



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: June 30, 2020

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings – Thursday, July 2, 2020,
5:30 p.m., VIRTUAL MEETING VIA ZOOM

The Committees of the Board of Education will meet on Thursday, July 2, 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) or listened to via teleconference by calling 1-701-802-5064 with access code 2305673. For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the July 2, 2020 Meeting Agenda.

If you wish to address the Board during the public portion of the meeting please call 1-701-802-5064 with access code 2305673 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 on Finance/5 minutes ~ Request approval of a professional services agreement with Phi Delta Kappa International, Inc. (PDK) d/b/a Educator's Rising for online curriculum to train high school students to become teachers – M. Merati.
2. Committee on Finance/5 minutes ~ Request approval of a professional services agreement with Precision Exams, LLC d/b/a YouScience for Career Aptitude and Industry Recognized credential assessment online platform – M. Merati.
3. Committee on Finance/5 minutes ~ Request approval of a professional services agreement with Strivven Media, LLC for Virtual Job Shadow online platform – M. Merati.
4. Committee on Finance/5 minutes ~ Request approval of a professional services agreement with Capitol Region Education Council (CREC) for school psychology services for students with disabilities – K. Gabrielson
5. Committee on Finance/5 minutes ~ Request approval of an agreement with the following for services and supports for students with disabilities in accordance with the student’s individualized education program (IEP) – K Gabrielson:
 - a) EdAdvance
 - b) Specialized Education of Connecticut, Inc. dba High Road School (draft)
 - c) Area Cooperative Education Services (ACES)
 - d) American School for the Deaf, Inc.
 - e) Benhaven, Inc.
 - f) St. Vincent's Special Needs Center, Inc.

6. Committee of the Whole/5 minutes ~ Request approval of a student intern affiliation agreement with Fairfield University (Fairfield U) for school counseling student internships – K. Gabrielson.
7. Committee on Finance/2 minutes ~ Request approval of transfers in the 2019/2020 budget - D. Biolo.
8. Committee on Building and School Facilities/2 minutes ~ Use of School Facilities by school organizations and/or City departments – W. Clark.
9. Committee of the Whole/20 minutes ~ Discussion: Long-term Reopening Plan – Dr. Ruffin.
10. Superintendent’s Notification to the Board/5 minutes:

- a. Appointments:
 Irrera, Ray – High School Summer School Coordinator.
 Miller, Jamie – Extended School Year (ESY) Administrator.
 Riley, Kara – Secondary ELA Curriculum Committee.
 Rosser, Jennifer – Extended School Year (ESY) Administrator.

- b. Secondary Science Curriculum Committee appointments, salary according to contract:

Baker, Bryan	Bernabe, Allan	Borges, Laura
Carpenter, Sarah	Culver, Edwin	DaSilva, Elizabeth
Davitt, Robin	Lee, Yolanda	Lestage, Jaclyn
Lounsbury, Allan	Meera (Kumar), Usha	Munoz, Angela
Nizzardo, Kari	Ortiz, Alyson	Piccolo, Alan
Pogodzenski, Marcy	Quattro, Marissa	Spagnoletti, Rachel
Stowe, Eileen	Thomas, Laura	

- c. Secondary Mathematics Curriculum Institute Committee appointments, salary according to contract:

Byron, Danielle	DeVeau, Nicole	Holden, Kimberley
LeVasseur, Armand	Sullivan, Carly	

- d. K – 8 Mathematics Curriculum Institute Committee appointments, salary according to contract:

Begley, Tracy	Biolo, Dawn	Grant, Nataine
Groski, Megan	Guerrera, Christine	Lacerenza, Patricia
Linehan, Megan	Marques, Lauren	Miller, Christine
Mulhern, Jacqueline	Schiavo, Alicia	Shagensky, Robert
Wallace, Doreen	Waters, Marissa	

- e. High School Summer School appointments, salary according contract, contingent upon enrollment:

<u>Last Name</u>	<u>First Name</u>	<u>Subject</u>
Paradis	Sara	PE
Brown	Jennifer	ELA
Carbone	Mikaela	ELA
Caruso	Anthony	ELA
DeVeau	Heather	ELA
Goodman	Jillian	ELA
Hinton	Marci	ELA
Singley	Paul	ELA
Bolduc	Kathryn	ELA Alternate
Feliz	Ashley	History
Fitzpatrick	Karlyn	History
Rosa	David	History
Sarlo	Christopher	History
Perugini	Ellen	Math
Jannetty	Julieann	Math
Sawyers	Hillary	Math

Scialla	Marlena	Math
Thomas	Richard	Math
Veneziano	Ellen	Math
Kumar	Usha	Science
Clark	Meredith	Science
Thomas	Laura	Science
Arroyo	Alyssa	Science Alternate
Ortiz	Alyson	Science Alternate
Kearns	Maura	Spanish
Santana	Zulma	Spanish

f. Maloney Magnet School Summer School appointments, salary according contract:

<u>Last Name</u>	<u>First Name</u>	<u>Subject</u>
Couture	Cherie	K – Math
Couture	David	K – Technology
Kalnins	Siobhan	K –Reading
Card	Katie	1 – Math
Crespo	Cristina	1 – Reading
Moulthrop	Barbara	1 – Science & Technology
Fiore	Patience	2 – Math
Madera	Marlene	2 – Reading
Grabowski	Leah	2 – Science & Technology
Dombrowski	Jason	3 – Math
Hibbs	Jennifer	3 – Reading
Negron	Emily	3 – Science & Technology
Barbieri	Katie	4/5 – Math
Dunn	Andrew	4/5 – Science & Technology
D’Esposito	Esther	4/5 – ELA
Zawislak	Shanna	Secretary
Perugini	Anna	Secretary – as needed
Cullen	Donna	Administrator
Cancro	Dana	Counselor
Drewry	Ann	Math/Science/Tech. Curriculum Support Administrator Sub.
Palomba	Margaret	Reading Curriculum Support

g. Rotella Magnet School Summer School appointments, salary according contract:

<u>Last Name</u>	<u>First Name</u>	<u>Subject</u>
Dionne	Suzanne	Teacher
Greaney	Vanessa	Teacher
Matthews	Julia	Teacher
Monroe	Mary	Teacher
Santovasi	Monica	Teacher
Toussaint	Danielle	Teacher
Cruess	Carla	Sub
McLaren	Ashley	Sub
Biolo	Dawn	Prep
Stevens	Jeanne	Prep
Henry	Robin	Administrator
Thompson	Michael	Network Specialist

h. Extended School Year (ESY) appointments, salary according to contract:

CBT

Teresa Delano
Jessica Hartley

AUTISM

Danielle Cangelosi
Shobhna Caplash (sub as needed)
Nicole Cook

BDLC

Raymond Malinosky
Kristen Viscardi

PRE-K

Christine Boampong
Patricia DeLucia
Melissa Havican (sub as needed)

Cara Manforte
Nancy White

Emily Howard
Laure-Lynn Mancini
Amy Murphy
Amy Stafford

ESSENTIAL SKILLS
Tracy Leclerc Rodriguez

SCOPE
Margaret Felton

CBL
Yee Liu
Kirstin Tremblay

RESOURCE
Jennifer Morhous
Alison Finley

INCLUSION
Michelle Bibeau
Brenda Falcone
Katie Grendzinski
Kelsey Grendzinski
Alexa Osterhout
Michele Parks (sub as needed)
Christine Stolfi

OEC EVALUATION TEAM
Debra Atkins (SW)
Heather Connor (SPED)
Terri Daly (SPED)
Heidi Fay (SLP)
Medelise Hubbard (SPED)
Jame Murphy (SLP)
Esther Sonnenschein (SLP)

TVI
Kelly Putnam

THI
Heather Murphy

SPEECH
Sara Barnick
Molly Walsh

COUNSELING
Andrew Bandurski
Karen Lowe

PARAPROFESSIONALS
Robin Andrikis
Lisa Antidormi (High School)
Proserjeet Basu
Donna Butterworth
Lurbin Cacho-Zuniga
Sharon Colangelo
Shanna DeGeorge
Denise DelMoral
Kathleen Falzarno
Marlene Ferrao
Julie Geary
Karri Gibson
Marnie Guerrera

Jennifer Hayden
Ronda Hendrickson
Giovanna Hudson
Giovanna Hudson (sub as needed)
Natalia Korbusieki
Latanya Levett
Michelle Marcetti
Donna Orsatti
Maria Padua
Joseph Rinaldi
Maria Sanchez
Sarah Silver
Shelley Stamp
Mary Turner

i. SOAR to Success Summer School appointments, salary according to contract:

<u>Assignment</u>	<u>Name</u>
Academic	Coughlin, Timothy
Bucks Hill	Bramble, Nicole
Bucks Hill	Burgess, Susan
Bucks Hill	Cicccone, Melissa
Bucks Hill	Jackson, Sarah
Bucks Hill	O'Donnell, Jennifer
Bucks Hill	Rizzo, Lisa
Bunker Hill	Fleming, Sonya
Bunker Hill	Marquez, Chakira
Chase	Belica, Flora
Chase	Gonzalez, Stephanie
Chase	Strumi, Manuela
Driggs	Abarzua, Lauren
Driggs	Bartoletti, Heather
Driggs	Brianne Modeen
Driggs	Cipriano, Jillian
Driggs	Ijomah, Kathryn
Driggs	Marquis, Hailey
Duggan	Conlon, Taylor
Duggan	Ensero, Caitlyn
Duggan	Field, Susan

Duggan	Gaudiosi, Karen
Duggan	Grant, Tameka
Duggan	McCasland, Maureen
Generali	DellaCamera, Ashley
Generali	Matarazzo, Kristen
Generali	Neibel, Amy
Generali	Poulter, Dennis
Generali	Rock, Stefanie
Gilmartin	Brown, Susan
Hopeville	Cruz, Maria
Hopeville	Garcia, Nilsa
Hopeville	Kirchberger, Alison
Hopeville	Mancini, Mark
Hopeville	Villar, Yenny
Hopeville	Wells, Kelley
Reed	Steffero, Melissa
Regan	Schmied, Christine Masse
Sprague	Goderre, Shelby
Sprague	Kores, Lauren
Sprague	Robinson, Debra
Tinker	Alfano, Chelsea
Tinker	Bell, Nicholas
Tinker	DeSanto, Christine
Tinker	Parks, Michelle
Tinker	Violette, Danielle
Walsh	Davino, Jenna
Walsh	Maldonado, Joanne
Walsh	Pierresaint, Courtney
Walsh	Swartz, Samantha
Washington	Langan, Colleen
WC	Gasparri, Michelle
WC	Quintana, Michelle
Wilson	Osagie, Nancy
Physical Education	Froese, Justin
Fine Arts	Ferreira, Daniel

j. Middle School Summer School appointments, salary according to contract:

<u>ELA:</u>	<u>Math:</u>
Jessica Boratko	Kathleen Colon
Jolee Iannantuoni	Elizabeth Frank
Dave Lucian	Kimberly Holden
Jennifer Rosa	Kelly Munoz
Robert Zupperoli	Kara Poulter

k. Food Service Summer Program appointments:

<u>Name</u>	<u>Last Name</u>	<u>Positions</u>	<u>Site-Location</u>	<u>Rate</u>
Ciara	Pedraza	Site Supervisor	Boys/Girls Club	\$11.00
Pam	Wawer	Site Supervisor	Bunker Hill	\$11.00
Brie	Johnson	Site Supervisor	Bunker Hill	\$11.00
Chaileen	Rodriquez	Site Supervisor	Bunker Hill	\$11.00
Bernedette	Donnelly	Site Supervisor	Carrington	\$11.00
Natalie	Gonzalez	Site Supervisor	Carrington	\$11.00
Pama	Goggin	Site Supervisor	Carrington	\$11.00
Paula	Mucci	Site Supervisor	Chase	\$11.00
Cheryl	Laviana	Site supervisor	Chase	\$11.00
Nancy	Roldan	Site supervisor	Chase	\$11.00
Agnes	Colon	Site Supervisor	Crosby/Wallace	\$11.00
Barbara	Slogeris	Site Supervisor	Crosby/Wallace	\$11.00
Kim	Plude	Site Supervisor	Crosby/Wallace	\$11.00
Marilyn	Pittman	Site Supervisor	Driggs	\$11.00
Marcela	Arenas	Site Supervisor	Driggs	\$11.00
Elizabeth	Dos Santos	Site Supervisor	Driggs	\$11.00
Elizabeth	Guisto	Site Supervisor	Duggan	\$11.00
Terri	Brooks	Site Supervisor	Duggan	\$11.00

Carmen	Gonzalez	Site Supervisor	Duggan	\$11.00
Barbara	Kazlauskas	Site supervisor	Gilmartin	\$11.00
Mandie	Dreher	Site Supervisor	Gilmartin	\$11.00
Chasity	Hernandez	Site Supervisor	Gilmartin	\$11.00
Julia	Rojas	Site Supervisor	Kennedy H.S.	\$11.00
Hayat	Abouanni	Site Supervisor	Kennedy H.S.	\$11.00
Mamie	Parker	Site Supervisor	Kennedy H.S.	\$11.00
Diane	Martone	Site Supervisor	Kingsbury	\$11.00
Idalia	Suero	Site Supervisor	Kingsbury	\$11.00
Ramize	Bajram	Site Supervisor	Kingsbury	\$11.00
Theresa	Morrissey	Site Supervisor	Lighthouse Daycare	\$11.00
Sue	Lugo	Site Supervisor	Reed	\$11.00
Iris	Perez	Site Supervisor	Reed	\$11.00
Larissa	Espinosa-Acevedo	Site Supervisor	Reed	\$11.00
Rose	Sarandrea	Site Supervisor	Regan	\$11.00
Lakisha	Beary	Site Supervisor	Regan	\$11.00
Elaine	Greco	Site Supervisor	Walsh	\$11.00
Seritha	Anglin	Site Supervisor	Walsh	\$11.00
Victoria	Caisse	Site Supervisor	Walsh	\$11.00
Noelia	Giusti	Site Supervisor	Washington	\$11.00
Martha	Thomas	Site Supervisor	Washington	\$11.00
Donna	Synott-Hassinger	Site Supervisor	Washington	\$11.00
Nola	Santiago	Site Supervisor	WAMS	\$11.00
Samarys	Tiru	Site Supervisor	WCA	\$11.00
Debra	Ocasio	Site Supervisor	WCA	\$11.00
Nancy	Evon	Site Supervisor	Wilby/NEMS	\$11.00
Anele	Genova	Site Supervisor	Wilby/NEMS	\$11.00
Fortuna	Chairavalloti	Site Supervisor	Wilby/NEMS	\$11.00
Maria	Rivera	Site Supervisor	Willow Plaza	\$11.00
Sherl	Knight	Site Supervisor	WOW	\$11.00
Maria	Rego	Monitor	WAMS	\$14.50
Michelle	April	Monitor	WAMS	\$14.50
Michael	Jones	Monitor	WAMS	\$14.50
Linda	Generali	Prep	WAMS	\$12.50
Patricia	Lowe	Prep	WAMS	\$12.50
Amy	Daugerdas	Prep	WAMS	\$12.50
Alice	Pinto	Prep	WAMS	\$12.50
Robin	Capozio	Prep	WAMS	\$12.50
Donna	Ward	Prep	WAMS	\$12.50
Debbie	Finke	Coordinator	WAMS	\$30.00
Isabel	DeSousa	Coordinator	WAMS	\$30.00

l. Resignations:

Fazio, Roxanne – WMS Physical Education, effective 06/29/2020.

m. Retirements:

Alvarez, Cesar – WHS Technology Education, effective 06/30/2020.

Genua, Tracey – Generali Kindergarten, effective 06/30/2020.

Leibell, Patricia – WAMS Dance, effective 06/30/2020.

Vailonis, Jodie – Rotella Pre-K, effective 06/30/2020.

EXECUTIVE SESSION for discussion concerning the annual evaluation of the Superintendent of Schools.

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education



Memorandum

To: Board of Aldermen

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

Date: June 26, 2020

Re: Board of Aldermen Approval Request / Teacher Training Curriculum Executive Summary – PDK International

The Academic Office/Education Department respectfully requests your approval for the above-referenced contract in the amount of \$78,000 for Teacher Training Curriculum between the City of Waterbury and PDK International.

This contract was initiated under the Request for Proposal (RFP #6636). After advertising a RFP on two separate occasions, PDK International was the only responder. PDK International was awarded the contract. PDK International is the parent company of Educator's Rising, which is a nationally recognized Teacher Preparation curriculum for high school students. Their curriculum is embedded in teacher preparation career pathways across the nation and will assist leading our WPS students to a career in education.

Under this contract, PDK International teacher preparation courses with related curriculum and professional learning for Waterbury Public School high school students in compliance with Connecticut state law to provide standards based curriculum in grades 9 – 12 for Teacher Prep 1, Teacher Prep 2, Teacher Prep 3, and Teacher Prep 4. Curriculum materials and professional learning include instructional materials, resources for clinical experiences, teacher leader training, support and micro-credentials.

The Contract Term is three years effective on the date signed by the Mayor. The project is being funded by the Perkins Grant in the amount of \$78,000.

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

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
203-573-5029
Attachment
Cc: Attorney *Dawn Desantis*
File: CRT20-183

PROFESSIONAL SERVICES AGREEMENT
RFP No. 6636
for
Teacher Preparation Courses
between
The City of Waterbury, Connecticut
and
Phi Delta Kappa International, Inc., D.B.A. Educators Rising

THIS AGREEMENT (hereinafter the “Agreement or Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and PDK International, Inc. D.B.A. Educators Rising (hereinafter “PDK” or “Consultant(s)”), with its principal place of business located at 1820 N Fort Myer Drive, Suite 320, Arlington, Virginia 22209, a duly registered State of Virginia Domestic Nonprofit Corporation.

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 6636** for Teacher Preparation Courses, Curriculum, and Professional Learning for Waterbury Public School high school students; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 6636**; and

WHEREAS, the Consultant submitted a proposal to the City responding to RFP No. 6636 for teacher preparation courses with related curriculum and professional learning; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 6636**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of providing Teacher Preparation Courses with related curriculum and professional learning for Waterbury Public School high school students in compliance with Connecticut state law to provide standards based curriculum in grades 9 – 12 for Teacher Prep 1, Teacher Prep 2, Teacher Prep 3, and Teacher Prep 4 as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1. City of Waterbury's Request for Proposals ("RFP") #6636 for Teacher Preparation Courses, Curriculum, and Professional Learning, consisting of nine (9) pages, excluding attachments thereto (attached hereto);

1.1.2. Addendum #1 to City's RFP#6636 dated May 6, 2020, consisting of one (1) page (attached hereto);

1.1.3. PDK's Response to RFP #6636, dated March 20, 2020, containing PDK's revised cost schedule submitted June 2, 2020, consisting of fourteen (14) pages (attached hereto);

1.1.4. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (attached hereto);

1.1.5. Certificates of Insurance (attached hereto);

1.1.6. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and

1.1.7. All licenses (incorporated by reference).

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

1.2.1. City's aforementioned RFP #6636

1.2.2. Addendum Number 1 to City's RFP #6636

1.2.3. PDKs' Response to City's RFP #6636 containing PDK's revised cost schedule.

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

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

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Consultant's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided. In addition to any privacy policies maintained by PDK, PDK shall comply with the confidentiality and privacy provisions contained herein (sections 3.2 and 3.3, following).

3.1 Criminal Background Check and DCF Registry Check. The Consultant 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 Consultant 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 Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

3.2 Confidentiality/FERPA. Consultant 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. Consultant 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 Consultant or gathered by the Consultant 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 Consultant shall be used solely for the purposes of providing services under this Agreement.

3.2.2. Consultant 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) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant 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, Consultant has no authority to make disclosures of any information from education records. PDK 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 Consultant.

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 Consultant except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to

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

3.3.2. The Consultant 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 Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant 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 Consultant, and correct any erroneous information therein.

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

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

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

3.3.7. The Consultant and Board shall each ensure their own compliance with

the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.3.8. The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

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

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

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

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

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

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

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

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

3.10.2 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;

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

3.10.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the

performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

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

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

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

3.11. Reporting Requirement. The Consultant shall deliver periodic, timely, **or as requested by the City**, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by the authoring Consultant representative or by the person designated by Consultant with the authority to sign said reports.

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

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

5. Contract Time. PDK shall commence all work and services required under this Contract on July 1, 2020 and shall complete all work and services required under this Contract by June 30, 2023. ("Contract Time"):

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

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed SEVENTY EIGHT THOUSAND DOLLARS and 00/100 CENTS (\$78,000.00) for the entire Contract term and shall not exceed TWENTY SIX THOUSAND DOLLARS and 00/100 CENTS (\$26,000.00) for each year of the contract, beginning July 1, 2020; and shall be in accordance with PDK's Response to RFP #6636 containing PDK's revised cost schedule attached hereto as part of Attachment A.

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 6636** shall be solely borne by the Consultant and are not included in the

compensation to be paid by the City to the Consultant under this Contract or any other contract.

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

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

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

8. Indemnification.

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

party indemnified hereunder; (iii) enforcement action or any claim for breach of the Consultant duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

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

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best

financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

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

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

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

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

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

9.7. Certificates of Insurance: The Consultant's General Liability Insurance policies shall be endorsed to add the City as an additional insured and shall provide a waiver of subrogation. The insurance afforded the additional insured shall be primary

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

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

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

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

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or

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

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City

and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. This section intentionally left blank.

13. Termination.

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

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

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation

as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

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

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

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

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

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved

by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Agreement in whole or in part.

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

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

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

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

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

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

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

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

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

15.4. strikes and labor disputes; and

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

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

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

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

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

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

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

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

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

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees,

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's RFP No 6636; (ii) Addendum #1 to RFP No 6636; (iii) the Consultants Updated Cost Proposal, prepared on June 4, 2020; and (iv) the Consultants Response to RFP No. 6636, dated May 14, 2020.

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

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

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

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

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

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

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

Consultant: Phi Delta Kappa, International, Inc.
D.B.A. Educators Rising
c/o Chief of Strategic Partnerships
1820 N. Fort Myer Drive, Suite 320
Arlington, VA 22209

City: City of Waterbury
Education Department
c/o Supervisor of Career & Technical Education
236 Grand Street
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any

functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

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

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

(signature page follows)

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

**PHI DELTA KAPPA INTERNATIONAL,
INC., D.B.A. EDUCATORS RISING**

By: _____

Its _____

Date: _____

ATTACHMENT A

1. City of Waterbury's Request for Proposals ("RFP") #6636 for Teacher Preparation Courses, Curriculum, and Professional Learning, consisting of nine (9) pages, excluding attachments thereto (attached hereto);
2. Addendum #1 to City's RFP#6636 dated May 6, 2020, consisting of one (1) page (attached hereto);
3. PDK's Response to RFP #6636, dated March 20, 2020, containing PDK's revised cost schedule submitted June 2, 2020, consisting of fourteen (14) pages (attached hereto);
4. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (attached hereto);
5. Certificates of Insurance (attached hereto);
6. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
7. All licenses (incorporated by reference).

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 6, 2020

RFP#: 6636

Project Title: Teacher Preparation Training and Support

Please refer to questions and answers below.

1. Question: Given the stay-at-home orders in light of COVID-19 and the fact that the Waterbury Public Schools Office is closed, is there an exception to the requirement that we mail two hard copies and flash drives? Instead, we would email you the attachment and all associated documents.

Answer: As an alternate option for submission, responses may be submitted through the ProcureWare system.

2. Question: Edit to former question: We see that now there is an option to upload our response as an attachment, and we have submitted accordingly. Please confirm whether the online submission suffices, or whether we are also required to mail the hard copies and flash drives to the Waterbury Public Schools District Office.

Answer: Online submissions are sufficient.

Thank you.

Amy Lopez
Assistant Director of Purchasing, City of Waterbury

REQUEST FOR PROPOSAL #6636
BY
THE CITY OF WATERBURY
Education Department

- A. The City of Waterbury, Department of Education (hereinafter “City”), is seeking an educational partner that can provide Teacher Preparation courses with related curriculum materials and professional learning.

B. Background and Intent

In compliance with Connecticut state law, the City seeks to provide standards based curriculum in grades 9-12 for Teacher Prep 1, Teacher Prep 2, Teacher Prep 3 and Teacher Prep 4.

