



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: September 30, 2020

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings – Thursday,
October 1, 2020, 5:30 p.m., VIRTUAL MEETING VIA ZOOM

The Committees of the Board of Education will meet on Thursday, October 1, 2020, 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/CZhwSEzLUA8> 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 and refer to the October 1, 2020 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: Discussion: Human Resources Staffing Report – J. Mendoza.
2. Committee of the Whole/10 minutes ~ Discussion: 2019-2020 AP Exam Results – T. Battistoni, D. Schwartz.
3. Committee of the Whole/5 minutes ~ Request approval of a Memorandum of Understanding (MOU) with the State Education Resource Center (SERC) for professional learning to support, promote, and develop racial equity in education – J. Davis.
4. Committee of the Whole/5 minutes: Request approval of a Memorandum of Understanding with Community Mental Health Affiliates for Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and Bounce Back (BB) – K. Gabrielson.
5. Committee of the Whole/5 minutes: Request approval of an Agreement with Children’s Community School, Inc. for transition services for students with disabilities – K. Gabrielson.
6. Committee of the Whole/5 minutes: Request approval of an Agreement with Belle Academy of Cosmetology, LLC for transition services for students with disabilities – K. Gabrielson.

7. Committee on Finance/5 minutes: Request approval of an Agreement with Waterbury Youth Services, Inc. for Truancy Prevention Services as required by the Youth Service Bureau Grant – K. Gabrielson.
8. Committee on Finance/5 minutes ~ Request approval of the 2020-2022 Consolidated Grant Application – Linda Riddick Barron.
9. Committee on Finance/5 minutes ~ Request approval of a contract with Catapult Learning for tutoring services for Waterbury Non-public Schools – W. Clark.
10. Committee on Finance/5 minutes ~ Request approval of transfers in the 2020-2021 Fiscal Year Budget – D. Biolo, W. Clark.
11. Committee on Building and School Facilities/5 minutes ~ Request approval of the purchase of property located at 119 Southmayd Road and 116 Beecher Avenue – W. Clark.
12. Superintendent's Update – Dr. Ruffin.
13. Superintendent's Notification to the Board/5 minutes:
 - a. Athletic appointments:
Blizzard, Taji – CHS Assistant Football, effective 09/21/2020.
Devine, Michael – WAMS Lead Unified Sports, effective 09/08/2020.
Weaver, Trai – WCA Assistant Football Coach, effective 09/15/2020.
 - b. Resignations:
Diaz, Natalie – Walsh/Washington School Psychologist, effective 10/09/2020.
Higgins, Lisa – CHS Special Ed, effective 10/02/2020.
Perkins, Ryan – NEMS ELA, effective 10/02/2020.

EXECUTIVE SESSION for discussion 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

Item #1

Staffing Report

2020 – 2021

Human Capital Talent Office

Juan Mendoza, Interim Director of Human Capital

Human Capital Talent Office

- Under the leadership of Dr. Ruffin, the Education Human Resource Office and the Talent Management Office have been combined to become the Human Capital Talent Office.
- In the Human Capital Framework, teaching and learning is at the center of everything we do.
- The Human Capital Talent Office continues to focus on:
 - Improving communication with all District leadership/supervisors
 - Building upon recruitment, onboarding, and retention of staff



Board of Education Teacher Hires*

WTA

Year	Total Hires	Minority Hires	% of Minority Hires
2013	153	18	11.67%
2014	195	36	18.46%
2015	149	22	14.77%
2016	145	31	21.38%
2017	88	26	29.55%
2018	119	35	29.41%
2019	108	19	17.59%*
2020			

*Based on a Calendar Year

Board of Education Administrative Hires*

SAW

Year	Total Hires	Minority Hires	% of Minority Hires
2013	6	4	66.67%
2014	4	2	50%
2015	1	1	100%
2016	-	-	-
2017	1	0	0%
2018	2	2	100%
2019	4	2	50%
2020			

*Based on a Calendar Year



Board of Education Hiring Data 20-21 School Year

Teachers:		EEO STATS:	Male:	Female:	
Contract	94	White	22	62	
DSAP	1	Asian		3	
Pending DSAP	3	African American	4	2	
		Hispanic	5	10	
Subs Pending Certification	15	American Indian			
		2 or More Races	1	4	
Total Teacher New Hires	113	Total Teacher New Hires	32	81	
		Total Teacher Minority Hires:	10	19	25.66%
Administrators:		EEO STATS:	Male:	Female:	
		White		4	
Contract	2	Asian			
Promotion	6	African American	1	1	
		Hispanic	1	1	
		American Indian			
		2 or More Races			
		Total Administrative New Hires	2	6	
Total Administrative New Hires	8	Total Administrative Minority Hires:	2	2	50.00%
Total New Hires:	121	Total New Hires:	121		27.27%
2020-2021 SY as of:					
9/28/2020					

Oct. 2019

24.51%

50.00%



Human Capital Staffing Report Continued

Represented Groups Overall Hires

White	88 (72.72%)
African American	5 (4.13%)
Hispanic	17 (14.04%)
Asian	3 (2.47%)
2 or more Races	5 (4.13%)

Teacher Combined Male/Female Hires

White	84 (74.33%)
African American	6 (5.30%)
Hispanic	15 (13.27%)
Asian	3 (2.65%)
2 or more Races	5 (4.42%)

New Hires

Total Number of Teacher New Hires as of 9-28-20

113

New Teacher Hires Self Identify as Minority

25.66%

Total Number of Administrative New Hires as of 10-1-19

8

New Administrative Hires Self Identify as Minority

50.00%

Human Capital Staffing Report Continued

Resignations/Retirements

Retired	24	(4)
Moved out of State	2	(2)
Provided no Reason	52	(50)
Retired assignment ended	1	(0)
Left for Another District	15	(14)

Current Vacancy Listing

Administrative	5	(5)
Elementary	19	(11)
Middle School	12	(12)
High School	18	(16)
Total	54	(44)

Priority

Secondary Math and Science
 Special Education
 Tech Education

WATERBURY PUBLIC SCHOOLS
AP EXAM RESULTS
SPRING 2020

Item #2

	SCHOOL	YEAR	1	2	3	4	5	TOTAL	PASS RATE	PRIOR YEAR CHANGE	15-16 CHANGE
BIOLOGY	CROSBY	19-20	2	2				4	0.0%	0.0%	0.0%
	KENNEDY	19-20	2	13	4	1		20	25.0%	25.0%	0.0%
	WAMS	19-20	1	4	5	2		12	58.3%	27.1%	12.9%
CALCULUS AB	CROSBY	19-20	6	2				8	0.0%	-10.0%	0.0%
	KENNEDY	19-20	6	13	5	4	4	32	40.6%	25.6%	21.6%
	WAMS	19-20	3	9	5		2	19	36.8%	22.6%	-7.6%
	WCA	19-20	4	7		1	2	14	21.4%	11.4%	
CHEMISTRY	WILBY	19-20	3					3	0.0%	-7.1%	-8.3%
COMPARATIVE GOVERNMENT & POLITICS	KENNEDY	19-20	3	4	4	1	3	15	53.3%	13.3%	26.1%
DRAWING	WILBY	19-20			2	1	2	5	100.0%	0.0%	0.0%
ENGLISH LANGUAGE AND COMPOSITION	KENNEDY	19-20	1	5	8	5	3	22	72.7%	6.1%	7.1%
	WAMS	19-20		1	2	4	6	13	92.3%	25.6%	36.8%
	WCA	19-20	1	5	10	5		21	71.4%	42.0%	19.4%
	WILBY	19-20	8	5	1	1		15	13.3%	-1.0%	-12.6%
ENGLISH LITERATURE AND COMPOSITION	KENNEDY	19-20	1	5	12	1	2	21	71.4%	40.7%	9.9%
	WAMS	19-20	1	1	5			7	71.4%	-3.6%	-7.1%
	WCA	19-20	3	9	14	1	1	28	57.1%	37.1%	
	WILBY	19-20	10	8	3			21	14.3%	4.8%	14.3%
ENVIRONMENTAL SCIENCE	CROSBY	19-20	8	1		1		10	10.0%	10.0%	10.0%
	KENNEDY	19-20	30	3	2	1		36	8.3%	5.8%	8.3%
EUROPEAN HISTORY	KENNEDY	19-20	1	9	4	4	2	20	50.0%	0.0%	37.0%
	WAMS	19-20	3	8	4			15	26.7%	-1.1%	21.1%
GERMAN LANG & CULTURE	KENNEDY	19-20					1	1	100.0%		
PSYCHOLOGY	CROSBY	19-20	5	1	8			14	57.1%	57.1%	57.1%
	KENNEDY	19-20	8	1	3		1	13	30.8%	24.5%	16.8%
	WAMS	19-20	8	2	6	3	3	22	54.5%	43.4%	6.7%
	WCA	19-20	5	1	4	5	2	17	64.7%	20.3%	
	WILBY	19-20	6		1			7	14.3%	-4.5%	
SPANISH LANGUAGE AND CULTURE	CROSBY	19-20		1	5	4	2	12	91.7%	9.8%	77.4%
	KENNEDY	19-20			2	3	4	9	100.0%	0.0%	17.4%
	WAMS	19-20				1	2	3	100.0%	42.9%	0.0%
	WILBY	19-20			2	1	3	6	100.0%	33.3%	20.0%
STATISTICS	KENNEDY	19-20	6	4	3			13	23.1%	-5.5%	10.6%
US GOVERNMENT AND POLITICS	KENNEDY	19-20	1	9	1	2		13	23.1%	4.9%	-12.6%
	WAMS	19-20	6	6	6	2		20	40.0%	18.6%	-21.9%
	WCA	19-20	5	6	8	4		23	52.2%	20.9%	
US HISTORY	CROSBY	19-20	9	1	1			11	9.1%	2.4%	0.4%
	KENNEDY	19-20	2	6	8	6	1	23	65.2%	15.2%	36.2%
	WAMS	19-20		3	9	2	4	18	83.3%	50.0%	27.8%
	WCA	19-20	3	4	10	7	2	26	73.1%	42.6%	21.4%
	WILBY	19-20	9	3	1			13	7.7%	0.5%	-16.1%
WORLD HISTORY: MODERN	CROSBY	19-20	5	9	1			15	6.7%	-3.9%	-0.5%
	WAMS	19-20	3	9	5	3	1	21	42.9%	28.6%	
	WCA	19-20	3	4	4	5	1	17	58.8%	13.4%	13.0%

WATERBURY PUBLIC SCHOOLS

AP EXAM RESULTS

SPRING 2020

	AP Scholar	AP Scholar with Honor	AP Scholar with Distinction	National AP Scholar	TOTAL
Crosby	1				1
Kennedy	14	5	3	2	24
WAMS	7	5	2		14
WCA	10		3		13
Wilby		1			1

Whereas, the State Education Resource Center, (“SERC”) is committed to support, promote, and develop racial equity in education; and

Whereas, the SERC has agreed to provide coaching and technical assistance to specific districts committed support, promote, and develop racial equity in education; and

Whereas, Waterbury Public Schools (“the District”) has agreed to continue to participate in professional learning to support, promote, and develop racial equity in education;

Now, therefore, SERC and the District agree to the following stipulations in order to achieve their respective, related outcomes.

