------------|--------------------------------------|---------------------------------------------------------------------------|
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| Town Name        | FY 2020-21<br>Entitlement | FY 2021-22<br>Gov. Proposed | FY 2022-23 Gov.<br>Proposed | FY 2021-22<br>Current Law ECS<br>(Est.) | FY 2022-23 Current<br>Law ECS (Est.) | Biennial Impact of<br>Flat Funding ECS<br>in FY 2021-22 and<br>FY 2022-23 |
| Meriden          | 64,774,542                | 64,774,542                  | 64,774,542                  | 66,102,151                              | 67,664,816                           | (4,217,883)                                                               |
| Middlebury       | 847,757                   | 847,757                     | 847,757                     | 815,526                                 | 811,460                              | 68,528                                                                    |
| Middlefield      | 1,837,504                 | 1,837,504                   | 1,837,504                   | 1,786,076                               | 1,729,368                            | 159,564                                                                   |
| Middletown       | 21,551,965                | 21,551,965                  | 21,551,965                  | 22,228,536                              | 22,965,250                           | (2,089,856)                                                               |
| Milford          | 9,673,235                 | 9,673,235                   | 9,673,235                   | 9,474,185                               | 9,255,488                            | 616,797                                                                   |
| Monroe           | 5,272,935                 | 5,272,935                   | 5,272,935                   | 4,942,691                               | 4,683,909                            | 919,270                                                                   |
| Montville        | 12,779,336                | 12,779,336                  | 12,779,336                  | 12,757,767                              | 12,770,747                           | 30,159                                                                    |
| Morris           | 109,929                   | 109,929                     | 109,929                     | 128,798                                 | 136,929                              | (45,870)                                                                  |
| Naugatuck        | 32,037,303                | 32,037,303                  | 32,037,303                  | 32,503,598                              | 33,085,000                           | (1,513,993)                                                               |
| New Britain      | 95,776,383                | 95,776,383                  | 95,776,383                  | 99,554,602                              | 103,213,783                          | (11,215,619)                                                              |
| New Canaan       | 377,366                   | 377,366                     | 377,366                     | 390,427                                 | 404,231                              | (39,926)                                                                  |
| New Fairfield    | 3,481,120                 | 3,481,120                   | 3,481,120                   | 3,349,386                               | 3,178,942                            | 433,912                                                                   |
| New Hartford     | 2,913,010                 | 2,913,010                   | 2,913,010                   | 2,857,453                               | 2,798,793                            | 169,774                                                                   |
| New Haven        | 160,469,961               | 160,469,961                 | 160,469,961                 | 163,270,752                             | 165,576,573                          | (7,907,402)                                                               |
| Newington        | 13,772,951                | 13,772,951                  | 13,772,951                  | 14,053,889                              | 14,338,950                           | (846,938)                                                                 |
| New London       | 28,628,974                | 28,628,974                  | 28,628,974                  | 29,869,475                              | 30,980,428                           | (3,591,955)                                                               |
| New Milford      | 11,124,188                | 11,124,188                  | 11,124,188                  | 10,934,955                              | 10,747,525                           | 565,896                                                                   |
| Newtown          | 4,495,691                 | 4,495,691                   | 4,495,691                   | 4,398,715                               | 4,333,305                            | 259,361                                                                   |
| Norfolk          | 25,940                    | 25,940                      | 25,940                      | 26,598                                  | 26,779                               | (1,497)                                                                   |
| North Branford   | 7,331,325                 | 7,331,325                   | 7,331,325                   | 7,119,127                               | 6,941,914                            | 601,609                                                                   |
| North Canaan     | 1,781,954                 | 1,781,954                   | 1,781,954                   | 1,713,760                               | 1,650,573                            | 199,576                                                                   |
| North Haven      | 3,851,360                 | 3,851,360                   | 3,851,360                   | 3,829,072                               | 3,806,999                            | 66,649                                                                    |
| North Stonington | 2,584,204                 | 2,584,204                   | 2,584,204                   | 2,544,701                               | 2,484,582                            | 139,126                                                                   |
| Norwalk          | 12,590,479                | 12,590,479                  | 12,590,479                  | 13,010,103                              | 13,499,079                           | (1,328,224)                                                               |
| Norwich          | 39,228,238                | 39,228,238                  | 39,228,238                  | 40,330,204                              | 41,430,011                           | (3,303,738)                                                               |

COMPARING GOV. PROPOSED ECS WITH ESTIMATED CURRENT LAW ENTITLEMENTS FOR FY 2021-22 AND FY 2022-23

|              |                           |                             |                             |                                         |                                      |                                                                           |
|--------------|---------------------------|-----------------------------|-----------------------------|-----------------------------------------|--------------------------------------|---------------------------------------------------------------------------|
| Total        | 2,093,587,133             | 2,093,587,133               | 2,093,587,133               | 2,126,341,540                           | 2,159,033,712                        | (98,200,986)                                                              |
| Town Name    | FY 2020-21<br>Entitlement | FY 2021-22<br>Gov. Proposed | FY 2022-23 Gov.<br>Proposed | FY 2021-22<br>Current Law ECS<br>(Est.) | FY 2022-23 Current<br>Law ECS (Est.) | Biennial Impact of<br>Flat Funding ECS<br>in FY 2021-22 and<br>FY 2022-23 |
| Old Lyme     | 238,583                   | 238,583                     | 238,583                     | 235,563                                 | 233,048                              | 8,555                                                                     |
| Old Saybrook | 129,714                   | 129,714                     | 129,714                     | 132,521                                 | 135,005                              | (8,097)                                                                   |
| Orange       | 1,015,498                 | 1,015,498                   | 1,015,498                   | 912,309                                 | 811,048                              | 307,639                                                                   |
| Oxford       | 3,677,011                 | 3,677,011                   | 3,677,011                   | 3,507,922                               | 3,320,788                            | 525,312                                                                   |
| Plainfield   | 14,990,047                | 14,990,047                  | 14,990,047                  | 14,754,072                              | 14,584,520                           | 641,501                                                                   |
| Plainville   | 10,812,066                | 10,812,066                  | 10,812,066                  | 10,963,553                              | 11,137,790                           | (477,212)                                                                 |
| Plymouth     | 9,802,121                 | 9,802,121                   | 9,802,121                   | 9,886,830                               | 9,899,606                            | (182,194)                                                                 |
| Pomfret      | 2,670,987                 | 2,670,987                   | 2,670,987                   | 2,571,691                               | 2,481,417                            | 288,866                                                                   |
| Portland     | 4,493,305                 | 4,493,305                   | 4,493,305                   | 4,602,271                               | 4,667,221                            | (282,882)                                                                 |
| Preston      | 2,952,496                 | 2,952,496                   | 2,952,496                   | 2,936,055                               | 2,905,154                            | 63,783                                                                    |
| Prospect     | 4,862,123                 | 4,862,123                   | 4,862,123                   | 4,730,710                               | 4,622,496                            | 371,039                                                                   |
| Putnam       | 8,340,282                 | 8,340,282                   | 8,340,282                   | 8,302,785                               | 8,271,079                            | 106,700                                                                   |
| Redding      | 178,040                   | 178,040                     | 178,040                     | 177,393                                 | 176,250                              | 2,436                                                                     |
| Ridgefield   | 568,700                   | 568,700                     | 568,700                     | 566,787                                 | 564,107                              | 6,506                                                                     |
| Rocky Hill   | 5,010,814                 | 5,010,814                   | 5,010,814                   | 5,196,728                               | 5,465,326                            | (640,426)                                                                 |
| Roxbury      | 36,047                    | 36,047                      | 36,047                      | 37,561                                  | 38,592                               | (4,059)                                                                   |
| Salem        | 2,525,078                 | 2,525,078                   | 2,525,078                   | 2,410,213                               | 2,299,284                            | 340,659                                                                   |
| Salisbury    | 19,530                    | 19,530                      | 19,530                      | 23,222                                  | 26,787                               | (10,949)                                                                  |
| Scotland     | 1,274,671                 | 1,274,671                   | 1,274,671                   | 1,248,638                               | 1,215,418                            | 85,286                                                                    |
| Seymour      | 10,423,086                | 10,423,086                  | 10,423,086                  | 10,435,578                              | 10,526,557                           | (115,963)                                                                 |
| Sharon       | 13,437                    | 13,437                      | 13,437                      | 15,243                                  | 16,728                               | (5,097)                                                                   |
| Shelton      | 6,641,832                 | 6,641,832                   | 6,641,832                   | 7,016,505                               | 7,340,401                            | (1,073,242)                                                               |
| Sherman      | 46,995                    | 46,995                      | 46,995                      | 47,229                                  | 47,248                               | (487)                                                                     |
| Simsbury     | 6,317,010                 | 6,317,010                   | 6,317,010                   | 6,282,196                               | 6,347,807                            | 4,016                                                                     |
| Somers       | 5,692,630                 | 5,692,630                   | 5,692,630                   | 5,633,865                               | 5,552,749                            | 198,646                                                                   |