C. Qualifications

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

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

D. Scope of Services

Teacher Prep 1-4 will be offered at Crosby, Kennedy, Wilby and Waterbury Career Academy

Curriculum:

- a. Aligned with CCSS
- b. Standards based
- c. Unique, engaging, flexible and classroom friendly
- d. Project Based Learning
- e. Provides pathway for students to earn micro credentials. Anti Bias Instruction, Classroom Culture, Collaboration, Formative Assessment and Learner Engagement
- f. Assessments & Rubrics included
- g. Developed from the National Education Association and the American Federation of Teachers
- h. Provides opportunities for students to engage in national leadership roles, scholarship opportunities and national conferences and competitions.
- i. Provides access to resources and networking on a Virtual Campus
- j. Can function as a 1 or 2-year program that will provide a career pathway for students
Provide 60 lesson topics organized into five domains: You, Your Students, Your Classroom, Your Community, and Your Profession. Each of the 60 lesson topics must offer three lesson plans of varying lengths (1-period, 3-period, or 5period), which allows teacher leaders to choose how deeply to explore any given topic. The lesson plans provide

explicit instructional guidance based on best practices, and include links to resources and activities with details on how to incorporate into daily instruction.

- k. Resources for Clinical Experiences: Curriculum includes specific resources to guide teachers and school leaders in the following areas:

Planning for Clinical Experiences: Organize a well-supported progression of clinical opportunities across a variety of school settings.

Preparing students for Clinical Experiences

Prepare students in advance of their clinical immersion so they are ready to contribute to and learn from these experiences in meaningful ways.

Teaming Effectively with Cooperating Teachers and Partner Schools

Engage and prepare schools and teachers to serve as hosts for your students.

- L. If vendor has an online data management system, it MUST comply with all applicable FERPA laws

Teacher Leader Training and Support:

Through the provided materials and formal teacher leader training

Curriculum is made available to teachers through a Virtual Campus, an online community.

Virtual Campus engages teacher leaders so they can easily search the curriculum and connect with peers across the country who are engaged in this same work.

E. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be **July 1, 2020 – July 1, 2025**

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury

eProcurement website and must be received **by 2:00pm on May 6th, 2020**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by 2:00pm on May 8th, 2020**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

F. Management

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

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and **two (2)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00am on May 14th, 2020**

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

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

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

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

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

3. Statement of Qualifications and Work Plan

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

- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.
4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
 - b. Have you ever defaulted on a contract? If so, where and why?
 - c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
 - d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 (“Good Jobs Ordinance”), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the “Good Jobs Ordinance”.

L. State Set-Aside Requirements

Not Applicable

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

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

Proposal for Teacher Preparation Courses

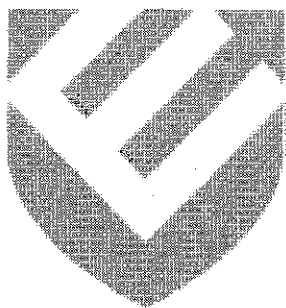
Submitted by Educators Rising to Waterbury Public Schools
Response to RFP #6636

Submitted by:

*Educators Rising, a division of PDK International
1820 N. Fort Myer Drive, Suite 320
Arlington, VA 22209*

Contact:

*Dr. Reginald Johnson
Chief of Strategic Partnerships
571.335.0681
rjohnson@pdkintl.org*



**EDUCATORS
RISING**

There's power in teaching

TABLE OF CONTENTS

1. Proposer Information	2
2. Experience, Expertise, and Capabilities	2
A. Philosophy Statement and Business Focus	2
B. Summary of Relevant Experience	3
C. Personnel Listing	3
Dr. Joshua Starr, Chief Executive Officer	4
Albert Chen, Chief Operating Officer	4
Dr. Reginald Johnson, Chief of Strategic Partnerships	4
Kate Stephens, Director of Relationships and Outreach	5
Lucy Berrier, Manager, Education and Outreach	5
D. Conflict of Interest	5
3. Statement of Qualifications & Work Plan	5
A. Qualifications	5
E. Work Plan	7
F. Services Expected of the City	8
Cost Schedule	8
B. Information Regarding: Failure to Complete Work, Default and Litigation	9
C. Exceptions and Alternatives	10
Additional Data	10
The Seven Educators Rising Standards	10
Collaborating with Institutions of Higher Education	12

1. PROPOSER INFORMATION

- a) Firm Name: Phi Delta Kappa International, D.B.A. Educators Rising
- b) Permanent Main Office Address: 1820 N Fort Myer Drive, Suite 320, Arlington, VA 22209
- c) Date Firm Organized:
 - PDK International was founded in 1906
 - Educators Rising was originally founded in 1937 as Future Teachers of America, and in 2014 it was rebranded Educators Rising
- d) Legal Form of Ownership: Domestic Nonprofit Corporation, incorporated in the State of Indiana in 1938.
- e) Years firm has been engaged in providing services under present name:
 - Five years operating as a national membership organization named Educators Rising
 - Three years providing the EdRising Academy curriculum
- f) Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. EXPERIENCE, EXPERTISE, AND CAPABILITIES

A. PHILOSOPHY STATEMENT AND BUSINESS FOCUS

Established in 1906, PDK International supports P-20 educators, researchers, and policy makers by strengthening their commitment to the profession throughout the entire arc of their careers. Through our core values of social justice, engagement, excellence and results, PDK strives to elevate the teaching profession through the intersection of research and practice to ensure that every student has access to a high-quality education. PDK's several divisions include Kappan Magazine, the PDK Poll, PDK Education Partnerships, and Educators Rising.

Educators Rising was originally founded by the National Education Association (NEA) in 1937 as Future Teachers of America, later renamed Future Educators of America (FEA) and then Future Educators Association (FEA). FEA was acquired by PDK International in 1994. In 2014, PDK reimagined and rebranded the program as Educators Rising, and with grant support from the NEA and the American Federation of Teachers (AFT) in 2014, PDK developed the EdRising Academy curriculum, first launched in 2017.

B. SUMMARY OF RELEVANT EXPERIENCE

More than 2,400 schools and 43,000 students have joined the Educators Rising National Network, and approximately 200 high schools are implementing the EdRising Academy curriculum, which is currently in its third year of implementation.

While the RFP's request for a listing of "all projects that the proposer has completed within the last three (3) years" is not applicable to the provision of a curriculum, PDK is happy to provide three schools implementing the curriculum as references:

- **West Baton Rouge Public Schools**
 - Address: 3761 Rosedale Road, Port Allen, LA 70767
 - Contract details: \$7,500 per year at one implementation site
 - Contact: Kimberly Eckert, 2018 Louisiana Teacher of the Year, Innovative Programs and Instructional Coordinator | 225-749-2815 | kimberly.eckert@wbrschools.net
- **New Britain High School**
 - Address: 272 Main Street, New Britain, CT 06050
 - Contract details: \$7,500 per year at one implementation site
 - Contact: Shauna Tucker, Chief Talent Officer | 860.827.2295 | tuckers@csdnb.org
- **Rapides Parish School Board**
 - Address: 619 Sixth Street, Alexandria, LA 71306
 - Contract details: \$26,000 per year at four implementation sites
 - Contact: Kelly Gillpatrick, Secondary Math Curriculum Specialist | 318-449-3179 | Kelly.gillpatrick@rpsb.us

There have been no "contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury."

C. PERSONNEL LISTING

The RFP requests "A complete listing of the staff identified in the work plan by job classification, along with their resumes." Since the EdRising Academy is a curriculum product, not a professional service, there is no "work plan" which requires staff assignments. Instead, we have provided the names, titles, biographies, and contact information of the staff which will be available to support Waterbury Public Schools, as needed, in implementing the EdRising Academy.

DR. JOSHUA STARR, CHIEF EXECUTIVE OFFICER

Prior to joining PDK, Dr. Josh Starr was superintendent of schools in Montgomery County Public Schools in Maryland for nearly four years and previously superintendent of schools for Stamford, Connecticut for six years. Dr. Starr began his career teaching special education in Brooklyn, N.Y. He then became a central office leader in school districts in the NY metropolitan area and then served in the New York City Department of Education. Dr. Starr has a bachelor's degree in English and History from the University of Wisconsin, a master's degree in special education from Brooklyn College, and a doctorate in education from the Harvard University Graduate School of Education. Dr. Starr can be reached at jstarr@pdkintl.org.

ALBERT CHEN, CHIEF OPERATING OFFICER

Albert Chens's operational and strategic career began as a teacher at Kaplan Test Prep and Admissions (KTPA) and quickly rose through the ranks to become Executive Director of a number of different departments in the graduate division. Over his 12 years at KTPA, he was tapped to effect change and growth in a number of different departments and areas including marketing, academics, product research and development, field execution and brand management. Albert was then recruited into the non-profit world of education by the American Board for Certification of Teacher Excellence (ABCTE) for work in advocacy and operational change. Albert also served as chief operating officer for Youth for Understanding, USA, an international exchange organization. Albert is a graduate of Northwestern University with a Bachelor's of Science in Biomedical Engineering, and from Worcester Polytechnic Institute with a Masters of Engineering in Biomechanics. Albert can be reached at achen@pdkintl.org.

DR. REGINALD JOHNSON, CHIEF OF STRATEGIC PARTNERSHIPS

Over the last 20 years, Dr. Reginald Johnson's has engaged in teaching and learning at both the system and school levels. Prior to joining PDK, Dr. Johnson served as a principal in the School District of Philadelphia where he led transformation efforts in several underserved communities by expanding access to high quality curriculum, redesigning teacher professional development, and creating an exceptional student experience. Dr. Johnson holds a Doctor of Education Leadership (EdLD) from Harvard University, a school leadership certificate from the University of Pennsylvania, a master's degree in clinical psychology from La Salle University, a master's degree in education from Wilkes University, and a bachelor's degree in health science from Bloomsburg University. Dr. Johnson can be reached at rjohnson@pdkintl.org or 571.335.0681.

KATE STEPHENS, DIRECTOR OF RELATIONSHIPS AND OUTREACH

Kate Stephens has several years of experience in the education sector in both district and non-profit settings. Prior to working with PDK, Kate worked with District of Columbia Public Schools in the Office of Human Capital as well as with the education nonprofit American Board for Certification of Teacher Excellence, working to recruit and train teachers in high-needs areas. She also spent several years working with the American Pharmacists Association working to provide advanced credentials to recognize pharmacists in specialized patient-care settings and support them with opportunities for continuing education. Kate holds a B.A. in English from the George Washington University. Kate can be reached at kstephens@pdkintl.org or 571.335.7239.

LUCY BERRIER, MANAGER, EDUCATION AND OUTREACH

Lucy Berrier is a policy and programs professional who believes that the best way for every student to achieve success in both college and career is through the public education system. In her role with PDK, she is focused on creating a sustainable pipeline of quality and diverse educators to address shortages across the country through supporting membership for high schoolers exploring the profession, to college students preparing for the classroom, to full time educators. She has expertise in education policy, governance, program management, and event planning. Lucy has previously supported school board members in their equity work as a program manager for the National School Boards Association, worked directly with school districts as a consultant with Cross & Joffus, and has worked on behalf of schools of education for the American Association of Colleges for Teacher Education. She holds a Master's in Education Policy from George Washington University, a Bachelor's in Public Policy from the University of North Carolina at Chapel Hill, and is an alum of the Institute for Educational Leadership Education Policy Fellowship Program. Lucy can be reached at lberrier@pdkintl.org or (571)814-5442.

D. CONFLICT OF INTEREST

PDK International does not have any current business, financial, personal or other types of relationships which may pose a conflict of interest for this work.

3. STATEMENT OF QUALIFICATIONS & WORK PLAN

A. QUALIFICATIONS

The EdRising Academy curriculum is designed to inspire and prepare high school students with the skills, knowledge, and experience to take their first steps on the path to

becoming accomplished teachers. Educators Rising meets the following qualification criteria listed in RFP #6636:

Firm Qualifications:

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

Curriculum Qualifications:

1. Aligned with CCSS
2. Standards based
3. Unique, engaging, flexible and classroom friendly
4. Project Based Learning
5. Provides pathway for students to earn micro credentials - Anti-Bias Instruction, Classroom Culture, Collaboration, Formative Assessment and Learner Engagement
6. Assessments & Rubrics included
7. Developed with the National Education Association and the American Federation of Teachers
8. Provides opportunities for students to engage in national leadership roles, scholarship opportunities and national conferences and competitions.
9. Provides access to resources and networking on a Virtual Campus
10. Can function as a 1 or 2-year program that will provide a career pathway for students
11. Provide 60 lesson topics organized into five domains: You, Your Students, Your Classroom, Your Community, and Your Profession. Each of the 60 lesson topics offers three lesson plans of varying lengths (1-period, 3-period, or 5-period), which allows teacher leaders to choose how deeply to explore any given topic. The lesson plans provide explicit instructional guidance based on best practices, and include links to resources and activities with details on how to incorporate into daily instruction.
12. Resources for Clinical Experiences: Curriculum includes specific resources to guide teachers and school leaders in the following areas:
 1. Planning for Clinical Experiences: Organize a well-supported progression of clinical opportunities across a variety of school settings.
 2. Preparing students for Clinical Experiences: Prepare students in advance of their clinical immersion so they are ready to contribute to and learn from these experiences in meaningful ways.
 3. Teaming Effectively with Cooperating Teachers and Partner Schools: Engage and prepare schools and teachers to serve as hosts for your students.

Teacher Leader Training and Support

Through the provided materials and formal teacher leader training, the EdRising Academy curriculum is made available to teachers through a Virtual Campus, an online community. The Virtual Campus engages teacher leaders so they can easily search the curriculum and connect with peers across the country who are engaged in this same work.

E. WORK PLAN

The EdRising Academy includes the following curriculum materials and professional learning to support Waterbury Public Schools' curriculum in grades 9-12 for Teacher Prep 1, Teacher Prep 2, Teacher Prep 3 and Teacher Prep 4 at Crosby, Kennedy, Wilby, and Waterbury Career Academy:

- ❖ **Instructional materials:** The curriculum is rooted in the seven Educators Rising Standards and includes more than 60 lesson topics organized into five domains that represent the foundational areas for any rising educator to explore: You, Your Students, Your Classroom, Your Community, and Your Profession. Each of the 60 lesson topics offers three lesson plans of varying lengths (1-period, 3-period, or 5-period), which allows teacher leaders to choose how deeply to explore any given topic. The lesson plans provide explicit instructional guidance based on best practices, and include links to a host of resources and activities with details on how to incorporate these into instruction.
- ❖ **Resources for Clinical Experiences:** The EdRising Academy curriculum includes specific resources to guide teachers and school leaders in:
 - **Planning and Implementing Clinical Experiences** — Organize a well-supported progression of clinical opportunities across a variety of school settings.
 - *Recommend One-Year Clinical Progression*
 - *Recommend Two-Year Clinical Progression*
 - *Suggested Clinical Activities*
 - *Sample Guiding Discussion Questions*
 - **Preparing Your Rising Educators for Clinical Experiences** — Prepare rising educators in advance of their clinical immersion so they are ready to contribute to and learn from these experiences in meaningful ways.
 - *Rising Educator Clinical Experiences Application (editable)*
 - *Sample Criteria for Participation (editable)*
 - *Sample Student Guide for Clinical Experiences (editable)*
 - **Teaming Effectively with Cooperating Teachers and Partner Schools** — Engage and prepare schools and teachers to serve as hosts for your students.
 - *Educators Rising Cooperating Teachers Recruitment Flyer*
 - *Sample Recruitment Email to Principals of Potential Partner Schools*

- *Cooperating Teacher Application*
 - *Sample Introduction Letter to Cooperating Teachers*
 - *Sample Thank You Letter for Cooperating Teachers*
 - *Certificate of Appreciation for Cooperating*
 - *Three-Stage Planning Checklist for Teaming with Teachers and Schools*
- ❖ **Teacher Leader Training and Support:** Through the provided materials and formal teacher leader training at the National Conference, Educators Rising helps schools and districts map out a cohesive, powerful program of study. Additionally, the entire curriculum is made available to teacher leaders through the EdRising Virtual Campus, an online community where teacher leaders can easily search the curriculum and connect with peers across the country who are engaged in this same work.
- ❖ **Micro-Credentials:** Educators Rising also offers five “Beginning to Teach” micro-credentials, which are performance-based assessments that provide students with opportunities to demonstrate their competencies on the road to great teaching. They can be woven into an EdRising Academy as summative assessments, and include:
- Anti-bias Instruction
 - Classroom Culture
 - Collaboration
 - Formative Assessments
 - Learner Engagement

F. SERVICES EXPECTED OF THE CITY

No services will be required by the City of Waterbury for the Waterbury Public Schools to implement the EdRising Academy curriculum.

COST SCHEDULE

EdRising Academy Package Fees (Per School)

\$6,500.00*	Per year for full access to the Academy Curriculum, Implementation Resources for two (2) teacher leaders, one grading (regardless of results) of all five micro-credentials for all participating students, and access to the EdRising Membership Portal for all enrolled students and teacher leaders.
\$1,200.00	Two teacher registrations and EdRising Academy Training at the 2020 National Conference.

(\$1,200.00) WAIVED** Two teacher registrations and EdRising Academy Training at the 2020 National Conference.

\$6,500.00 Total Order Amount Per School

*Academy Curriculum Fee is reduced to \$6,500 from the standard fee of \$7,500 when a school district adopts the EdRising Academy at three or more implementation sites. If adopting at one site only, the fee is \$7,500, and if adopting at two sites, the fee is \$7,000 per site.

**Fees for Academy Training at the 2020 National Conference are waived for two teachers per implementation site.

Term: The term of this purchase is 7/1/2020 through 6/30/2023. The price will remain fixed for Years I, II, and III.

Order Details:

Year	Dates	Number of Implementation Sites	Cost Per Site	Invoice Date (net 30) & Amount
Year I	7/1/2020 – 6/30/2021	4	\$6,500	7/1/2020 - \$26,000
Year II	7/1/2021 – 6/30/2022	4	\$6,500	7/1/2021 - \$26,000
Year III	7/1/2022 – 6/30/2023	4	\$6,500	7/1/2022 - \$26,000

B. INFORMATION REGARDING: FAILURE TO COMPLETE WORK, DEFAULT AND LITIGATION

Educators Rising:

1. Has never failed to complete work awarded
2. Has never defaulted on a contract
3. Does not have any pending litigation which could affect the organization's ability to perform this agreement
4. Has not had a contract terminated for cause in the past five years (or ever)
5. Has not been named in a lawsuit related to errors and omissions within the past five years (or ever)
6. Has not ever filed for protection under the Federal bankruptcy laws
7. Does not have any other factors or information which the City should be aware that could affect its ability to provide the services being sought.

C. EXCEPTIONS AND ALTERNATIVES

The only exceptions exist in the non-applicability of certain information requirements of this RFP. These include:

- Summary of Relevant Experience: The RFP request a "listing of all projects that the proposer has completed within the last three years." Since the EdRising Academy is a curriculum product, not a professional service, this request is not applicable. Instead, we have provided three schools/districts implementing the curriculum as references.
- Personnel Listing: The RFP requests "a complete listing of the staff identified in the work plan by job classification, along with their resumes." Since the EdRising Academy is a curriculum product, not a professional service, there is no "work plan" which requires staff assignments. Instead, we have provided the names, titles, biographies, and contact information of the staff which will be available to support Waterbury Public Schools, as needed, in implementing the EdRising Academy.

ADDITIONAL DATA

THE SEVEN EDUCATORS RISING STANDARDS

The EdRising Academy curriculum and micro-credentials are aligned to and based on seven Educators Rising Standards which define what high school students need to know and be able to do to take their first steps on the path to accomplished teaching. The standards were created by teachers using the professional consensus model developed by the National Board for Professional Teaching Standards (NBPTS). Additionally, NBPTS's Five Core Propositions provided a philosophical anchor for the standards committee throughout the development process. Other sources that guided the development of the Standards include:

- *InTASC Model Core Teaching Standards (Council of Chief State School Officers)*
- *NBPTS standards for multiple certificate areas*
- *Deeper Learning Framework*
- *High leverage teaching practices (TeachingWorks)*
- *Educator Competencies for Personalized, Learner-Centered Teaching (Council of Chief State School Officers, Jobs for the Future)*
- *Model Code of Ethics for Educators (National Association of State Directors of Teacher Education and Certification)*
- *edTPA Critical Dimensions of Teaching*
- *Education and Training Career Cluster, Teaching and Training Pathway Knowledge and Skill Statements (Advance CTE)*

The seven Educators Rising Standards are:

- I. **Understanding the Profession** – Rising educators learn about the profession to explore career opportunities, develop skills they need, and make informed decisions about pathways to accomplished teaching.
- II. **Learning About Students** – Rising educators learn about themselves and their students for the purpose of building relationships and supporting student development.
- III. **Building Content Knowledge** – Rising educators learn how to build content knowledge for the purpose of creating relevant learning opportunities for their students.
- IV. **Engaging in Responsive Planning** – Rising educators learn how to respond to students' needs through thoughtful planning.
- V. **Implementing Instruction** – Rising educators learn effective instructional strategies to engage students and promote learning.
- VI. **Using Assessments and Data** – Rising educators learn to use assessments and interpret data for the purpose of making decisions that will advance teaching and learning.
- VII. **Engaging in Reflective Practice** – Rising educators learn how reflective practice enables them to advance student learning and grow professionally.

Cross-cutting Themes:

A set of overarching themes are referenced explicitly and implicitly throughout the Standards. While some concepts may hold more meaning for rising educators at present, others will accrue greater significance as rising educators gain experience and grow professionally. These themes are aspirational, communicating a sense of direction for rising educators and a vision for the profession as a whole. The cross-cutting themes include:

- Cultural Competence
- Fairness, Equity, and Diversity
- Reflective Practice
- Ethics
- Collaboration
- Social Justice and Advocacy
- Self-Efficacy

COLLABORATING WITH INSTITUTIONS OF HIGHER EDUCATION

Several high schools and districts have partnered with their local institutions of higher education to offer credit opportunities, for example:

- University of Kentucky College of Education

Dr. Laurie Henry, associate dean for the University of Kentucky College of Education, said it is launching its own version of Educators Rising program this fall. The college will work with some area districts, including Fayette County, and the students will have an opportunity to earn dual credit. "What we're working on building here is opportunities for dual credit so students who are in high school interested in the Educators Rising and becoming a future teacher would actually have opportunities to take some courses in education for dual credit," Henry said.

- University of Louisiana Monroe School of Education

To accomplish this goal, the School of Education is launching Educators Rising during the 2019-20 school year at Neville, Wossman, Oak Grove and Ruston high schools. The project is under the direction of Dr. Amy L. Weems, ULM Assistant Professor of Education. "We are thrilled to be a university partner for the Educators Rising initiative, and we are so encouraged by the commitment of our partner schools that are piloting coursework for the 2019-20 school year,"The curriculum is being used to teach a dual enrollment course at Ruston High School and as a dual credit course at Oak Grove, Neville and Wossman. "Both are taught as a partnership between ULM and approved instructors in these high schools," Weems said.

- University of Alaska Fairbanks School of Education

The School of Education at the University of Alaska Fairbanks is offering participating teacher leaders graduate credit and is the official host of the Educators Rising Alaska state affiliate within the Educators Rising national network. Interim Dean Steve Atwater said, "After more than a decade of working to grow Alaska teachers through our Future Educators of Alaska Program, we are now pleased to improve this work by joining the Educators Rising network. Educators Rising offers us the support, capacity, and resources we need to take important next steps. Given Alaska's difficulty with recruiting teachers, the timing of our move to Educators Rising couldn't be better."