1. **PARTIES**: The Parties to this Memorandum of Understanding (MOU) are the State Education Resource Center located at 100 Roscommon Drive, Suite 110, Middletown, CT 06457 and Waterbury Public Schools, located at 236 Grand Street Waterbury, CT 06702.
2. **PURPOSE**: The purpose of this MOU is to document the activities that SERC and the District have agreed to undertake in order to achieve the MOU’s stated outcome.
3. **TERM OF AGREEMENT**: The term of this MOU is July 1, 2020 through December 31, 2020.
4. **RESPONSIBILITIES**:
 - a. SERC will:
 - i. Support the District Equity Leadership Team (DELT) in the development of a sustainability plan via seven (7) virtual 90-minute technical assistance meetings. These seven meetings must be completed by December 11, 2020;
 - ii. Provide one 90-minute training in the Hexagon Tool to DELT members on October 7, 2020 from 9:30-11:00 AM; and
 - iii. Support participation of one (1) district administrator in the Yancy Forums.
 - b. District will:
 - i. Reconvene the DELT and District Equity Leadership Team Advisory (DELTA);
 - ii. Schedule and complete seven technical assistance meetings with the SERC coaches, all seven of which must be completed by December 11, 2020;
 - iii. Ensure participation of DELT members in Hexagon Tool training on October 7, 2020;
 - iv. Facilitate participation of district administrator in the Yancy Forums;
 - v. Develop a sustainability plan aligned with the district’s action plans and equity policies created during the first two years of the grant; and
 - vi. Submit the sustainability plan by December 31, 2020.
5. **FUNDING**: SERC agrees to pay any presenter, registration, and tuition fees associated with the activities described in Paragraph 4 above. No funds will be paid directly to District. SERC and the District agree that there is mutual benefit in the undertaking of the activities described in Paragraph 4 above.

6. **CANCELLATION:** This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by either SERC or the District with a fifteen (15) calendar day prior written notice.
7. **LIABILITIES OF THE PARTIES:** The District shall be solely responsible for any act or omission of the District, including its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this MOU. The District further agrees that SERC, including their officers, agents, employees, and independent contractors, shall not be liable for any loss resulting from any act or omission by the District, including its officers, agents, employees, and independent contractors arising from this MOU.
SERC shall be solely responsible for any act or omission of SERC including its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this MOU. SERC further agrees that District, including their officers, agents, employees, and independent contractors, shall not be liable for any loss resulting from any act or omission by the SERC, including its officers, agents, employees, and independent contractors arising from this MOU.
8. **NOTICES:** Both parties agree that the representatives of the parties listed below will be the first contacts regarding any questions and problems that may arise during implementation or operation of this MOU. Wherever under this MOU one party is required to give notice to the other, such notice shall be deemed given delivery, email sufficient with a read receipt requested. Notices shall be addressed as follows:
- a. If to the District: 236 Grand Street Waterbury, CT 06702
Attn: Jackie Davis, jdavis@waterbury.k12.ct.us
 - b. If to SERC: 100 Roscommon Drive, Suite 110, Middletown, CT 06457.
Attn: Janet Zarchen, zarchen@ctserc.org.
- Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided herein. Copies of correspondence related to any modification, amendment, extension, or termination of this MOU, or any other legal matter pertaining hereto, shall be furnished to the aforementioned individuals with additional copies to: Michelle Weaver, SERC General Counsel, 100 Roscommon Drive, Suite 110, Middletown, CT 06457, weaver@ctserc.org.
9. **AUTHORIZATION:** By signing below, all parties represent that they are authorized to execute this MOU and are bound to all terms of the MOU, along with all related or affiliated institutions, individuals, employees, or contractors who may have access to data received pursuant to this MOU or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The parties have executed this MOU by their duly authorized representatives. By signing this MOU the parties signify that each understands and will comply with the conditions stated herein. The District represents that it is free to enter into this MOU and that this engagement does not violate the terms of any agreement between the District and any third party.
10. **APPLICABLE LAW:** This MOA shall be governed by the laws of the State of Connecticut without regard to principles of conflicts of laws. SERC and the District shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this MOU and which in any manner affect the work or its conduct.

11. **MERGER:** This MOU shall not be terminated by the merger or consolidation of SERC or the District into or with any other entity.
12. **ATTACHMENTS:** Appendix A “Ethics and Conflicts of Interest” is hereby incorporated by reference and made a part of this MOU.
13. **ENTIRE UNDERSTANDING:** This MOU and any appendices or exhibits referenced herein constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the parties. The terms of this MOU may be modified only upon a written amendment agreement executed by all parties to this MOU.
14. **HEADINGS:** Section headings are parts of this MOU but are not intended to be a full and accurate description of the contents hereof.
15. **WAIVER:** The failure of either party to require performance by the other party of any provision of this MOU shall not affect the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this MOU be taken or held to be a waiver of the provision itself.
16. **ASSIGNMENT:** The District shall not assign any of its rights under this MOU, or delegate the performance of any of its duties hereunder, without the prior written consent of SERC.
17. **SEVERABILITY:** The provisions of this MOU are independent of one another, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.
18. **UNENFORCEABILITY OF PROVISIONS:** If any provision of this MOU, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this MOU shall nevertheless remain in full force and effect.
19. **SUCCESSORS AND ASSIGNS:** All of the provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
20. **ARBITRATION:** Any controversy, claim, or counterclaim arising out of the terms of this MOU or its interpretation between SERC and the District shall be resolved in Connecticut by binding arbitration under this Arbitration section and the Commercial Rules and supervision of the American Arbitration Association (hereinafter “AAA”). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held at SERC’s offices in Middletown, CT or in another place and format agreed upon by the parties. The arbitration will be conducted by an arbitrator that is knowledgeable with respect to the education profession. SERC and the District will agree upon and select one (1) arbitrator together. The arbitrator’s award will be final and binding and may be entered in any court having jurisdiction. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the MOU.

Each party will bear its own attorney’s fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the

arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees that are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state of Connecticut. In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the undersigned have executed this MOU. The parties hereto agree that electronic or digital signatures shall be as effective as if originals.

Please sign, keep a copy for your records, and return the original to SERC within seven (7) calendar days of receipt to the attention of: Holly King, Contracts Manager, 100 Roscommon Drive, Suite 110, Middletown, CT 06457: king@ctserc.org.

Both parties have read, understand, and fully agree with all terms and execute this MOA as set forth below:

Waterbury Public Schools

Signature: _____

Date: _____

By: Mayor

Signature: _____

Date _____

By: Dr. Verna Ruffin vruffin@waterbury.k12.ct.us

SERC

Signature: _____

Date _____

By: Ingrid M. Canady, Executive Director
canady@ctserc.org

It is the policy of the State Education Resource Center (SERC) that no person shall be discriminated against or excluded from participation in any SERC programs and activities on the basis of race, color, religion, age, marital or civil union status, national origin, ancestry, sex/gender, intellectual disability, physical disability, political beliefs, or sexual orientation.

Appendix 1

Ethics and Conflicts of Interests

1. Interest of City Officials

1.1 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.

2. Prohibition Against Gratuities and Kickbacks

2.1 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.

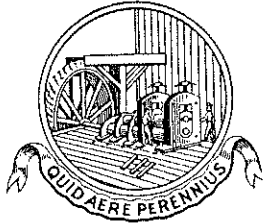
2.2 No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

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

2.4 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.

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.



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

September 25, 2020

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

And

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

Re: Approval of a Contract between City of Waterbury and
Community Mental Health Affiliates, Inc.

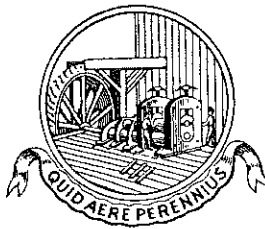
Dear Honorable Members of the Board of Aldermen and Board of
Education:

I respectfully request that you approve a contract between
the City of Waterbury and Community Mental Health Affiliates, Inc.
for the implementation in the Waterbury Public Schools of an
evidence based group treatment program to children who are
suffering from traumatic stress.

The parties will collaborate to provide Cognitive Behavioral
Therapy for Trauma in Schools (CBITS) and/or Bounce Back (BB), two
evidence based programs which help to reduce the effects of
trauma on children. The contract sets forth each party's role and
responsibilities.

This contract did not go out to bid. Under Section 38.029(B) of
the Procurement Ordinance, contracts involving professional
services such as those involved with this contract are exempt from
bidding.

There is no cost associated with the contract which covers
the 2020-2021 school year with a one year option to renew by
agreement of the parties. A tax clearance is being obtained and
will be submitted when received.



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

In conclusion, I respectfully request that the contract between the City of Waterbury and Community Health Affiliates, Inc. I appreciate your consideration in this important matter.

Sincerely,

Katharine Gabrielson

Enc. contract

Memorandum of Understanding
between
Community Mental Health Affiliates
and
City of Waterbury

This Memorandum of Understanding (MOU) sets forth the terms and understanding between **Community Mental Health Affiliates** and the City of Waterbury for **Cognitive Behavioral Intervention for Trauma in Schools (CBITS)** and **Bounce Back (BB)** to be provided to students attending **Waterbury Public Schools**.

Background

This collaboration exemplifies a joint effort to provide evidence-based group treatment to children who are suffering from traumatic stress. The group model(s) that we will work together to implement are Cognitive Behavioral Therapy for Trauma in Schools (CBITS) and/or Bounce Back (BB). Our shared goals are to improve access to CBITS/BB for children connected to our partnership, improve the quality of CBITS/BB provided, and to ensure optimal outcomes for children and families affected by trauma.

Purpose

This MOU will assist in reaching the following goals:

- Screening students so as to gain a greater awareness of their exposure to trauma or traumatic stress and associated symptomology
- Improve access to CBITS/BB for students suffering from trauma
- Achieve collaborative, quality implementation of CBITS/BB
- Demonstrate improved child outcomes for children receiving CBITS/BB

The above goals will be accomplished by undertaking the following activities, broken down by phase of implementation:

Prescreening/consent

Caregiver consent procedures should be discussed and approved by **Waterbury Public Schools** prior to distribution. **Waterbury Public Schools** can decide if they want to use the standard school or district consent form as template or if they prefer to create CBITS/BB specific consent form. **Community Mental Health Affiliates** must assist **Waterbury Public Schools** in creating consent form. **Waterbury Public Schools** will either upload **Community Mental Health Affiliates** provided consent form onto **Community Mental Health Affiliates** letterhead or create their own consent form and place on **Waterbury Public Schools** letterhead for dissemination to identified caregivers/students.

Waterbury Public Schools must assist **Community Mental Health Affiliates** in obtaining a parent/caregiver consent to screen referred students. Assistance includes partnering to make

phone calls to caregivers, providing information regarding the benefits of screening and treatment, developing an incentive program for the returning of screening consent forms, and in identifying useful outreach protocol for caregivers. **Community Mental Health Affiliates** will assist **Waterbury Public Schools** in identifying a way to present information about CBITS/BB to caregivers that will allow caregivers the opportunity to ask questions and complete necessary documentation.

Community Mental Health Affiliates and **Waterbury Public Schools** administrators/key personnel will collaboratively develop a plan for identification of students, outreach to caregivers, and logistics around implementing groups. **Waterbury Public Schools** will create a referral process that enables **Community Mental Health Affiliates** to identify students to be screened. **Waterbury Public Schools** will ensure that **Community Mental Health Affiliates** is supported in finding confidential space to speak with students and/or caregivers about the CBITS Initiative.