COMPARING GOV. PROPOSED ECS WITH ESTIMATED CURRENT LAW ENTITLEMENTS FOR FY 2021-22 AND FY 2022-23

| Total         | 2,093,587,133             | 2,093,587,133               | 2,093,587,133               | 2,126,341,540                           | 2,159,033,712                        | (98,200,986)                                                              |
|---------------|---------------------------|-----------------------------|-----------------------------|-----------------------------------------|--------------------------------------|---------------------------------------------------------------------------|
| Town Name     | FY 2020-21<br>Entitlement | FY 2021-22<br>Gov. Proposed | FY 2022-23 Gov.<br>Proposed | FY 2021-22<br>Current Law ECS<br>(Est.) | FY 2022-23 Current<br>Law ECS (Est.) | Biennial Impact of<br>Flat Funding ECS<br>in FY 2021-22 and<br>FY 2022-23 |
| Southbury     | 3,785,641                 | 3,785,641                   | 3,785,641                   | 3,865,067                               | 3,976,274                            | (270,059)                                                                 |
| Southington   | 20,466,417                | 20,466,417                  | 20,466,417                  | 20,501,293                              | 20,504,144                           | (72,602)                                                                  |
| South Windsor | 11,408,078                | 11,408,078                  | 11,408,078                  | 11,140,604                              | 10,862,000                           | 813,552                                                                   |
| Sprague       | 2,668,094                 | 2,668,094                   | 2,668,094                   | 2,776,070                               | 2,814,324                            | (254,206)                                                                 |
| Stafford      | 9,551,487                 | 9,551,487                   | 9,551,487                   | 9,487,677                               | 9,403,466                            | 211,831                                                                   |
| Stamford      | 13,590,585                | 13,590,585                  | 13,590,585                  | 14,566,316                              | 15,635,868                           | (3,021,014)                                                               |
| Sterling      | 3,174,585                 | 3,174,585                   | 3,174,585                   | 3,208,678                               | 3,203,927                            | (63,435)                                                                  |
| Stonington    | 1,073,011                 | 1,073,011                   | 1,073,011                   | 954,034                                 | 836,111                              | 355,877                                                                   |
| Stratford     | 24,116,337                | 24,116,337                  | 24,116,337                  | 25,185,014                              | 26,216,566                           | (3,168,906)                                                               |
| Suffield      | 6,148,151                 | 6,148,151                   | 6,148,151                   | 6,124,817                               | 6,086,979                            | 84,506                                                                    |
| Thomaston     | 5,481,226                 | 5,481,226                   | 5,481,226                   | 5,424,168                               | 5,377,948                            | 160,335                                                                   |
| Thompson      | 7,534,704                 | 7,534,704                   | 7,534,704                   | 7,500,829                               | 7,472,185                            | 96,394                                                                    |
| Tolland       | 9,105,528                 | 9,105,528                   | 9,105,528                   | 8,794,128                               | 8,462,047                            | 954,881                                                                   |
| Torrington    | 26,958,170                | 26,958,170                  | 26,958,170                  | 27,776,489                              | 28,683,348                           | (2,543,496)                                                               |
| Trumbull      | 2,323,541                 | 2,323,541                   | 2,323,541                   | 2,094,473                               | 1,869,834                            | 682,775                                                                   |
| Union         | 211,728                   | 211,728                     | 211,728                     | 211,686                                 | 208,173                              | 3,597                                                                     |
| Vernon        | 20,170,089                | 20,170,089                  | 20,170,089                  | 20,508,084                              | 20,835,238                           | (1,003,144)                                                               |
| Voluntown     | 2,117,243                 | 2,117,243                   | 2,117,243                   | 2,025,347                               | 1,932,279                            | 276,860                                                                   |
| Wallingford   | 20,855,570                | 20,855,570                  | 20,855,570                  | 20,599,983                              | 20,407,819                           | 703,337                                                                   |
| Warren        | 32,115                    | 32,115                      | 32,115                      | 31,785                                  | 31,471                               | 973                                                                       |
| Washington    | 53,007                    | 53,007                      | 53,007                      | 53,623                                  | 54,348                               | (1,957)                                                                   |
| Waterbury     | 150,090,541               | 150,090,541                 | 150,090,541                 | 156,659,429                             | 163,478,818                          | (19,957,165)                                                              |
| Waterford     | 326,444                   | 326,444                     | 326,444                     | 328,004                                 | 329,152                              | (4,268)                                                                   |
| Watertown     | 11,780,186                | 11,780,186                  | 11,780,186                  | 11,721,601                              | 11,689,803                           | 148,969                                                                   |
| Westbrook     | 74,979                    | 74,979                      | 74,979                      | 76,257                                  | 77,732                               | (4,031)                                                                   |

COMPARING GOV. PROPOSED ECS WITH ESTIMATED CURRENT LAW ENTITLEMENTS FOR FY 2021-22 AND FY 2022-23

| Total         | 2,093,587,133             | 2,093,587,133               | 2,093,587,133               | 2,126,341,540                           | 2,159,033,712                        | (98,200,986)                                                              |
|---------------|---------------------------|-----------------------------|-----------------------------|-----------------------------------------|--------------------------------------|---------------------------------------------------------------------------|
| Town Name     | FY 2020-21<br>Entitlement | FY 2021-22<br>Gov. Proposed | FY 2022-23 Gov.<br>Proposed | FY 2021-22<br>Current Law ECS<br>(Est.) | FY 2022-23 Current<br>Law ECS (Est.) | Biennial Impact of<br>Flat Funding ECS<br>in FY 2021-22 and<br>FY 2022-23 |
| West Hartford | 21,880,498                | 21,880,498                  | 21,880,498                  | 22,160,798                              | 22,460,241                           | (860,043)                                                                 |
| West Haven    | 48,958,444                | 48,958,444                  | 48,958,444                  | 50,396,637                              | 51,802,742                           | (4,282,491)                                                               |
| Weston        | 263,792                   | 263,792                     | 263,792                     | 263,214                                 | 262,463                              | 1,907                                                                     |
| Westport      | 507,728                   | 507,728                     | 507,728                     | 525,253                                 | 541,320                              | (51,117)                                                                  |
| Wethersfield  | 10,885,177                | 10,885,177                  | 10,885,177                  | 11,557,264                              | 12,174,887                           | (1,961,797)                                                               |
| Willington    | 3,456,594                 | 3,456,594                   | 3,456,594                   | 3,400,971                               | 3,348,840                            | 163,376                                                                   |
| Wilton        | 461,796                   | 461,796                     | 461,796                     | 460,254                                 | 458,217                              | 5,120                                                                     |
| Winchester    | 8,024,957                 | 8,024,957                   | 8,024,957                   | 7,988,878                               | 7,958,371                            | 102,666                                                                   |
| Windham       | 28,962,979                | 28,962,979                  | 28,962,979                  | 29,882,464                              | 30,769,183                           | (2,725,689)                                                               |
| Windsor       | 12,130,392                | 12,130,392                  | 12,130,392                  | 12,075,855                              | 12,029,741                           | 155,188                                                                   |
| Windsor Locks | 5,225,299                 | 5,225,299                   | 5,225,299                   | 5,313,894                               | 5,345,949                            | (209,245)                                                                 |
| Wolcott       | 12,387,171                | 12,387,171                  | 12,387,171                  | 12,146,377                              | 11,907,374                           | 720,592                                                                   |
| Woodbridge    | 471,575                   | 471,575                     | 471,575                     | 432,835                                 | 394,853                              | 115,463                                                                   |
| Woodbury      | 1,539,859                 | 1,539,859                   | 1,539,859                   | 1,653,064                               | 1,761,703                            | (335,049)                                                                 |
| Woodstock     | 4,990,532                 | 4,990,532                   | 4,990,532                   | 4,902,345                               | 4,808,467                            | 270,252                                                                   |

### TITLE IX NOTES

Currently, The BOE does not have a specific Title IX policy for students (only staff at policy 4000.1) even though one is required by law. The BOE does have Policy 5145.6, which states that the District will have a Title IX coordinator and states that there will be a complaint grievance process, as required under Title IX.