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
WATERBURY, CT 06702

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

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

The undersigned acknowledges receipt of addenda numbered: (insert date) 3/20/2020

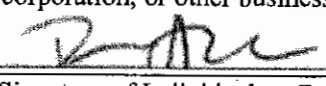
- 1 Final Professional Services Agreement Template 4 Attach A - Corporate Resolution
2 Attach A - Annual Statement of Financial Interest 5 Attach A - Disclosure and Certification Affidavit
3 Attach A - Certification Regarding Debarment 6 Attach A - LLC Resolution

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

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

35-0975844

Social Security Number
or Federal Identification Number


Signature of Individual or Corporate Name
Reginald Johnson, Chief of Strategic Partnerships
Corporate Officer
(if applicable)

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

Name Educators Rising, a Division of PDK International
By: Dr. Reginald Johnson, Chief of Strategic Partnerships
(Title)
Business Address: 1820 N. Fort Myer Dr., Suite 320
(City, State, Zip Code)
Arlington, VA, 22209
Phone: 571.335.0681

Date: 3/20/2020

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



Memorandum

To: Board of Aldermen

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

Date: June 26, 2020

Re: Board of Aldermen Approval Request / Career Aptitude Inventory Assessments and Industry Recognized Credential Assessments - Executive Summary – Precision Exams, LLC, d/b/a YouScience

The Academic Office/Education Department respectfully requests your approval for the above-referenced contract in the amount of \$236,550 for Career Aptitude Inventory Assessments and Industry Recognized Credential Assessments between the City of Waterbury and Precision Exams, LLC, d/b/a YouScience.

This contract was initiated under the Request for Proposal (RFP #6658). After advertising a RFP on two separate occasions, Precision Exams, LLC was the only responder. Precision Exams, LLC d/b/a YouScience provides a career aptitude and industry recognized credentialing online platform for students in grades six through twelve. The career aptitude platform, called YouScience, engages students in a variety of game like assessments. Upon completion students will be able to view their aptitudes and interests that are connected with possible career pathways. This information can be extremely powerful to assist students with Pre-Academy and Academy selections, along with choosing their specific career pathway. Ultimately this platform will guide students to leverage data driven work based learning experiences to prepare them for college, career and life readiness. This platform can be utilized by any teacher, student and counseling staff to engage in career connected learning and will be accessed on an annual basis that drives student decisions. This company also provides a standards based, industry recognized credentialing online platform. Teachers are able to access industry based, content specific standards to plan their curriculum, instruction and assessment. Students are then able to take the course specific, standards based assessments. Upon earning proficiency, students will earn a certificate. This is something that students can highlight on their resumes and college applications that designate mastery of content. Data has shown that students earning industry recognized credentials while in high school increase their college, career and life readiness through career connected learning. Waterbury Public Schools students who leverage Precision Exams platforms will become better prepared for post-secondary success.

In compliance with Connecticut state law, the City seeks to provide standards based platforms in grades 6-12 for Career and Technical Education as it relates career pathways Industry Recognized Credential assessments, career aptitudes profiles and snapshots. The Career Aptitudes platform will include profiles for all high school students and snapshots for all middle school students including Enlightenment and State Street. The Industry Recognized Credentials platform includes all high schools. (Crosby, Kennedy, Wilby, Waterbury Career Academy)

The Contract Term is five years effective on the date signed by the Mayor. The project is being funded by the Title 4 grant in the amount of \$236,550.



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

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
203-573-5029
Attachment
Cc: Attorney *Dawn Desantis*
File: CRT20-182

PROFESSIONAL SERVICES AGREEMENT

RFP No. 6658

for

**Career Aptitude Inventory Assessments and Industry Recognized
Credential Assessments**

between

**The City of Waterbury, Connecticut
Board of Education, Education Department
and**

Precision Exams, LLC, d/b/a YouScience

THIS AGREEMENT (hereinafter the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (hereinafter the "City") and Precision Exams, LLC, Precision Exams d/b/a/ YouScience (hereinafter "Precision Exams" or "Consultant(s)"), with its principal place of business located at 751 Quality Drive, Suite 200, American Fork, Utah 84003, a State of Delaware duly registered limited liability company.

WHEREAS, the Consultant submitted a proposal to the City responding to RFP No. 6658 for Career Aptitudes Inventory Assessments and Industry Recognized Credential Assessments with related standards and professional learning.; and

WHEREAS, the City selected the Consultant to perform services regarding RFP No. 6658; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of providing Career Aptitudes Inventory Assessments and Industry Recognized Credential Assessments with related standards and professional learning to the City of Waterbury Education

Department/Waterbury Public Schools as detailed herein. The Career Aptitudes platform will include profiles for all high school students and snapshots for all middle school students including Enlightenment and State Street Schools. The Industry Recognized Credentials Platform includes all high schools (Crosby, Kennedy, Wilby, Waterbury Career Academy). The Project is further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1. City of Waterbury's Request for Proposals ("RFP") #6658 for Career Aptitudes Inventory Assessments and Industry Recognized Credential Assessments consisting of ten (10) pages, excluding attachments thereto (attached hereto);
- 1.1.2. Addendum #1 to City's RFP#6658 dated May 6, 2020, consisting of one (1) page (attached hereto);
- 1.1.3. Precision Exam's Updated Cost Proposal, prepared on June 4, 2020 (Reference No. 20200604-140424426), consisting of two (2) pages (attached hereto);
- 1.1.4. Precision Exam's Response to RFP #6658, dated May 14, 2020, consisting of forty (40) pages (attached hereto);
- 1.1.5. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (attached hereto);
- 1.1.6. Certificates of Insurance (attached hereto);
- 1.1.7. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.1.8. All licenses (incorporated by reference).

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

- 1.2.1. City's aforementioned RFP #6658
- 1.2.2. Addendum Number 1 to City's RFP #6658

1.2.3. Precision Exam's Updated Cost Proposal

1.2.4. Precision Exams' Response to City's RFP #6658

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

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

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Consultant's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided. In addition to the privacy policies maintained by Precision Exams, Precision Exams shall comply with the confidentiality and privacy provisions contained herein (sections 3.2 and 3.3, following).

3.1 Criminal Background Check and DCF Registry Check. The Consultant 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 Consultant 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 Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

3.2 Confidentiality/FERPA. Consultant 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. Consultant 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 Consultant or gathered by the Consultant 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 Consultant shall be used solely for the purposes of providing services under this Agreement.

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

3.3. 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 Consultant.

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 Consultant except in instances where such data is (A) otherwise prohibited from deletion or required

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

3.3.2. The Consultant 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 Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant 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 Consultant, and correct any erroneous information therein.

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

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

3.3.6. Student Data shall not be retained or available to the Consultant upon expiration of the Agreement between the Consultant and City, except a student,

parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Consultant after the expiration of such Agreement for the purpose of storing student-generated content.

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

3.3.8. The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

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

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

3.6. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the

Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

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

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

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

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

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

3.10.2 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;

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

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

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

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

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

3.11. Reporting Requirement. The Consultant shall deliver periodic, timely, or as requested by the City, written reports to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by the authoring Consultant representative or by the person designated by Consultant with the authority to sign said reports.

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

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant

hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. Precision Exams shall commence all work and services required under this Contract on July 1, 2020 and shall complete all work and services required under this Contract by July 1, 2025. ("Contract Time");

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

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed TWO HUNDRED AND THIRTY SIX THOUSAND, FIVE HUNDRED AND FIFTY THOUSAND DOLLARS and 00/100 CENTS (\$236,550.00) for the entire Contract term and shall not exceed FORTY SEVEN THOUSAND, THREE HUNDRED AND TEN DOLLARS and 00/100 CENTS (\$47,310.00) for each year of the contract, beginning July 1, 2020; and shall be in accordance with Consultant's Updated Cost Proposal, prepared on June 4, 2020, and Consultant's proposal, dated May 12, 2020.

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

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

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 6658** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other contract.

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

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

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including

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

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

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

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

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

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

9. Consultant's Insurance.

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

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

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

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

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

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

9.4.5 Professional Liability Insurance: \$1,000,000.00 each wrongful act, and \$1,000,000.00 aggregate limit

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

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

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

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

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

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

Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

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

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act

provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

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

12. This section intentionally left blank.

13. Termination.

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

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the

Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

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

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

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

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

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

13.4. Rights Upon Cancellation of Termination.

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

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

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

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under

this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

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

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

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

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

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

15.4. strikes and labor disputes; and

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

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

meet their schedule set forth in Section 5 of this Contract.

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

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

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

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

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

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its

services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's RFP No 6658; (ii) Addendum #1 to RFP No 6658; (iii) the Consultants Updated Cost Proposal, prepared on June 4, 2020; and (iv) the Consultants Response to RFP No. 6658, dated May 14, 2020.

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

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

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

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

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

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

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

Consultant: Precision Exams, LLC
d/b/a/ YouScience
751 Quality Dr., Suite 200
American Fork, UT 84003

City: City of Waterbury
Education Department
c/o Supervisor of Career & Technical Education
236 Grand Street
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes,

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

- 32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- 32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
- 32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- 32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- 32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission,

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

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

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

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

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

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through

34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

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

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

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

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

(signature page follows)

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

**PRECISION EXAMS, LLC
D/B/A YOUSCIENCE**

Kathleen G. Quinn

By: [Signature]

Andrey Truelsen

Its CEO

Date: 6/29/20

ATTACHMENT A

1. City of Waterbury's Request for Proposals ("RFP") #6658 for Career Aptitudes Inventory Assessments and Industry Recognized Credential Assessments consisting of ten (10) pages, excluding attachments thereto (attached hereto);
2. Addendum #1 to City's RFP#6658 dated May 6, 2020, consisting of one (1) page (attached hereto);
3. Precision Exam's Updated Cost Proposal, prepared on June 4, 2020 (Reference No. 20200604-140424426), consisting of two (2) pages (attached hereto);
4. Precision Exam's Response to RFP #6658, dated May 14, 2020, consisting of forty (40) pages (attached hereto);
5. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (attached hereto);
6. Certificates of Insurance (attached hereto);
7. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and

REQUEST FOR PROPOSAL #6658
BY
THE CITY OF WATERBURY
Education Department

A. Background and Intent

The City of Waterbury, Department of Education (hereinafter “City”), is seeking an educational partner that can provide Career Aptitudes inventory assessments and Industry Recognized Credential assessments that are standards based and provide training for teachers on how to utilize both platforms online.

In compliance with Connecticut state law, the City seeks to provide standards based platforms in grades 6-12 for Career and Technical Education as it relates career pathways Industry Recognized Credential assessments, career aptitudes profiles and snapshots.

B. Qualifications

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

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

C. Scope of Services

The Career Aptitudes platform will include profiles for all high school students and snapshots for all middle school students including Enlightenment and State Street.

The Industry Recognized Credentials platform includes all high schools.

(Crosby, Kennedy, Wilby, Waterbury Career Academy)

The platform is expected to be:

- a. Aligned with Common Career Technical Core, and/or Common Core State Standards and/or industry based standards.
- b. Unique, engaging and classroom friendly.
- c. Provides standards and testing portals that allows students to earn Industry Recognized Credentials in their chosen career pathway and Academy.
- d. Include measures of aptitudes and ability to connect natural talent with in-demand careers. Cut through social noise and gender biases to create more equity and access – matches users to their best-fit careers and giving them the confidence and data to make informed decisions about their futures.
- e. Combines objective measures of aptitudes (natural abilities most important to career choice) with interests to match talent with best-fit, in-demand careers. Aptitudes cut through gender and societal biases that limit visions of opportunities, creating larger, more diverse talent pipelines.

- f. Real measures of Aptitudes-Psychometrically-valid brain games to uncover users' natural talents, then combine those aptitude measures with interests to generate a Profile. Within their Profile, users can explore their aptitudes, review personalized career matches, and develop affirming language to better highlight their assets in interviews and resumes.
- g. Within the certification platform, educators also have access to robust reports that help gauge student progress and promote program improvement. Demonstrate their learned skills and knowledge with industry-recognized certifications
- h. easy-to-use administrative portal allows you to assign assessments and track progress, as well as view, print, or share results for participants in your organization.
- i. Include a comprehensive resource library of customizable collateral to make it simple, engaging, and seamless to implement.
- j. provide high-quality, industry-recognized Career and Technical Education certifications that help your students validate the knowledge and skills they have gained in the classroom.
- k. Extensive Library Covering National Career Clusters. Library of over 160 Career Skills Exams and stackable credentials are aligned with industry-recognized standards, enabling teachers and administrators across the country to meet these specific reporting requirements.
- l. Profile, students can find that nexus of their natural aptitudes (what they Naturally do well), interests (what they love to do) and opportunity (what the market needs them to do
- m. 100% online so that students have 24x7 access. Continued access to the Profile as a consistent source of personal and career information for the next 10 years as student's transition from high school to college to career
- n. Aptitude assessments that use engaging exercises rather than self-reported surveys
- o. An interest survey created by the Department of Labor that generates valid RIASEC Holland codes. Users can retake the interest survey as they are exposed to new experiences.
- p. A proprietary algorithm that generates career and academic path recommendations based on a combination of natural aptitudes and interests
- q. Up to date information on approximately 500 careers including job forecasts, recommended education investments, and a personalized FIT profile to that career
- r. Personalized feedback on natural abilities including self-language, tips, and aptitude descriptions.
- s. Downloadable reports making it easy to share information with counselors and parents
- t. Easy to use self-language to improve college application essays, resumes, interviews and recommendation letters
- u. If the vendor utilizes an online data management system, it must comply with all applicable FERPA laws.

Professional Learning Plan

The City desires a partner that can provide training to staff members and teachers of each building. Phone, email and webinars are accessible to the district to ensure effective implementation across the school district.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be **July 1, 2020 – July 1, 2025**.

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00pm on May 5th, 2020**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by 2:00pm on May 7th, 2020**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

F. Management

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

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

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

H. Proposal Requirements & Required Format

One original (clearly identified as such) and **three (3)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 a.m. on May 13th, 2020.**

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
2. Experience, Expertise and Capabilities
 - a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
 - b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

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

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

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
 - d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements

Not Applicable

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

Waterbury Public Schools - 5 Year Comprehensive District License

Prepared on June 4, 2020 - Reference: 20200604-140424426

Waterbury Public Schools

58 Griggs Street
Waterbury, CT 6704
United States

Mike Merati

Supervisor of Career & Technical Education
mmerati@waterbury.k12.ct.us
203-573-5029

Comments

Thank you! We appreciate your business.

Kellie Openshaw - Regional Director at Precision Exams, LLC



Products & Services

YouScience: Academic Advising Site License (Profile)

5 x \$3,000.00 / year

High school site license includes unlimited admins, teachers and students. Access to analytic tools and admin dashboard. Five schools included: Kennedy HS, Crosby HS, Wilby HS, Waterbury Career Academy HS, Waterbury Arts Magnet School* *has access to Profile and Snapshot

YouScience: Academic Advising Site License (Snapshot)

3 x \$2,000.00 / year

Middle school site license includes unlimited admins, teachers and students. Access to analytic tools and admin dashboard. Four schools included: Wallace MS, Westside MS, North End MS, Waterbury Arts Magnet School* *Waterbury middle school included with High School Profile purchase

YouScience: Small School Academic Advising Site License (Profile)

2 x ~~\$3,000.00 / year~~

\$1,500.00 discount **\$3,000.00 / year**

High school site license includes unlimited admins, teachers and students. Access to analytic tools and admin dashboard. For schools with FTE less than 300. Two schools included: Enlightenment*, State Street* *Both have access to Profile and Snapshot

YouScience: Small School Academic Advising Site License (Snapshot)

4 x ~~\$2,000.00 / year~~

\$500.00 discount **\$6,000.00 / year**

Middle school site license includes unlimited admins, teachers and students. Access to analytic tools and admin dashboard. For schools

with FTE less than 300. Four schools included: Carrington, Reed, Gilmartin, Duggan

Precision Exams: Site License	4 x \$4,950.00 / year
High school site license includes unlimited admins, teachers and students. Unlimited access to full exam library (including 21st Century Skills Suite). Unlimited testing (pre/post/benchmark/retakes) Access to analytic tools and admin dashboard. Four schools included: Kennedy HS, Crosby HS, Wilby HS, Waterbury Career Academy HS	

Recurring discount	\$5,000.00 / year
Recurring subtotal	\$49,800.00 / year
5% Multi-Year Discount	\$2,490.00
Total	\$47,310.00

This quote expires on September 30, 2020.

Questions? Contact me



Kellie Openshaw
Regional Director
kopenshaw@precisionexams.com
+1 (801) 653-0759

Precision Exams, LLC
751 Quality Drive, Suite 200
American Fork, UT 84003
US

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.065 and 39.101 of said Code.

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

I have read and agree to the above certification.

Precision Exams, LLC dba YouScience
(Name of Company, if applicable)

Audrey Nielsen
Signature of Individual (or Authorized Signatory)

6/17/2020
Date

Audrey Nielsen, HR & Accounting Specialist
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

X emailed

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

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

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

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

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

Precision Exams, LLC dba YouScience
751 Quality Drive, #200
American Fork, UT 84003

Print Name and Title of Authorized Representative:

Audrey Nielsen HR/Accounting
Audrey Nielsen specialist

Signature of Authorized Representative:

Date: 6/17/2020

CITY OF WATERBURY

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

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

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

State of Utah

TIN
SS: 20-4923011

County of Utah

Audrey Nielsen, being first duly sworn, deposes and says that:

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

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

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

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

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

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

CITY OF WATERBURY

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Kellie Openshaw	Regional Director	Precision Exams LLC	CTE	
2 Alex Pastina	Customer Success mgr	dba	exams	
3 Robbie Rauzi	Customer Support mgr	YouScience	reports &	
4			certifications	

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
Kellie				
1 Openshaw	Regional Director	Precision Exams LLC	Health	2/5/2020
2		dba YouScience	Science Bundle License	
3			for certifications/reports	
4			@Waterbury Career Academy High	

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

CITY OF WATERBURY

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

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

Name	Title	DOB	Stock %
1 YouScience LLC	LLC	2/27/2020	45.47
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 YouScience	DE	U.S.
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of: **N/A**

Witness

Name of Partnership/Business

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

Address of Business

State of _____)
) SS
County of _____)

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

My Commission Expires: _____ (Notary Public)

Audrey Nielsen
Witness

American Fork, UT 84003

Its: CEO
Title

CITY OF WATERBURY

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

State of Utah)

) SS

County of Utah)

Edson Barton being duly sworn,

deposes and says that he/she is CEO of Precision and Exams LLC
that he/she answers to the foregoing questions and all statements therein are true and alba
correct. YouScience

Subscribed and sworn to before me this 22 day of June ~~201~~ 2020

Audrey Nielsen
(Notary Public)

My Commission Expires: 9/4/23

LIMITED LIABILITY COMPANY RESOLUTION

I, Edson Barton, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Precision Exams LLC, dba YouScience a limited liability company organized and existing under the laws of the State of Delaware, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 27 day of Feb, 2020.

It is hereby resolved that Edson Barton is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof. not exact wording but same meaning

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Precision Exams LLC this 22 day of June, 2020. dba YouScience



Manager/Member

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY
MEMORANDUM

To: Frank Caruso, Tax Collector
From:
cc:
Subject: Tax Delinquencies-
Attachments: Disclosure and Certification Affidavit
Date:

Please provide me with a tax clearance statement regarding the following entities: (names and addresses):

Precision Exams, LLC dba YouScience
751 Quality Dr. #200
American Fork, UT 84003
TIN 20-4923011

If your research shows any **delinquency**, please provide me with a worksheet from your office notifying this office on what is delinquent.

Thank you.

LIMITED LIABILITY COMPANY RESOLUTION

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

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

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____, LLC this _____ day of _____, 201__.

Manager/Member



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2020

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

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

PRODUCER Caliber Select Insurance 1434 E 820 N Orem UT 84097		CONTACT NAME: Erika Wilde PHONE (A/C, No, Ext): 8017691575 E-MAIL ADDRESS: erika@caliberins.com FAX (A/C, No):	
INSURED Precision Exams, LLC, DBA YouScience 751 Quality Dr Ste 200 American Fork UT 84003		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS IND CO OF AMER INSURER B: TRAVELERS CAS INS CO OF AMER INSURER C: TRAVELERS PROPERTY CAS CO OF AMER INSURER D: INSURER E: INSURER F:	
		NAIC # 25666 19046 25674	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cyber & Electronic Data Processing <input type="checkbox"/> Electronic Errors and Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	X	6804K892944	12/28/2019	12/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA8N870850	12/28/2019	12/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP5K028326	12/28/2019	12/28/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Waterbury, Education Department

236 Grand Street
c/o Supervisor of Career and Technical Education
Waterbury CT 06702

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

AUTHORIZED REPRESENTATIVE

Erika Wilde

© 1988-2015 ACORD CORPORATION. All rights reserved.

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Mike Merati

Project: Online Student Training

Date : 4/21/20

Description of Work/Services: Online Student Training

Contract Term:

Recommended Insurance Coverages and Limits:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Waterbury

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate


4/21/20

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and BOE is listed as an Additional Insured on a primary and non-contributory basis on all policies except Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

CITY OF WATERBURY
PROJECT OR CONTRACT CERTIFICATION

To: Director of Purchasing

Re: Project: Career aptitudes and industry recognized credentials

Contract: _____

Contractor: _____

Funding Source: Alliance grant

Cost of Project: \$45,000

Cost of Contract: \$135,000

Amount of State Funds: \$135,000

I hereby certify that I, Michael Merati, Department Head, or Department Head designee, have reviewed the requirements of the above-mentioned project/contract and have determined that:

	Applies	Does not apply
Good Jobs Ordinance: <i>(in the event that this applies, I have notified and made appropriations for funding of the Good Jobs Administrator)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Section 3 – Housing and Urban Development Act: <i>(in the event that this applies, I have notified the Section 3 Coordinator)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.G.S. § 4a-40g set-aside requirements: <i>(in the event that this applies, the contract is municipal public works contract that requires a State set-aside)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Academic Office - CTE

Department

20 April 2020

Date

Department Head/Designee Signature

Michael Merati

Print Name



Memorandum

To: Board of Aldermen

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

Date: June 26, 2020

Re: Board of Aldermen Approval Request / Internet Based Career Exploration and Career Planning Platform - Executive Summary – Strivven Media

The Academic Office/Education Department respectfully requests your approval for the above-referenced contract in the amount of \$86,180.50 for Internet Based Career Exploration and Career Planning platform between the City of Waterbury and Strivven Media.

The Purchasing Director of the City has determined that the Consultant is a Sole Source Provider of said program and service. This was as sole source procurement pursuant to §38.026 of the City of Waterbury Ordinances. A sole source letter was provided by the Department of Purchasing on April 30, 2020. The Virtual Job shadow online platform engages all students in grades six through twelve with work based learning experiences that prepare students to be college, career and life ready. The platform is robust that includes authentic, real life job shadowing videos, career assessments, lesson and curriculum builders, data reporting and support that are unique. This platform is nationally recognized and utilized across the country in many school districts.

The Contract Term is three years effective on the date signed by the Mayor. The project is being funded by the Perkins Grant in the amount of \$86,180.50.

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

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
203-573-5029
Attachment
Cc: Attorney *Dawn Desantis*
File: CRT20-125

PROFESSIONAL SERVICES AGREEMENT
for
VirtualJobShadow.com Licenses
between
The City of Waterbury, Connecticut
and
Strivven Media, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Strivven Media, LLC, located at 1280 Hendersonville Road , Asheville, North Carolina, a State of North Carolina duly registered foreign Limited Liability Company (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City for an internet-based career exploration and career planning program for grades six through twelve; and

WHEREAS, the Purchasing Director of the City has determined that the Consultant is a Sole Source Provider of said program and service; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and Consultant shall deliver and install VirtualJobShadow.com licenses to certain City schools and shall also be responsible for account preparation, customization of a success plan, maintenance, ongoing support and on-site product training as more particularly detailed and described in the Striven Media Quote attached hereto and made part hereof as if fully set forth herein as part of **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Consultant's Quote, dated April 22, 2020 consisting of 9 pages, attached hereto.
- 1.1.2 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference.
- 1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference.
- 1.1.4 Certificates of Insurance, incorporated by reference.
- 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference.
- 1.1.6 All licenses, incorporated by reference.

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

- 1.2.1 Consultant's Quote
- 1.2.2 All applicable Federal, State and local statutes, regulations charter and ordinances

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

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

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and

ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8. This section intentionally left blank.

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

3.10 Student Data Privacy.

3.10.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to this Agreement are not the property of, or under the control of, EBS or its employees.

3.10.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of EBS or its employees 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 EBS or its employees. 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 EBS or its employees 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 EBS and/or its employee(s) that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.10.3 Neither EBS nor its employees shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.10.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If EBS or its employees receive a request to review Student Data in their possession directly from a student, parent, or guardian, EBS and its employee(s) agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. EBS and its employees 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 EBS or its employees, and correct any erroneous information therein.