Screening

Screening for Evidence Based Practices requires utilization of standardized assessment measures to screen children for appropriateness for CBITS/BB, to determine their clinical needs, and monitor their progress. **Waterbury Public Schools** will identify a confidential/quiet location and time/protocol for the screening that considers the most orderly and discreet method for engaging students. **Community Mental Health Affiliates** will be responsible for proctoring the screening. In order to ensure confidentiality, student ID numbers may be used in place of student names.

Community Mental Health Affiliates will be required to furnish, collect, and score the screens. **Community Mental Health Affiliates** will be responsible for informing **Waterbury Public Schools** of outcomes of screening via scheduling a post-screening meeting to review results provided that **Community Mental Health Affiliates** received a copy of the initial consent form. **Waterbury Public Schools** and **Community Mental Health Affiliates** will collaborate to encourage eligible students to participate. **Community Mental Health Affiliates** will also review screening results with the parents/caregivers and will follow up with its own consent to treat process if the parents/caregivers decide to enroll their child in CBITS/BB.

Community Mental Health Affiliates will furnish these assessments, which are required for CBITS/BB participation:

- Trauma Exposure Checklist (TEC): 17 item measure of exposure to potentially traumatic events (youth completed)
- Child Posttraumatic Stress Scale (CPSS): 17 item measure of PTSD symptoms (youth completed; pre- and post-group)
- Ohio Scales: 40 items measuring problem behavior and functioning (youth completed; pre- and post-group)
- Youth Services Survey for Families (YSS-F): 26 items measuring treatment satisfaction (parent completed; post-group only)

Group Implementation

Community Mental Health Affiliates and **Waterbury Public Schools** staff identified as a CBITS or BB facilitators will mutually ensure that group modules, parent/teacher/individual sessions, and case management are completed while maintaining fidelity to the CBITS/BB model. Case and group management includes identifying a consistent, confidential location in which to hold weekly groups, identifying confidential location to hold individual/teacher/parent sessions as needed, outreach (telephonic or face-to-face) with caregivers, making copies of all worksheets and handouts for each module, obtaining and furnishing all necessary materials for each module, identifying any supports/referrals that are needed for students and families as the group progresses and at the end of the group (based on student/caregiver request or based on outcomes of post-assessments), creating a referral list or template that identifies community- or school-based resources, completing EBP tracker data entry, and identifying alternate group days/times in the event that a group is cancelled due to unforeseen circumstances, and scheduling/organizing the completion of discharge assessment measures.

Reporting

Child level data are collected by **Community Mental Health Affiliates** and are entered into EBP Tracker, a secure, statewide database for child behavioral health EBPs. Names, school ID numbers, and other client identifiers are not collected in EBP Tracker. Under HIPAA, the data collected are considered a Limited Data Set. CHDI maintains a contract and Data Use Agreement with each provider/school in order to ensure all data is protected.

Community Mental Health Affiliates and **Waterbury Public Schools** will individually evaluate the effectiveness of implementation on a continuous basis. If either party believes that adherence to the agreement is not occurring, that party will request a meeting with the other party to discuss the potential non-adherence and develop a joint corrective action plan as needed.

Indemnification

The parties shall protect, defend, and indemnify one another, one another's Board members, officers, agents, volunteers, and employees from any and all liabilities, claims, liens, demands, costs, and judgments, including court costs, costs of administrative proceedings, and attorney's fees, which arise out of the occupancy, use, service, operations, performance or nonperformance of work, or failure to comply with federal, state, or local laws, ordinances, codes, rules and regulations, or court or administrative decisions, negligent acts, intentional wrongdoing, or omissions by either party, its officers, employees, agents, representatives, or subcontractors in connection with this Agreement. Nothing herein shall be construed as a waiver of any public or governmental immunity granted to the City of Waterbury or to **Community Mental Health Affiliates, Inc.** and/or any respective representative statute or court decisions.

Insurance.

Community Mental Health Affiliates, Inc. shall maintain in effect at all times during the term of the MOU, the following minimum insurance coverage. All policies shall be written with carriers approved by the State of Connecticut and with a minimum AM Best's Rating of A-

VIII.

<u>General Liability:</u>	\$1,000,000 each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate
<u>Auto Liability:</u>	\$1,000,000 Combined Single Limit each Accident Any Auto, All Owned and Hired Autos
<u>Workers Compensation:</u>	WC Statutory Limits Employer Liability (EL) \$500,000 EL each Accident \$500,000 EL each Employee \$500,000 EL Disease Policy Limits
<u>Excess/Umbrella Liability:</u>	\$1,000,000 each Occurrence \$1,000,000 Aggregate
<u>Professional Liability/E&O:</u>	\$1,000,000 each Wrongful Act \$1,000,000 Aggregate
<u>Abuse/Molestation Liability:</u>	\$1,000,000 each Occurrence \$1,000,000 Aggregate

The **City of Waterbury** and its **Board of Education** must be listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except for Workers Compensation and Professional Liability. The **City of Waterbury** shall name **Community Mental Health Affiliates, Inc.** as additional insured on its general liability insurance policy.

Confidentiality/FERPA.

Community Mental Health Affiliates, Inc. 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, etc. **Community Mental Health Affiliates, Inc.** shall further ensure that its employees, agents, or anyone performing work on its behalf under the terms of this MOU shall strictly adhere to all 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, etc.

Any and all materials contained in **City of Waterbury** student files that are entrusted to **Community Mental Health Affiliates, Inc.** or gathered by **Community Mental Health Affiliates, Inc.** in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the **City of Waterbury** or gathered by **Community Mental Health Affiliates, Inc.** shall be used solely for the purposes of providing services under this MOU.

Community Mental Health Affiliates, Inc. acknowledges that in the course of providing services under this MOU, it may come into the possession of education records of **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) **Community Mental Health Affiliates, Inc.** and the **City of Waterbury** shall comply with the requirements of said statute and regulations, as amended from time to time and **Community Mental Health Affiliates, Inc.** agrees to use information obtained from the **City of Waterbury** 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, **Community Mental Health Affiliates, Inc.** has no authority to make disclosures of any information from education records.

Criminal Background Check and DCF Registry Check.

Community Mental Health Affiliates, Inc. Shall provide state police and DCF background checks on all job candidates before a formal offer of employment **Community Mental Health Affiliates, Inc.** shall further ensure, and represents to the City that any person who will have direct contact with any students 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. **Community Mental Health Affiliates, Inc.** shall not permit any person with a disqualifying criminal history to have direct contact with any students.

Funding

This MOU is not a commitment to funds, rather an understanding of the respective and collective roles for both **Waterbury Public Schools** and **Community Mental Health Affiliates**.

Duration

This MOU shall be effective as of September 1, 2020 and shall terminate on August 31, 2021. **The City of Waterbury** shall have the option to extend this MOU for one additional one-year term, upon the same terms and conditions as set forth herein, by giving notice to **Community Mental Health Associates, Inc.** at least thirty (30) days prior to the end of the initial term.

Contact Information

School name: Waterbury Public School
School representative: Katharine Gabrielson
Position: Director of Pupil Services
Address: 236 Grand St. Room 250

Telephone: 203-574-8017

Fax: 203-346-3509

E-mail: kgabrielson@waterbury.k12.ct.us

Community Mental Health Affiliates

Christopher Marino, LPC

Assistant Clinical Director

255 Bank Street, 4th floor, Waterbury, CT 06702

Telephone: 203.596.9724 x1366

Fax: 203.759.0566

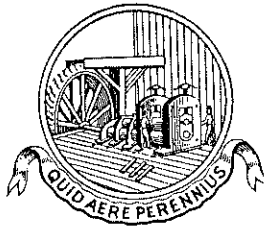
cmarino@cmhacc.org

Neil M. O'Leary, Mayor

Date: _____

Raymond J. Gorman, President & CEO
Community Mental Health Affiliates, Inc.

Date: _____



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

September 25, 2020

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

And

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

Re: Approval of Contract between City of Waterbury and Children's
Community School

Dear Honorable Board of Aldermen and Board of Education:

The Department of Special Education requests your approval of a contract for a student prevocational and employment training program for students with disabilities located at Children's Community School, Waterbury, CT. Under federal and state law, the District is required to provide these kinds of transition services to students with disabilities. With Children's Community School's collaboration and use of its facility, the Waterbury School District is able to offer its students valuable and unique transition experiences.

The contract was not put out to bid. As you know, Section 38.029 of the Waterbury Purchasing Ordinance exempts goods and services for students with disabilities from the city's competitive bid process. No cost is associated with the contract and the contract term is three years, from October 1, 2020 through June 30, 2023. I am obtaining the disclosure and tax clearance.



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

In conclusion, my office requests that you approve the contract between the City of Waterbury and Children's Community School for a prevocational and employment training program for Waterbury students with disabilities.

Sincerely,

Katharine Gabrielson

Enc. contract

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
CHILDRENS COMMUNITY SCHOOL, INC.
FOR
TRANSITION SERVICES - SPECIAL EDUCATION

THIS AGREEMENT ("Contract" or "Agreement"), effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury (the "City"), 235 Grand Street, Waterbury, Connecticut, 06702, and Childrens Community School, Inc., (the "Contractor" or "Facility"), a duly registered domestic non-stock corporation, located at 31 Wolcott Street, Waterbury, Connecticut (jointly referred to as the "Parties" to this Agreement).

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

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

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

- A. Community Based Training (CBT). Students shall receive transition services up to two (2) days per week, for no more than one and one-half (1.5) hours per day, and

no more than a total of three (3) hours per week. In addition to the Contractor's staff, the City will provide supervising school staff members (teachers and/or paraprofessionals), on site, as needed and determined by the City and the student's I.E.P. The City will be responsible for the planning, implementation, evaluation of the transition services of each student selected by the City. The City will provide transportation for each student attending said program.

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

2. Payment

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

3. Term

The term of this Agreement shall be for the school years October 1, 2020 to June 30, 2023, or any part thereof.

4. Representation Regarding Qualification

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

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

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

5. Confidentiality & Student Data Privacy

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

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

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

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

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

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

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

6. **Indemnification**

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

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

7. Failure to Maintain Insurance

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

8. Discriminatory Practices

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

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

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

9. Assignability

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

10. Interest of City Official

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

11. Prohibition Against Gratuities and Kickbacks

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

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

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

12. Prohibition Against Contingency Fees

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

13. City of Waterbury's Ethics Code Ordinance

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

14. Entire Agreement

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

15. Independent Contractor Relationship

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

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

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

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

16. Severability

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

17. Termination

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

18. Force Majeure

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

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

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

18. Governing Laws

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

(The next page is the signature page.)

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

WITNESS:

CITY OF WATERBURY

By: _____

Neil M. O'Leary
Mayor, City of Waterbury

Print name

Date: _____

WITNESS:

CHILDRENS COMMUNITY
SCHOOL:

Allison Croce

By: Katherine M. Sniffin

Allison Croce

Print name

Katherine M. Sniffin - Principal
Print Name and Title

Date: 9/21/2020

SCHEDULE A
SCOPE OF SERVICES AND TASK LIST

The Contractor shall provide the following transition services to students designated by the City.