I am recommending that we draft a Policy 5145.44 (Student Title IX) and revise Policy 4000.1 (Staff Title IX Policy) so that these two policies are identical. Our current staff Policy uses the term “compliance officer” and not the term “coordinator,” which is the term used in the regulations. In addition, the current policy assigns the role of “compliance officer” to the Deputy Superintendent, a vacant position. I don’t think that we need to identify the Coordinator in the BOE Policy, but we do need to identify the Coordinator within the information that the District publishes regarding Title IX, including all materials on the District Website. In practice, the District Title IX Coordinator should not be a specific position, but whomever the Superintendent so designates. Currently, Lisa Dunn, the Senior HR Generalist in Human Capital serves as the District Title IX Coordinator.

The new OCR regulations require District’s to develop a Title IX complaint process that includes certain elements such as notice, grievance processing, investigation and appeal rights. Districts must adopt and publish a grievance process that serves to provide prompt and equitable resolutions of student and employee complaints under Title IX. This process must be posted on the district’s website.

BOE would need to approve the Title IX Policy. The guidelines and procedures, as well as the complaint grievance process could be working documents to effectuate the District’s Title IX policy.

The District website should include a link under both staff and student drop down menus for the Title IX with following links or further drop down options:

1. Title IX Complaint form;
2. Title IX Procedures and Guidelines Overview; and,
3. Title IX Complaint Grievance Process

These new web pages/links would need to be designed and built. I can provide content and direction, but I am not capable of the web buildout itself.



## **Personnel - Certified and Non-Certified**

### **Students**

#### **Title IX**

The Board of Education's policy is to maintain a learning and working environment free from any form of sex discrimination or sexual harassment. The Board agrees to comply with Title IX of the Education Amendments of 1972 and the Regulations as amended in the Final Rule promulgated pursuant thereto.

The Board, as required, shall respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment. Title IX applies to persons in this District because its education programs or activities receive Federal financial assistance. This policy applies to all of the District's programs or activities, whether such programs or activities occur on or off campus.

The District's response shall be triggered by notice to a Title IX Coordinator, or to an official with authority to institute corrective measures on the recipient's behalf, which charges a school with actual knowledge.

#### **Definitions**

**Sex discrimination** for purposes of this Title IX policy occurs when an individual, because of his or her sex, is denied participation in or the benefits of any program or activity receiving federal financial assistance. It includes when the District, as an employer, refuses to hire, disciplines or discharges any individual, or otherwise discriminates against an individual with respect to such individual's compensation, terms, conditions or privileges of employment on the basis of the individual's sex.

**Sexual harassment** for purposes of this Title IX policy includes any of the three types of misconduct on the basis of sex, all of which jeopardize the equal access to education that Title IX is designed to protect:

1. Any instance of *quid pro quo* harassment by a school's employee;
2. Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person's equal access to the District's educational programs or activities; or
3. Any instance of sexual assault (as defined in 20 U.S.C.1092 (f)(6)(A)(v)), dating violence (as defined in 34U.S.C. 12291(a)(10)), domestic violence (as defined in 34U.S.C.12291(a)(8)), or stalking, (as defined in 34 U.S.C. 12291(a)(30).

(This definition does not make sexual harassment dependent on the method by which the harassment is carried out.)

All information regarding the District's Title IX Procedures and Guidelines, grievance process, as well as the District's complaint form, are available on the District's website at insert specific address Link for Title IX resources.

(cf. 0521 – Nondiscrimination)

(cf. 0521.1 – Grievance Procedure for Section 504, Title IX, and Title VII)

(cf. 4118.11/4218.11 – Nondiscrimination)

(cf. 4118.112/4218.112 – Sex Discrimination and Sexual Harassment in the Workplace)

(cf. 5131.911 – Bullying/Safe School Climate Plan)

(cf. 5145.5 – Sexual Harassment)

(cf. 5145.51 – Peer Sexual Harassment)

Legal Reference: United States Constitution, Article XIV

Civil Rights Act of 1964, Title VII, 42 U.S.C. §2000-e2(a).

Equal Employment Opportunity Commission Policy Guidance (N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.

Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*

Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*

Title IX Final Rule, 34 CFR §106.45, *et seq.*, May 6, 2020

34 CFR Section 106.8(b), OCR Guidelines for Title IX.

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a) 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)

The Clery Act, 20 U.S.C. §1092(f)

The Violence Against Women Act, 34 U.S.C. §12291(a)

*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)

*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June 26, 1998)

*Burlington Industries, Inc. v. Ellerth*, No. 97-569, (U.S. Supreme Court, June 26, 1998)

*Gebser v. Lago Vista Indiana School District*, No. 99-1866, (U.S. Supreme Court, June 26, 1998)

*Davis v. Monroe County Board of Education*, No. 97-843, (U.S. Supreme Court, May 24, 1999.)

Connecticut General Statutes

[46a-60](#) Discriminatory employment practices prohibited.

Conn. Agencies Regs. §46a-54-200 through §46a-54-207

Constitution of the State of Connecticut, Article I, Section 20.

P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment

## DRAFT

### WATERBURY PUBLIC SCHOOLS

#### TITLE IX PROCEDURES AND GUIDELINES

**Title IX** states that:

*"No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance." (20 U.S.C. §1681).*

Title IX prohibits discrimination based on sex. Sexual harassment is one form of discrimination based on sex.

#### **Definitions**

**Sex discrimination** for purposes of this Title IX policy occurs when an individual, because of his or her sex, is denied participation in or the benefits of any program or activity receiving federal financial assistance. It includes when the District, as an employer, refuses to hire, disciplines or discharges any individual, or otherwise discriminates against an individual with respect to such individual's compensation, terms, conditions or privileges of employment on the basis of the individual's sex.

**Sexual harassment** for purposes of this Title IX policy includes any of the three types of misconduct on the basis of sex, all of which jeopardize the equal access to education that Title IX is designed to protect:

1. Any instance of *quid pro quo* harassment by a school's employee;
2. Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person's equal access to the District's educational programs or activities; or
3. Any instance of sexual assault (as defined in 20 U.S.C.1092 (f)(6)(A)(v)), dating violence (as defined in 34U.S.C. 12291(a)(10)), domestic violence (as defined in 34U.S.C.12291(a)(8)), or stalking, (as defined in 34 U.S.C. 12291(a)(30)).

The procedure and guidelines set forth herein are intended to establish a framework for addressing alleged complaints of conduct that fall under protections of Title IX, codified by reference at Policy Nos. 5146.44 and 4000.1 of the Waterbury Board of Education Policies. As such, there may be circumstances and facts, including but not limited to, age (victim and alleged perpetrator), the anonymity of victim or alleged conduct of a criminal nature, that may warrant modification of the guidelines and procedures described below. Accordingly, the Board reserves its right to do so.

#### **Reporting Procedures/Formal Complaint**

*Any person may report sex discrimination, including sexual harassment, whether or not the person reporting is the person alleged to be the victim of conduct that would constitute sex discrimination or sexual harassment. Such report may be made in person, by mail (Attention:*



*Title IX Coordinator, Waterbury Public Schools, 236 Grand Street Waterbury, CT 06702), by telephone 203-574-8000, or by e-mail [tixharassment@waterbury.k12.ct.us](mailto:tixharassment@waterbury.k12.ct.us), or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.*

*Such report may be made at any time, including during non-business hours, by using the Title IX Coordinator's listed telephone number, e-mail address or by mail to the office address.*

*Any third party as well as the alleged victim may report sexual harassment. This includes parents and guardians of students.*

*At the time of filing a formal complaint, the complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed.*

*The District Complaint Form can be accessed [here \(insert complaint form link\)](#). Current Link is here <https://www.waterbury.k12.ct.us/Content2/23122>, but there is no information apart from the complaint forms and even that is not easily accessible – a user has to conduct a search to come up with the form. That is likely insufficient.*

*The District's complaint grievance process can be accessed [here \(insert page link with complaint grievance process\)](#).*

### **District/School's Mandatory Response Obligations**

The District and its schools recognize its mandatory obligations to respond promptly to Title IX sexual harassment in a manner that is not deliberately indifferent, as defined. The following mandatory response obligations will be fulfilled:

1. Supportive measures shall be offered to the person alleged to be the victim ("complainant"). A respondent will not be disciplined without the District first following the Title IX grievance process, which includes investigating formal complaints of sexual harassment.
2. The Title IX Coordinator to discuss promptly with the complainant the availability of supportive measures, consider the complainant's wishes with respect to such measures, inform the complainant of the availability of such measures with or without filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
3. Follow a grievance procedure that complies with the Title IX Final Rule before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent.
4. The rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment and Fourteenth Amendment shall not be restricted when complying with Title IX.
5. Sexual harassment allegations in any formal complaint will be investigated. The formal complaint can be filed by a complainant or signed by the Title IX Coordinator.