3.10.5 EBS and its employees shall take actions designed to ensure the security and confidentiality of student data.

3.10.6 EBS and its employees 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 EBS or its employees of a breach of Student Data, EBS shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the

breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

3.10.8 EBS and the 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.

3.10.9 EBS and its employees acknowledge and agree to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

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

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

5. Contract Time. The Consultant shall commence all work and services required under this Contract on July 1, 2020 and shall complete all work and services required under this Contract on June 30, 2023. ("Contract Time"):

5.1. Time is and shall be of the essence for the completion of all work and services to be performed hereunder. Consultant agrees that it shall provide services, regularly, diligently and uninterruptedly as requested by the City, within the Contract Time stated above. It is expressly understood and agreed, by and between Consultant and City, that the Contract Time and services to be provided is reasonable.

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **EIGHTY-SIX THOUSAND ONE HUNDRED EIGHTY DOLLARS and FIFTY CENTS (\$86,180.50)** and shall be in accordance with Consultant's Quote dated April 22, 2020.

6.1.1	License Fees Year 1 In an amount not to exceed Twenty Three Thousand Seven Hundred Seventy Dollars.....	\$23,770.00
6.1.2	License Fees Year 2 In an amount not to exceed Twenty Nine Thousand Eight Hundred Forty-Eight Dollars and Fifty Cents.....	\$29,848.50
6.1.3	License Fees Year 3 In an amount not to exceed Thirty Two Thousand Five Hundred Sixty-Two Dollars.....	\$32,562.00
6.1.4	Total Compensation. In an amount not to exceed Eighty-Six Thousand One Hundred Eighty Dollars and Fifty Cents.....	\$86,180.50

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

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

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other

documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

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

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

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

8. Indemnification.

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

limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

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

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best

financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

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

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

9.4.2 Professional Liability Insurance/ Errors/ Omissions: \$1,000,000.00 each Wrongful Act. \$1,000,000.00 Aggregate

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

9.4.3 Cyber Liability \$1,000,000.00 each Wrongful Act. \$1,000,000.00 Aggregate

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

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

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

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

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

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

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

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the

applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. This section intentionally left blank.

13. Termination.

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

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the

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

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

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted

(pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

15. Force Majeure. Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

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

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

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

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

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

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

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

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible

for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall

thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** this Contract **(ii)** the Consultant's Quote.

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

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

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

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

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered

in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: Strivven Media, LLC
Hendersonville Road
Asheville, North Carolina 28803

City: City of Waterbury
Department of Education
c/o Chief Academic Officer
236 Grand Street
Waterbury, CT 06702

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

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

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a

subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

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

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

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without

limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

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

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

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

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those

records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____


WITNESSES:

STRIVVEN MEDIA, LLC



Ilya Gorelik, CTO

05/30/2020

By: 

Kim Celentano, CEO and President

Date: 05/30/2020

ATTACHMENT A

1. Consultant's Quote, dated April 22, 2020 consisting of 9 pages, attached hereto.
2. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference.
3. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference.
4. Certificates of Insurance, incorporated by reference.
5. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference.
6. All licenses, incorporated by reference.

STRIVVEN MEDIA

Creators of VirtualJobShadow.com® & VJSJunior.com™

1280 Hendersonville Rd

Asheville, NC. 28803

888.908.4924 office | 828.348.1770 fax

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

RE: Sole Source Vendor

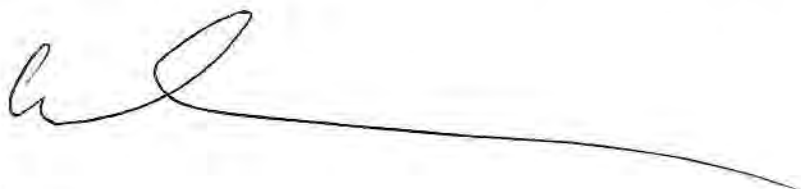
Dear Kevin McCaffery,

This letter confirms that VirtualJobShadow® is a sole source product.

VirtualJobShadow® is an Internet-based program career exploration and career planning product manufactured, sold, and distributed exclusively by Strivven Media, LLC. It is designed to inform students about the education and skills needed to reach the careers of their choice. The product features award-winning comprehensive career profiles enhanced with unique day-in-the-life videos, post-secondary school and job searches, career assessments, Soft Skills Mini Lessons, administrative tools for real-time reporting and tracking of data, plus much more.

This unique product is available only through licensing with Strivven Media. Strivven Media is the sole source vendor of VirtualJobShadow®, which is purchased as a subscription. Competition is precluded due to Strivven Media's exclusive ownership of the trademarks and copyrights in and associated with the program as well as the license and user agreements that preclude users from using the product other than its intended use. There is no other product that would serve the same purpose or function, and there is only one price for the product due to Strivven Media's exclusive control over the associated intellectual property rights. The product must be purchased directly from Strivven Media at the address below.

Sincerely,




Kim Celentano
CEO & President
Strivven Media, LLC
1280 Hendersonville Rd
Asheville, NC 28803
888.908.4924 office | 828.348.1770 fax

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Michael Merati, Supervisor of Career & Technical Education
From: Kevin McCaffery, Director of Purchasing 
Subject: Sole Source for VirtualJobShadow® provided by vendor Strivven Media
Date: April 30, 2020

After review of the sole source letter from Strivven Media, LLC indicating that they are the only source that can provide the product titled VirtualJobShadow® which is the product required by your department, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).

STRIVVEN MEDIA

Creators of VirtualJobShadow.com® & VJSJunior.com™

1280 Hendersonville Rd

Asheville, NC. 28803

888.908.4924 office | 828.348.1770 fax

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

RE: Sole Source Vendor

Dear Kevin McCaffery,

This letter confirms that VirtualJobShadow® is a sole source product.

VirtualJobShadow® is an Internet-based program career exploration and career planning product manufactured, sold, and distributed exclusively by Strivven Media, LLC. It is designed to inform students about the education and skills needed to reach the careers of their choice. The product features award-winning comprehensive career profiles enhanced with unique day-in-the-life videos, post-secondary school and job searches, career assessments, Soft Skills Mini Lessons, administrative tools for real-time reporting and tracking of data, plus much more.

This unique product is available only through licensing with Strivven Media. Strivven Media is the sole source vendor of VirtualJobShadow®, which is purchased as a subscription. Competition is precluded due to Strivven Media's exclusive ownership of the trademarks and copyrights in and associated with the program as well as the license and user agreements that preclude users from using the product other than its intended use. There is no other product that would serve the same purpose or function, and there is only one price for the product due to Strivven Media's exclusive control over the associated intellectual property rights. The product must be purchased directly from Strivven Media at the address below.

Sincerely,



Kim Celentano
CEO & President
Strivven Media, LLC
1280 Hendersonville Rd
Asheville, NC 28803
888.908.4924 office | 828.348.1770 fax

STRIVENMEDIA**QUOTE**

P: 888.908.4924

F: 828.348.1770

E: CUSTOMERSERVICE@VIRTUALJOBSHADOW.COM
VirtualJobShadow.com is a division of Striven Media

Customer	Waterbury Public Schools 236 Grand Street Waterbury, CT 06702
Attention	Michael Merati
Project	VirtualJobShadow.com Site Licenses for Grades 6-12 at 14 Schools at Waterbury Public Schools *If the purchase order or payment is received by March 31, 2020, the site licenses are automatically extended an additional three months.

Sales Rep	Shelly Dunnivant
Email	mdunnivant@striven.com
Phone	888-908-4924 ext. 18
Date	Apr 22, 2020

Total: \$ 23,770.00

Qty	Item	Description	Term	Unit Price	Total
6	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 300 students at each of the following school(s): State Street, Carrington Elementary School, Duggan Elementary School, Enlightenment Program, John G. Gilmartin Elementary School & Jonathan Reed Elementary School	1 Year	\$ 1,350.00	\$ 8,100.00
2	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 900 students at each of the following school(s): Waterbury Arts Magnet School & Waterbury Career Academy High School	1 Year	\$ 2,155.00	\$ 4,310.00
5	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 1,200 students at each of the following school(s): Crosby High School, North End Middle School, Wallace Middle School, West Side Middle School & Wilby High School	1 Year	\$ 2,395.00	\$ 11,975.00
1	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 1,600 students at each of the following school(s): Kennedy High School	1 Year	\$ 2,695.00	\$ 2,695.00
14	Implementation and Success Services	Includes account set up, customized success plan, staff product training, ongoing support and much more to ensure successful product adoption. See next page for more detail.	1 Year	\$ 650.00	\$ 9,100.00

Discount to match original quote

Sub Total: \$ 36,180.00**Discount: \$ 12,410.00****Total: \$ 23,770.00****NOTES:**

Pricing is based on a 3-year commitment from Waterbury Public School District, billable in 3 annual installments. In the event that Waterbury Public County School District desires to cancel this agreement before the end of this term, Waterbury Public School District shall remain responsible for 100% of the amount of this agreement.

Striven Media will send Year 1 Invoice for \$23,770.00 on 07/01/2020.

Striven Media will send Year 2 Invoice for \$29,848.50 on 07/01/2021.

Striven Media will send Year 3 Invoice for \$32,562.00 on 07/01/2022.

Total 3 Year amount is \$86,180.50.

ORDERING:

Please FAX Purchase Order to:

F: 828.348.1770

Or MAIL Purchase Order to:

STRIVVEN MEDIA, LLC
1280 HENDERSONVILLE RD.
ASHEVILLE, NC 28803

If you have any questions regarding this quote please do not hesitate to contact us. This quote is valid for 30 days.

Thank you!

STRIVENMEDIA

Implementation and Success Services

The entire Striven Media team is committed to helping your school or organization embrace the greatest value with VirtualJobShadow.com, VJSJunior.com and LifePath. To ensure your experience is successful, we guide you through the implementation and adoption processes with deliberate supports. These supports lead to sustained success with your selected product(s). Below is a detailed guide showing how our team of experts will support you throughout the duration of your license.

Services Include:

- **Dedicated Account Manager**

From day one, you'll work closely with a dedicated Account Manager who becomes your school or organization's champion. Your Account Manager supports you annually and through every stage, from implementation and training, through adoption, to transformation!

- **Customized Success Plan**

Your Sales Representative and Account Manager team up to guide you in creating a personalized success plan. We gather all information, handle logistics, schedule trainings, develop goals, set targets, you name it! No stone is left unturned.

- **Account Set Up & Maintenance**

We know how excited you are to get your staff and students/clients up and running! Guess what- so are we! Whether through bulk uploads, Single Sign On (SSO) integration, or Rostering, your Account Manager will ensure that you are ready to roll.

- **Ongoing Customer Support (via phone, email, and chat)**

Throughout the term of your license, your entire staff has access to our friendly, knowledgeable customer support team, Monday-Friday, 8AM-6PM ET. Customer Service staff are on site in Asheville, NC, easy to reach by phone, and very helpful.

- **Roadmaps, Best Practices & Much More!**

Want to know how other schools like yours are using our products? Need a 4-week Roadmap or cross-curricular alignments to get you started? We provide you with a treasure trove of helpful materials that will transform your adoption while energizing your staff!

- **Product Training & Workshop Webinars**

We provide frequent product trainings and in-depth feature Webinars all year long. Your staff has unlimited access to any of these and can register anytime. If the times offered aren't convenient, we'll add some webinars just for you!

- **Media Kit & Promotional Materials**

Because you'll want to notify community stakeholders, including parents and local business partners, about how your school/organization is preparing the next generation for 21st century careers, we're happy to provide you with digital VirtualJobShadow.com and VJS Junior.com flyers and posters that you can print for distribution. We can also provide you with a media kit so you can share our logos on your website, write press releases for local media, and spread the news about our partnership.

Additional Services

Please ask your Account Manager for more information, including fees, about the following options:

- **On-Site Training**

We offer face-to-face product training at your location to clients desiring greater implementation proficiency. Live training is ideal for anyone who may require additional support in building a collective excitement with staff around the integration of our products.

- **Train-the-Trainer services**

Want to visit our headquarters in beautiful Asheville, NC and receive in-depth training with our expert staff? This solution is ideal for clients desiring a more personalized, intensive approach for the staff technology instructor.

- **Consultative Support**

Are you seeking deeper and more intentional cross-curricular and instructional supports that empower your district team to either build out a series of personalized career lessons or to detail how your purchased resources support current pacing guides and local curriculum? If so, Consultative Support is for you. This service moves beyond initial training and best practices to jointly reflect on current roadmaps and pacing guides to see how product adoption enhances those resources.

- **Promotional Materials for Purchase**

If you would like to order more promotional items branded with our logos, including magnets, stickers, draw string bags, pens, pencils, etc, your Account Manager will be happy to provide you with a catalogue.

P: 888.908.4924

F: 828.348.1770

E: CUSTOMERSERVICE@VIRTUALJOBShadow.COM
VirtualJobShadow.com is a division of Strivven Media

Customer	Waterbury Public Schools 236 Grand Street Waterbury, CT 06702
Attention	Michael Merati
Project	VirtualJobShadow.com Site Licenses for Grades 6-12 at 14 Schools at Waterbury Public Schools *If the purchase order or payment is received by March 31, 2020, the site licenses are automatically extended an additional three months.

Sales Rep	Shelly Dunnavant
Email	mdunnavant@strivven.com
Phone	888-908-4924 ext. 18
Date	Apr 22, 2020

Total: \$ 29,848.50

Qty	Item	Description	Term	Unit Price	Total
6	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 300 students at each of the following school(s): State Street, Carrington Elementary School, Duggan Elementary School, Enlightenment Program, John G. Gilmartin Elementary School & Jonathan Reed Elementary School	1 Year	\$ 1,350.00	\$ 8,100.00
2	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 900 students at each of the following school(s): Waterbury Arts Magnet School & Waterbury Career Academy High School	1 Year	\$ 2,155.00	\$ 4,310.00
5	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 1,200 students at each of the following school(s): Crosby High School, North End Middle School, Wallace Middle School, West Side Middle School & Wilby High School	1 Year	\$ 2,395.00	\$ 11,975.00
1	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 1,600 students at each of the following school(s): Kennedy High School	1 Year	\$ 2,695.00	\$ 2,695.00
14	Implementation and Success Services	Includes account set up, customized success plan, staff product training, ongoing support and much more to ensure successful product adoption. See next page for more detail.	1 Year	\$ 650.00	\$ 9,100.00

Sub Total: \$ 36,180.00**Discount: \$ 6,331.50****Total: \$ 29,848.50**

Multi-Year Discount for All High Schools and Middle Schools

NOTES:

Pricing is based on a 3-year commitment from Waterbury Public School District, billable in 3 annual installments. In the event that Waterbury Public County School District desires to cancel this agreement before the end of this term, Waterbury Public School District shall remain responsible for 100% of the amount of this agreement.

Strivven Media will send Year 1 Invoice for \$23,770.00 on 07/01/2020.

Strivven Media will send Year 2 Invoice for \$29,848.50 on 07/01/2021.

Strivven Media will send Year 3 Invoice for \$32,562.00 on 07/01/2022.

Total 3 Year amount is \$86,180.50.

ORDERING:

Please FAX Purchase Order to:

F: 828.348.1770

Or MAIL Purchase Order to:

STRIVVEN MEDIA, LLC
1280 HENDERSONVILLE RD.
ASHEVILLE, NC 28803

If you have any questions regarding this quote please do not hesitate to contact us. This quote is valid for 30 days.

Thank you!

STRIVENMEDIA

Implementation and Success Services

The entire Striven Media team is committed to helping your school or organization embrace the greatest value with VirtualJobShadow.com, VJSJunior.com and LifePath. To ensure your experience is successful, we guide you through the implementation and adoption processes with deliberate supports. These supports lead to sustained success with your selected product(s). Below is a detailed guide showing how our team of experts will support you throughout the duration of your license.

Services Include:

- **Dedicated Account Manager**

From day one, you'll work closely with a dedicated Account Manager who becomes your school or organization's champion. Your Account Manager supports you annually and through every stage, from implementation and training, through adoption, to transformation!

- **Customized Success Plan**

Your Sales Representative and Account Manager team up to guide you in creating a personalized success plan. We gather all information, handle logistics, schedule trainings, develop goals, set targets, you name it! No stone is left unturned.

- **Account Set Up & Maintenance**

We know how excited you are to get your staff and students/clients up and running! Guess what- so are we! Whether through bulk uploads, Single Sign On (SSO) integration, or Rostering, your Account Manager will ensure that you are ready to roll.

- **Ongoing Customer Support (via phone, email, and chat)**

Throughout the term of your license, your entire staff has access to our friendly, knowledgeable customer support team, Monday-Friday, 8AM-6PM ET. Customer Service staff are on site in Asheville, NC, easy to reach by phone, and very helpful.

- **Roadmaps, Best Practices & Much More!**

Want to know how other schools like yours are using our products? Need a 4-week Roadmap or cross-curricular alignments to get you started? We provide you with a treasure trove of helpful materials that will transform your adoption while energizing your staff!

- **Product Training & Workshop Webinars**

We provide frequent product trainings and in-depth feature Webinars all year long. Your staff has unlimited access to any of these and can register anytime. If the times offered aren't convenient, we'll add some webinars just for you!

- **Media Kit & Promotional Materials**

Because you'll want to notify community stakeholders, including parents and local business partners, about how your school/organization is preparing the next generation for 21st century careers, we're happy to provide you with digital VirtualJobShadow.com and VJS Junior.com flyers and posters that you can print for distribution. We can also provide you with a media kit so you can share our logos on your website, write press releases for local media, and spread the news about our partnership.

Additional Services

Please ask your Account Manager for more information, including fees, about the following options:

- **On-Site Training**

We offer face-to-face product training at your location to clients desiring greater implementation proficiency. Live training is ideal for anyone who may require additional support in building a collective excitement with staff around the integration of our products.

- **Train-the-Trainer services**

Want to visit our headquarters in beautiful Asheville, NC and receive in-depth training with our expert staff? This solution is ideal for clients desiring a more personalized, intensive approach for the staff technology instructor.

- **Consultative Support**

Are you seeking deeper and more intentional cross-curricular and instructional supports that empower your district team to either build out a series of personalized career lessons or to detail how your purchased resources support current pacing guides and local curriculum? If so, Consultative Support is for you. This service moves beyond initial training and best practices to jointly reflect on current roadmaps and pacing guides to see how product adoption enhances those resources.

- **Promotional Materials for Purchase**

If you would like to order more promotional items branded with our logos, including magnets, stickers, draw string bags, pens, pencils, etc, your Account Manager will be happy to provide you with a catalogue.

P: 888.908.4924

F: 828.348.1770

E: CUSTOMERSERVICE@VIRTUALJOBSHADOW.COM
VirtualJobShadow.com is a division of Strivven Media

Customer	Waterbury Public Schools 236 Grand Street Waterbury, CT 06702
Attention	Michael Merati
Project	VirtualJobShadow.com Site Licenses for Grades 6-12 at 14 Schools at Waterbury Public Schools *If the purchase order or payment is received by March 31, 2020, the site licenses are automatically extended an additional three months.

Sales Rep	Shelly Dunnivant
Email	mdunnivant@strivven.com
Phone	888-908-4924 ext. 18
Date	Apr 22, 2020

Total: \$ 32,562.00

Qty	Item	Description	Term	Unit Price	Total
6	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 300 students at each of the following school(s): State Street, Carrington Elementary School, Duggan Elementary School, Enlightenment Program, John G. Gilmartin Elementary School & Jonathan Reed Elementary School	1 Year	\$ 1,350.00	\$ 8,100.00
2	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 900 students at each of the following school(s): Waterbury Arts Magnet School & Waterbury Career Academy High School	1 Year	\$ 2,155.00	\$ 4,310.00
5	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 1,200 students at each of the following school(s): Crosby High School, North End Middle School, Wallace Middle School, West Side Middle School & Wilby High School	1 Year	\$ 2,395.00	\$ 11,975.00
1	VirtualJobShadow.com Site License	Password-protected access to VirtualJobShadow.com for up to 1,600 students at each of the following school(s): Kennedy High School	1 Year	\$ 2,695.00	\$ 2,695.00
14	Implementation and Success Services	Includes account set up, customized success plan, staff product training, ongoing support and much more to ensure successful product adoption. See next page for more detail.	1 Year	\$ 650.00	\$ 9,100.00

Sub Total: \$ 36,180.00**Discount: \$ 3,618.00****Total: \$ 32,562.00**

Multi-Year Discount for All High Schools and Middle Schools

NOTES:

Pricing is based on a 3-year commitment from Waterbury Public School District, billable in 3 annual installments. In the event that Waterbury Public County School District desires to cancel this agreement before the end of this term, Waterbury Public School District shall remain responsible for 100% of the amount of this agreement.

Strivven Media will send Year 1 Invoice for \$23,770.00 on 07/01/2020.

Strivven Media will send Year 2 Invoice for \$29,848.50 on 07/01/2021.

Strivven Media will send Year 3 Invoice for \$32,562.00 on 07/01/2022.

Total 3 Year amount is \$86,180.50.

ORDERING:

Please FAX Purchase Order to:

F: 828.348.1770

Or MAIL Purchase Order to:

STRIVEN MEDIA, LLC
1280 HENDERSONVILLE RD.
ASHEVILLE, NC 28803

If you have any questions regarding this quote please do not hesitate to contact us. This quote is valid for 30 days.

Thank you!

STRIVENMEDIA

Implementation and Success Services

The entire Strivven Media team is committed to helping your school or organization embrace the greatest value with VirtualJobShadow.com, VJSJunior.com and LifePath. To ensure your experience is successful, we guide you through the implementation and adoption processes with deliberate supports. These supports lead to sustained success with your selected product(s). Below is a detailed guide showing how our team of experts will support you throughout the duration of your license.

Services Include:

- **Dedicated Account Manager**

From day one, you'll work closely with a dedicated Account Manager who becomes your school or organization's champion. Your Account Manager supports you annually and through every stage, from implementation and training, through adoption, to transformation!

- **Customized Success Plan**

Your Sales Representative and Account Manager team up to guide you in creating a personalized success plan. We gather all information, handle logistics, schedule trainings, develop goals, set targets, you name it! No stone is left unturned.

- **Account Set Up & Maintenance**

We know how excited you are to get your staff and students/clients up and running! Guess what- so are we! Whether through bulk uploads, Single Sign On (SSO) integration, or Rostering, your Account Manager will ensure that you are ready to roll.

- **Ongoing Customer Support (via phone, email, and chat)**

Throughout the term of your license, your entire staff has access to our friendly, knowledgeable customer support team, Monday-Friday, 8AM-6PM ET. Customer Service staff are on site in Asheville, NC, easy to reach by phone, and very helpful.

- **Roadmaps, Best Practices & Much More!**

Want to know how other schools like yours are using our products? Need a 4-week Roadmap or cross-curricular alignments to get you started? We provide you with a treasure trove of helpful materials that will transform your adoption while energizing your staff!

- **Product Training & Workshop Webinars**

We provide frequent product trainings and in-depth feature Webinars all year long. Your staff has unlimited access to any of these and can register anytime. If the times offered aren't convenient, we'll add some webinars just for you!

- **Media Kit & Promotional Materials**

Because you'll want to notify community stakeholders, including parents and local business partners, about how your school/organization is preparing the next generation for 21st century careers, we're happy to provide you with digital VirtualJobShadow.com and VJS Junior.com flyers and posters that you can print for distribution. We can also provide you with a media kit so you can share our logos on your website, write press releases for local media, and spread the news about our partnership.

Additional Services

Please ask your Account Manager for more information, including fees, about the following options:

- **On-Site Training**

We offer face-to-face product training at your location to clients desiring greater implementation proficiency. Live training is ideal for anyone who may require additional support in building a collective excitement with staff around the integration of our products.

- **Train-the-Trainer services**

Want to visit our headquarters in beautiful Asheville, NC and receive in-depth training with our expert staff? This solution is ideal for clients desiring a more personalized, intensive approach for the staff technology instructor.

- **Consultative Support**

Are you seeking deeper and more intentional cross-curricular and instructional supports that empower your district team to either build out a series of personalized career lessons or to detail how your purchased resources support current pacing guides and local curriculum? If so, Consultative Support is for you. This service moves beyond initial training and best practices to jointly reflect on current roadmaps and pacing guides to see how product adoption enhances those resources.