Kitchen Job Tasks- Contractor shall instruct the student assigned to kitchen the following job tasks:

1. Using soap, wash hands in the hand washing sink, dry hands with paper towels and put on gloves.
2. Ask staff for classroom index cards which will contain the classroom number and how many students are in the class. Students arrange index cards on tables according to classrooms.
3. Gathering and placing milk crates/trays from back tables with corresponding index cards.
4. Obtaining supplies from back shelves (plates, napkins, etc.).
5. Counting out correct number of items into each crate/tray.
6. Going to the cooler and counting out correct number of milk and juices into each crate/tray.
7. Counting out correct number of hot or cold breakfast items into each crate/tray.
8. Counting items with staff to insure correct number of items are in crates.
9. Students pick up crates (groups of 2 with staff as needed) walk out of the kitchen and deliver crate to the appropriate class.
10. Proper etiquette upon arrival at classrooms (i.e. knocking on doors and entering rooms, greeting, teacher and waiting for a response to enter.
11. Entering the classroom, students greet teacher and students appropriately (hello or good morning).
12. Placing trays on desk or table as requested by the teacher, unpacking items from crate and arranging them on table upon request.
13. Leaving the room and return to the kitchen for more deliveries.
14. Upon completion of deliveries, students return to kitchen to clean up.
15. Wiping down tables, sweeping floor, and wiping down counter tops, refrigerators, cabinets, and shelves.
16. Wash, dry, and put away, dishes, pots, pans, etc.
17. Returning to classrooms (if needed) to get crates/trays.
18. Cleaning crates/trays and replacing them on tables.
19. Setting up chairs and tables, restocking supplies (straws, napkins, spoons, forks, etc.).
20. Breaking down boxes and walk outside to place in dumpster upon completion of work, students sit at tables and review performance with staff and plan for next visit.

CORPORATE RESOLUTION

Lanita L. Brown-Ealy do hereby certify that I am the duly elected and acting Secretary of CCS, a corporation organized and existing under the laws of the State of CT, do hereby certify that the following facts are true and were taken from the records of said corporation.

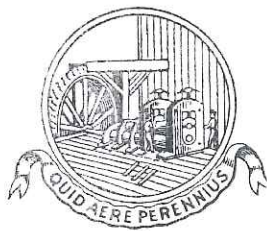
The following resolution was adopted at a meeting of the corporation duly held on the 11 day of August, 2020

It is hereby resolved that William S. [unclear] is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments in and to

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said CCS corporation this 27 day of September, 2020.

Lanita L. Brown-Ealy
Secretary



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

September 24, 2020

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 the Belle Academy of Cosmetology, LLC

Dear Honorable Commissioners and Aldermen:

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

No cost is associated with the contract which covers a three-year term, from October 1, 2020 through June 30, 2023. The transition program includes job shadowing, career planning and job tasks.

Transition services are required to be given to older students with disabilities under the Individuals with Disabilities Education Act (IDEA). This agreement with Belle Academy helps the Waterbury School District provide its students with valuable transition opportunities. The District is very satisfied with the collaboration provided by Belle Academy and looks forward to providing the program in the future.

In conclusion, I respectfully request that the contract with Belle Academy of Cosmetology, LLC be approved.

Sincerely,

Katharine Gabrielson

Enc. Contract

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
BELLE ACADEMY OF COSMETOLOGY, LLC
FOR
TRANSITION SERVICES - SPECIAL EDUCATION

THIS AGREEMENT ("Contract" or "Agreement"), effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury (the "City"), 235 Grand Street, Waterbury, Connecticut, 06702, and Belle Academy of Cosmetology, LLC (the "Contractor" or "Facility"), a duly registered domestic limited liability company, located at 27A South Commons Road, Waterbury, Connecticut 06704 (jointly referred to as the "Parties" to this Agreement).

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

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

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

- A. Community Based Training (CBT). Students shall receive transition services up to two (2) days per week, for no more than one and one-half (1.5) hours per day, and

no more than a total of three (3) hours per week. In addition to the Contractor's staff, the City will provide supervising school staff members (teachers and/or paraprofessionals), on site, as needed and determined by the City and the student's I.E.P. The City will be responsible for the planning, implementation, evaluation of the transition services of each student selected by the City. The City will provide transportation for each student attending said program.

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

2. Payment

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

3. Term

The term of this Agreement shall be for the school years October 1, 2020 to June 30, 2023, or any part thereof.

4. Representation Regarding Qualification

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

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

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

5. Confidentiality & Student Data Privacy

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

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

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

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

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

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

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

6. Indemnification

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

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

7. Failure to Maintain Insurance

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

8. Discriminatory Practices

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

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

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

9. Assignability

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

10. Interest of City Official

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

11. Prohibition Against Gratuities and Kickbacks

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

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

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

12. Prohibition Against Contingency Fees

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

13. City of Waterbury's Ethics Code Ordinance

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

14. Entire Agreement

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

15. Independent Contractor Relationship

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

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

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

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

16. Severability

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

17. Termination

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

18. Force Majeure

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

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

WITNESS:

CITY OF WATERBURY

By: _____

Neil M. O'Leary
Mayor, City of Waterbury

Print name

Date: _____

WITNESS:

BELLE ACADEMY OF
COSMETOLOGY, LLC.

Carolyn Mitchell

By: Michael N. Cavallaro

Carolyn Mitchell
Print name

Michael N. Cavallaro
Print Name and Title

Date: 9/19/2020

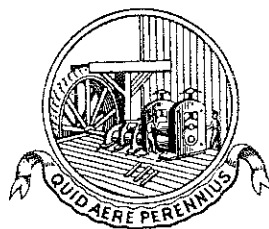
- A. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- B. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
- C. acts of governmental authorities such as expropriation,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

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

18. Governing Laws

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

(The next page is the signature page.)



Item #7

Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

September 24, 2020

Honorable Commissioners of the
Waterbury Board of Education
and
Honorable Aldermen of
Waterbury Board of Aldermen
235 Grand St.
Waterbury, CT 06702

Re: Approval of a contract between the City of Waterbury and Waterbury Youth Services,
Inc.

Dear Honorable Commissioners and Aldermen:

The Department of Pupil Services requests your approval of a contract with Waterbury Youth Service Inc. (WYS). WYS serves as the local youth service bureau for the City of Waterbury. The contract was not put out to bid due to the fact that WYS is the City of Waterbury's designated youth service bureau and the State grant for local youth service bureaus requires a City match of funding. The Director of Purchasing, Kevin McCaffery, found that the WYS is the City's only Youth Service Bureau and is a sole source, exempt from bidding under Section 38.026 of the City's Procurement Ordinance.

The WYS state grant application was done and approved last year. WYS expects to receive an award of \$82,329 this year. State law requires that the City match the amount of state funding. The funding supports truancy prevention services by WYS to students in the Waterbury School District. Waterbury has budgeted \$75,500 in cash and will match the remainder, of \$6,829.00 with an in-kind contribution of services provided to WYS by Waterbury staff. The contract sets forth the truancy procedures, forms and responsibilities. The contract runs from 7/1/20 through 6/30/21. The City has contracted with WYS, Inc. each year for the last several years and is satisfied with their services.

Sincerely,

Katharine Gabrielson

Enc. contract

Truancy Prevention Program 2019-20

Number of students referred: 221

Number of students served: 221

Pre-COVID

Number of students referred prior to COVID: 98

Number of students served prior to COVID: 98

All students received the following:

Prior to COVID:

- **Two phone calls**
- **One letter**
- **Home visit**

54 clients received these services.

The other 44 clients received a face to face interview in addition to the above services, which allowed us to determine the following root causes of their truancy.

Root Causes for Truancy:

Number of Students	Cause of Truancy
3	Homelessness
2	Mental health
8	Sleep issues
2	Parenting issues
1	Court involvement
7	Peer issues
11	Medical
7	Transportation
2	Suspensions
1	Death in family
44	TOTAL

We subsequently provided the following services to these 44 clients to address the root causes of their truancy.

Internal Referrals to WYS Programs:

Positive Youth Development

- 6 students - Linking Academics to Life (high school after school & tutoring program)
- 3 students – 4H Mentoring (grades 3-8 after school group mentoring & tutoring program)
- 1 student – Juvenile Justice Mentoring Program (individual mentoring for youth in JJ system)

Employment Programs

- 1 student – Careerbuilders CNA program (certification and work placement)

Counseling

- 9 students - Youth & Family Emergency Services (crisis counseling: individual & family)

External Referrals to Other Agencies:

Counseling

- 1 student – Community Mental Health Affiliates
- 4 students - Stokes Counseling
- 5 students - Wellmore
- 1 student – Soul Friends
- 1 student – grief counseling
- 3 students – Family and Children's Aid

Basic Needs

- 2 students - Salvation Army
- 1 student - 211
- 2 students – McKinney Vento

Employment Services

- 1 student - United Labor Agency

Positive Youth Development

- 4 students - Nutmeg Big Brother Big Sister

Medical

- 1 student - pediatrician
- 1 student – Alliance Medical Group
- 1 student - psychiatrist

Court

- 1 student – LYNC Program
- 1 student – Probation

Child Protective

- 7 students – Department of Children and Families

Parent Support

- 4 students – FAVOR, Inc.

Transportation

- 1 student – BOE Transportation Director
- 2 students – Husky non-emergency transportation services

School Services

- 2 students – school based health center
- 4 students – school make up credits
- 6 students – PPT
- 8 students – in school counseling
- 6 students – school nurse
- 1 student – school/parent liaison
- 2 students – appeal process

Post-COVID

Number of students referred after COVID: 123

Number of students served after COVID: 123

All clients received the following:

After COVID:

- **Two or three phone calls**
- **Two or three letters**

All students who were contacted after COVID received the following information:

We confirmed that students had school laptops and access to the virtual class room.

Emotional support- case managers checked in with all clients in regards to the uncertainty, difficulties, and losses caused by COVID.

Parents were directed to the DCF Talk It Out Line if they expressed feeling frustrated or overwhelmed by the stressors of the pandemic.

Counseling – all clients were informed of virtual counseling options through Family & Children’s Aid, Wellmore, Stokes Counseling, and Tides of Mind.

211- All clients were informed to call 211 if they were experiencing financial hardship and were in need of food, medical, or financial assistance.

AGREEMENT
between
The City of Waterbury, Connecticut
and
Waterbury Youth Services, Inc.
for
Truancy Prevention Services

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (the "City"), 235 Grand Street, Waterbury, Connecticut and Waterbury Youth Services, Inc. ("WYS" or "Recipient"), located at 83 Prospect St., Waterbury, CT 06702, a duly registered State of Connecticut, non-profit corporation (jointly referred to as the "Parties" to this Agreement).

WHEREAS, Waterbury Youth Service Inc. represents that it has been designated by the State of Connecticut as a Youth Service Bureau, and as such is eligible to apply for, and did apply for the fiscal year 2020-2021 Youth Service Bureau Grant, hereinafter "Grant" from the State of Connecticut Department of Children and Families (hereinafter "DCF") pursuant to C.G.S §10-190; and

WHEREAS, Pursuant to C.G.S. §10-190 the City is required to contribute, to the Recipient, an amount equal to the Grant awarded to the Recipient. The City's contribution shall be no less than fifty percent as a cash match and the remainder as an in-kind match; and

WHEREAS, the Recipient has made application to the City, in a correspondence dated September 2, 2020, requesting a municipal match in cash funds and an in-kind match for the Grant, for the fiscal year July 1, 2020 and ending June 30, 2021 and

WHEREAS, the City desires to provide the matching cash funds and the in-kind match to the Recipient in an amount required by the Grant, pursuant to C.G.S §10-190. The City's obligation to provide matching cash funds and an in-kind match is contingent upon the Recipient's award and receipt of funds for the fiscal year 2020-2021 Grant; and

WHEREAS, The City received notification from DCF that the Grant was awarded in the amount of \$82,329.00 for fiscal year July 1, 2020 to June 30, 2021.