6. The complainant's wishes regarding whether the District/school investigates shall be respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances.
7. Compliance efforts, where applicable, to be coordinated with special education staff members.

If the allegations in a formal complaint do not meet the definition of sexual harassment contained within the Board's policies, or did not occur in the District's educational program or activity against a person in the United States, the District will, as required, dismiss such allegations for purposes of Title IX but may still address the allegations in any manner deemed appropriate by the District.

### **Notice of Allegation to the Parties**

The District shall provide notice to the parties upon receipt of a formal complaint and on an ongoing basis if the District decides to include additional allegations during the course of the investigation.

The notice shall inform the parties of the allegations that potentially constitute sexual harassment as defined in this policy and include the identities of the parties involved in the incident, sufficient details about the allegations, including the identities of the parties if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

The written notice shall also include notice of the applicable grievance process, and advise the parties that they may have an advisor of their choice and that the parties may inspect and review evidence obtained in the investigation.

The notice shall also inform the parties of any provisions in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

### **Grievance Process**

The District, as required, will utilize a consistent, transparent grievance process for resolving formal complaints of sexual discrimination and/or sexual harassment. Such process, as detailed in the administrative regulation accompanying this policy, applies to all District schools equally.

A presumption that the respondent is not responsible for the alleged conduct shall be maintained until a determination is made regarding responsibility at the conclusion of the grievance process.

### **Investigations**

Allegations contained in any formal complaint will be investigated. Written notice shall be sent to both the complainant(s) and respondent(s) of the allegations upon receipt of the formal complaint.

During the grievance process and when investigating:



1. The burden of gathering evidence and burden of proof remains with the District.
2. The parties will be provided equal opportunity to present fact and expert witnesses and evidence.
3. The ability of the parties to discuss the allegations or gather evidence shall not be restricted.
4. The parties shall have the same opportunity to select an advisor of their choice, who may be, but need not be, an attorney.
5. The District shall send written notice of any investigative interviews or meetings.
6. The District shall send the parties, and their advisors, evidence directly related to the allegations, electronically or hard copy, with at least 10 days for the parties to inspect, review and respond to the evidence.
7. The District shall send the parties, and their advisors, an investigative report, electronically or hard copy, that summarizes relevant information with at least 10 days for the parties to respond.
8. After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) shall afford each party an opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

**Note:** The final Title IX regulations specify that the decision-maker(s) in the investigation and adjudications of formal complaints cannot be the same person as the Title IX Coordinator or investigator(s).

The District shall dismiss allegations of sexual harassment that do not meet the definition contained in this policy or if such conduct did not occur in a District educational program or activity against a person in the United States. Such dismissal is for Title IX purposes.

The District, in its discretion, may dismiss a formal complaint or allegations therein if the Title IX Coordinator is informed by the complainant in writing to withdraw the formal complaint or allegations therein, if the respondent is no longer enrolled or employed by the District, or if specific circumstances prevent the District from gathering sufficient evidence to reach a determination.

The District shall give the parties written notice of a dismissal, mandatory or discretionary, and the reasons for such dismissal.

The District, in its discretion, may consolidate formal complaints where the allegations arise out of the same facts.

The privacy of an individual's medical, psychological, and similar treatment records will be protected. Such records will not be accessed by the District unless the party's voluntary, written consent is obtained. [The District cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other

recognized professional or para professional acting in their recognized capacity or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so.]

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior, per the Title IX Final Rule, are considered irrelevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or offered to prove consent.

### **Standard of Evidence and Written Determination**

The District's Grievance Process, as required by the Title IX Final Rule, shall state whether the standard of evidence to determine responsibility is the preponderance of evidence standard or the clear and convincing evidence standard. The District shall provide the same standard of evidence to all formal complaints of sexual harassment whether the respondent is a student or an employee, including a faculty member.

The Board has chosen to use as the District's standard of evidence the preponderance of evidence standard. *(previous existing standard)* clear and convincing evidence standard. *(a higher bar)*

The decision maker, who cannot be the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility with findings of fact, conclusions about whether the alleged conduct occurred, rationale for the result as to each allegation, any disciplinary sanctions imposed on the respondent, and whether remedies will be provided to the complainant.

Such written determination shall be sent simultaneously to the parties and include information about how to file an appeal.

### **Appeals**

The District shall offer both parties an appeal from a determination regarding responsibility and from the District's dismissal of a formal complaint or any allegations therein, based on the following:

1. Procedural irregularity that affected the outcome of the matter;
2. Newly discovered evidence that could affect the outcome of the matter; and/or
3. Title IX personnel (Title IX Coordinator, investigator(s), or decision maker(s)) that had a conflict of interest or bias, that affected the outcome of the matter.
4. Additional reasons identified by the District and offered equally to both parties.

The District shall provide both parties a reasonable opportunity to submit a written statement in support of, or challenging the outcome. The appeal decision-maker shall issue simultaneously to the parties, a written decision describing the appeal result and the rationale for the result. *(The appeal decision-maker may not be the same person as the decision-maker(s) that reached the determination of responsibility or dismissal, the investigator(s) or the Title IX Coordinator.)*

### **Informal Resolution Process**

The District may exercise the option to offer and to facilitate an informal resolution option, such as, but not limited to, mediation or restorative justice, provided both parties give voluntary, informed, written consent to attempt informal resolution.

The Board shall not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, the waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment. The District will not require the parties to participate in an informal resolution process and will not offer such process unless a formal complaint is filed.

At any time prior to agreeing to a resolution, the Board recognizes the right of any party to withdraw from the informal resolution process and to resume the grievance/investigative process with respect to the formal complaint.

The Board specifically prohibits the offering or facilitating of an informal resolution process to resolve any allegation that an employee sexually harassed a student.

### **Record Keeping**

The District shall maintain for a period of seven years the records of each sexual harassment investigation, any disciplinary sanctions imposed on the respondent or remedies provided to the complainant; any appeal and the results of the appeal; informal resolution, if any, and the results of informal resolution; and the materials used to train coordinators, investigators, decision-makers and facilitators of informal resolution.

The District shall also create and maintain for a period of seven years records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, it shall be documented the basis or the conclusion reached and the measures taken to restore or preserve access to the District's educational program or activity. Reasons must be cited when supportive measures are not provided to a complainant.

### **Retaliation**

The District shall maintain confidentiality regarding the identity of complainants, respondents, and witnesses, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), as required by law, or as necessary to carry out a Title IX proceeding.

The District expressly prohibits retaliation against any individual for exercising Title IX rights

No school or person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in a Title IX investigation or proceeding.

Complaints alleging retaliation may be filed according to the grievance procedures pertaining to sex discrimination.

The Board recognizes that the following does not constitute retaliation:

1. The exercise of rights protected under the First Amendment of the U.S. Constitution.

2. The charging of an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a bad faith materially false statement.

The charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

### **Training**

The Board shall provide and/or make available training for any person designated as a Title IX coordinator, investigator, and decision maker and any person designated to facilitate an informal resolution process. Such training shall include:

- The definition of sexual harassment under the new Final Rule
- The scope of the District's education programs and activities;
- The manner in which to conduct an investigation and grievance process, including appeals, hearings and informal resolution process, as applicable;
- How to serve impartially, including the avoidance of prejudgment of the facts at issue, conflicts of interest, and bias;
- The promotion of impartial investigations and adjudications of sexual harassment;
- A presumption that the respondent is not responsible for the alleged conduct until a determination is made regarding responsibility at the conclusion of the grievance process;
- Description of the range or list of the possible remedies the district may provide a complainant and disciplinary sanctions that can be imposed on a respondent, following determinations of responsibility;
- The utilization of the preponderance of evidence standard or the clear and convincing evidence standard;
- Issues of relevance of questions and evidence; and
- The creation of the investigative report to fairly summarize relevant evidence.