- **Promotional Materials for Purchase**

If you would like to order more promotional items branded with our logos, including magnets, stickers, draw string bags, pens, pencils, etc, your Account Manager will be happy to provide you with a catalogue.

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

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

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

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

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

Striven Media LLC
1280 Hendersonville Rd
Asheville, NC 28803

Print Name and Title of Authorized Representative:

Ilya Gorelik, CTO

Signature of Authorized Representative:



Date: 05/22/2020



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 26, 2020

Waterbury Public Schools and BOE
236 Grand Street
Waterbury CT 06702

Account Information:

Policy Holder Details :	STRIVVEN MEDIA LLC
--------------------------------	--------------------



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/26/2020

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

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

PRODUCER MCKINNEY INSURANCE SERVICES INC 33708375 5 ALLEN AVENUE ASHEVILLE NC 28803	CONTACT NAME:	
	PHONE (828) 684-5020 (A/C, No, Ext):	FAX (828) 684-1810 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
INSURED STRIVEN MEDIA LLC 14 LONDON RD FAIRVIEW NC 28730-8200	INSURER A : Sentinel Insurance Company Ltd. 11000	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X	X	33 SBA VW2697	11/01/2019	11/01/2020	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$1,000,000	
	GENERAL AGGREGATE						\$2,000,000	
	PRODUCTS - COMP/OP AGG						\$2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			33 SBA VW2697	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	BODILY INJURY (Per person)							
	BODILY INJURY (Per accident)							
	PROPERTY DAMAGE (Per accident)							
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
	AGGREGATE							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT							
	E.L. DISEASE -EA EMPLOYEE							
	E.L. DISEASE - POLICY LIMIT							
A	FAILSAFE TECHNOLOGY E OR O			33 SBA VW2697	11/01/2019	11/01/2020	Each Glitch Aggregate	\$1,000,000 \$2,000,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

Waterbury Public Schools and BOE
236 Grand Street
Waterbury CT 06702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☒

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

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

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.065 and 39.101 of said Code.

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

I have read and agree to the above certification.

Strivven Media LLC

(Name of Company, if applicable)



05/22/2020

Signature of Individual (or Authorized Signatory)

Date

Ilya Gorelik

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐



OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: June 29, 2020

From: Delinquent Tax Office

To: Michael Merati
Supervisor of Career & Technical Education – Waterbury Public Schools

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **is not** delinquent for taxes, water or parking tickets.

Strivven Media LLC.
1280 Henderson Road
Asheville, NC 28803

If you have any questions regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Very truly yours,

Nancy J. Olson

Nancy J. Olson. CCMC
Deputy Revenue Collection Manager
City of Waterbury

NO/lmb

LIMITED LIABILITY COMPANY RESOLUTION

I, Ilya Gorelik, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Strivven Media LLC, a limited liability company organized and existing under the laws of the State of North Carolina, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 03__ day of January , 2012.

“It is hereby resolved that Ilya Gorelik is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Strivven Media LLC this 22 day of May__, 2020__.



Kim Gorelik
Manager/Member

CITY OF WATERBURY

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

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

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

State of North Carolina

SS.: Asheville

County of Buncombe

ILYA GORELIK, being first duly sworn, deposes and says that:

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

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 <i>NONE</i>				
2				
3				
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 <i>NONE</i>				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 <i>NONE</i>		
2		
3		
4		

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

CITY OF WATERBURY

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

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

	Name	Title	DOB	Stock %
1	<i>NONE</i>			
2				
3				
4				

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

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	<i>NONE</i>				
2					
3					
4					

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	<i>NONE</i>		
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)
_____) SS
County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 201__.

My Commission Expires: _____ (Notary Public)

For Corporation

Andrew T. Bell
Witness

ILYA GORELIK
Name of Corporate Signatory
1280 Hendersonville Rd Asheville NC
Address of Business 28803

Affix
Corporate
Seal

By: Roy Gault
Name of Authorized Corporate Officer

Its: CEO
Title

CITY OF WATERBURY

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

State of NC)

) SS

County of Burcombe)

Ilya Gorelik being duly sworn,

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

Subscribed and sworn to before me this 28 day of May ²⁰²⁰ 201.

Andrew T Beck

(Notary Public)

My Commission Expires: 10-21-2024





Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

June 26, 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: Contract between the City of Waterbury and Capitol Region
Education Center (CREC) for psychology services.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with Capitol Region Education Council (hereinafter referred to as CREC) for the provision of psychology services for students with disabilities in the total not to exceed amount of One Million Four Hundred and Four Thousand Dollars (\$1,404,000.00) for a three-year term as follows:

For July 1, 2020 - June 30, 2021, an amount not to exceed Four Hundred Forty-Five Thousand Five Hundred Dollars (\$445,500.00) at the hourly rate of \$99.00;

For July 1, 2021 - June 30, 2022, an amount not to exceed Four Hundred Sixty-Eight Thousand Dollars (\$468,000.00) at the hourly rate of \$104.00;

For July 1, 2022 - June 30, 2023, an amount not to exceed Four Hundred Ninety Thousand and Five- Hundred Dollars (\$490,500.00) at the hourly rate of \$109.00.



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

June 26, 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
EdAdvance, a Regional Education Service Center, for transition
services to a student with disabilities

Dear Honorable Board of Aldermen and Board of Education:

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



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

The Waterbury School District seeks to enter into a contract with EdAdvance to provide transition services to a student with a disability. EdAdvance has a program with Post University, the University Pathways Program, which provides comprehensive transition services to students to help reach their transition goals. The services include support in college classes, functional academics, executive functioning, independent living skills, social skills and employment and vocational training in a university setting as appropriate.

The term of the contract is one year, from August 30, 2020 to June 11, 2021 and is in the amount of \$55,000.00. The contract is paid for by general funds and a tax clearance is being obtained.

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

Respectfully Submitted,

Katharine Gabrielson

Enc. Contract with EdAdvance

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
EdADVANCE**

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

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

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

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

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

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

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

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

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

1. Scope of Services.

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

2. Term.

2.1. The term of this Agreement (“Term”) shall commence on August 30, 2020 and terminate on June 11, 2021, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to the School at least sixty (60) days prior to the end of the initial term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City’s prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Tuition.

3.1. The City shall pay the School an amount up to **Fifty-Five Thousand Dollars (\$55,000.00)** for the entire Term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A. Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student’s tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor’s adhering to the City of Waterbury Board of Education’s attendance policy with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the

parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

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

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

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

The School shall provide the City with monthly t under this Agreement. Said reports may be reviewed by the City and reconciled to the Services to be provided under this Agreement Student attendance

5. Medicaid Documentation.

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

documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the Contractor pursuant to this Agreement.

6. Responsibilities of the School.

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

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

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

6.3.1. Pages 4 and 5, Present level of performance

6.3.2. Page 6 (when appropriate) Transition Planning

6.3.3. Page 7 Goals and objectives

6.3.4. .Page 8 Program Accommodations

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

6.4. The School shall adhere to the City Board of Education's policy regarding student attendance and shall immediately notify the City regarding the Student's attendance or

lack thereof pursuant to said policy. The School hereby acknowledges receipt of said policy and represents that it has familiarized itself with all aspects of said policy.

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

7. Additional Students.

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

8. Observation of Student.

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

9. Confidentiality/FERPA.

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

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

9.3. The School acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury

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

10. Criminal Background Check and DCF Registry Check.

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

11. Representation Regarding Qualifications.

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

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

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

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

12. Indemnification.

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

12.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 10.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

13. The School's Liability Insurance.

13.1. The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most

current A.M. Best Company ratings. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

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

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

13.3.1. Comprehensive General Liability Insurance. Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

13.3.2. Commercial Auto Liability Insurance. Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

13.3.3. Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):
\$500,000 EL Each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

13.3.4. Professional Liability/Errors and Omissions. Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

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

13.3.6. Abuse & Molestation Liability. Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

13.3.7. Certificates of Insurance. The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

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

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

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

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

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

14. Discriminatory Practices.

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

15. Termination of Placement.

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

16. Termination of Agreement.

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

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

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

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

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

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

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

17. Disposition of Records.

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

18. Debarment.

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

19. Subcontracting.

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

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

20. Assignability.

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

21. Audit.

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

22. Interest of City Officials.

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

23. Prohibition against Gratuities and Kickbacks.

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

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

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

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

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

recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

24. Prohibition Against Contingency Fees.

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

25. City of Waterbury's Ethics Code Ordinance.

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

26. Entire Agreement.

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

27. Independent School Relationship.

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

28. Severability.

28.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

29. Survival.

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

30. Disputes; Legal Proceedings and Continued Performance.

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

31. Binding Agreement.

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

32. Waiver.

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

33. Governing Laws.

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

34. Notice.

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

City: Director of Pupil Services
Waterbury Department of Education
236 Grand Street, Room 250
Waterbury, CT 06702

Email: kgabrielson@waterbury.k12.ct.us

School: EdAdvance
355 Goshen Rd, Litchfield, CT 06759

Email: _____

(Signature page follows.)

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

WITNESSES:

CITY OF WATERBURY

Print name

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

Print name

Date: _____

WITNESSES:

EdADVANCE

Print name

By: _____
_____, Duly authorized

Print name

Date: _____

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\Ed Advance - Post University - CRT20-170\Drafts\edAdvance final.doc

ATTACHMENT A

Rate Schedule City of Waterbury and EdAdvance

Student Name: _____

of Days attending: _____

Annual Tuition: _____

Per Diem Tuition rate: _____

ESY Rate: _____

ESY Per Diem rate: _____

ESY related services:

SLP: _____

SLP weekly hours: _____

Total ESY SLP cost: _____

School Year Related Services hourly rates:

SLP: _____

SLP weekly hours: _____

Total annual SLP cost: _____

OT: _____

OT weekly hours: _____

Total ESY OT cost: _____

OT: _____

OT weekly hours: _____

Total annual OT cost: _____

PT: _____

PT weekly hours: _____

Total ESY PT cost: _____

PT: _____

PT weekly hours: _____

Total annual PT cost: _____

Counseling: _____

Cslg weekly hours: _____

Total ESY Cslg cost: _____

Counseling: _____

Cslg weekly hours: _____

Total annual Cslg cost: _____

1:1: _____

1:1 weekly hours: _____

Total ESY 1:1 cost: _____

1:1: _____
1:1 weekly hours: _____
Total annual 1:1 cost: _____

BCBA: _____
BCBA weekly hours: _____
Total annual BCBA cost: _____
RBT: _____
RBT weekly hours: _____
Total annual RBT cost: _____

BCBA: _____
BCBA weekly hours: _____
Total ESY BCBA cost: _____

RBT: _____
RBT weekly hours: _____
Total ESY RBT cost: _____



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

As the Board knows, services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA), are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). However, the department can elect to undertake the process. The Waterbury Department of Special Education issued Request for Proposal #6584 for psychology therapy services needed for students with disabilities for a total amount of up to 4,500 hours per year for three years.

Eight (8) vendors submitted proposals. Our department formed a committee who reviewed the proposals and conducted video interviews with some proposers. The committee consisted of Special Education Supervisors Wendy Owen, Lisa Brown and Chairperson Melina Rodriguez. Thereafter each member of the Committee evaluated and scored each proposal. The Committee looked at vendor experience providing the services, their contract and PO experience, their capacity to provide therapists when requested, the qualifications and experience of the therapists they provide, billing procedures and billable time and completeness of the bid responses.

As required by purchasing procedures, the proposers were rated based on the proposals without the Committee knowing the hourly rates for each service bid. CREC scored the best of any of the proposers for the services requested. Also, CREC is one of six regional education service centers in Connecticut.

The Committee then reviewed the hourly rates provided to them by the Purchasing Department. CREC did not have the lowest hourly rate but had the highest vendor score. The Committee asked the Purchasing Department to enter into negotiations with CREC to obtain its lowest hourly rate. CREC agreed to lower its hourly rates. The Committee



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

determined that CREC should be awarded the psychology services contract under RFP 6584. The Waterbury Purchasing Department awarded the total contract to CREC for all of the service hours. A tax clearance is being obtained and the contract is paid with general funds.

In conclusion, I respectfully request that the Board approve the contract between the City of Waterbury and CREC for psychology services for students with disabilities.

Respectfully Submitted,

Katharine Gabrielson

Encs. CREC contract
Attachment A

PROFESSIONAL SERVICES AGREEMENT
RFP #6584
for
School Psychology Services
between
The City of Waterbury, Connecticut
and
Capitol Region Education Council (“CREC”)

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Capitol Region Education Council, a nonprofit Regional Education Service Center organized and existing pursuant to Connecticut General Statutes Section 10-66a et. seq. doing business at 111 Charter Oak Avenue, Hartford, Connecticut, 06106, (“CREC”).

WHEREAS, CREC submitted a proposal to the City responding to City of Waterbury Request for Proposal # 6584(“**RFP # 6584**”) for School Psychology Services; and

WHEREAS, the City selected CREC to perform services regarding **RFP #6584** and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. CREC shall furnish all of the labor, services, reports, plans, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract" or “Agreement”) and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, reports, plans, s, 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. CREC shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and CREC shall provide, for each year of the contract term, up to 4,500 hours of school psychological and related services to Waterbury School District’s students ages 3-21 for the number of hours and days the District may require during the school year and the summer, which services shall be performed under the direction of District personnel as more particularly detailed and described in **Attachment A** which is hereby made a material provision of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by CREC as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 RFP # 6584 Consisting of 10 pages, excluding attachments attached hereto;
- 1.1.2 Addendum # 1 to RFP # 6584, dated March 3, 2020, consisting of 5 pages, attached hereto;
- 1.1.3 CREC's Response to RFP # 6584, dated March 9, 2020, consisting of 60 pages, attached hereto;
- 1.1.4 CREC's revised Cost Schedule dated June 2, 2020, consisting of 1 page, attached hereto;
- 1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
- 1.1.6 Certificates of Insurance, incorporated by reference;
- 1.1.7 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference,
- 1.1.8 All licenses, incorporated by reference.

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

- 1.2.1 **RFP # 6584**
- 1.2.2 **Addendum #1 to RFP #6584**
- 1.2.3 **CREC's response to RFP #6584**

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

2.1. Representations regarding Personnel. CREC represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by CREC 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. CREC hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that CREC and/or its employees be licensed, certified, registered, or

otherwise qualified, CREC and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, CREC shall provide to the City a copy of CREC's licenses, certifications, registrations, etc.

2.3. Criminal Background Check and DCF Registry Check. CREC 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. CREC 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. CREC shall not permit any person with a disqualifying criminal history to have direct contact with a student.

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

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

3.2. Working Hours. To the extent CREC is required to be on City property to render its services hereunder, CREC shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to CREC, unless written permission is obtained from the City to work during other times.

This condition shall not excuse CREC from timely performance under the Contract. The work schedule must be agreed upon by the City and CREC.

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

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

3.5. Standard of Performance. The standard of care and skill for all services performed by CREC, the assigned school psychologist and employees shall be that standard of care and skill ordinarily used by other members of said profession practicing under the same or similar conditions at the same time and in the same locality. The assigned School Psychologist and CREC employees' services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or

conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

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

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

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

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

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

3.8. Reporting Requirement. CREC shall deliver periodic, timely, written reports to the City's School department as requested setting forth (i) Medicaid documentation in a form and manner in compliance with the State of Connecticut Department of Social Services regulations(ii) the issue date of the report, (iii) the time period covered by the report, (iv) a brief description of the work and services completed by CREC and/or delivered by CREC during the time period covered by the report, (v) any and all additional useful and/or relevant information. Each report shall be signed by the school psychologist.

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

3.9 Student Data Requirements. 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, CREC.

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

3.9.2 CREC shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.9.3 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 CREC receives a request to review Student Data in CREC's possession directly from a student, parent, or guardian, CREC agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. CREC 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 CREC, and correct any erroneous information therein.

3.9.4 CREC shall take actions designed to ensure the security and confidentiality of student data.

3.9.5. CREC 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 CREC of a breach of Student Data, CREC 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.

3.9.6 Student Data shall not be retained or available to CREC upon expiration

of the Agreement between CREC and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with CREC after the expiration of such Agreement for the purpose of storing student- generated content.

3.9.7 CREC 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.

3.9.8 CREC 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.

3.9.9 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.

3.10. Confidentiality/FERPA.

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

3.10.2 Any and all materials contained in City of Waterbury Student files that are entrusted to Contractor or gathered by CREC 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 CREC shall be used solely for the purposes of providing services under this Contract.

3.10.3 Contractor 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) Contractor and City shall comply with the requirements of said statute and regulations, as amended from time to time and Contractor 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, Contractor has no authority

to make disclosures of any information from education records.

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

5. Contract Time. CREC shall commence all work and service required under this contract on July 1, 2020 and complete all work and services required under this Contract on June 30, 2023 ("Contract Time"):

5.1. Time is and shall be of the essence for Project completion. CREC further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly. It is expressly understood and agreed, by and between CREC and City, that the Contract Time is reasonable for the completion of the Work.

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

6.1. Fee Schedule. The fee payable to CREC shall not exceed **ONE MILLION FOUR HUNDRED FOUR THOUSAND DOLLARS (\$1,404,000.00)** and shall be in accordance with CREC's Revised Cost Proposal, dated June 2, 2020, attached hereto and made part hereof as part of Attachment A, with the basis of payment being as follows:

6.1.1	Payment for Year 1 - 7/1/2020-6/30/2021	
	In an amount not to exceed	
	Four Hundred Forty-Five Thousand	
	Five Hundred Dollars.....	\$445,500.00
6.1.2	Payment for Year 2 - 7/1/2021-6/30/2022	
	In an amount not to exceed	
	Four Hundred Sixty-Eight Thousand Dollars.....	\$468,000.00
6.1.3	Payment for Year 3 - 7/1/2022-6/30/2023	
	In an amount not to exceed	
	Four Hundred Ninety Thousand	
	Five Hundred Dollars.....	\$490,500.00
6.1.4	Total Compensation	
	In an amount not to exceed	
	One Million Four Hundred Four Thousand Dollars.....	\$1,404,000.00

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

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

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

6.4. Proposal Costs. All costs of CREC in preparing its proposal for **RFP #6584** shall be solely borne by CREC and are not included in the compensation to be paid by the City to CREC under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. CREC shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, reports, plans, deliverables, incidentals, etc. furnished to the City under this Contract. CREC shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, reports, plans, 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, CREC shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

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

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

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

8.5. Royalties and Patents. CREC shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the

work and shall defend at CREC's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, CREC shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by CREC and as to any award made thereunder.

8.6.. In the event this Contract and/or CREC's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, CREC 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 CREC, or its subcontractor, omission or commission.

9. CREC's Insurance.

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

9.2. At no additional cost to the City, CREC 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 CREC's obligation under this Contract, whether such obligations are CREC's or subcontractor or person or entity directly or indirectly employed by said CREC or subcontractor, or by any person or entity for whose acts said CREC or subcontractor may be liable.

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

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

9.4.1 General Liability Insurance: \$1,000,000.00 each Occurrence, \$2,000,000.00 Aggregate and \$2,000,000.00 Products and Completed Operations Aggregate

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

9.4.2 Automobile Liability Insurance: \$1,000,000.00 Combined Single Limit (CSL)

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

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

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

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

9.4.5 Professional Liability Insurance: \$1,000,000.00 each Wrongful Act. \$1,000,000.00 Aggregate

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

9.4.6 Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate
(Applicable to Contractors working directly with Youth/Minors)

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

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

9.7. Certificates of Insurance: CREC's General, Automobile, Excess/Umbrella Liability Insurance, and Abuse/Molestation, policies shall be endorsed to add the City

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

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

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

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

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon CREC for transactions required or

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

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

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

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

11. Discriminatory Practices. In performing this Contract, CREC shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City

and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, CREC 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. CREC agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. This Section left Intentionally Blank

13. Termination.

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

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

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to CREC. If this Contract is terminated by the City as provided herein, CREC 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 CREC covered by this Contract, less payments of compensation previously made.

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

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

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

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate CREC 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 Contract for cause, CREC 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, CREC shall transfer all licenses to the City which CREC is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate CREC for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. CREC shall be liable for costs incurred by the City, including but not limited to

reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay CREC for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and CREC 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). CREC 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 CREC may negotiate a mutually acceptable payment to CREC for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) CREC 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 CREC for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges CREC's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional

Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. CREC shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

Upon cessation of work for reason of force majeure delays, CREC shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

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

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

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

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

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

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

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

22. Independent Contractor Relationship. The relationship between the City and CREC is that of client and independent contractor. No agent, employee, or servant of CREC shall be deemed to be an employee, agent or servant of the City. CREC shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and CREC hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by CREC hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and CREC or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, CREC hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that CREC shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an

invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and CREC and governs all disputes between them. In the instance of a

conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP #6584** and **(ii)** CREC's proposal responding to the aforementioned **RFP No.6584**.

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

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

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

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

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or CREC, 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:

CREC: Capitol Region Education Council
111 Charter Oak Avenue
Hartford, Connecticut 06106

City: City of Waterbury
c/o Department of Education

Special Services
236 Grand Street, 3rd Floor
Waterbury, CT 06702
Attention: Director of Pupil Services

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

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

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

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

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

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime CREC or a higher tier subcontractor in connection with the award of a subcontract or

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

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

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

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

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

32.10. CREC hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

32.11. CREC is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act #01-1.

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

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to CREC 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 CREC records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

WITNESSES:

CITY OF WATERBURY

By: _____

Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

**CAPITOL REGION EDUCATION
COUNCIL**

By: _____

Its _____

Date: _____

ATTACHMENT A

1. RFP # 6584 Consisting of 10 pages, excluding attachments attached hereto;
2. Addendum # 1 to RFP # 6584, dated March 3, 2020, consisting of 5 pages, attached hereto;
3. CREC's Response to RFP # 6584, dated March 9, 2020, consisting of 60 pages, attached hereto;
4. CREC's revised Cost Schedule dated June 2, 2020, consisting of 1 page, attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
6. Certificates of Insurance, incorporated by reference
7. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference,
8. All licenses, incorporated by reference.

REQUEST FOR PROPOSAL #6584

BY

THE CITY OF WATERBURY

EDUCATION

School Psychology Services

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor, proposer or contractor to provide:

Up to 4,500 hours of school psychological services each year to the Waterbury School District to students ages 3-21 with psychological needs and other related work under the direction of District personnel for a three year period commencing on or about July 1, 2020 through June 30, 2023.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, professional proposers to provide school psychology services, testing and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate.

B. Qualifications

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of school psychological services including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic IEP and data collection systems.
4. Ability to provide experienced, Connecticut licensed, certified and qualified psychologists to the District upon request without delay to fill immediate and changing needs of the District in both in school and in home settings.
5. Ability to provide psychologists who have undergraduate degrees and master's degrees in school psychology from an accredited post-secondary institution, CT

- Health department certification and CT State Department of Education certification as required by law.
6. The psychologists provided have experience working with children ages 3-21 in the field of school psychology.
 7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of school psychology services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
 8. Each psychologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
 9. Each psychologist provided must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
 10. Each psychologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.

C. Scope of Services

1. The proposer agrees to provide up to 4,500 hours per year of school psychology services and related services to students, ages 3-21, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours, on school premises and on days the school is in session with the exception of homebound services.
2. Psychology services and related services must be provided by CT licensed, certified and qualified school psychologists without delay to fill the immediate and changing needs of the District both in school and in home settings. Bi-lingual services in Spanish may also be required. The District has the right to interview each psychologist proposed and to determine if the person is

appropriate to work with District students. The proposer will insure that all therapists working in the District have had satisfactory criminal background checks, drugs tests and dcf registry checks as required under law and will provide the District proof upon request.