WHEREAS, the City wishes to establish the terms and conditions under which it will make the matching grant funds and in-kind match available to the Recipient thereby enabling the Recipient to accomplish goals and further projects enumerated in its Grant narrative.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Scope of Services.** The Recipient shall furnish all of the services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to provide such services as specified in this Agreement, as well as all requirements set forth in the Grant by DCF and such

shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards.

1.1 The Project consists of services to be provided to the City of Waterbury youth which are further set forth in **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- 1.1.1 State of Connecticut Department of Children and Families Youth Service Bureau Grant Application, dated July 17, 2019 (incorporated herein by reference);
- 1.1.2 Scope of Services, (consisting of 1 page);
- 1.2-3 Truancy Service Forms, entitled Forms A-F, (consisting of 6 pages).
 - Form A – School Excessive Absence/Truancy Referral
 - Form B- Waterbury Youth Service System Letter
 - Form C- WYS Home Visit Report
 - Form D-WYS Referral to Service Provider
 - Form E-WYS Truancy Intervention Summary
 - Form F-Intervention and Assessment Log

1.2 The Recipient shall comply with all provisions of the Youth Services Bureau Grant and shall maintain a Youth Service Board in compliance with and in accordance with the membership requirements as set forth in the Grant. The Recipient shall provide a proposed itemized budget to the City of Waterbury for 2020-2021 30 days prior to the implementation of that budget and shall submit the final budget as approved by the State within 30 days of such approval. The Budget shall include documentation as to proposed Grant expenses for the City's cash contribution as well as for the funds received under the Grant by the "recipient" from DCF.

1.3 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 Recipient.

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

2.1 **Representations regarding Personnel.** The Recipient 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 by the City in writing. As set forth above, all the services required hereunder shall be performed by the Recipient 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 Recipient hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Recipient and/or its employees be licensed, certified, registered, or otherwise qualified with a criminal background check, the Recipient and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Recipient shall provide to the City a copy of the Recipient's licenses, certifications, registrations, etc.

3. Responsibilities of the Recipient.

3.1 Criminal Background Check and DCF Registry Check. The Recipient shall ensure, and represents to the City, that any employee 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 Recipient shall further ensure, and represents to the City that any person 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 Recipient shall not permit any person with a disqualifying criminal history to have direct contact with a student.

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

3.2.1 Any and all materials contained in City of Waterbury student files that are entrusted to Recipient or gathered by the Recipient 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 Recipient shall be used solely for the purposes of providing services under this Agreement.

3.2.2 Recipient 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). Recipient and City shall comply with the requirements of said statute and regulations, as amended from time to time and Recipient 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, Recipient has no authority to make disclosures of any information from education records. Recipient shall instruct its employees of their obligations to comply with FERPA.

3.3 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 Recipient.

3.3.1 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Recipient 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 Recipient. 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 Recipient 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 Recipient 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.

3.3.2 The Recipient shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.3.3 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Recipient receives a request to review Student Data in the Recipient's possession directly from a student, parent, or guardian, the Recipient agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Recipient 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 Recipient, and correct any erroneous information therein.

3.3.4 The Recipient shall take actions designed to ensure the security and confidentiality of student data.

3.3.5 The Recipient 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 Recipient of a breach of Student Data, the Recipient 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.

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

3.3.7 The Recipient 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.

3.3.8 The Recipient 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.

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

3.4 **Use of City Property.** To the extent the Recipient is required to be on City property to render its services hereunder, the Recipient shall have access to such areas of City property as the City and the Recipient agree are necessary for the performance of the Recipient's services under this Agreement (the "Site" or the "Premises") and at such times as the City and the Recipient may mutually agree. Recipient shall perform all services in full compliance with Local, State and Federal health and safety regulations. All services hereunder shall be performed in a safe manner. Recipient 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 Recipient, City may, but shall not be required to, correct same at Recipient's expense. City shall confirm in writing any oral notice given within five (5) days thereafter.

3.5 Publicity. Recipient agrees not to deliberately disclose the fact that the City has entered into or terminated this Agreement or disclose any of the terms of the Agreement or use City's name in connection with any publicity, unless City gives prior written consent to such use of City's name in each instance, which approval will not be unreasonably or arbitrarily withheld. Nothing contained herein shall limit the Recipient's ability to fully comply with all applicable laws and regulations regarding compliance reporting including but not limited to federal and state tax information filing, responding to freedom of information regulations, if applicable, per requirements of governmental agencies and to comply with laws and regulations governing mandatory reporters and to comply with subpoenas and orders of Courts of competent jurisdiction.

3.6 Standard of Performance. All services, materials or equipment, shall conform in all respects with the requirements of all this Agreement. The standard of care and skill for all services performed by the Recipient shall be that standard of care and skill ordinarily used by other members of the Recipient's profession practicing under the same or similar conditions at the same time and in the same locality. The Recipient's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.7 Recipient's Employees. The Recipient 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 and shall insure that staff assigned to services funded by this grant are qualified.

3.8 Due Diligence Obligation. The Recipient acknowledges its responsibilities to examine and to be thoroughly familiar with the City's requirements, including, but not limited to all requirements set forth in the 2019-2020 Grant by DCF. The Recipient hereby warrants and represents that prior to the submission of its application during the application process it reviewed or was afforded opportunity, by the City, to review, if applicable, 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 Agreement and thereby warrants that:

3.8.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal.

3.8.2 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.

3.8.4 has familiarized itself with the nature and extent of the Contract Services, 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.

3.8.5 agrees that the Attachment A Documents are sufficient in scope and detail to indicate and convey understanding of all the conditions for performance of the Work.

3.9 Reporting Requirement. The Recipient shall, at its own expense, provide to the City and the State of Connecticut a timely filed, certified audited statement, signed by a Certified Public Accountant, of all funds held or received by the Recipient regardless of the source of said funds. Said statement shall be provided to the City within One Hundred Sixty (160) Days following the expiration of the Recipient's fiscal year during which grant funds were received pursuant to this Agreement. Audits shall be performed and audited statements shall be prepared in accordance with generally accepted accounting principles and auditing standards. All audit reports, statements, and auditor's recommendations shall be available in their original form to the City. The Recipient represents that it shall permit the City or its duly authorized representatives to examine, review, audit or copy any records, books or other documents of the Recipient relating to the use of grant funds by the Recipient or to the Recipient's compliance with any provision of this contract. Said records shall be kept in a manner which follows accepted accounting practices and which enables the City to verify the amounts spent as well as that the Recipient only expended funds for allowable purposes. The records and accounts of the Recipient with respect to the Youth Services System State Grant, matching City Grant and any other Grant from the City shall be made available in the Recipient's business office for audit, upon request by authorized representatives of the City.

3.9.1 The Recipient agrees that it shall preserve all of its records and accounts concerning the use of grant funds, or concerning the Recipient's compliance with the provisions of this contract for a minimum period of seven (7) years, or as required by law, whichever is longer, years after final payment under this contract. If any litigation, claim or audit is commenced before the expiration of the seven-year period, the records shall be retained until such suits, claims or audit findings have been resolved.

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

5. Term. The term of this Agreement shall be for the fiscal year commencing July 1, 2020 and terminating on June 30, 2021.

6. **Matching Funds.** The City's obligation to contribute a cash and in-kind match equal to the Grant awarded to the Recipient, is contingent upon the receipt of the Grant funds awarded to WYS for the 2020-2021 fiscal year in the amount of \$82,329.00.

6.1 **Cash Matching Funds.** Upon receipt of the Grant by WYS, the City shall provide the Recipient cash matching funds in the amount up to, Seventy-Five Thousand Five Hundred Dollars (\$75,500.00) which shall be allocated as follows:

6.1.1 Fifty Thousand Five Hundred Dollars (\$50,500.00) to be allocated for services under the Truancy Program; and

6.1.2 Twenty-Five Thousand Dollars (\$25,000.00) to be allocated for administrative support

6.2. The parties acknowledge that the amount of contribution from the City must be equal to the amount of the Youth Service Bureau Grant received by WYS. Therefore, the City's match is contingent upon the amount received in grant funds from the State of Connecticut.

6.2.1 Upon Receipt of the Grant by WYS, the City's cash matching funds shall be paid to the Recipient as follows:

6.2.1.1 An amount up to \$25,000.00 administrative support fee and an amount up to \$25,250.00 related to the truancy programs shall be paid on February 15, 2021.

6.2.1.2 A payment in the amount up to \$12,625.00 will be paid on March 31st.

6.2.1.3 A payment of an amount up to \$12,625.00 will be paid on June 30th.

6.2.2 Provided, however, the City reserves the right, upon five (5) days written notice to the Recipient to disburse any or all grant funds made available hereunder directly to the vendors on behalf of the Recipient. Notwithstanding any other provision hereof, the City reserves the right, at its sole discretion, in the event of unforeseen financial difficulty or need, to cancel this Agreement or to terminate, reduce or otherwise modify either the schedule or amount of any subsequent payments authorized hereunder, at any time, without further obligation of any kind to the Recipient.

6.2.3 The cash matching funds itemized in section (ii) above shall be paid upon submission and approval of an invoice from the Recipient to the City.

6.3 **In-Kind Match.** The City shall provide the Recipient with an in-kind match which is equivalent to the difference between the total amount of the Grant received and the cash match to be contributed by the City. The in-kind match may represent the partial salary and

benefits of a City of Waterbury employee who will assist, participate or provide support to the Truancy Program as the in-kind match.

6.4 Use of Funds. The Recipient represents that it will use all grant funds received by it hereunder solely for purposes specified in this Agreement and Attachment A which is attached hereto and made part hereof and for no other purposes.

6.5 Limitation of Payment. Grant Funds payable to the Recipient is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Recipient's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Recipient's invoices shall reference the Grant approval by the City and be in a form and content required by the City.

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

6.6 Review of Work. The Recipient shall permit the City or its designee to review, at any time, all services performed under the terms of this Agreement at any stage of the work. The Recipient shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Agreement, settlement of claims or any other matter pertaining to the Recipient's Grant. The City shall not certify fees for payment to the Recipient until the City has determined that the Recipient has provided the service envisioned by the Grant and accepted by the City in accordance with the requirements of this Agreement.

6.7 Application Costs. All costs of the Recipient in preparing its application for said grant funds shall be solely borne by the Recipient and are not included in the compensation to be paid by the City to the Recipient under this Agreement or any other agreement.

6.8 Payment for Services, Materials, Employees. The Recipient shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Agreement. The Recipient 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 Recipient shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Indemnification.

7.1 The Recipient shall indemnify, defend, and hold harmless the City and its boards, the City's 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, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses is caused in whole or in part by any willful or negligent act or omission of the Recipient, its employees, any sub-recipient, 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.

7.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Recipient or any employee of the Recipient, any sub-recipient, 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 7.1, 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 Recipient or any sub-recipient under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8. Recipient's Insurance.

8.1 The Recipient shall not commence work under this Agreement until all insurance required under this Section 8 has been obtained by the Recipient and such insurance has been approved by the City. The Recipient shall not allow any sub-recipient to commence work on any subcontract until all insurance required of any such sub-recipient 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.

8.2 At no additional cost to the City, the Recipient 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 Recipient's obligation under this Agreement, whether such obligations are the Recipient's or sub-recipient or person or entity directly or indirectly employed by said Recipient or sub-recipient, or by any person or entity for whose acts said Recipient or sub-recipient may be liable.