The District shall, as required, retain its training materials for a period of seven years and to make such materials available on its website (or upon request if the district does not maintain a website).

**DRAFT**

**WATERBURY PUBLIC SCHOOLS**

**TITLE IX SEXUAL HARASSMENT COMPLAINT GRIEVANCE PROCESS**

**CABE Policy P4000.1(d)** – as a usable resource. 1<sup>st</sup> example provided by CABE – included as a PDF.



## **Personnel -- Certified/Non-Certified**

### **Students**

#### **Title IX**

##### **Formal Title IX Sexual Harassment Complaint Grievance Process (continued)**

7. Include reasonably prompt timeframes for conclusion of the grievance process.
8. Describe the range of possible disciplinary sanctions and remedies the District may implement following any determination of responsibility.
9. Base all decisions upon the preponderance of evidence standard.
10. Include the procedures and permissible bases for the Complainant and Respondent to appeal.
11. Describe the range of supportive measures available to Complainants and Respondents.
12. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

#### **Enforcement**

Any District employee who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any District student who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies.

**Note:** This sample policy uses the preponderance of the evidence standard, not the clear and convincing evidence standard. Preponderance of evidence is a standard used in civil cases. It means "the greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force." Clear and convincing is a higher standard, requiring more than preponderance of the evidence but less than proof beyond a reasonable doubt. It means "evidence indicating that the thing to be proved is highly probable or reasonably certain." Consult the board attorney regarding the appropriate standard for the district.

Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.



## **Personnel -- Certified/Non-Certified**

### **Students**

#### **Title IX (continued)**

#### **Formal Title IX Sexual Harassment Complaint Grievance Process**

When a *Formal Title IX Sexual Harassment Complaint* is filed, the Title IX Coordinator will appoint a qualified person to undertake the investigation. The Superintendent or designee shall implement procedures to ensure that all Formal Title IX Sexual Harassment Complaints are processed and reviewed according to a Title IX grievance process that fully complies with 34 C.F.R. §106.45.23. The District's grievance process shall, at a minimum:

1. Treat Complainants and Respondents equitably by providing remedies to a Complainant where the Respondent is determined to be responsible for sexual harassment, and by following a grievance process that complies with 34 C.F.R. §106.45 before the imposition of any disciplinary sanctions or other actions against a Respondent.
2. Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.
3. Require that any individual designated by the District as a Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process:
  - a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual Complainant or Respondent.
  - b. Receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.
4. Require that any individual designated by the District as an investigator receiving training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
5. Require that any individual designated by the District as a decision-maker receive training on issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant.
6. Include a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.



## **Personnel -- Certified/Non-Certified**

### **Students**

#### **Title IX**

##### **Enforcement** (continued)

This policy does not increase or diminish the ability of the District or the parties to exercise any other rights under existing law.

##### **Retaliation Prohibited**

The District prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation.

Any person who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

(cf. 0521 – Nondiscrimination)

(cf. 0521.1 – Grievance Procedure for Section 504, Title IX, and Title VII)

(cf. 4118.11/4218.11 – Nondiscrimination)

(cf. 4118.112/4218.112 – Sex Discrimination and Sexual Harassment in the Workplace)

(cf. 5131.911 – Bullying/Safe School Climate Plan)

(cf. 5145.5 – Sexual Harassment)

(cf. 5145.51 – Peer Sexual Harassment)

Legal Reference: United States Constitution, Article XIV

Civil Rights Act of 1964, Title VII, 42 U.S.C. §2000-e2(a).

Equal Employment Opportunity Commission Policy Guidance (N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.

Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*

Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*

Title IX Final Rule, 34 CFR §106.45, *et seq.*, May 6, 2020

34 CFR Section 106.8(b), OCR Guidelines for Title IX.



## Personnel -- Certified/Non-Certified

### Students

#### Title IX

Legal Reference: continued

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a) 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)

The Clery Act, 20 U.S.C. §1092(f)

The Violence Against Women Act, 34 U.S.C. §12291(a)

*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)

*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June 26,1998)

*Burlington Industries, Inc. v. Ellerth*, No. 97-569, (U.S. Supreme Court, June 26,1998)

*Gebbs v. Lago Vista Indiana School District*, No. 99-1866, (U.S. Supreme Court, June 26,1998)

*Davis v. Monro County Board of Education*, No. 97-843, (U.S. Supreme Court, May 24, 1999.)

Connecticut General Statutes

46a-60 Discriminatory employment practices prohibited.

Conn. Agencies Regs. §46a-54-200 through §46a-54-207

Constitution of the State of Connecticut, Article I, Section 20.

P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment

Policy adopted:

cps 11/20

## Suggestions from Liz Brown

### Waterbury Board of Education By-Law Revisions

#### Powers, Purposes and Duties

Add new :

Review annually WPS strategic plan, mission, vision and core values to ensure fidelity to goals.

Conduct a Board self-evaluation yearly and make provisions for Board member professional development.

#### 9010 (d)

##### Committee on Curriculum

The Committee shall report to the full Board annually on the status of access to curriculum for all students.

##### Committee on School Personnel

Add to existing language: “ a) The Committee on School Personnel shall act as an advisory body to the Superintendent in the appointment and transfer of teachers and in all other matters concerning the teaching and administrative supervisory corps ***including status of minority hiring goals.***

# Suggestions from Karen Harvey

## RECOMMENDATIONS FROM COMMISSIONER HARVEY

9010B

Change any reference of “Chairmen” to “Chairperson.”

9010C

Orientation of new commissioners. shall be conducted in a timely manner and shall be monitored by the President of the Board.

9010 A3

1. Rename the Personnel Committee to the Human Capital Committee.
2. On the recommendation made by Commissioner Brown to include “minority teacher” hiring add minority teacher hiring, add “retention” to ensure diversity and equity in the Waterbury Public Schools.
3. Ensure that BOE Commissioners are invited (as a courtesy) to Level 2 interview process. The Human Capital Committee Chair will monitor to ensure this process to ensure that commissioners receive notification.
4. Remove the narrative regarding studies and include the committee may perform any other duties necessary to ensure an equitable and diverse staff.

## CONDUCT

1. Commissioners shall wait to be recognized by the Chair before speaking. Commissioners shall not interrupt the person that has the floor and should be called “Out of order” when this occurs.
2. When participating in meetings which utilize an electronic meeting format such as ZOOM, Board members should refrain from using a picture as representation of being present at the meeting. Members should receive permission from the Chair when there are extenuating circumstances.

## STANDING COMMITTEES

1. Commissioners who are not a member of a Standing Committee may submit suggestions to the chair prior to the meeting for consideration by the committee.

## APPENDIX A

1. Making a motion:

A motion should be made using the following ending:

“Respectfully submitted and so moved.”

## EXAMPLE:

The Board of the Whole recommends approval of a contract with The ABC Company in the amount of \$110.00.

“Respectfully submitted and so moved.”



### Organization

- a) The Board of Education shall consist of the Mayor and ten elected members. Six members shall constitute a quorum. The Mayor is the Chairman Ex-Officio of the Board. The members of the Board shall elect, by majority vote, a President, Vice-President, and Secretary.
- b) The organizational meeting of the Board shall be held at such time as the Mayor may direct or on December 1<sup>st</sup> of each odd numbered year. The meeting shall be called to order by the Chairman. Before acting, the members shall be duly sworn to the faithful performance of the duties of their office as prescribed by law. The Board shall proceed to elect by roll call by a majority of its members, present and absent, a President, Vice President, and Secretary.
- c) The Board may allow student representatives to the Board of Education consistent with Corporation Counsel's opinion of December 31, 2018 and Board policy.