3. The school psychologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student caseloads and other related responsibilities. They will participate in planning and placement team meetings for individual students and provide other services at the District's request.
4. The school psychologists provided by the Proposer will collaborate, train, assist, and consult with Waterbury staff when requested by the District.
5. The proposer will provide highly qualified psychologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
6. The proposer will supervise its school psychologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's psychologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to District administrative staff prior to public review.
7. Each school psychologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant laws.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant school psychology materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2020 – June 30, 2023

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990

(ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on February 28, 2020**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by March 3, 2020 at 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that

no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 8-10.
16. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:45 AM on March 9, 2020.**

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the

purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

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

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

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single **hourly rate, for each year for three years**, for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

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

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the

selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements

NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

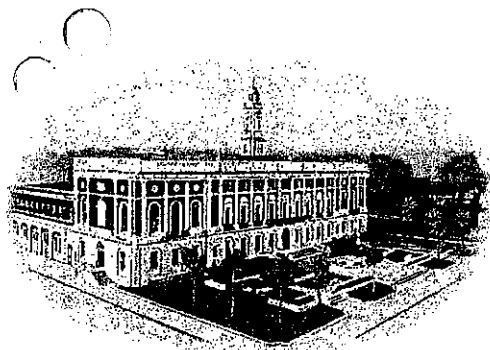
State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

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

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

March 3, 2020

RFP #: 6584

Project Title: School Psychological Services

Please find responses to the questions submitted below.

Which vendors are currently providing the School Psychologist Services requested in the RFP?

Delta T Group Hartford, Inc.

What rates is the City of Waterbury paying each vendor for the current School Psychologist services?

\$95.00 an hour.

How many FTEs (full time equivalents) are currently being used by each vendor for this project?

Approximately up to 4,500 hours per year or up to 3.3 FTEs.

Have your current vendors been able to meet all of your current School Psychologist service need?

For the most part, yes

How many School Psychologists does the district have on staff?

Approximately 20.

How are these services being funded?

City funds.

Is there a budget allocated for these services? If so, what is the amount?

No.

How many students have been identified as needing services?

We do not have this information for the next school year but the hours needed will remain about the same as in the past, up to 4,500 hours a year.

What is the typical caseload on each School Psychologist?

It depends on the assignment and the needs of the students.

Is Medicaid billing a requirement under this RFP?

Yes.

Is the district interested in School Psychologists with specialized skill sets?

The District wants school psychologists with the qualifications listed in the RFP.

If yes, what specific skill sets?

See RFP, Section B, Qualifications and Section C. Scope of Services for the skills required.

Bilingual services in Spanish. Evaluations used in a school setting.

What is the projected award notification date?

As soon as possible after the proposals are reviewed.

I see that you are only considering on-premise options currently. Is there any opportunity to submit a proposal that would accomplish every other aspect of this RFP via teletherapy?

We are not considering teletherapy at this time.

Or would this type of proposal be disqualified based on the on-premise need?

See answer above.

Are the services requested direct service, student evaluation, or a combination?

They are a combination plus other related services.

If a combination, what is the approximate expected split?

It depends on the assignment.

Should respondents include cost estimates for testing materials, or would those materials be funded separately?

No, most testing materials are supplied by the District

Section 2B, Summary of Relevant Experience, requests a listing of all projects that the proposer has completed within the last three years. If a vendor completes hundreds of contracts/projects per year, may the listing include only those projects that are similar in nature/scope to RFP 6584?

Section I in the RFP refers to Section H2b in the RFP which requires a listing of all projects completed within the last three years as well as projects of a similar nature to those included in the scope of services in this RFP. Under Section I, the City can contact those listed in Section H2b in assessing the experience, expertise and capabilities of the proposers. Ultimately, it is up to the proposer what is included in their proposal.

Due to the detailed information requested in this solicitation, can would the district consider an extension of the due date for this RFP?

No

Why is the district utilizing a solicitation for the services requested in this bid?

See the Waterbury Procurement Ordinance.

How many vendors does the district expect to award a contract to for the services requested in this solicitation?

It depends on the proposals received.

Can the district please clarify how needs for contractors will be disseminated to vendors post award?

The Special Education Supervisor for the psychologists and the Director of Pupil Services will communicate with representative of the vendor.

Can the district please provide a detailed explanation for how points will be awarded for the pricing section of this solicitation (i.e. lowest bill rate receives maximum points, and next lowest vendor receives a prorated amount; lowest bill rate receives maximum points, and the next lowest vendor receives a predetermined amount of points)?

Please refer to the RFP Section I, Evaluation of Proposals; Selection Process.

Can the district please provide evaluation criteria, with points or percentages for the determining areas of focus?

See answer to question above.

Can the district please provide incumbent information and current bill rates for contracts in place for similar services?

See answer to question above.

Of the 4,500 hours anticipated, what is the expected amount of FTE contract, vendor supplied School Psychologists to be utilized during the 2020-21 SY?

Approximately 3.3 FTEs.

Of the 4,500 hours anticipated, what is the expected amount of FTE contract, district supplied School Psychologists to be utilized during the 2020-21 SY?

No district school psychologists are utilized to fill the vendor hours requested in the RFP.

Can the district please provide the total amount of FTE contract, vendor supplied School Psychologists utilized during the 2018-19 SY?

Approximately 3.

Can the district please provide the total amount of billing, broken down by vendor and classification, for all vendor supplied School Psychologists utilized during the 2018-19 SY?

For the 18-19 school year, Delta T was the vendor who supplied school psychologists under a three year contract which expires on 6/30/2020 for up to 4,500 hours annually for up to \$427,500 per year.

Who are the current agencies you are working with to provide school psychology services?

See answer to question above.

Have these vendors been able to meet all of your needs?

For the most part, yes.

How many contracted school psychologists do you anticipate needing for the remainder of 2019/2020 school year?

None

Will the positions be full-time or part-time?

It depends on the proposals received, the needs of the District and the vendor's staff.

What are the current hourly billing rates for school psychologists by vendor?

See answer to question above.

Thank you.

Amy Lopez
Assistant Director of Purchasing, City of Waterbury



Response to RFP 6584
Waterbury Public Schools, School Psychology Services
March 9, 2020

To:

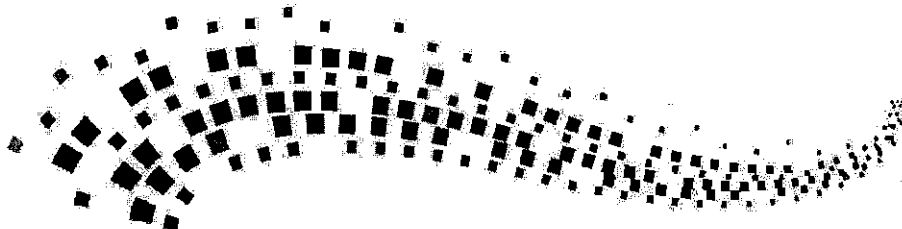
Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06072

1. Proposer Information

Capitol Region Education Council (CREC)

Amy Karwan, Director
CREC Resource Group
111 Charter Oak Avenue
Hartford, CT 06106

Date of Organization: 1966
Public Not-For-Profit, Regional Education Service Center (RESC)
Serving the Greater Hartford region for 53 years



CREC LEADERSHIP

Greg J. Florio, Ed.D.
Executive Director

Sandy Cruz-Serrano
Deputy Executive Director

Tim Sullivan
Superintendent of Schools

Amy Karwan
Director, CREC Resource Group

CREC COUNCIL OFFICERS

Christopher C. Wilson
Chair
Bristol Public Schools

Merrill Gay
Secretary/Treasurer
New Britain Public Schools

Table of Contents

1. Proposer Information.....	1
2. Experience, Expertise, and Capabilities.....	4
a. Philosophy Statement and Business Focus.....	4
b. Summary of Relevant Experience.....	5
c. Personnel Listing.....	6
d. Conflict of Interest.....	9
3. Statement of Qualifications and Work Plan.....	9
a. Qualifications.....	9
b. Work Plan for Requested Scope of Services.....	10
Recruitment.....	10
Ongoing Support and Supervision for School Psychology Staff.....	10
Communication and Problem Solving.....	11
c. Services Expected of the City.....	11
4. Cost Schedule (under separate cover).....	12
5. Information Regarding Failure to Complete Work, Default and Litigation.....	12
6. Exceptions and Alternatives.....	12
7. Additional Data.....	12
Appendix A: CREC Summary of Relevant Experience, 2017-18 through 2019-20.....	13
Appendix B: CREC Team Member Resumes.....	22

List of Tables

Table 1: CREC Resource Group Staff Brokering Contracts, 2017-18 through 2019-20 (to date).....	5
Table 2: CREC Resource Group Summary of Services Provided to Waterbury Public Schools,.....	5

List of Attachments

City of Waterbury, Contract Compliance Packet.....	48
--	----

Attachment C: To Kevin McCaffery, Director of Purchasing

Attachment A: Annual Statement of Financial Interests

Attachment A: Certification Regarding Disbarment

Attachment A: CREC Corporate Resolution

Attachment A: Disclosure Regarding Outstanding Obligations

2. Experience, Expertise, and Capabilities

a. Philosophy Statement and Business Focus

CREC is a leading provider of services that help school districts, businesses and non-profits improve their performance. For over 50 years, school districts and education professionals have relied on CREC experts to support school and district leaders, facilitate professional learning, and increase efficiency.

CREC began in 1966 as a grassroots organization of local school districts working together to solve common problems. Today, CREC is recognized as an educational innovator that provides a multitude of services in the field of education and across a broad spectrum of education-related industries. CREC's mission is: equity, excellence, and success for all through high-quality educational services. The agency's vision is to become its member districts' and clients' primary resource to facilitate collaborative efforts that create equitable and sustainable educational opportunities, assist in maximizing district and regional resources, and advance successful educational practices for learners at all ages. Evident in every aspect of CREC's work are the agency's four core values: Expect Excellence, Demand Equity, Act with Courage, and Embrace Collaboration.

CREC works with and for school districts and educational agencies, developing a wide range and array of high-quality programs and services to meet the educational needs of children and adults in school districts across the state. Furthermore, CREC is a leading provider of services that help school districts, businesses and non-profits improve their performance. CREC brings a wealth of experience in education, regional collaboration and operations to provide innovative strategies that address the changing needs of school districts, educators, families and students. CREC currently maintains partnerships with more than one hundred entities in the region, including municipal agencies and community-based organizations.

CREC has grown into the largest of Connecticut's six Regional Educational Service Centers (RESCs). Established under Connecticut General Statute 10-66 a-n, and created to support the instructional and operational components of Connecticut school districts, Connecticut's RESCs are intermediate-sized entities that are smaller than the state departments of education yet larger than local school districts. CREC's total operating budget for the last fiscal year was \$314,624,607. Of CREC's total revenue for that year, \$196,184,192 came from state grants and \$9,010,059 came from federal grants. CREC manages more than forty facilities in nearly a dozen towns (including sixteen inter-district magnet schools) and serves 35 member districts in the Greater Hartford area. All services described in this proposal will be provided through the CREC Resource Group, CREC's products and services division. The CREC Resource Group offers customized, cost-effective services and supports to districts and to client organizations throughout the state and country.

b. Summary of Relevant Experience

CREC Resource Group has extensive experience with staff placement, which makes CREC a qualified partner to Waterbury Public Schools (WPS). CREC has collaborated with over 30 districts and schools in the last several years on staffing needs to recruit, place, and support critical roles.

CREC's staffing specialists provide highly qualified professionals for short- and long-term assignments, including comprehensive student assessments. CREC manages recruitment, credentialing, placement, and scheduling of interim staff. CREC also provides payroll and timekeeping services, liability insurance, staff supervision, and administration and performance evaluations. We specialize in hard-to-find, shortage-area personnel, including school psychologists, speech and language pathologists, special education teachers, and paraeducators. CREC Resource Groups expects staff brokering contracts totaling close to \$5 million in the current fiscal year:

Table 1: CREC Resource Group Staff Brokering Contracts, 2017-18 through 2019-20 (to date)

Fiscal Year	Total Contract Amount
2017-18	\$3,363,056
2018-19	\$4,012,517
2019-20 (to date)	\$4,799,813

Appendix A¹ includes a summary of projects similar in size and/or nature to the scope of services requested by WPS that CREC Resource Group has completed over the last three years (2017-18 through 2019-20, to date). Table 2, below, includes projects that CREC Resource Group has completed over the last three years for WPS.²

Table 2: CREC Resource Group Summary of Services Provided to Waterbury Public Schools, 2017-18 through 2019-20 (to date)

Year	Services Provided	Start and Completion Dates	Project Extensions	Gross Cost of Agreement
2017-18	Access to CREC Next Generation Science Standards Writing Consortium, Grade 4	07/01/2017-06/30/2018	NA	\$500
	Access to CREC Next Generation Science Standards Curriculum, Grades 9-10	03/01/2018-06/30/2018	NA	\$3,600

¹ Appendix A includes CREC Resource Group contracts for brokered school psychology services and contracts for any brokered service greater than or equal to \$50,000 completed in the last three years: 2017-18, 2018-19, and 2019-20 (to date). CREC Resource Group typically executes hundreds of contracts annually with schools, districts, state, and non-profit organizations within and outside the greater Hartford CREC region.

² Other than Waterbury Public Schools, CREC has not contracted with other City of Waterbury agencies in the past three years.

Year	Services Provided	Start and Completion Dates	Project Extensions	Gross Cost of Agreement
2018-19	Access to CREC Next Generation Science Standards Curriculum, Grades 6-8	07/01/2018-06/30/2019	NA	\$4,400
	Brokered paraeducator support for ESY	07/09/2018-07/27/2018	NA	\$3,059
	Brokered paraeducator support for student in Unified Sports program	10/01/2018-05/30/2019	NA	\$1,814
	Brokered paraeducator support for Open Choice student	09/01/2018-06/30/2019	NA	\$52,133
	Google Classroom professional learning and support	10/04/2019-10/04/2019	NA	\$1,000
	Early Childhood professional learning (ECERS 3 Rating and Report Writing)	05/30/2019-05/30/2019	NA	\$500
	Next Generation Science professional learning for STEM coaches	06/06/2019-06/06/2019	NA	\$1,000
2019-20	Google Classroom professional learning and support	09/24/2019-09/24/2019	NA	\$650
	Google Classroom Integration professional learning and support	08/12/2019-06/30/2020	NA	\$2,000
	Next Generation Science professional learning	08/06/2019-06/30/2020	NA	\$14,000
	Professional learning on equity, diversity, and inclusion	03/05/2020-03/05/2020	NA	\$1,000

c. Personnel Listing

CREC proposes a team of expert practitioners and service providers to contribute to the WPS school psychology services. A sampling of CREC staff are listed below, and resumes are attached in Appendix B. CREC has the capacity to add additional team members, both full- and part-time, based on WPS needs, staff qualifications, geographic proximity, and other factors.

Moriha Aronowitz**Coordinator, Staffing Solutions, CREC Resource Group**

Moriha Aronowitz is a Staffing Solutions Coordinator with CREC Resource Group at Capitol Region Education Council (CREC) in Hartford, CT. As a Staffing Solutions Coordinator, a big part of her job is managing relationships with existing customers and developing new relationships with potential customers to ensure all of their staffing needs are met with highly qualified professionals. Monitoring the overall quality of services including the effectiveness of brokered staff along with being responsible for conducting reference checks to assess the quality of candidates is part of her daily responsibilities. Moriha has had experience working in all levels of education starting at the foundation, birth to three all the way to the college level. Working on meeting the needs of all students has been an important career goal for her.

Sharon Cushman**School Psychologist**

Sharon Cushman is an experienced school psychologist, and certified school administrator who possess a wide array of experience in both traditional and non-traditional, multi-cultural settings through elementary to adulthood populations. Educationally Sharon has several degrees, demonstrating her commitment to continued advancement in education. Sharon is strong advocate for students with an unwavering commitment to ensure students achieve to their potential, while recognizing the obligations of school districts within the parameters of IDEA. In Sharon's previous role she has always been imperative in promoting an environment that is conducive to collaboration with teachers and students, parents, school districts and interagency stakeholders. Ultimately, Sharon's goal has always been to ensure the best possible chances for students' academic and social successes. Sharon excels in her ability to analyze data, as is necessary in conducting school psychological evaluations, and subsequently reporting results in a clear and concise manner. Sharon's organizational abilities have been paramount in the degree for which she has been able to successfully manage the role of school psychologist.

Virginia Damseaux**School Psychologist**

Virginia Damseaux has been a school psychologist since 1997 and has supported the CREC Resource Group with the Capitol Region Education Council in Hartford, CT with interim support services since 2016. Virginia demonstrates a genuine interest in each child/family and has a passion for improving the lives of the children and families that she serves. Virginia is hard working and sets high standards for herself. The breadth and depth of knowledge and experiences give her a sense of self-confidence. This confidence allows her to easily establish rapport with those with whom she encounters and she quickly gains the respect of others. As a result, she is able to effectively collaborate with school and staff members to maximize student success. Virginia excels at expressing her ideas both verbally and in writing. She is able to accurately interpret results and provide insightful hypotheses when discrepancies in a student's performance occurs. Her professional associations are the National Association of School Psychologist and the Connecticut Association of School Psychologists.

Sheila Gannon**School Psychologist**

Sheila Gannon has been a school psychologist since 1990 and has supported the CREC Resource Group at the Capitol Region Education Council in Hartford, CT with interim support services since 2016. Sheila has a performance record reflecting excellent case management and diagnostic skills, very effective written and verbal communications abilities, and reputation for combining supportive, empathic style with pragmatic, collaborative, and solutions-focused approach. Sheila has extensive assessment experience with children and adolescents in Grades prek-12. Sheila has an affinity for establishing rapport and building trust with students as well as staff and is very familiar with DSM-5 classification systems and psychotropic medications. Sheila has provided CREC with support to numerous districts, managed, and provided comprehensive psychological assessments as well as interim staffing. She has provided recommendations, helped diverse student population overcome psychological issues, and served as a resource to school staff.

Esther Lorena Kriscenski (Bilingual)**School Psychologist**

Esther Kriscenski has been a school psychologist since 2006 and has supported the CREC Resource Group at the Capitol Region Education Council in Hartford, CT with bilingual evaluations since 2017. In 2006, Esther received her Master of Science from Southern Connecticut State University in New Haven. She has expertise in supporting districts and collaborating with staff and parents; conducting psychological, education, and functional behavioral assessments using a variety of norm-reference and curriculum based evaluation tools; and counseling students individually and in groups; and development of interventions plans. Esther is extremely organized and her first priority are the students she services. Children and adults alike respond favorably to her as a result of the trusting relationship that she fosters.

Cynthia Rutledge**School Psychologist**

Cynthia Rutledge is a school psychologist with a wide variety of experience ranging from Assistant Superintendent, principal, director, and school psychologist. While wearing her many hats Cynthia has provided direction for children to find the intervention supports with the Individualized Education Program (IEP) and the 504 process. Cynthia has chaired PPT meetings and has provided consultation to school psychologists and DCF parole services regarding special education and pupil services issues, PPT meetings, Individualized education plans, and discharge planning. Along with several honors, certifications, publications and conferences Cynthia has her Bachelors in Psychology, Masters and Sixth Year Professional Diploma in School Psychology, her Doctorate of Education/School Psychology and her Administration/Supervision Certificate.

Eneida Silva**School Psychologist (Multilingual)**

Eneida Silva is a licensed school psychologist with over twenty five years' experience in the field. Eneida is fluent in three languages, Spanish, English, and Portuguese. Eneida works with several school districts across Connecticut providing high quality school psychologist services ranging from evaluations to consultation with teachers and other staff members. Along with supporting school districts Eneida works in a private practice providing psychological evaluations of children adolescents and adults. Psycho-educational assessment of bilingual and English speaking students are also done. Eneida completed her Bachelors degree in Psychology her Master's in Clinical Psychology and her PhD in Clinical Psychology.

Tricia Silva**Program Manager, Staffing Solutions, CREC Resource Group**

Tricia Silva is the Program Manager of Staffing Solutions with CREC Resource Group at Capitol Region Education Council (CREC) in Hartford, CT. She has been a dynamic and results-orientated manager of Staffing Solutions since 2003. She has years of expertise in managing all full-time and part-time brokered staff for Staffing Solutions to meet customer needs. Staffing Solutions maintains a cadre of educational professionals such as paraeducators, registered behavior technicians, school psychologists, speech and language pathologists and assistants, central office and building administrators, tutors, and interpreters. Tricia and her team build strong relationships with school districts and educational organizations to ensure superior customer satisfaction. The Staffing Solutions team has developed and implemented a proactive approach and an array of recruitment tools to successfully recruit diverse, highly qualified staff.

d. Conflict of Interest

Capitol Region Education Council (CREC) does not have any current business relationships within the past (3) years that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85.

3. Statement of Qualifications and Work Plan**a. Qualifications**

The CREC Resource Group is CREC's products and services division and serves the CREC region, state of CT, and schools and districts nationwide with professional learning, instructional projects, educational products, cooperative purchasing, and staff brokering. CREC Resource Group experts provide customized, cost-effective solutions to our partners in education—district and school leaders—along with students, corporations, non-profits, and professionals. Our extensive experience in education, regional collaboration, and operations makes CREC a trusted partner to deliver and implement innovative strategies that result in improved practice and positive outcomes. A complete catalogue of CREC services and programs is available at <http://crec.org/services>.

CREC Resource Group's Staffing Solutions team has been providing recruitment and placement support to CT school districts for the past 20 years. We specialize in shortage area positions, including school psychologists, speech and language pathologists, special education teachers, and paraeducators.

CREC Resource Group's team of recruiters brings over 50 years of collective experience supporting education colleagues to run efficient and effective programs and schools with the professionals they need. Our commitment to equity and diversity is evidenced by our multifaceted recruitment strategies, including recruitment fairs, online recruitment tools, social media engagement, grassroots approaches, and multi-media marketing. Ultimately, CREC Resource Group works to guarantee the success of each and every student. We know that meeting the needs of diverse learners is best accomplished with highly-qualified adults from diverse backgrounds.

CREC has always approached our staffing work collaboratively, working hand-in-hand with school and district leaders to identify needs and ensure that customer expectations are met and exceeded. We are regularly recognized by our colleagues in the field for exemplary responsiveness and customer service. CREC's expertise in both staffing and PK-12 education make us a unique, highly effective, and cost effective partner.

b. Work Plan for Requested Scope of Services

CREC Resource Group is ready to begin staffing upon notification of a successful proposal. We can immediately initiate a planning process with WPS leaders to understand district needs, establish communication protocols, and begin identifying full-time and/or part-time school psychology staff.

Below are the key components of our staffing cycle that we will implement to meet WPS needs, adjusting the process according to any specific district requirements.

Recruitment

- Implement a variety of recruitment strategies according to position needs, qualifications, and geography
- Screen, conduct preliminary interviews, conduct reference checks
- Work with WPS leaders to schedule interviews for final hire and placement decisions
- Obtain satisfactory criminal background checks and Department of Children and Families Registry checks
- Complete fingerprinting and drug screening

Ongoing Support and Supervision for School Psychology Staff

- Provide day-to-day support to all school psychologists
- Ensure flexibility in assignment to cover short-term and longer term staffing needs
- Manage and supervise school psychology staff according to WPS requirements (certified staff)
- Connect staff to professional learning materials and opportunities as needed

Communication and Problem Solving

- Establish with WPS leaders regular check-ins by phone or videoconference, at least once per month, to confer on critical priorities, progress, and issue resolution
- Develop tools that will facilitate communication with WPS staff, including but not limited to shared documents and forms, that will allow colleagues to raise needs and share feedback
- Maintain detailed records of all services provided to WPS
- Collaborate with WPS leaders to establish a schedule for any needed reports and documentation

Working with designated Waterbury personnel, CREC school psychologists will:

- Conduct psychological assessments, testing, and diagnostic examinations of students for the purpose of recommending courses of action or corrective procedures to maximize learning and overcoming psychological issues;
- Conduct individual, group or facilitative therapy for students whose diagnosed requirement(s) would benefit from behavior modification, clinical interventions, and/or social skills;
- Assist with the identification and placement of all types of exceptional students;
- Coordinate with administrators and other teaching staff to ascertain individual student's abilities and needs, including students with special needs, and familiarize stakeholders with psychological services;
- Attend PPT/504 meetings as needed for students with special needs;
- Provide assistance to the PPT team in developing appropriate IEP goals and objectives, as they relate to academic and social/emotional needs;
- Serve as a resource and consultant on mental health and child psychology;
- Provide information to families in need of out-of-school community resources to assist with addressing student and family needs;
- Organize and maintain a system for accurate and complete record-keeping; and
- Encourage parental involvement in students' education and ensure effective communication with students and parents.

c. Services Expected of the City

CREC requests the following of WPS as a partner in school psychology services:

- Coordinate meetings with CREC team members and central office staff, as needed.
- Provide a designated staff member as a communication liaison between the CREC team and WPS staff.
- Supply relevant requested documentation to manage caseloads, which could include, but is not limited to, IEP and PPT documents, and/or access to student database(s) or repository of information.
- Train school psychologist staff on Waterbury processes and procedures.
- Furnish the CREC team with requested feedback in a timely fashion.