8.3 The Recipient's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional

insured shall be primary/non-contributory insurance and the coverage and limits provided under the Recipient'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. 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 Agreement 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.

8.4 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 Recipient:

8.4.1 General Liability Insurance: 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. \$1,000,000.00 per Occurrence; \$2,000,000 Aggregate, \$2,000,000 Products/ Completed Operations Aggregate;

8.4.2 Automobile Liability Insurance: 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 owned, non-owned vehicle including hired or non-owned vehicles. \$1,000,000.00 combined single limit (CSL);

8.4.3 Workers' Compensation: Recipient shall comply with all State of Connecticut statutes as it relates to workers' compensation. Statutory Limits within the State of Connecticut; Employer Liability (EL); \$500,000 EL Each Accident, \$500,000 EL Disease Each Employee; \$500,000 EL Disease Policy Limit

8.4.5 Excess/Umbrella Liability \$1,000,000 each Occurrence, \$1,000,000.00 Aggregate;

8.4.6 Professional Liability Insurance: \$1,000,000 each Wrongful Act, \$1,000,000.00 Aggregate;

8.4.7 Sexual Abuse/Molestation: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. \$1,000,000.00 each Wrongful Act (or claim if claims made policy); \$1,000,000.00 Aggregate;

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

8.6 Cancellation. The City of Waterbury shall receive written notice of cancellation from the insurer at least 30 calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

8.7 Certificates of Insurance. At the time the Recipient executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability." The Recipient 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 not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Third Floor.

8.8 Upon request the Recipient shall deliver to the City a copy of the Recipient's Certificate of Insurance, insurance policies, endorsements, and riders.

9. This section intentionally left blank.

10. Waiver of Subrogation. Recipient shall procure an appropriate clause in, or endorsement on, each of its policies for General Liability, Auto Liability and Workers' Compensation whereby the insurer waives subrogation or consents to a waiver of the right of recovery against the City, and having obtained such clause or endorsement of waiver of subrogation or consent to waiver of right of recovery, Recipient hereby agrees that it will not make any claim against or seek to recover from City for any loss or damage to property of the type covered by such insurance.

11. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Agreement, the Recipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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 Recipient 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); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

11.1 Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Recipient's work and services shall be secured in advance

and paid by the Recipient. The Recipient shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

11.2 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 Recipient for transactions required or necessitated hereunder between it and its sub-recipients, suppliers, etc. The Recipient remains liable, however, for any applicable tax obligations it incurs. Moreover, the Recipient represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

11.3 Labor and Wages. The Recipient and its sub-recipients shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

11.3.1 The Recipient 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 Agreement.

12. Discriminatory Practices. In performing this Agreement, the Recipient 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 sub-recipient shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with sub-recipients 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.

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

12.2 Equal Opportunity. In its execution of the performance of this Agreement, the Recipient 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 Recipient 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 sub-recipients.

13. Termination.

13.1 Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Recipient, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Recipient 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 Recipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Recipient under this Agreement shall, at the option of the City, become the City's property, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.1 The City may (1) withhold payments under this Agreement to the Recipient (2) cancel, terminate or suspend this Agreement in whole or in part, (3) require the return of all or part of the grant paid to the Recipient hereunder.

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

13.2 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 Recipient. If this Agreement is terminated by the City as provided herein, the Recipient 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 Recipient covered by this Agreement, less payments of compensation previously made.

13.3 Termination for Non-Appropriation or Lack of Funding. The Recipient 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 Recipient 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 for City payment(s) under this Agreement is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-appropriation. If funds to enable the City to effect continued payment under this 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 Recipient.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Recipient for the agreed to level of the products, services and functions to be provided by the Recipient under this Agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Recipient, 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 Agreement 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 Agreement.

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

13.4 Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Recipient 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 Recipient 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 Recipient 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 Recipient may negotiate a mutually acceptable

payment to the Recipient for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

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

13.4.4 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 Agreement, including but not limited to any contracts and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination, (i) the Recipient 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 Recipient 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).

13.5 Ownership of Instruments of Professional Services. The City acknowledges the Recipient's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Agreement, 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 Agreement 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 Recipient shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Recipient's services. Any sub-recipient so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Recipient and shall name the City as an additional insured party and said sub-recipients shall deliver to the City a certificate of insurance evidencing such coverages. All sub-recipients shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Recipient 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 Recipient shall be as fully responsible to the City for the acts and omissions of the Recipient's sub-recipients, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Recipient.

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

17. Audit. The City, its representative, or designee, reserves the right to audit or examine, the Recipient's books of account in relation to this Agreement, the Youth Services Grant or any other program of the Recipient that is funded by the City 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. In the event the City elects to make such an audit, the Recipient shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

18. Interest of Recipient. The Recipient 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 Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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

20. Independent Recipient Relationship. The relationship between the City and the Recipient is that of client and independent Recipient. No agent, employee, or servant of the Recipient shall be deemed to be an employee, agent or servant of the City. The Recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and sub-recipients during the performance of this Agreement. It is the express intention of the parties hereto, and the Recipient hereby agrees and covenants, that it and any and all third party(ies) and sub-recipient(s) retained by the Recipient hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent Recipient 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 Recipient or between the City of Waterbury and any third party(ies) or sub-recipient(s). Thus, the Recipient hereby covenants that it, its sub-recipient(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 Recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, sub-recipients and third party(ies).

21. 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.

22. 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.

23. Conflicts or Disputes. This Agreement represents the full and complete concurrence between the City and the Recipient and governs all disputes between them.

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

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

25. Binding Agreement. The City and the Recipient 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.

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

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

28. Notice. Except as otherwise specifically prohibited 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 City's Using Agency or the Recipient, 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:

Recipient: Waterbury Youth Service System, Inc.
Attn: Kathi M. Crowe
83 Prospect St.
Waterbury, CT 06702

City: City of Waterbury
235 Grand Street
Waterbury, CT 06702

With a copy to: Director of Special Education and Pupil Services
Waterbury Public Schools
236 Grand St., 2nd Floor
Waterbury, CT 06702

29. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person, Waterbury Youth Services (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:

29.1 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.

29.2 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.

29.3 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 sub-recipient, the prime Recipient or higher tier sub-recipient or any Person associated therewith, under a Contract or Purchase Order to the City.

29.4 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.

29.5 Upon a showing that a sub-recipient made a kickback to the City, a prime Recipient or a higher tier sub-recipient 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 sub-recipient making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

29.6 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 (vi), 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 (vi) 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.

29.7 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 (1) 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; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) 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 (4) 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 29.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person

29.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 29.1.1-29.1.7.

29.9 The Recipient 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.

29.10 The Recipient 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 website: <http://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [see link titled "The City of Waterbury- Code of Ordinances (Rev.1/1/14)".

29.11 The Recipient is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1, "An Act Authorizing the Issuance of Certain Bonds by the City of Waterbury."

29.12 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, 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.

29.13 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.

29.14 Prohibition against Contingency Fees. The Recipient 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.

29.15 Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Recipient 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 Recipient records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature page to follow]

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

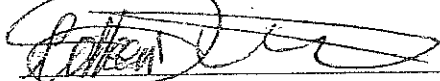
WITNESS:

CITY OF WATERBURY

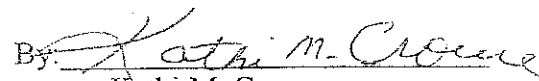
By: _____
Neil M O'Leary, Mayor

Date: _____

WITNESS:


D. Davis
9-24-2020

WATERBURY YOUTH SERVICE, INC.

By: 
Kathi M. Crowe
Executive Director

Date: 9/24/2020

ATTACHMENT A

1. 2019-2021 State of Connecticut Department of Children and Families Youth Service Bureau Grant. Consisting of 31 pages (incorporated herein by reference);
2. Scope of Services, (consisting of 1 page, attached hereto);
4. Truancy Service Forms, entitled Forms A-F, (consisting of 6 pages, attached hereto).
 - Form A – School Excessive Absence/Truancy Referral
 - Form B- Waterbury Youth Services, Inc. Letter
 - Form C- WYS Home Visit Report
 - Form D-WYS Referral to Service Provider
 - Form E-WYS Truancy Intervention Summary
 - Form F-Intervention and Assessment Log

1.1.2 SCOPE OF SERVICES

1.1.2.1. Waterbury Youth Services, Inc. (WYS) agrees to provide truancy prevention work with an adequate number of staff and supervisors who are adequately trained and certified. WYS staff shall work on each School Referral (Form A) that they receive from the Waterbury elementary, middle and high school administrators or their designees, attendance counselors or truancy specialists within 5 school days of receiving it. WYS agrees to provide the following services for each referral:

- 1.1.2.1.1. A letter to family with information; (Form B attached)
- 1.1.2.1.2. Two home visits with a required written report for each; (Form C attached)
- 1.1.2.1.3. Referral(s) to other service providers in the community to directly address family/student needs; (Form D attached)
- 1.1.2.1.4. Written Assessment and Intervention report to the school employee who made the referral and the principal of the student's school describing the above results with an assessment of why the student is truant to be reviewed at monthly meetings with WYS and Waterbury Central Office Staff. (Form E attached)
- 1.1.2.1.5. WYS Employee Daily Activity Log. (Form F attached)

1.1.2.2. WYS is required and agrees to follow all laws and rules regarding the confidentiality of student information as set forth in the Family Education Records Compliance Act (FERPA) and other federal and state laws regulating disclosure of confidential student information. WYS staff visits to the student's school are not included in the scope of services and all school visits made by WYS agents or employees are prohibited unless they are preapproved by the School Principal. WYS agrees to provide immediate notice of any serious problems relating to Waterbury students of which they become aware to the School Principal and to Central Office Staff in Pupil Personnel.

1.1.2.3. WYS agrees not to change any form agreed upon by the parties.

1.1.2.4. WYS shall submit Forms E and F to the Pupil Personnel Office, Waterbury Public Schools, 236 Grand St., 1st Floor, Waterbury, CT 06702. In addition, Forms B, C D and E shall be returned to the school official and/or attendance or truancy officer that referred the student to Waterbury Youth Services no later than 20 school days from the date of the original referral.

FORM A

SCHOOL EXCESSIVE ABSENCE / TRUANCY REFERRAL

TO: WATERBURY YOUTH SERVICES, INC.
83 Prospect Street, Waterbury, CT 06702
Telephone: 203-5743-0264 Fax: 203-755-4835
www.waterburyyouthservices.org

Name of Student: _____ Grade: _____

Address: _____ DOB: _____

Phone Number: _____ Cell Phone: _____

Name of Parent /Guardian: _____

Ethnicity: Hispanic _____ Black _____ White _____ Multi Racial _____ Asian _____

Reason for referral: _____

Actions taken by school: _____

Other Agencies Involved with Student/Family: _____

ATTENDANCE HISTORY (Complete 3 years)

Date of Referral: _____ Date received by WYS: _____

Submitted by: _____ Title: _____

Phone Number: _____

School: _____ Principal Signature: _____
School Code _____

FORM B

[DATE]

Re: [NAME]

[ADDRESS]

Waterbury, CT [ZIP]

[GRADE / SCHOOL]

Dear Parent/Guardian:

Welcome to Waterbury Youth Services, Inc. Your child, [STUDENT], has been referred to our Truancy Prevention & Counseling Program by [SCHOOL] because of a high number of absences or tardies.