### Public Meetings

- a) All meetings of the Board of Education shall be open to the public with the exception of executive sessions (cf. 9320 – Meetings)
- b) All meetings of the Board shall be held at its office or at any other place designated by a majority vote of the Board.
- c) The Board shall hold its regular meetings on the third Thursday of each month. The President of the Board shall have the discretion to reschedule meetings under the above formula if conflicts arise.
- d) All meetings shall be held at 6:30 p.m. or at any other time designated by the majority vote of the Board. Committee meetings shall be held at 5:30 p.m., unless otherwise designated by the Chairman.
- e) Special meetings may be called and held whenever requested in writing by any three members. The written request shall contain a description of the matters to be considered, and shall be sent to the President of the Board with a copy to the Clerk of the Board. No business shall be transacted at such special meeting other than that specified in the call.
- f) Citizens are encouraged to submit prepared written statements to the Commissioners. Comments by an individual shall be limited to a maximum of five (5) minutes. Commissioners believe that this will permit wider participation while also expediting the business of the meeting.
- g) Commissioners may respond to the concerns and/or comments of public speakers only with the permission of the Chair and **without debate**.
- h) Smoking will not be permitted in any room in which a meeting of the Board of Education is being conducted (cf. 1331 – Smoking in School Facilities).
- i) During meetings of the Board of Education, all cellphones or other electronic communication devices shall be turned off or changed to a silence mode.



# Bylaws of the Board

9010(b)

## Executive Sessions

The public may be excluded from meetings of the Board of Education which are declared to be executive sessions. Executive sessions may be held upon a two-thirds vote of the members present and voting taken at a public meeting for only one or more of the following reasons, and may not be held for any other reason:

1. Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee, provided that such individual may require that discussion be held at an open meeting.
2. Strategy and negotiations with respect to pending claims and litigation.
3. Matters concerning security strategy or the deployment of security personnel, or devices affecting public security.
4. Discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned.
5. Discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) of section 1-19 of the Connecticut General Statutes.

## Construction of the Agenda

The Superintendent in cooperation with the President of the Board of Education shall prepare an agenda for each meeting. Any member of the Board of Education may call the Superintendent to request an item be placed on the agenda. Deadline for requests is 48 hours prior to the legally required public posting of the agenda. Finalization of the agenda lies with the Board President.

## Posting of the Agenda

At least 24 hours prior to the time of the meeting, the agenda shall be posted in the Office of the Board of Education and in the Office of City Clerk and shall be filed in the Superintendent's Office.

## Duties of the Chairman

The Chairman shall call the Board to order at the **appointed hour**, or as soon as a quorum is present. It shall be the duty of the Chairman to assure that all proceedings are in compliance with the laws enacted by the General Assembly, these rules and regulations and, otherwise, parliamentary usage.

# Bylaws of the Board

9010(c)

## **Duties of the President**

- a) In the absence of the Chairman, the Board President shall preside at all Board meetings.
- b) The President shall appoint liaison positions as appropriate.
- c) The President shall appoint ad-hoc committees as needed.
- d) The President or his/her designee will conduct orientation/training for all new Board members.

## **Duties of the Vice President**

In the absence of Chairman and the President, the Vice President shall preside at the Board meeting.

## **Duties of the Secretary**

- a) Review and report minutes to the Board.
- b) In the absence of the Chairman, President, and Vice President, the Secretary shall preside at the Board meeting.

## **Order of Business**

- a) Business shall proceed in the following order, unless the Board otherwise directs:
  - 1. Silent Prayer
  - 2. Pledge Allegiance to the Flag
  - 3. Minutes of previous meeting
  - 4. Communications
  - 5. Public addresses the Board
  - 6. Superintendent's Report
  - 7. President's Comments
  - 8. Consent Calendar
  - 9. Committee reports
  - 10. ~~Unfinished business of preceding meeting only~~
  - 11. ~~Other unfinished, new, and miscellaneous business~~
  - 12. Adjournment
- b) The yeas and nays shall be taken and recorded by the Clerk of the Board whenever called for by any member of the Board.

## **Standing Committees**

- a) The President shall appoint the following standing committees, each consisting of a minimum of three members to serve two calendar years or less, the member first named to be chairperson, who will appoint a vice-chairperson:
  - 1) The Committee on Policy and Legislation
  - 2) The Committee on Curriculum
  - 3) The Committee on School Personnel
  - 4) The Committee on Building and School Facilities
  - 6) The Committee on Finance
  - 7) The Committee on Grievances

At least one member of each committee shall be a member of the minority party.

## Bylaws of the Board

9010(d)

- b) The President shall call committees together when requested to do so by the respective Chairperson, but in case the Chairperson refuses or neglects, then, at the request of the remaining members of the Committee, he shall call a meeting of the Committee, and a majority of the Committee shall constitute a quorum.
- e) ~~Every report shall be signed by a majority of the Committee. A minority report in writing may be presented.~~
- d) c All Committee actions are subject to the approval of the Board. *All committee recommendations that bypass the Committee of the Whole workshop to the regular meeting for a vote must be placed on the agenda off consent and in the form and substance of the committee agenda. District staff should be available to provide background and answer questions. Committee chairs should be mindful of controversial or contentious matters which should be heard and debated at workshop.*
- e) d The Board will allow electronic participation of members of Standing Committees and Ad-hoc Committees in accordance with Board Policy #9005 "Electronic Participation".

### Committee on Policy and Legislation

- a) The Committee on Policy and Legislation shall review all recommended additions, revisions or deletions of Policy, as referred by the Superintendent of Schools, pertaining to operation and functions of the School District. The Committee will maintain open communication with State and Federal officials regarding the district's needs and how they may be affected by proposed, pending, and/or enacted state and federal legislation.
- b) The Committee shall have general authority over the by-laws of the Board.
- c) The Committee will keep the Board abreast of any legislation that could impact the district.
- d) ~~The Committee shall report to the Committee of the Whole prior to Board action. Approval of the full Board is required for all communications of positions on legislative issues on the Board's behalf.~~
- e) The Committee shall ensure alignment of Policy to Local, State, and Federal Enactments.
- f) The Committee shall evaluate the effectiveness of current standing committees bi-annually in October of the even years.

### Committee on Curriculum

- a) All proposals to add to or change the course of study or the textbooks used in the school system shall be referred to and reported upon by this Committee prior to the action by the Board. In reporting upon any such proposals, the Committee shall give due consideration to the recommendations of the Superintendent of Schools and the consultative groups acting under the provisions of School Board Policy.
- b) All requisitions for books, supplies and the like shall be presented to this Committee and/or its duly appointed representatives for approval.
- c) Proposals for special regulations or changes to regulations regarding instruction in the school system shall be submitted to the Committee for transmittal to the Board.
- d) Proposals for overnight field trips and/or to destinations outside the State of Connecticut shall be submitted to the Committee for transmittal to the Board.

### Committee on School Personnel

- a) The Committee on School Personnel shall act as an advisory body to the Superintendent in the *hire*, appointment and transfer of *supervisors, high school and middle school assistant principals, and building principals*. ~~teachers and in all other matters concerning the teaching and administrative and supervisory corps.~~
- b) ~~The Committee shall conduct studies from time to time, as may appear necessary, regarding the number of teaching and supervisory personnel required to achieve the goals of the~~

## Bylaws of the Board

9010(d)

~~system and the salaries and other benefits required to obtain and retain professional personnel of a high caliber. Such studies shall include consultation with the Superintendent and other interested standing committees. The Committee shall report its findings and recommendations to the Superintendent for such use as he/she may require and for transmittal to the Board.~~

- b) The chair of the Committee on Personnel, or his/her designee, attends interviews of applicants for the positions of supervisors, high school and middle school assistant principals, and building principals as a non-scoring observer at Level 1 or as designated in the SAW contract.
- c) The Committee will review all new job positions and new job specifications for recommendation to the board.

## Bylaws of the Board

9010(e)

- ~~e) — The Committee shall develop methods by which teachers' performance shall be evaluated to determine whether such performance meets the standards developed by the Board so as to entitle the teacher to advancement on the salary schedule if not at the maximum of the applicable schedule.~~
- ~~d) — The Committee shall also develop methods by which the performance of supervisors and administrators shall be evaluated to determine whether such performance meets the standards established by the Board for the administrative or supervisory position to which they are assigned.~~
- ~~e) — The Committee shall be responsible for reporting to the Board the names of those teachers, supervisors and/or administrators who should no longer be employed by the Board on the ground that they have failed to meet the standards established by the Board for their particular position, and should not be advanced to the next step in the applicable salary schedule because of their failure to meet the standards developed by the Board.~~

### **Committee on Building and School Facilities-**

- a) Subject to Board approval, the Committee on Building and School Facilities shall have general authority for the maintenance and operation of all buildings. The Committee shall report to the Board upon the desirability of constructing new buildings or enlarging pre-existing facilities. When so instructed by the Board, the Committee shall procure plans and specifications for additions or new facilities and submit them to the Board of its approval.
- b) The Committee shall coordinate the Board's operation of school buildings with other state and local authorities having an interest in the same, such as the Fire Department, the Health Department, the Plumbing Inspector, and the State Board of Education.
- c) The Committee shall supervise the appointment of all employees not otherwise provided for in these Policies, including such extra or part-time help as may be necessary, all in conformity with the Charter of the City of Waterbury, if applicable.
- d) The Committee shall exercise overall supervision of the school bus program. It shall consult with the administrative personnel who are assigned the responsibility of operating the program. The Committee shall conduct periodic studies of the effectiveness of the program and shall submit reports, recommendations, and proposals to the Board for its approval.
- e) The Committee shall present to the Board for its approval all requests for permission to use school buildings for all academic and/or non-academic purposes.