4. Cost Schedule (under separate cover)

CREC's cost schedule is included under separate cover.

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

CREC responds "no" to all of the following questions.

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

6. Exceptions and Alternatives

CREC does not wish to take any exception to any requirements in RFP #6584.

7. Additional Data

CREC does not wish to provide any additional data to this response.

Appendix A: CREC Summary of Relevant Experience, 2017-18 through 2019-20³

District and Contact	Brokered Staff Type	Start Date	End Date	Total Contracts
2017-18				
Achievement First Middle School Rachel Sexton 860-695-6560 RachelSexton@achievementfirst.org	School psychology services	8/15/2017	6/30/2018	\$20,750
Achievement First Hartford Academy Elementary School Susan Campbell 860-695-6560 susanccampbell@achievementfirst.org	School psychology services	8/15/2017	6/30/2018	\$29,880
Achievement First Hartford High School LaTasha Smith 860-695-6685 latashasmith@achievementfirst.org	School psychology services	8/15/2017	6/30/2018	\$18,260
Achievement First Summit Dawn Micco 860-695-6202 dawnmicco@achievementfirst.org	School psychology services	8/15/2017	6/30/2018	\$34,860
Avon Public Schools Kimberly Mearman 860-404-4710 kmearman@avon.k12.ct.us	School psychology services	3/29/2018	6/22/2018	\$33,215
Bolton Public Schools Beth Goldsnider 860-643-1569 beth.goldsnider@boltonct.org	Bilingual school psychology services	3/7/2018	4/18/2018	\$3,250

³ Includes all brokered staff contracts for school psychologist services and brokered staff contracts (any position) greater or equal to \$50,000 completed in the last three years: 2017-18, 2018-19, and 2019-20 (to date). CREC Resource Group typically executes hundreds of contracts annually with schools, districts, state, and non-profit organizations within and outside the greater Hartford CREC region.

⁴ Some CREC Resource Group contracts are extended or revised from the original contract, based on changes to scope and timeframe. CREC's historical contract databases do not distinguish original from revised contracts. End Dates indicated in Appendix A represent the actual completion of the work.

District and Contact	Brokered Staff Type	Start Date	End Date	Total Contract Cost
Bristol Public Schools Michael Dietter 860-584-7052 michaeldietter@ci.bristol.ct.us	School psychology services	8/31/2017	6/22/2018	\$98,859
CREC Soundbridge Elizabeth Cole 860-529-4260 ecole@crec.org	School psychology services	9/28/2017	6/18/2018	\$14,950
Cromwell Public Schools Sari O'Leary 860-632-4830 soleary@cromwell.k12.ct.us	Speech and language services	11/13/2017	6/15/2018	\$107,198
Eversource Violette Radomski Violette.radomski@eversource.com	Staffing services	7/1/2017	6/30/2018	\$160,000
Intensive Education Academy Jill O'Donnell 860-236-2049 jodonnell@ie-academy.org	Speech and language services	8/1/2017	6/30/2018	\$105,228
New Britain Public Schools Kelly Grant 860-827-2234 grantk@csdnb.org	School psychology services	2/26/2018	6/22/2018	\$25,935
Newington Public Schools Marilena Gulliso 860-665-8616 mgulliso@npsct.org	Bilingual school psychology services	2/23/2018	4/6/2018	\$2,860
Norwalk Public Schools Yvette Goorevitch 203-854-4126 goorevitch@norwalkps.org	School psychology services	12/18/2017	1/31/2018	\$2,860
Rocky Hill Amy Stevenson 860-258-7705 stevensanam@rockyhillps.com	Paraeducator services	8/30/2017	4/27/2018	\$200,756
	Speech and language services	9/6/2017	6/13/2018	\$51,978

District and Contact	Brokered Staff Type	Start Date	End Date	Total Contract Cost
Simsbury Public Schools Susan Homrok-Lemke 860-658-3873 slemke@simsbury.k12.ct.us	Associate instructor services	8/30/2017	6/29/2018	\$61,232
Southington Public Schools Margaret Walsh 860-628-3200 MWALSH@southingtonschools.org	Bilingual school psychology services	10/6/2017	11/29/2017	\$2,860
		3/23/2018	5/31/2018	\$2,600
		3/29/2018	5/11/2018	\$2,600
	School psychology services	9/5/2017	11/30/2017	\$22,080
		1/8/2018	3/30/2018	\$6,552
		3/7/2018	5/31/2018	\$35,035
Stafford Public Schools Jolene Piscetello 860-684-4212 piscetellj@stafford.k12.ct.us	School psychology services	10/20/2017	1/6/2018	\$22,200
The Village for Families and Children Henry Burgos hburgos@thevillage.org	Special education teacher services	9/1/2017	6/15/2018	\$58,000
Tolland Public Schools Patricia Hess 860-870-6818 phess@tolland.k12.ct.us	School psychology services	9/25/2017	6/15/2018	\$112,863
United Illuminating Alice Martin alice.martin@uiuinet.com	Staffing services	7/1/2017	6/30/2018	\$70,000
Windsor Locks Joshua Robinson 860-292-5707 jrobinson@w/ps.org	Bilingual school psychology services	9/20/2017	11/13/2017	\$3,250
Windsor Public Schools Stephen Carvalho 860-687-2000 scarvalho@windsorct.org	Bilingual school psychology services	1/3/2018	2/28/2018	\$2,860
		1/23/2018	3/30/2018	\$3,510
	School psychology services	10/4/2017	12/22/2017	\$3,250

District and Contact	Brokered Staff Type	Start Date	End Date	Total Contract Cost
2018-19				
Achievement First Hartford Academy Elementary School Susan Campbell 860-695-6560 susancampbell@achievementfirst.org	School psychology services	8/15/2018	6/28/2019	\$29,880
Achievement First Hartford High School LaTasha Smith 860-695-6685 latashasmith@achievementfirst.org	School psychology services	8/15/2018	6/28/2019	\$18,260
Achievement First Summit Middle School Karaugh Prugar 860-695-6760 karaughprugar@achievementfirst.org	School psychology services	8/15/2018	6/28/2019	\$55,610
Avon Public Schools Kimberly Mearman 860-404-4710 kmearman@avon.k12.ct.us	Associate instructor services	8/27/2018	6/28/2019	\$59,538
Coventry Public Schools Beth Giller 860-742-7317 bgiller@coventryct.org	School psychology services	8/28/2018	6/28/2019	\$61,233
CREC Ana Grace Academy of the Arts Patricia Phelan 860-677-0380 pphelan@crec.org	Speech and language services	1/24/2019	6/28/2019	\$53,177
CREC Magnet Schools Carole Kerkin 860-509-3695 ckerkinn@crec.org	Speech and language services	1/2/2019	6/14/2019	\$67,293
CREC Metropolitan Learning Center Sasha Douglas 860-242-7834 sdouglas@crec.org	School psychology services	10/8/2018	12/31/2018	\$8,520
		10/8/2018	6/28/2019	\$11,370
		10/8/2018	12/31/2018	\$9,900
		10/8/2018	12/31/2018	\$14,910
		10/8/2018	12/31/2018	\$17,040
	Special education teacher	8/30/2018	10/19/2018	\$26,866
		11/26/2018	6/21/2019	\$57,288

District and Contact	Brokered Staff type	Start Date	End Date	Total Contract Cost
East Hartford Public Schools Sharon Bremner 860-622-5110 bremner.sa@easthartford.org	School psychology services	1/7/2019	6/21/2019	\$93,324
Granby Public Schools Aimee Martin 860-844-5257 martinad@granby.k12.ct.us	School psychology services	11/26/2018	4/30/2019	\$32,926
Intensive Education Academy Jeff Forman 860-236-2049 jforman@ie-academy.org	Paraeducator services	8/27/2018	6/28/2019	\$51,099
		8/27/2018	6/28/2019	\$52,415
		8/30/2018	6/28/2019	\$50,292
	Speech and language services	8/27/2018	6/28/2019	\$75,688
Regional School District 13 Scott Rossignol 860-349-7208 srossignol@rsd13.org	Bilingual school psychology services	3/26/2019	5/31/2019	\$3,055
Simsbury Public Schools Susan Homrok-Lemke 860-658-3873 slemke@simsbury.k12.ct.us	Paraeducator services	8/28/2018	6/28/2019	\$50,970
	Associate instructor services	8/28/2018	6/28/2019	\$60,418
South Windsor Public Schools Jessica Kuckel 860-291-1235 jkuckel@swindsor.k12.ct.us	Bilingual school psychology services	9/26/2018	11/16/2018	\$2,600
Southington Public Schools Margaret Walsh 860-628-3200 MWALSH@southingtonschools.org	School psychology services	9/27/2018	1/31/2019	\$71,331
Suffield Public Schools Helen Donaher 860-668-3800 hdonaher@suffield.org	School psychology services	10/8/2018	5/18/2019	\$20,200
USD #2 Matt Folan 860-550-6375	School psychology services	3/1/2019	3/18/2019	\$2,308
		5/1/2019	6/14/2019	\$3,133
		7/1/2018	8/31/2018	\$3,510

District and Contact	Brokered Staff Type	Start Date	End Date	Total Contract Cost
matt.folan@ct.gov		1/11/2019	2/28/2019	\$5,200
Waterbury Public Schools Elaine Skoronski 203-346-3518 eskoronski@waterbury.k12.ct.us	Paraeducator services	8/29/2018	6/28/2019	\$52,133
West Hartford Public Schools Emily Daigle 860-561-6696 emily_daigle@whps.org	Bilingual school psychology services	4/4/2019	6/28/2019	\$4,774
Willington Public Schools Holly DiBella-McCarthy 860-429-1969 hmccarthy@willingtonct.org	Paraeducator services	8/29/2018	6/11/2019	\$50,161
Windsor Locks Public Schools Joshua Robinson 860-292-5032 jrobinson@wlps.org	Bilingual speech and language services	2/20/2019	3/31/2019	\$4,706
Windsor Public Schools Stephen Carvalho 860-687-2000 scarvalho@windsorct.org	School psychology services	4/2/2019	5/31/2019	\$26,215
2019-20				
ACHIEVEMENT FIRST ELEMENTARY Susan Campbell (860) 695-6560 susancampbell@achievementfirst.org	School psychology services	8/19/2019	6/30/2020	\$24,900
ACHIEVEMENT FIRST HARTFORD ACADEMY - HIGH SCHOOL Latasha Smith (860) 695-6685 latashasmith@achievementfirst.org	School psychology services	8/19/2019	6/30/2020	\$18,260
	Speech and language services	8/28/2019	6/30/2020	\$76,300
ACHIEVEMENT FIRST HARTFORD ACADEMY - SUMMIT MS Karaugh Prugar 860-695-6760 karaughprugar@achievementfirst.org	School psychology services	8/19/2019	6/30/2020	\$41,500

District and Contact	Brokered Staff Type	Start Date	End Date	Total Contract Cost
AVON PUBLIC SCHOOLS Kim Mearman (860) 404-4710 kmearman@avon.k12.ct.us	School psychology services RBT services	9/25/2019 8/6/2019 8/7/2019	6/30/2020 6/30/2020 6/30/2020	\$5,665 \$62,562 \$64,396
CREC - ACADEMY OF SCIENCE AND INNOVATION Karen Mooney 860-223-0726 kmooney@crec.org	Paraeducator services	12/4/2019	6/30/2020	\$62,723
CROMWELL PUBLIC SCHOOLS Sari O'Leary 860-632-4830 soleary@cromwell.k12.ct.us	School psychology services	12/18/2019 1/23/2020 2/7/2020	6/30/2020 6/30/2020 6/30/2020	\$4,615 \$51,678 \$6,363
	Paraeducator services	8/7/2019 8/7/2019	6/30/2020 6/30/2020	\$50,696 \$51,683
EAST GRANBY PUBLIC SCHOOLS Karen Gogel 860-653-6486 kgogel@eastgranby.k12.ct.us	Paraeducator services	8/7/2019 8/7/2019 8/14/2019 9/4/2019	6/30/2020 6/30/2020 6/30/2020 6/30/2020	\$50,426 \$50,426 \$50,426 \$50,291
ELLINGTON PUBLIC SCHOOLS Kristy LaPorte 860-896-2300 klaporte@ellingtonschools.net	School psychology services	2/21/2020	6/30/2020	\$28,080
FARMINGTON PUBLIC SCHOOLS Laurie Singer (860) 677-1791 singerl@fpsct.org	Paraeducator services	1/0/1900 8/7/2019 8/7/2019 8/20/2019	6/30/2020 6/30/2020 6/30/2020 6/30/2020	\$52,425 \$80,858 \$50,157 \$50,157
INTENSIVE EDUCATION ACADEMY, INC. Jeffrey Forman 860-236-2049 jforman@ie-academy.org	Associate instructor services Paraeducator services	8/6/2019 8/7/2019 8/6/2019 8/7/2019 8/7/2019 8/7/2019	6/30/2020 6/30/2020 6/30/2020 6/30/2020 6/30/2020 6/30/2020	\$54,245 \$68,932 \$52,550 \$52,550 \$52,550 \$52,550

District and Contact	Brokered Staff Type	Start Date	End Date	Total Contract Cost
NEWINGTON PUBLIC SCHOOLS Marilena Aglieco Gulioso 860-665-8651 mgulioso@npsect.org	Speech and language services	8/7/2019	6/30/2020	\$53,593
		8/7/2019	6/30/2020	\$52,550
		8/9/2019	6/30/2020	\$79,787
	Bilingual School psychology services	10/28/2019	6/30/2020	\$3,624
		8/21/2019	6/30/2020	\$52,708
		8/28/2019	6/30/2020	\$50,157
		9/4/2019	6/30/2020	\$50,538
	Paraeducator services	8/7/2019	6/30/2020	\$50,007
		8/7/2019	6/30/2020	\$50,157
		8/7/2019	6/30/2020	\$50,157
		8/7/2019	6/30/2020	\$50,157
		8/7/2019	6/30/2020	\$52,425
SOUTHINGTON PUBLIC SCHOOLS Margaret Walsh (860) 628-9200 x 210 MWALSH@southingtonschools.org	School psychology services	8/7/2019	6/30/2020	\$52,425
		8/7/2019	6/30/2020	\$50,157
		8/7/2019	6/30/2020	\$51,128
		8/27/2019	6/30/2020	\$50,157
		12/10/2019	6/30/2020	\$47,380
	Paraeducator services	8/7/2019	6/30/2020	\$71,190
		8/7/2019	6/30/2020	\$50,696
		8/7/2019	6/30/2020	\$50,696
		9/18/2019	6/30/2020	\$2,600
		9/18/2019	6/30/2020	\$2,990
STATE-DEPT. OF CHILDREN & FAMILIES Matt Folan 860-550-6375 matt.folan@ct.gov	School psychology services	9/25/2019	6/30/2020	\$2,730
		11/1/2019	6/30/2020	\$2,896
		1/24/2020	6/30/2020	\$9,815
		2/7/2020	6/30/2020	\$9,984

District and Contact	Brokered Staff Type	Start Date	End Date	Total Contract Cost
SUFFIELD PUBLIC SCHOOLS Diana Kelley 860-668-3803 dkelley@suffield.org	School psychology services	1/29/2020	6/30/2020	\$6,923
WEST HARTFORD PUBLIC SCHOOLS Gretchen Nelson (860)561-6606 gretchen_nelson@whps.org	Paraeducator services	8/7/2019	6/30/2020	\$53,159
		8/7/2019	6/30/2020	\$50,594
		8/7/2019	6/30/2020	\$50,594
		8/7/2019	6/30/2020	\$54,184
		8/7/2019	6/30/2020	\$50,594
WILLINGTON PUBLIC SCHOOLS Marcia McGinley 860-429-1969 mmcginley@willingtonct.org	Paraeducator services	8/14/2019	6/30/2020	\$51,055
		8/7/2019	6/30/2020	\$51,498

MORIHA L. ARONOWITZ

111 Charter Oak Avenue
Hartford, CT 06106
860.509.3614
maronowitz@crec.org

PROFILE

School counselor with a diverse background in education. Extensive experience working with special needs students including Asperger's Syndrome and dual diagnosis. Skilled in working with students individually on diverse topics encompassing motivation, organization skills, and academic plans. Most recently working with CREC to support local school districts and our 17 Magnet schools with their staffing needs.

EDUCATION

Master of Arts in School Counseling

St. Joseph College, West Hartford, CT, May 2008

Bachelor of Arts in Educational Studies with a minor in Psychology

New England College, Henniker, NH, May 2000

CURRENT EXPERIENCE

Staffing Solutions Coordinator

CREC – Hartford, CT

April 2019- present

- Manage the supervision and evaluation of brokered staff working for assigned clients.
- Manage relationships with existing customers and develop new relationships with potential customers in coordination with the Manager of Business Development.
- Responsible for financial data such as inputting contracts into DYNA, approval of monthly billing, invoice approval, and supporting the budget process.
- Identify and communicate opportunities for brokering process enhancements that result in efficiencies and/or added value to customers and staff.
- Interview and vet potential candidates for placements for Speech and Language Pathologists, School psychologists, Special education teachers and Paraprofessionals as well as other positions that are requested by clients.

Director

Educational Playcare- Avon, CT

October 2015- February 2019

Educational Playcare- West Hartford, CT

April 2014- October 2015

- Proficient in several computer systems including but not limited to Procure, CRM and Constant Contact.
- Evaluating, observing and supporting teachers in implementing curriculum and classroom management.
- Completed food service course for the use of a full-service kitchen in our facility.
- Completed a three-credit course in Early Childhood leadership for state requirements.

Director

Noah's Ark at Congregation Beth Israel - West Hartford, CT

June 2014- April 2014

Family Liaison/Curriculum Specialist

January 2013-June 2013

Head Toddler Teacher

August 2012- January 2013

- Develop and coordinate family involvement programs and activities including but not limited to social events, educational and recreational activities, parent training/education and support.
- Ensure compliance with licensing and the National Association for the Education of Young Children (NAEYC)
- Serve as a resource and/or trainer for staff, parents and volunteers
- Develop and implement monthly staff meeting with a variety of topics.

MORIHA L. ARONOWITZ

Page 2

COUNSELING EXPERIENCE

Group Facilitator

October 2010 – June 2011

Keigwin Middle School in Middletown, CT

- Lead a group of six grade students in academic and choice enrichment programs.
- Monitored and managed high school mentors.

School Counselor

May 2010 – May 2010

Schaghticoke Middle School in New Milford, CT.

- Updated IEPs for special needs students and created and changed student's schedule frequently.
- Counseled students both individually and in groups on topics such as bullying, peer conflicts and organizational tips.

School Counseling Internship

September 2007 – June 2008

Farmington High School in Farmington, CT

- Taught developmental guidance lessons to various grades including career exploration, college searches, personality inventories, resumes, transcript reading and using the Naviance program.
- Organized and developed an on-site decision day program for Central Connecticut State University which resulted in the acceptance of 17 out of the 19 students that participated.

School Counseling Practicum

January 2007 – June 2007

Sedgwick Middle School, West Hartford, CT

- Helped students cope with personal and social issues and arrive upon solutions through individual counseling.
- Strengthened student's organization skills by working with them individually.

School Counseling Practicum

January 2007 – June 2007

Jumoke Academy, Hartford, CT

- Co-lead group counseling sessions with another practicum student.
- Lead a sixth grade group of girls on self esteem.
- Lead a group of forth grade boys on anger management.

RELATED EXPERIENCE

The Loudon Family, West Hartford, CT

September 2008 – May 2009

The Butowsky Family, Chappaqua, NY

Caregiver

- Assisted with the care and social development of two young adolescents diagnosed with Asperger's Syndrome.
- Helped student transition from high school to college. Worked with Manhattanville College staff, therapists and family to help student develop appropriate skills to be successful in the college setting.

West Hartford and Glastonbury School Districts

September 2003 – June 2004

Substitute Teacher

- Facilitated classroom discussion to keep students focused and on task with daily lesson plans.
- Gained recognition for flexibility, dependability and organization resulting in higher than average rate of calls to work.

Port Chester Head Start, Port Chester, NY

October 2001 – June 2003

Special Education Preschool Teacher (8/02-6/03)

Preschool Teacher (10/01-6/02)

- Supervised and provided direction for one teacher and two assistants.
- Developed and implemented lesson plans appropriate for classroom.

SHARON F. CUSHMAN

Qualifications Summary

Educational professional seeking to transition from position in state service to individual consultation/per-diem assignments in the public sector for...schools and/or families. As an experienced school psychologist, and certified school administrator, I possess a wide array of experience in both traditional and non-traditional, multi-cultural settings throughout elementary to adulthood populations. Educationally, I possess several degrees, demonstrating my commitment to continued advancement in education; as such, am a strong advocate for students with an unwavering commitment to ensure students achieve to their potential, while recognizing the obligations of school districts within the parameters of IDEA. My previous role has always been imperative in promoting an environment that is conducive to collaboration with teachers and students, parent s, school districts and interagency stakeholders. Ultimately, my goal is always to ensure the best possible chances for students' academic and social successes. I excel in my ability to analyze data, as is necessary in conducting school psychological evaluations, and subsequently reporting results in a clear and concise manner. Interpersonally, I have very effective skills in communicating with diverse audiences. Lastly, my organizational abilities have been paramount in the degree for which I have been able to successfully manage the role of school psychologist.

Experience Highlights

Works collaboratively on a multidisciplinary team evaluating student needs and developing/implementing proper programming

Possesses extensive knowledge of special education law, and section 504 of the Rehabilitation act of 1973, ensuring school districts remain in compliance in serving its disabled student s.

Conducts comprehensive psycho-educational evaluations and subsequently consults with parents and teachers regarding the evaluative implications provides counseling services as needed in correctional, psychiatric, and/or school-based settings

Provides education case management for the students enrolled, beginning upon admission and throughout discharge home, to ensure an adequate school transition to the receiving school district or placement

Has directed and coordinated the district SAT program in USD#2 as well as coordinated the GED program at the building level in USD#. In this capacity, the responsibilities included compliance with test administration procedures and test security procedures

Has formerly served in the role of building Title IX coordinator as well as alternate building Title IX coordinator within USD#2 institutions. Therefore, I received specific investigations training to conduct Title IX complaint investigations to properly assist individuals in filing complaints and informing them of other inter-agency resources available such as CHRO, OCR, etc., if relevant

Has participated in a ten-day intensive training for dialectical behavior therapy (DBT) to improve efficacy of treatment for USD#2 students utilizing this cognitive-behavioral therapy approach

Routinely served as administrative designee either as a PPT chairperson or building level administrative designee in the absence of administrator

Has participated in two-day CBITS workshop: Cognitive Behavioral Intervention for Trauma in Schools (CBITS)

Has participated in the NASP PrEPare workshop: Crisis Prevention and Preparedness-Comprehensive School Safety Planning

Has participated in two-day New York Presbyterian Hospital ADOS-2 workshop: Autism Diagnostic Observation Schedule-Second Edition

Has served as internship supervisor for school psychologist intern and mentor for a special education teacher

Has utilized IEP Direct and PowerSchool on a daily basis

Professional Employment

SCHOOL PSYCHOLOGIST, Unified School District #2, Department of Children and Families.

Has served in the role of Pupil Services Specialist in a wide array of DCF facilities to include Long Lane School for boys and girls, Connecticut Juvenile Training School for adjudicated adolescent males, Pueblo Unit for adjudicated females, No. Nexus Unit, Riverview School acute unit, and Children's Place School-Psychiatric Residential Treatment (PRTF) facility for boys from: May, 2000 to October 1, 2017 retirement. Duties to include: Conduct psychological evaluations, functional behavioral assessments, and monitor SRBI data. Provide direct counseling services and co-facilitate groups. Serve as consultant to teachers as needed.

Function as PPT chair for student caseloads, facilitate Child Study Team meetings, and obtain and maintain educational records for students. Maintain direct contact with parents regarding academic and behavioral progress of their children and ensure all federal and state guidelines are followed and in compliance for students. Participate in regular multidisciplinary treatment team meetings and/or case reviews. Serve as educational liaison to intra-agency and inter-agency personnel, including surrogate parents, DCF social workers and parole workers, advocates/lawyers, residential facilities, clinical personnel, adoptive agencies, etc.