As his/her parent/guardian, you are an important part of your child's educational development and you know her/him best. We look forward to working with you to improve your child's attendance. On behalf of the Waterbury School System, Waterbury Youth Services, Inc. offers a free voluntary truancy program to help your child improve attendance.

I will be assisting your family. Please contact me, [CM NAME], at 203-573-0264 extension [***] within one week from the date of this letter. I am available Mondays-Fridays 9:00 a.m.-5:00 p.m. If I am unreachable, please leave your name and a working phone number so that I may return your call.

We are looking forward to working with you and your family.

Sincerely,

[NAME]

WYS Truancy Case Manager

FORM C

WYS HOME VISIT REPORT

NAME OF STUDENT	DATE	TIME	PLACE

Report:

Recommendations for Next Steps of Action to be Taken:

Documentation Left for Family:

Signature of Case Worker: _____

Phone: _____

Date: _____

FORM D
WYS REFERRAL TO SERVICE PROVIDER

NAME AND ADDRESS OF STUDENT	DATE	SCHOOL
Name and Address of Service Provider:		
Reason for Referral:		
Description of Services Requested:		

Signature of Case Worker: _____

FORM E

WYS TRUANCY INTERVENTION SUMMARY

To: School Official/Attendance or Truancy Counselor _____

NAME OF STUDENT	GRADE/SCHOOL	DATE

Summary of WYS services provided to student and his/her family (assessments, intervention or other referral sources):

Reason for Truancy:

Recommendations to School Official/Attendance, Truancy Counselor and or Juvenile Review Board:

Signature of Case Worker: _____

Signature of Supervisor: _____

Phone: _____

Date: _____

FORM F

INTERVENTION AND ASSESSMENT LOG

Student Name: _____

School: _____

[illegible]

SUMMARY
CONSOLIDATED TWO YEAR FEDERAL GRANTS
2020-2022

<u>2019-2021</u>	<u>2020-2022</u>
<u>\$11,337,738</u>	<u>\$11,975,852</u>

Title I Part A – Improving Basic Programs

Public schools are ranked according to public school poverty criteria and divided into poor pupil allocations. Every school is a Title I school and the funds include salaries, benefits and supplemental materials. Set-side funds required under ESSA include transportation, uniforms, school supplies, after school activities and other support for the identified homeless children and youth and funds are set-aside for family engagement activities that are held in the school and in the community and at the district level. Funds are also set aside for the Focus/Turnaround schools and for capital expenses at the private schools. Professional development funds are also set aside for curriculum writing and the training of school staff in school wide programs that align with the School Improvement Plan and Every Student Succeeds Act (ESSA). Funds allocated to schools include supplemental support for students in Mathematics and English Language Arts and family partnerships with the help of the parent liaisons. Title I also funds tutors, hall monitors, truancy/prevention specialists, network specialists, coaches and facilitators. Classrooms and programs for the Office of Early Childhood (OEC) are also Title I funded. The private school entitlement includes Title I tutors, Third Party Providers, educational materials, professional development and family engagement activities.

<u>\$1,078,813</u>	<u>\$1,088,557</u>
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Title IIA – Teacher and Principal Training and Recruiting

Professional Development funds will be used to support salaries, district initiatives and support the Talent and Professional Development Department and partially fund New Teacher Orientation, SEED training and allow staff training per school allocations. The grant funds the salaries of the Grant Human Resource Generalist staff and five newly hired teachers. Funds are also transferred to Title III for ARCTELL training. The private school entitlement is also included for Professional Development only.

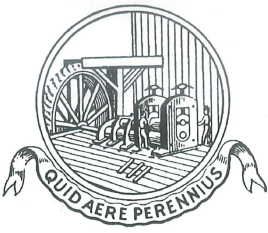
<u>\$790,172</u>	<u>\$817,108</u>
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Title IV Part A – Student Support and Academic Enrichment

The funds will provide the district the opportunity to address three priority areas for all students to have access to a well-rounded education; improve school conditions for student learning and improve the use of technology in order to improve the academic achievement and digital literacy of all students. The funds are offered to public, schools, private schools, parent organization and community organizations. The focus this year includes funding Network Specialist and student mental health.

<u>\$13,206,723</u>	<u>\$13,881,517</u>
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GRAND TOTAL FOR ALL GRANTS



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 346-2340 ♦ Fax (203) 574-8010

Mr. William F. Clark, Esq.
Chief Operating Officer

MEMORANDUM

TO: Honorable Board of Education

FROM: William F. Clark, Chief Operating Officer

DATE: September 29, 2020

SUBJECT: Contract with Catapult Learning for Waterbury Non-Public Schools (Title I) Tutoring Services

Waterbury Public Schools would like to contract with Catapult Learning for tutoring services in core academic subjects, i.e., reading, mathematics, science, etc. for students in Kindergarten through twelfth grade who attend Waterbury Non-Public Schools.

Catapult Learning has provided experienced, certified teachers to serve as tutors for the Waterbury Non-Public Schools in the past, as required by Title 1 Part A of the Elementary and Secondary Education Act. Waterbury Non-Public Schools have been consulted about their tutorial services for Title I students and the contract will cover these requests as they arise. This contract will cover the 2020-2023 school years with a total amount not to exceed \$156,000. The funding will be provided from Title I.

Past interactions with Catapult Learning for tutoring services has been received with much enthusiasm. Corporation Counsel is working to create the contract at this time. We will forward to the Board as soon as it is available. Thank you for your consideration.

WFC/mc

c: Doreen Biolo, Chief Financial Officer
Janice Epperson, Assistant Superintendent
Noreen Buckley, Assistant Superintendent
Linda Riddick-Barron, Grants Supervisor
Suzanne Pleasant, Grants Manager
File

**BOARD OF EDUCATION
Waterbury, Connecticut**

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Finance, the Superintendent recommends the following transfer for fiscal year 2020/2021:

DESCRIPTION	Accounting Unit	Account	From	To
Capital Improvement Fund – BOE Unallocated (Sinking Fund)	60180	547000	(\$1,750,000)	
Special Capital Project - Acquisition & Purchase - For the purchase acquisition of 61 & 67 Southmayd Road and 116 Beecher Avenue	60180	547010		\$1,750,000
Capital Improvement Fund – BOE Unallocated (Sinking Fund)	60180	547000	(\$800,000)	
Special Capital Project - Building Improvement - For the improvement of building at 61 & 67 Southmayd Road and 116 Beecher Avenue	60180	575501		\$800,000
Total			(\$2,550,000)	\$2,550,000

Respectfully submitted ,

Dr. Verna D. Ruffin
Superintendent of Schools



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 346-2340 ♦ Fax (203) 574-8010

Mr. William F. Clark, Esq.
Chief Operating Officer

MEMORANDUM

DATE: September 29, 2020

TO: Commission Jason Van Stone and Rocco Orso

FROM: William F. Clark

RE: Building and School Facilities Committee and Finance Committee Special Meetings September 30, 2020

On behalf of Dr. Verna D. Ruffin and Mayor Neal M. O'Leary it is my pleasure to submit the following recommendations to the Building and School Facilities Committee and the Finance Committee:

The Board of Education has a unique opportunity to engage in the purchase of certain property located at 61 & 67 Southmayd Road AKA 116 Beecher Avenue and 119 Southmayd Road in Waterbury CT.

This property includes a former Elementary School, gymnasium, convent building and expansive parking areas. The overall property contains approximately 3.2 acres. This location can serve as a valuable resource for the District to safely and appropriately house programs which can align to the overall District needs and streamline operations and efficiencies as well as ease some program capacity issues. The Central location of the property represents an opportunity to service our education community both within that area as well as the surrounding areas with existing transportation servicing that area.

In cooperation with the City Finance Department and Corporation Counsel we have done our due diligence and conducted a full review of the property and buildings and have had independent appraisals of the property in order to determine the appropriate value for a purchase price. With the assistance of the City we have negotiated a purchase price which is a fair market value based on the independent appraisals. We also recommend the approval of funds for fit up which would include but not be limited to updating/replacing boilers, LED lighting upgrades, ceiling and floor

upgrades, wiring, technology and phone upgrades and other program specific upgrades and fit up that may be required. We therefore request the following:

Approval of the Purchase of 61 & 67 Southmayd Road AKA 116 Beecher Avenue in Waterbury CT. in the amount of \$1,750,000.00 consistent with the terms and conditions of the purchase agreement negotiated by the Corporation Counsel of the City of Waterbury and subject to the approval of the Board of Aldermen of such Agreement. A Term Sheet outlining the Purchasing Agreement is attached hereto for your reference;

Approval of the reallocation of funds from the Capital Improvement Fund – BOE Unallocated into a Special Capital Project Fund for the purpose of executing the Purchase Agreement of 61 & 67 Southmayd Road AKA 116 Beecher Avenue in Waterbury CT. in the amount of \$1,750,000.00 consistent with the terms and conditions of the Purchase Agreement negotiated by the Corporation Counsel of the City of Waterbury and subject to the approval of the Board of Aldermen of such Agreement; and

Approval of the reallocation of funds from the Capital Improvement Fund – BOE Unallocated into a Special Capital Project Fund for the purpose of fit up, repair and maintenance of 61 & 67 Southmayd Road AKA 116 Beecher Avenue in the amount of \$800,000.00.

Given the lack of properties available within the City of Waterbury as well as the nature of this particular property which has recently served as an educational facility we believe that this is an opportunity that cannot be passed. We may not have such a suitable and appropriate property available in the future.

The City and Board of Education staff are happy to review this recommendation and programming at the pleasure of the Committees.

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

To: Neil O'Leary
From: Linda T. Wihbey, Esq
Date: 8/30/20
Re: 67 Southmayd Road; Mary, Mother of the Church Parish Corporation
P & S Terms Sheet

Parties:

Seller: Mary, Mother of the Church Parish Corporation, by Rev. John. L Lavorgna, its treasurer represented by Atty. Karen J. Casey, Cooney, Scully & Dowling, Hartford, Ct

Buyer: City of Waterbury, by Neil O'Leary, its Mayor, represented by Office of Corporation Counsel

Property: 61 & 67 Southmayd Rd., a.k.a. Beecher Ave., Waterbury Land records Lot #28, Block #119, Map # 366, a.k.a. Saint Peter & Paul School and convent annex.

- "As is condition"
- Schedule A personal property inventory
- Title by Warranty deed; restrictions include not to be used as aa secure residential facility, drug dispensary, substance abuse counseling, alternative to incarceration, reform or penal institution
- Buyer (- COW not to use the name "St. Peter & Paul" or "Mary Mother of Church" in operations, activities or property identification

Purchase Price: \$1,750,000; \$10,000 deposit upon execution of P & S.

Closing: November 15, 2020

From execution of P & S:

30 days: City to complete title review

45 days: City due diligence period including approvals – City Plan, BOA, inspections and environmental review: Building, zoning

45 days: Seller to obtain canonical authorizations for the sale

Personal Property: inventory excludes select memorabilia white tables and folding chairs in gym; religious items, etc. Listing room by room;

Communications



Packet week ending 9-29-20



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

September 11, 2020

Kevin DeGroate, Sr.
40 Byam Rd., #1
Waterbury, CT 06705

Dear Mr. Deroate, Sr.:

Your name is being certified to the Department of Education – Crosby High School for the position of Maintainer II (Req. #2021099) at \$17.06 per hour. Please call Joanna Crudele, Principal @ Crosby High School to discuss the details of the position. The telephone number is (203) 574-8061.