### **Committee on Finance**

- a) The Committee on Finance shall serve the Superintendent in an advisory capacity in conjunction with the preparation of the annual education budget and the Superintendent's presentation of the budget to the Board of Aldermen.
- b) The Committee shall be responsible for reviewing all grants and grant-funded contracts or agreements submitted for Board of Education approval for submission to the State and/or other agency.

- c) The Committee shall be responsible for seeing that the lunch program is running as efficiently as possible, both monetarily and nutritionally, and that it meets State and Federal mandates in regard to the nutrition of the children in the Waterbury Public Schools.
- d) ~~Financial reports of all school entertainment and athletic events shall be reported to the Department of Education's Chief Operating Officer in writing within thirty days of the event and said Officer may control the disposition of the same, provided, that the Athletic Association of each high school may submit an annual financial report at the end of the school year in June, in lieu of monthly reports.~~

## Committee on Grievances

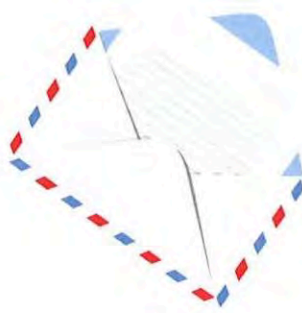
- a) The Committee on Grievances shall assist the Board in the Board's determination of grievances. All grievances shall be submitted to the Committee. The Committee, in conjunction with the President of the Board, shall schedule and hold the necessary hearings to comply with any collective bargaining agreement in effect between the Board and duly authorized representative of its employees or a group of its employees.
- b) The Clerk shall be responsible for the preparation and distribution of grievance forms.
- c) Committee members are expected to be present during all grievance hearings.

## Miscellaneous

Any procedures or provisions not covered by the Charter in the performance of this Board shall be governed by "The Scott, Foresman Robert's Rules of Order, Newly Revised".

Adopted December 1, 2017.  
Revised on January 18, 2018, August 16, 2018, September 20,  
2018, February 21, 2019, and March 21, 2019. Adopted  
December 1, 2019.





# COMMUNICATIONS



For the period of  
February 17, 2021 through March 2, 2021



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

February 17, 2021

Dale LeGree  
804 East Main St., 3<sup>rd</sup> Fl.  
Waterbury, CT 06706

Dear Mr. LeGree:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Hopeville Elementary School (Req. #2020712) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 25, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 18, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file

## Carrie Swain

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**From:** ANN SWEENEY  
**Sent:** Thursday, February 18, 2021 5:33 AM  
**To:** Carrie Swain  
**Subject:** Fwd: Parent Concern

Carrie, FYI in case no one else sent it yet.  
Ann

Sent from my iPhone

Begin forwarded message:

**From:** "Mallon, Thomas D" <Thomas.Mallon@ct.gov>  
**Date:** February 17, 2021 at 6:05:49 PM EST  
**To:** ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, KAREN HARVEY <kharvey@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, AMANDA NARDOZZI <amanda.nardozzi@waterbury.k12.ct.us>, Rocco Orso <rorso@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>, "THOMAS VAN STONE SR." <tvanstone@waterbury.k12.ct.us>, NICHOLAS ALBINI <nalbini@waterbury.k12.ct.us>, JENNIFER DEELEY <jdeeley@waterbury.k12.ct.us>, JOSEPH NOLE <jnole@waterbury.k12.ct.us>, MARIA STASAITIS <mstasaitis@waterbury.k12.ct.us>, wamsptsoboard@gmail.com, jmancini@waterburyct.org, dlepore@waterburyct.org, "Dr. Verna D. Ruffin" <vruffin@waterbury.k12.ct.us>  
**Cc:** myamin@region16ct.org, ssimpson@wolcottps.org, fross@thomastonschools.org, jsmith@region15.org, "christopher.montini" <christopher.montini@naugatuck.k12.ct.us>  
**Subject:** Parent Concern

**EXTERNAL MAIL-** This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good Day Ladies and Gentlemen Board of Education of Waterbury, Mayor's Office, and Superintendents:

I have a major concern with having the Covid Vaccine administrations being held inside Waterbury Arts Magnet School (WAMS). I have 3 children who attend WAMS and the safety of the staff and students are being put at major risk. The students and staff are now at risk having the general public, who may or may not be infected with covid. Also if anyone wanted, they could easily gain access to the school too. A few white boards and a caution tape line will not stop anything.

Superintendent Ruffin had canceled all graduations last spring because of COVID, but now we are welcoming the public into the school. Covid is not my only concern as I stated above. All the school systems had gone to extreme lock down following the mass shooting at Sandy Hook back on December 14 2012. But now we have the general public just walking in off the street. They get into the elevator, then next thing you know someone is in the school. Someone could also just walk into the stairwell past the caution tape, and again instant access.

I know the vaccines were being administered in part the hospital before. They had a ramp garage there too. There is also the Sear storefront that has a ton of easy access for the elderly and handicap. Not to mention all the parking. St. Peter & Paul School that is not in operation and the City owns that property too.

I am not the only parent with concerns and fear what will happen should any of the students and/or staff become ill from bringing this Virus into the school, or worse if someone attacked. Considering that this school is a magnet school, I'm sure many of the other school districts would have spoken up about this happening also.

I look forward to hearing your response.

Respectfully:

A handwritten signature in dark ink, appearing to read 'Thomas D. Mallon'. The signature is fluid and cursive, with a large 'T' and 'M'.

Thomas D. Mallon, LPN

Cc: Superintendents:

Region 15, Naugatuck, Region 16, Wolcott, and Thomaston



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

February 19, 2021

Shawn Lasky  
1104 Hamilton Ave.  
Waterbury, CT 06706

Dear Mr. Lasky:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Duggan Elementary School (Req. #2021077A) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 4, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 4, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file





236 Grand Street  
Waterbury, CT 06702

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The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

February 19, 2021

Zachary Grillo  
22 Courtland Ave.  
Waterbury, CT 06705

Dear Mr. Grillo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Wilby High School/North End Middle School (Req. #2021077E) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 4, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 4, 2021.

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Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file





# Connecticut Association of Boards of Education

*Vincent A. Mustaro, Senior Staff Associate for Policy Services*

## PRESENTS POLICY HIGHLIGHTS

February 19, 2021

Volume 20 – Issue #17

### **Governor Reinstates Paid COVID-19**

**Related Sick Leave:** The *Policy Highlights* issue of January 22, 2021 indicated that the Families First Coronavirus Response Act (“FFCRA”) was not renewed in 2021. In addition, it stated that Congress passed on December 29, 2020, legislation signed into law called the Coronavirus Response and Relief Supplemental Appropriations Act. This new legislation indicated that:

- a. Mandatory paid sick leave and FMLA leave under FFCRA expired on 12/31/20.
- b. From 1/1/21 through 3/31/21, paid sick and FMLA leave related to COVID-19 is voluntary for employers to offer.
- c. After 3/31/21 employers can provide paid COVID-19 related leave at their own expense.
- d. Employees do **not** get additional time added to their 80 hours of paid leave granted under FFCRA.

Governor Lamont on February 4, 2021 issued **Executive Order 10**, which includes a section requiring all boards of education to extend the availability of up to two weeks of paid leave to eligible school employees who cannot work from home and have to stay home due to certain COVID-19 related events. Section 6 of the Executive Order is titled “Paid Leave Requirements for Staff of Local and Regional Boards of Education,” and became effective December 31, 2020,

for the duration of the public health and civil preparedness emergencies. Therefore, although the provision of paid leave provided for in the FFCRA ended on December 31, 2020, school employees continue to be required to quarantine or isolate to limit transmission of COVID-19 in order to protect students, teachers and staff and to limit community transmission.