Failure to call the above named individual by September 18, 2020 will result in your name being removed from the eligibility list.

We have scheduled your orientation for Thursday, September 17, 2020 at 9:00 a.m. at the Department of Public Health, located at 185 South Main Street, One Jefferson Square Building in Waterbury. Please report to the Lower Level, Garden Room. Park in the ramp garage across the street from the Health Department. Bring your ticket with you to orientation and we will validate it.

You must attend the orientation session in order to be certified to this position. Your first day reporting to your new department/supervisor will be September 17, 2020 after orientation.

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

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
Joanna Crudele, Principal @ Crosby HS



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

September 18, 2020

Volume 20 – Issue #6

Face Mask Policy Updated, Again: Two recent actions by the State Department of Education (SDE) necessitated revisions to the face masks/coverings policy. The SDE issued “Addendum 11” on August 31, 2020 and “Volume 3” of its “Frequently Asked Questions Regarding Reopening K-12 Public Schools” series on September 2, 2020. Governor Lamont’s Executive Order 7NNN, issued on August 14, 2020, mandated the wearing of face masks/coverings, with limited exemptions for those with a medical condition. This order requires the use of face masks/coverings for all students and staff when they are inside any school building. Schools are required to provide a face mask to any staff member or student who does not have one on any given school day or be prepared to deny entry to individuals who arrive at a school without a face covering. SDE also indicated that the facial coverings may also be required in certain situations outside the school building, including during outdoor instruction, extracurricular curricular activities, arrival and departure from the school and on school buses.

Originally, the medical exemption required written documentation from a licensed medical provider, the Department of Developmental Services or another state agency providing or supporting services to people with disabilities. The documentation did not need to name or describe the qualifying condition. Additional qualifying information is provided by the SDE documents of August 31 and September 2.

The SDE stated that the need for the medical exemption “is rare.” It believes such exemptions “are generally limited to individuals suffering from severe chronic obstructive pulmonary disease (COPD) such as might be seen with cystic fibrosis, severe emphysema, heart failure, or significant facial burns that would cause extreme pain or interfere with the healing of a skin graft.” Further stated by SDE was “mild or intermittent respiratory or other common conditions such as asthma, cardiovascular diseases, kidney disease, or other similar conditions are generally not contraindications to the wearing of loose-fitting face coverings.” In short, the medical exemption has become more restricted. Regrettably, this information became available after schools notified parents of the face mask policy and the allowed exemptions to the policy.

“Addendum 11” also provided additional information pertaining to the wearing of masks by teachers. It noted that teachers should wear a face mask/covering at all times in schools “except for in the rare circumstances where face covering is detrimental to the specific instruction being given.” The “Frequently Asked Questions” guidance elaborates on when the mask can be removed by a teacher.

It provides that “when the wearing of a face mask is problematic (i.e., when the teacher’s and student’s mouth must be visible during speech therapy, when a child with hearing loss needs to read lips, etc.) other appropriate control measures should be implemented, including ensuring proper social distancing and/or the use of physical barriers between students and staff.” It remains unclear whether teachers can be allowed to not wear a mask for their entire class session.

The “Frequently Asked Questions” document also provided some additional information regarding mask breaks for students. It stated that mask breaks outdoors are best. Mask breaks indoors must be done with social distancing maintained, in well-ventilated areas and with everyone facing in the same direction. It is suggested such breaks be limited to no more than 15 minutes.

The additional information provided by the SDE also indicates that students not wearing a face mask should not be sent to the school’s isolation room.

Policy Implications: As additional information is made available by the SDE, the face mask/covering policy will be updated. Policy #4118.237/5141.8 has been revised, due to the additional information for the second time since it was first issued. It is available upon request. The revised policy has also been posted on the CAGE website in the member section under “Hot Policy Topics.”

Special Education Policies Revised: As a result of a court decision, *A.R. v. Connecticut State Board of Education*, all students with disabilities who have not yet turned 22 years of age and who have not received a regular high school diploma, remain eligible for special education services under the Individuals with Disabilities Education Act (IDEA) up until their 22nd birthday or until they graduate from high school with a regular high school diploma, whichever occurs first.

Districts must contact all adult students and parents impacted by this court decision and advise them that they remain eligible for special education services under the IDEA until their 22nd birthday, as outlined in their IEP until they turn 22 years of age or they graduate with a regular high school diploma, whichever occurs first. This includes continued eligibility for students who were already exited under IDEA because of turning 21 during the 2019-2020 school year, in accordance with then effective state law.

The ruling found that because Connecticut provides public education to non-disabled individuals over the age of 21 in the form of adult education and GED programs, it must offer something similar for special education students.

Policy Implications: Policy #6159, “Individualized Education Program/Special Education Program,” and policy #6171, “Special Education,” are impacted by this decision. They have been revised to be in compliance with this court ruling and directives from the State Department of Education. They are available upon request. It is mandated to have a policy pertaining to special education. Either one of these policies fulfills that obligation.

Required Title-I Notifications: Schools are implementing fundamentally different ways of educating students during the COVID-19 pandemic. However, Title I schools must still ensure that they provide parent notifications required by the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Pub. Law No. 114-95, in a timely manner as the new school year has started.

Listed below are the notifications to be sent to parents and their families at the beginning of the school year:

1. Notice 1 – Parent and family engagement policies

Districts must distribute their respective parent and family engagement policy to parents. (ESEA Section 1116(a)(2) and Section 1116(b)(1))

2. Notice 2 – Complaint procedures

Districts must disseminate to parents the state educational agency's written procedures for filing complaints about violations of the Title I statute. (ESEA Section 1112(e)(1)(A) and Section 1112(e)(1)(B)(ii))

3. Notice 3 – Teacher and paraprofessional qualifications

Districts must inform parents of each child in a Title I school at the beginning of every school year of their right to request information on the professional qualifications of their children's classroom teachers and paraprofessionals providing instructional support. Schools must notify parents if a child is taught for four consecutive weeks by a teacher who does not meet state certification. (ESEA Section 1112(e)(1)(A) and Section 1112(e)(1)(B)(ii))

4. Notice 4 – Annual meeting

Title I schools must notify parents of the required annual meeting and their right to request additional meetings. (ESEA Section 1116(c)(1) and Section 1116(c)(2))

5. Notice 5 – Title I Information

Title I schools must provide information to parents about the Title I, Part A program. – (ESEA Section 1116(c)(4))

6. Notice 6- English learner students

Districts are required to notify parents within 30 days if a child is placed in a Title I-funded program for limited-English-proficient students. Specifically, they must be told the reasons for the identification, including the child's level of English proficiency, how it was assessed, and the status of the child's academic achievement.

Schools must tell parents of alternative programs that they can opt out of entirely. This notice must be provided in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand. (ESEA Section 1112(e)(3)(A))

Source: "6 notifications to send to parents and families now," by Charles Hendrix, *District Administration*, September 4, 2020.

Policy Implications: Policy #6172.4, “Parent and Family Engagement Policy for Title I Students,” pertains to this topic and provides information pertaining to most of the above stated requirements. This is considered a mandated policy for inclusion in a district’s policy manual. Several versions of this policy are available. Policy #4222.1, “Title I Paraprofessionals,” pertains to the issue of paraprofessional qualifications. Policy #4111/4211, “Recruitment and Selection,” also pertains to the issue of teacher qualifications. Policy #6141.311, “Program for Limited English Proficient Students,” speaks to the issue of English learner students.

Busing Realities to Recognize:

“You take the nation’s largest system of mass transit and shut it down overnight – that’s going to have a ripple effect,” says Mike Martin, executive director of the National Association for Pupil Transportation. Martin was a co-administrator on a project that pulled the school bus transportation industry together in an effort to help school district leaders plan for fall reopenings.

Formed in mid-May, the Student Transportation Aligned for Return to School (STARTS) Task Force released a 70-page report, featuring 27 guidelines and more than 250 individual tasks for consideration when determining how or whether to implement the guidelines for a district’s operation. Charlie Hood, executive director of the National Association of State Directors of Pupil Transportation Services, as well as another STARTS co-administrator, suggested that superintendents become familiar with the report.

With the primary assumption that transportation is integral to education, administrators leading districts, believes Hood, must know the following nine realities about bus transportation as decisions about this area, and others, are made.

1. An initial reopening plan is simply that, initial. Changes will need to be made as school district reopening plans evolve.
2. Nearly all policy decisions have a trickle-down impact on busing.
3. Transportation pivots can’t happen overnight, especially as school plans are subject to change based on health data. Re-establishing bus routes and stops, even with routing software in use, requires a constant eye for safety, and last-minute information often requires modifications, while ensuing health protocols are in place.
4. Pivots requiring extra buses would likely take even longer. Transportation companies don’t have a large number of extra buses. The procurement process is sure to take time. Staffing is also an issue. “It takes time to train and license a driver.”
5. Transportation staffing levels could fall to a point where busing can’t operate. The STARTS Task Force kept staff safety top-of-mind when doing its work. At some point operations would halt if too many staff got sick or didn’t feel comfortable continuing in their work.
6. Managing transportation, especially now, requires a lot of collaboration. With any aspect of school operations, including busing, the pandemic has made it more critical to listen to employees and stakeholders at all levels.
7. Delayed reopenings may kill transportation funding. There are massive implications from an operational and financial standpoint.

8. COVID-related data reporting requirements are approaching. It would probably be beneficial for a superintendent or business official to forecast their administrative requirements and then work to set up the data collection infrastructure.
9. Transportation officials and drivers are ready to step up. They are well-trained professionals.

Source: "Bus stops: 9 school busing realities to recognize," by Melissa Ezarik, *District Administration*, September 8, 2020.

Policy Implications: Policies in the series 3541 pertain to the many aspects of school transportation. I am confident that school superintendents and business managers are well aware of these realities.

Food for Thought:

"Children will need a trusted adult with whom to share their troubles. Research on previous disasters shows that a teacher is most likely that trusted adult, but whether that teacher's response is supportive determines whether students' well-being improves."

Source: Micere Keels in "Preparing Educators for the Challenge Ahead." *Education Update*, August 2020 (Vol. 62, #8, pp. 1, 4)

September 23, 2020

The Honorable Neil M. O'Leary
Mayor, City of Waterbury
235 Grand Street
Waterbury CT 06702

Mayor O'Leary,

For the past 10 years, it has been my honor and privilege to serve the people of Waterbury as a member of the Board of Education. I am saddened to inform you that I must leave that position. I am in the process of selling my home and an opportunity, that I do not want to pass up, will take me out of town.

My resignation will become effective at the conclusion of the next regular meeting of the Board of Education, scheduled to take place on October 15, 2020. I believe this should give you enough time to find a replacement. I, of course, would be happy to make a recommendation.

I want to thank all the people that I have had the chance to work with: my fellow Commissioners, the incredible staff in both the education department as well as our city's other departments and especially our students and parents. I will never forget how hard they have all worked and will always look back at my time with them fondly. I also want to thank the voters of Waterbury for the faith they put in me, returning me to the office I held so dear, over this past decade.

With Respect,

A handwritten signature in black ink, appearing to read "Jason Van Stone". The signature is fluid and cursive, with a large initial "J" and "V".

Jason Van Stone
Commissioner
Waterbury Board of Education

Cc: Dr. Verna Ruffin
Waterbury Board of Education Commissioners
Clerk of the Board