This paid sick leave, in accordance with Section E of the FFCRA, Emergency Paid Sick Leave (EPSLA) provides eligible employees to receive such leave in the amount of their salary, capped at \$511 per day. Full-time employees are allowed up to 80 hours of paid sick leave for COVID-19 related issues. Employees are eligible for such leave if the employee:

- a. Is subject to federal, state, or local quarantine or isolation order;
- b. Has been advised by a healthcare provider to self-quarantine;
- c. Is experiencing symptoms of COVID-19;
- d. Is caring for a quarantined individual;
- e. Is caring for a minor child whose school or place of care has been closed due to COVID-19; or
- f. Is experiencing any other substantially similar conditions related to COVID-19.

Employees who exhausted some or all of their EPSLA leave prior to December 31, 2020 do not start anew. Further, the Executive Order does not obligate boards of education to grant an additional ten weeks of paid leave under the Emergency Family and Medical Leave Expansion Act.

**Policy Implications:** Policy 4152.61/4252.61, "Paid Sick Leave Emergency Family and Medical Leave Act: COVID-19 Related," was originally created to inform about FFCRA. This policy, based upon FFCRA, was viewed as a temporary policy.

Paid FMLA under the FFCRA, when originally passed, followed the procedures established under the Families with Medical Leave Act (FMLA) and is covered in policy #4152.6/4252.6, "Family and Medical Leave Act." Therefore, employees may be entitled to a new category of regular FMLA leave for COVID-19 childcare related reasons. This new category became effective as of January 1, 2021, depending upon the manner in which the district calculates its FMLA leave. (Refer to regular policy #4152.6/4252.6 regarding unpaid FMLA leave.)

Most districts, follow the language contained in CAGE's sample administrative regulation for policy #4152.6/4252.6 which indicates: "for purposes of FMLA leave a 12-month period is the district's fiscal year, July 1 through June 30." (However, the district has the option of designating another 12-month period based on the calendar year or other criteria set out in the Families with Medical Leave Act. Such options include:

- Calendar year
- 12-month period measured forward from the date of the employee's first FMLA leave date
- 12-month period measured backward from the date the employee takes any FMLA leave

The new appropriations legislation does not require the provision of any additional paid leave. However, if the district as employer, does this voluntarily, such leave must be provided to all employees in the same and uniform manner.

### **Steps to Build a Diverse Teaching Force**

**Cited:** There are several steps that school leaders can take to create a diverse teaching workforce, education experts say. Officials suggest developing build-your-own-educator programs, which look within the district for ethnically and racially diverse teachers, and partnering with outside organizations that promote diversity and equity.

Author Elizabeth Heubeck in an article in *Education Week* stated, "The glaring racial disconnect in our nation's K-12 schools can no longer be ignored as the larger reckoning over systemic racism in policing, health, and education continues to play out." She points out that the majority of K-12 teachers are white and they preside over classrooms that contain an increasing number of students of color, and, simultaneously, a declining number of white students, according to research. She believes this racial divide is harmful on several fronts.

A limited number of teachers of color places both students and teachers at a disadvantage. The author indicates that data reveals that racially diverse role models in the classroom benefit all children, regardless of race. She states, "Having few teachers of color (or only one, which can often be the case) in a school building can spur feelings of isolation and, subsequently, contribute to teachers of color leaving the profession at a disproportionately higher rate than white teachers. The solution seems obvious enough: Hire and retain more teachers of color."

However, the cited solution is not simple. In order to attract a diverse pool of strong teaching candidates, she suggests that it helps to show that your school or district

already has established itself as a welcoming place of employment for teachers of color. Education experts have indicated that there are several ways to grow a diverse and equitable teaching workforce. She lists the following actionable steps:

1. Build a pipeline of educators of color

The “Grow Your Own Educator Programs (GYO)” recruit individuals within local school communities. These programs focus on developing future teachers, from students of color in middle and high school to racially and ethnically diverse paraprofessionals and college graduates with non-teaching degrees already working in the K-12 school system.

Other times, it pays to stretch recruiting efforts beyond your own backyard. Often, recruiters look for staff recommendations only within their existing networks. It is suggested that recruiters who aren’t successful in attracting teachers of color within their own district or network expand their search in a targeted manner—for instance, partnering with and recruiting from colleges of education at Historically Black Colleges and Universities and Hispanic-serving institutions.

2. Create and share public examples of your district’s support for diversity and equity.

Job candidates who value diversity and equity will want to see tangible evidence that a prospective employer does, too. This evidence can take many forms, starting with explicit public statements regarding a district’s stand on equity. Examples include official policies, comprehensive statements, and reports.

The presence of an employee or department dedicated to equity and

inclusion sends a signal that the district is making a commitment. Including in a district’s strategic plan an initiative to increase diversity and equity—with stated goals to measure progress against—demonstrates a serious commitment, both to prospective job candidates and the current workforce.

3. Partner with external organizations that promote diversity and equity.

Not every school district has the resources internally to develop meaningful strides toward a more equitable workplace for all teachers and students. In these instances, it can help to obtain external support. She cites districts that have aligned themselves with the Anti-Defamation League (ADL), participating in its No Place for Hate Program. The program provided a pathway for school districts to establish norms around how to address the topics of equity and inclusion and it also helped establish a framework for strategic and active involvement that extended to the student body.

4. Encourage and support initiatives led by current teachers of color.

Peer networks specifically for teachers of color can combat feelings of isolation. The success of such programs are due largely to the fact that it’s run by the employees it targets; not by administrators.

5. Demonstrate equitable practices in the treatment of students.

How a school’s administration treats its students can provide a window into its stance on equity. Discipline policies are one area where inequities can easily be spotted. For example, banning a style of dress popular only among a particular group of students, can throw up a red flag. Job candidates seeking an equitable



workplace are likely to notice a school leadership's personal biases, even when the administrators themselves may not.

Source: "How Districts Can Show They Are Committed to Building a More Racially Diverse Workforce," by Elizabeth Heubeck, *Education Week*, 7/16/20.

**Policy Implications:** Policy #4111.3/4211.3, "Recruitment of Minority Staff Members," pertains to this topic. This is considered a "good practice" recommended policy for inclusion in a district's policy manual. C.G.S. 10-220(a) indicates that boards of education "shall develop and implement a written plan for minority educator recruitment..." In addition, the manner in which policies pertaining to discipline are implemented had a bearing on this topic as indicated above.

**Funding of the IDEA Reviewed:** The Individuals with Disabilities Education Act (IDEA) was enacted into law in 1975. Funding for the program has fallen woefully short of the amount initially promised by Congress. Initially, it was indicated that the federal government should provide up to 40% of the costs associated with IDEA and other special education-related services. In fiscal year 2020 the federal government provided "a meager \$12.7 billion to states to help offset the additional costs of providing special education and related services to an estimated 7 million students with disabilities nationwide."

In addition, the number of students receiving IDEA services has increased from the 2011-2012 school year to the 2018-2019 school year from 6.4 to 7.1 million, which in turn increased the percentage of IDEA students from 13 to 14 percent of total public school enrollment. These increasing numbers and the low amount of federal funding has greatly impacted local district budgets.

In Connecticut, in school year 2020-2021, the federal appropriation totaled \$144.5 million. If full federal funding as described above were available, Connecticut school districts, it is estimated, would have received \$339.3 million. The funding gap therefore cost Connecticut school districts approximately \$194.8 million in the one school year listed!

Source: "The Legislative Corps: February 5, 2021," by Chris Rodgers, AASA.

**Policy Implications:** this funding shortfall speaks to the manner in which policies and programs pertaining to special education services are implemented. This remains an area in which looking to ramp up your IDEA advocacy activities.

#### Food for thought:

"Discussing race and racism with children is not always an easy task. As adults, we all have a desire to protect children's innocence for as long as possible, whether that's leaving Tooth Fairy money under their pillow after we suspect they no longer believe or ignoring racism because we know it's something they'll have to learn about eventually. When we shield children from racism, we miss a valuable opportunity to equip them with the tools to identify and call out racism and other forms of hate when it occurs. Silence, in any form, is complicity."

Source: Brian Kayser and Abigail Amoako Kayser in "No. Elementary Students Are Not Too Young to Talk About Race" in *ASCD Express*, November 25, 2020 (Vol. 16, #6)



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

February 23, 2021

Adrian Rijos  
120 Chambers St.  
Waterbury, CT 06708

Dear Mr. Rijos:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ North End Middle School (Req. #2021077C) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
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file