PUPIL SERVICES SPECIALIST, Unified School District #1, Department of Corrections.

Has served in role of Pupil Services Specialist, specifically school psychologist, in a wide array of DOC facilities, given shortage of school psychologists, to include Osborne CI, Walker Reception Center, Brooklyn CI, and Northeastern CI, from November 1997 to May 2000.

Duties include: conduct psycho-educational evaluations and vocational assessments to special education students as well as other adults who had not yet received a high school diploma. Provide direct services to include individual or group counseling to students. Evaluate incoming students for appropriate classroom placement. Coordinate and facilitate PPT/IEP meetings. Act as facility chief examiner for GED testing. Coordinate district wide standardized TABE testing within some facilities. Assist those graduated inmates in enrolling in college courses offered by local community colleges in the facility.

SCHOOL PSYCHOLOGIST, Shared Services (Region 7), Winsted, Connecticut

(Per Diem) Conduct psychological and educational evaluations from July 1997 to August 2002, for initially referred or presently identified special education students in a rural/suburban cooperative. Attend PPTs to report findings and provide related services as needed or requested.

PSYCHIATRIC SOCIAL WORKER, Department of Corrections, Suffield, Connecticut

Serve in a mental health treatment capacity for maximum-security inmates from December 1993 to November 1997. Duties to include: individual counseling as requested, and group counseling including anger management and HIV support groups, crisis intervention services including suicidal assessments and self-harm. Coordinate with oncall psychiatrist as needed. Conduct routine mental health assessments as referred by staff or patients, and conduct mental health parole evaluations offering insight to the parole boards as to parolee readiness recommendations. Monitor patient complaints/concerns and document all counseling sessions, making referrals as needed.

MENTAL HEALTH CASE MANAGER, Hockanum Valley Community Council, Vernon, Connecticut

Responsible for monitoring adult psychiatric clients in the community, coordinating inter-agency services, and facilitating socialization activities from July 1993 to December 1993.

JUDICIAL CASE MANAGER, Community Mental Health Affiliates, Bristol, Connecticut

Provide case management services in an alternative incarceration program. Responsible to monitor late adolescent and adult clients referred through the court system, coordinate inter-agency services, provide twenty-four hour crisis intervention availability, and report progress to Office of Adult Probation from May 1992 to July 1993.

VOCATIONAL REHABILITATION COUNSELOR, Community Mental Health Affiliates, New Britain, Connecticut

Assist in job placement, job coaching and employment counseling, facilitation of job-related support groups, to adult psychiatric patients in the community from November 1990 to May 1992.

PSYCHO-SOCIAL REHABILITATION COUNSELOR, Community Mental Health Affiliates, New Britain, Connecticut

Supervise and assist individuals with chronic mental illness in developing work, life and social skills in a pre-vocational setting from December 1989 to November 1990.

Education

Sixth Year Certificate

The University of Hartford, West Hartford, Connecticut

Administration and Supervision

Connecticut Intermediate Administrator Certificate (#092) issued in December, 2001

Post-Degree Certificate Training

The University of Hartford, West Hartford, Connecticut

School Psychology Certification Program

Professional Certification (#070) expires November 2021

Master of Science Degree

The University of Hartford, West Hartford, Connecticut Major:

School Psychology Program, May 1995

Bachelor of Arts Degree

The University of Connecticut, Storrs, Connecticut Major:

Psychology, December 1989, Cum Laude

Providence College, Providence, Rhode Island

Major: Psychology

September 1985 to December 1986

Virginia A. Damseaux, M.S.

Professional Experience

August 2011 to June 2017

School Psychologist
Tootin' Hills Elementary School
25 Nimrod Road, West Simsbury, CT 06092

February 1990 to June 2011

School Psychologist
Squadron Line Elementary School
44 Squadron Line Road, Simsbury, CT 06070

Summary of Responsibilities

- Conduct comprehensive initial and triennial psychological evaluations
- Conduct Functional Behavioral Assessments and develop Behavior Intervention Plans
- Develop progress monitoring data collection systems to evaluate a student's response to behavioral and/or academic interventions.
- Chair Planning and Placement Team and 504 meetings
- Case Manager for students with 504 Accommodation Plans- including regular contact with parents and teachers regarding the implementation of the classroom modifications
- Chair Student Intervention Team- review student need for academic or behavioral intervention and evaluate student response to intervention (RTI)
- Provide social skills instruction for students with social skills deficits including children with an Autism Spectrum Disorder.
- Consult with parents and teachers to facilitate the generalization of skills
- Counsel students with anxiety or anger management concerns either individually or in small group depending on the student's need.
- Consult with teachers regarding student behavior and classroom management
- Consult with parents regarding student behavior at home and/or in school, academic performance, executive functioning, and other parent concerns.
- Developed home/school plans with parents and teachers

Professional Associations

National Association of School Psychologists
Connecticut Association of School Psychologists

Education

B.A. English, Mercy College, Dobbs Ferry NY
30 Graduate Credits towards MS in Reading, S.U.C. Oswego, Oswego NY
M.S. School Psychology, University of Hartford, West Hartford CT

Certification

Connecticut Professional in School Psychology

Sheila Gannon, M.S., CAGS

55 Clift Lane | Mystic, CT 06355 | 860-287-0792 | gannonssheila5@gmail.com

Connecticut and Rhode Island State-Certified School Psychologist

Dually Certified School Psychologist (CT and RI) with performance record reflecting excellent case management and diagnostic skills, very effective written and verbal communications abilities, and reputation for combining supportive, empathic style with pragmatic, collaborative, and solutions-focused approach.

- **Extensive psychological assessment experience** of children and adolescents in Grades Pre-K through 12. Therapeutic techniques: DBT and Lifeskills (high school students) and Skills steaming (elementary students).
- **Affinity for establishing rapport and building trust** with students in elementary, middle, and high school as well as staff. Familiarity with DSM-5 classification system and psychotropic medications.
- **Broad background with test instruments/assessments ...**

WISC-V	WPPSI-IV	BASC-3
TONI-4	Vineland 3	GARS-3
ABAS-3	BVAT	BRIEF 2
CEFI	NNAT 3	Conners 3
MASC-2	ASRS	TAT

- **Sixth Year Diploma, School Psychology | M.S., School Psychology | B.A., Psychology**

Select Professional Endorsement (complete letter available)

- "Sheila served as one of only two district-wide school psychologists... Despite her numerous school assignments (7 schools in 4 towns), Sheila was able to demonstrate flexibility and responsiveness in her ability to manage her schedule... She is skilled in the administration of various psychological assessments... Sheila is a competent school psychologist, whose work ethic and knowledge would be an asset and benefit to any school district." - Miguel A Pabon, Supervisor of Special Education & Pupil Services, CREC Magnet Schools

Professional Experience: School Psychologist

Capitol Region Education Council (CREC) | Hartford, CT

Jan. 2015-June 2017

Consultant, School Psychologist - Counseling, Consulting, Administering Assessments

CONSULTANT, SCHOOL PSYCHOLOGIST - Consulting Psychologist roles of up to 6 months in duration. Consistently demonstrate ability to quickly develop effective collaborative relationships and rapport with all staff.

Southington High School | Southington, CT (Feb. 2017-June 2017)

Avon High School/Middle School | Avon, CT (Dec. 2016-Feb. 2017)

West Bristol School | Bristol, CT (Sept. 2016-Dec. 2016)

O'Brien STEM Academy | East Hartford, CT (Jan. 2015-June 2015)

Southington High School (2,300 students) ... Provided extensive comprehensive psychological assessments and individual counseling services to students at a large, suburban high school. Provided counseling to students with selective mutism and autism as well as to nonverbal students.

Avon High School/Middle School (1,500+ students) ... Provided extensive counseling services as well as instituted group-counseling services along with continuing to provide individual counseling to students in the Alternative Learning Program. Perform comprehensive psychological assessments as required.

West Bristol School (600 students, Grades PreK-5) ... Managed psychological services for elementary population in town's most economically impoverished area. Conducted comprehensive psychological assessments, authored reports, and delivered wide range of services that included group and individual counseling, crisis management, behavioral interventions, and consultation services. Delivered services to children presenting with variety of psychosocial, emotional, and academic challenges. Initial engagement of 1 month extended into 3-month role.

O'Brien STEM Academy (500 students, Grades K-6) ... Provided services as outlined above (West Bristol) for extremely diverse student population at large, multicultural, urban elementary school, ensuring continuity of all assessment, counseling, and consultation services following departure of full-time school psychologist

DISTRICT-WIDE SCHOOL PSYCHOLOGIST

7 CREC Magnet Schools | (Aug. 2015-June 2016)

- **Managed and provided 75+ comprehensive psychological assessments** using variety of diagnostic tools while serving the student population of 7 CREC Magnet Schools. Presented assessment results at PPTs.
- **Collaborated with school staff, families, and district special education personnel**, rapidly cultivating and maintaining relationships with stakeholders in 7 different schools.
- **Provided recommendations and helped diverse student population overcome psychological issues.** Initiated parental contact and successfully encouraged involvement in students' education through enhanced focus on home/school communication.
- **Extremely organized:** Maintained accurate recordkeeping system.
- **Served as resource to school staff** on mental health issues and child psychology.

The Solnit Center, South Campus: Riverview School | Middletown, CT

2004-2015

SCHOOL PSYCHOLOGIST/ PUPIL SERVICE SPECIALIST

Managed caseload of approx. 14 students between the ages of 6- 17 from admissions to discharge (returning them to their own educational systems is constant objective, whether in 30 days or in 18+ months). Handled records/testing and provided case management for 100 students over the course of a typical year.

- **Upon arrival, worked professionally to instill improved operations, implement new systems, and develop collaborative peer relationships**, successfully addressing disorganization that had been prevalent.
- **Provided comprehensive educational case management, psychoeducational assessments, and therapeutic counseling to children and adolescents.**
- **Wrote and implemented functional behavioral assessments** (in both school and clinical settings).
- **Volunteered for intensive training in dialectical behavior therapy program;** subsequently worked to train colleagues in DBT techniques and implemented program (Result: improved student behavior and self-awareness). Maintained keen interest in clinical work.

Learning Center/Children's Home of Cromwell | Cromwell, CT

2000-2004

CLINICAL TEAM LEADER/ SCHOOL PSYCHOLOGIST/ CLINICIAN

Supervised clinical team of 6 and oversaw case management for 35 student s (mid-elementary through high school in residential/day program for school). Acted as consultant/ liaison with in-house psychiatrist and outside agencies, provided relevant workshops for professional staff, and advocated effectively on behalf of students.

- **Established exceptional relationships across all organizational tiers and effectively counseled students** who presented with diagnoses ranging from clinically significant and maladaptive behaviors, and conduct disorder s, to numerous psychosocial problematic behaviors.
- **Provided evaluations, assessments, and group/individual therapy** to diverse populations.

Groton Public Schools | Groton, CT

1997-2000

SCHOOL PSYCHOLOGIST

Maintained overall responsibility for 1,000 elementary and middle school students across demographically diverse school district. Provided services to students presenting with wide spectrum of learning challenges / disabilities.

- **Performed individual, group, and research-based counseling.**
- **Provided crisis intervention on an as-needed basis.**
- **Organized and implemented structured social skills groups.**
- **Initiated home outreach visits;** composed family history assessments.
- **Consulted on behalf of students** with administrators, colleagues, parents, and outside agencies.

Education

Sixth Year Diploma, School Psychology | M.S., School Psychology
Southern Connecticut State University | New Haven, CT

B.A., Psychology

A.S., Early Childhood Education

Esther L. Kriscenski
62 Winding Brook Rd
Bristol, CT 06010
(860) 402-3874
estherl.kriscenski@gmail.com

Education:

- 09/2011 **Licensed Professional Counselor**
Department of Public Health – License # 002099
- 12/2007 **Sixth Year Professional Diploma: School Psychology**
Southern Connecticut State University
New Haven, CT
- 05/2006 **Masters of Science: School Psychology**
Southern Connecticut State University
New Haven, CT
- 08/1997 **Bachelor of Science: Special Education**
Southern Connecticut State University
New Haven, CT
- 07/1985 **High School Diploma**
Colegio Las Colinas
Caracas, Venezuela

Professional and Related Experience:

- 11/2011 - Present **Bilingual School Psychologist**
Educational Consultant/Bilingual Evaluator
CT School Districts/CREC/CES
- 09/2011 - Present **Professional Counselor**
Private Practice
1001 Farmington Ave. Suite 104
Bristol, CT
- 02/2009 - Present **Psychological Evaluator**
State of Connecticut
Department of Disability Determination Services
Hartford, CT

- 02/2009 - 08/2011 **School Psychologist**
Meriden Public Schools
Lincoln Middle School
Meriden, CT
- 08/2008 - 01/2009 **School Psychologist**
Capitol Region Educational Council (CREC)
Metropolitan Learning Center
Bloomfield, CT
- 09/2006 - 08/2008 **School Psychologist Intern**
Waterbury Public Schools
West Side Middle School/Kingsbury Elementary School
Waterbury, CT
- 08/1997 - 09/2006 **Special Education Teacher**
John F. Kennedy High School/North End Middle School
Waterbury, CT
- Teaching academic subjects to regular and special education students of various learning abilities and academic needs in regular education and special education classrooms
 - Record keeping of students' behavior and academic performance on a daily basis
 - Other teacher related duties such as planning, evaluating, and assessing students' academic performance
 - Completion of IEP forms and implementation of individual educational plans
 - Administration of criterion-reference and standardized measures to assess students' current level of functioning as well as academic growth
 - Sharing academic evaluation findings with members of the IEP team in written and oral form.
- 10/1991 - 03/1997 **Bilingual Paraprofessional to Students with Disabilities**
North End Middle School
Waterbury, CT
- Served as a translator between staff members, parents, and students as needed
 - Assisted classroom teachers with academic tasks and classroom management
 - Assisted students with various disabilities in learning and mobilizing throughout the school building
 - Any additional student assistance required

Professional Development:

- All courses necessary for Foreign Language Certification in the state of Connecticut

- ADOS-2 training - CES
- Different approaches to teach students with ADHD - SCSU
- Social Emotional Learning - SCSU
- Asperger and Spectrum Disorders – Council for Exceptional Children
- Training in software for the creation of Behavior Intervention Plans BIP-3
- Various workshops presented at the last two NASP annual conventions in topics related to assessment, teaching strategies, and consultation.
- Treating Axis I Disorders in Personality Disorder Clients.
- Ongoing training in updated assessment tools.

References: Dr. Eric Colón-Rodríguez
Retired Director of Pupil Services
Bridgeport Public Schools
C.E.S. Consultant
860-878-2098

Dr. Mary Jane Ruffo
Educational Evaluator
New London Public Schools
ruffom@newlondon.org
860-444-3193

Denise Derenches
Supervisor of Special Education
Waterbury Public Schools
dderenches@waterbury.k12.ct.us
203-346-3505

Cynthia Rutledge, Ed.D

SUMMARY OF QUALIFICATIONS

- 8/2012-2/2016 Unified School District #2 - Department of Children and Families Assistant Superintendent of Schools (Retired)**
- Develop, manage, evaluate and improve systemic implementation of policies and procedures regarding special education and related services
 - Ensure regulatory compliance related to disability and special education laws and regulations
 - Oversee the maintenance of student records in accordance with federal, state, and local requirements to include the continuum of settings and an array of tiered instructional services
 - Provide direction for child find, intervention supports, the Individualized Education Program (IEP) and the 504 process
 - Meets regularly with pupil services staff to provide direct supervision and to develop, monitor and evaluate services
 - Provides consultative services to school administrators and DCF social workers
 - Focuses on essential student needs and proper educational placements
 - Authors federal grants and reports
 - Communicates regularly with stakeholders, including staff, administrators, outside agencies, parents/surrogate parents, and public school districts throughout the state of Connecticut
 - Oversight of compliance review by the CT State Department of Education
- 9/2010-8/2012 Unified School District #2 - Department of Children and Families Principal 1**
- Supervises and evaluates educational staff, including teachers, school psychologists, and instructional assistants
 - Ensures the education program is in compliance with state and federal laws, including IDEA, ADA 504, NCLB
 - Ensures the education program is in compliance with DCF and USO #2 policies and procedures
 - Provides consultation to staff in curriculum development and program planning, specifically in the area of literacy and positive behavior supports
 - Provide consultation and direct supervision of the PSS department regarding special education, evaluation, and pupil services issues
 - Supervise the eligibility determination of all students referred for special education
 - Supervise and coordinate IEP procedures to facilitate the appropriate services for students with disabilities
 - Chairs PPT meetings
 - Provides education consultation for parole services
 - Chair of the Assessment Committee for USO #2
 - Co-Director of CAPT/CMT for USO #2

4/2010-9/2010

**Unified School District #2 - Department of
Children and Families Director of No-Nexus
Unit**

- Chair PPT meetings and review IEP's for the NNU
- Provide consultation to school psychologists and DCF parole services regarding special education and pupil services issues, PPT meetings, individualized education plans, and discharge planning
- Administer psycho-education evaluations and provide direct counseling services to adjudicated delinquent youth
- Administer daily activities of NNU staff and ensure that activities are conducted in accordance of established policies and procedures within the agency
- Oversee staff assignments and referrals made to Pupil Services Department
- Consultation regarding specific cases and in-service training of personnel within the department
- Assist with monitoring progress of youth within DCF licensed facilities, conducting observations of programs and teaching staff
- Provide in service training on topics such as legal requirements of federal and state policies regarding education issues for youth on DCF parole for Bureau of Juvenile Services
- Assist with long and short range strategic planning, developing policies and activities, and coordinating the implementation of new programs within USD #2
- Direct and coordinate staff in compiling, maintaining, and releasing appropriate services for special education students on DCF parole and the NNU

5/2005-3/2010

**Bureau of Juvenile Justice - Department of
Children and Families Program Director -
Education and Programs**

- Create and implement alternative education and community programs for adjudicated youth as part of the Governor's Plan for the state of Connecticut
- Identify and engage community resources to promote educational programs and community based programs
- Network with state and federal agencies and local boards of education to change public policy regarding adjudicated youth
- Participate as a member of various Juvenile review boards and education committees throughout the state
- Collaborate with residential treatment facilities regarding educational issues for youth returning to the community and provide technical assistance and support to the educational staff at these facilities
- Participate in city, state, and federal ventures to strengthen services for court involved youth within the traditional school setting, alternative programs, special education programs, and adult education
- Establish interagency communication to enhance educational services for youth

2/2004-5/200

**Unified School District #2 - Department of
Children and Families Department Head of
Pupil Services**

- Administer special education and other federal grant programs
- Provide psychological and educational evaluations for adolescent youth
- Maintain compliance with federal and state special education regulations
- Ensure Pupil Personnel staff are informed of requirements and regulations for disability identification
- Coordinate, assign, supervise, and evaluate staff members assigned to Pupil Services Department
- Serve as the Section 504 coordinator
- Monitor the maintenance of student scholastic records
- Work with administrators and teachers to ensure appropriate services for identified students
- Develop and design education programs for special education students encompassing innovative curriculums
- Assess student needs and monitor student performance by collecting and analyzing data, including portfolio performances
- Supervise the eligibility determination of all students referred for special education
- Supervise and coordinate IEP procedures to facilitate the appropriate services for students with disabilities
- Provides direct service to a caseload of juvenile justice youth including psychological evaluations, individual therapy, peer mediation, crisis intervention

2/2001-02/2004

**Hartford Board of Education, Hartford, CT
Coordinator, Pilot Reintegration Education Program
(PREP) Grant/ Administrator HALO/Adult Education
Program and Hartford Detention Center**

- Developed and coordinated reintegration model for juvenile justice youth returning from adjudication to the community
- Established meaningful communications between community agencies, governmental agencies, and schools to ensure successful reintegration of youth
- Established a Re-Entry Reception Center to expedite return of youth
- Established high quality transition services to strengthen returning youths mental health and social/behavioral character
- Provided psychological and educational evaluations for at-risk youth
- Co-chaired PREP oversight and advisory board meetings
- Developed and coordinated program evaluation model in conjunction with CCSU
- Designed, coordinated, and implemented programs for juvenile justice and youthful offenders, including a credit retrieval program and independent/individualized studies for youth returning from incarceration
- Recruited, coordinated, and managed staff for adult education and interim alternative education programs
- Designed, coordinated, and implemented programs for juvenile justice and youthful offender youth, including a credit retrieval program and independent/individualized studies for youth returning from incarceration

- Designed remedial education curriculum and therapeutic intervention program
- Supervised, trained, and evaluated alternative and adult education staff

8/2000-1/2001

**Hartford Board of Education, Hartford, CT
School Psychologist Adult and Alternative Education**

- Provided direct service to juvenile justice youth with individual therapy, crisis intervention, home interventions (based on the MST model), advocacy, inter-agency teaming, and parental education
- Facilitated group therapy with juvenile justice youth
- Facilitated substance abuse counseling for juvenile justice youth using a CBT model
- Provided psychological assessments and educational assessments for youth

8/1996 - 6/2000

**Windsor Board of Education, Windsor, CT
Acting Administrator/School Psychologist**

- Recruited, coordinated, and managed staff for the day treatment special education alternative school program for SED adolescents and adjudicated youth
- Provided psychological assessments and intense therapeutic interventions using individual and group counseling techniques for juvenile justice youth
- Provided psychological evaluations for out of district students and developed individual educational programs
- Panelist, Neuropsychological Assessment of Children, study group for Connecticut School Psychologists Association

8/1989 -1/1994

**New Britain Board of Education, New Britain, CT
School Psychologist**

- Provided psychological assessments within a multi-cultural population of students with all handicapping conditions
- Provided crisis intervention and acted as liaison between the school system, judicial agencies for adjudicated youth and other community agencies
- Trained pupil services staff in the implementation of counseling groups for children of alcoholics and other at-risk groups
- Assisted in the development and implementation of a protocol for ADHD evaluations and provided in-service training for pupil services staff in ADHD evaluations and behavioral interventions

4/2001-6/2005

**Vermont College of Union
Institute and University
Professor**

- Taught courses in the Graduate Program of Professional Counseling and Psychology program in the areas of research, psychological/educational assessment, program evaluation and statistics

9/1997-5/1999

**American International College
Adjunct Professor**

- Taught courses in the Graduate and Doctorate Program in the Educational Psychology/School Psychology Program in the area of psychological assessment

9/1994 - 5/1997

Curtis Blake Center, Springfield, MA

Part-time School Psychologist (Curtis Blake Fellowship)

- Team member of comprehensive clinic based practice providing psychological evaluations, educational evaluations, social/emotional evaluations and ADHD evaluations for at-risk youth
- Processed treatment plans/evaluations with families

EDUCATION

- Administration/Supervision Certificate, University of Hartford
- Doctorate of Education, Education/School Psychology, American International College
- Master of Science and Sixth-Year Professional Diploma, School Psychology, Southern Connecticut State University
- Bachelors of Arts, Psychology, Central Connecticut State University

HONORS

- Psi Chi Honor Society - Past President
- Honors in Psychology - Central Connecticut State University
- Curtis Blake Fellowship - American International College

CERTIFICATIONS

- School Administrator, State of Connecticut
- School Psychologist, State of Connecticut

PUBLICATIONS AND CONFERENCES

- Co-Presenter of "Neuropsychological Underpinnings of ADHD" at the National Corrections Education Conference in Mystic, CT
- Co-Presenter of the "Pilot Reintegration Education Program" at the Juvenile Justice Alliance
 - Co-Presenter of the "Pilot Reintegration Education Program" at the National Conference for Juvenile Public Defenders in Scottsdale Arizona
 - Co-authored the "Pilot Reintegration Education Program" grant for the Office of Policy and Management
 - Co-Presenter of "The Importance of Education" for the Connecticut State Department of Corrections
 - Conducted research for the "Pilot Reintegration Education Program Effectiveness with Adjudicated Youth"
 - Co-Presenter of "Neuropsychological Assessment for Children" at the annual Urban School Psychology Seminar
 - Published "Diagnosis and Psychological Assessment of Children with Autism" in the Connecticut Association of School Psychologists Newsletter
 - Published "Children of Alcoholics and Interventions within a School Setting" and "Diagnosis and Psychological Assessment of Children with Autism" in the Connecticut Association of School Psychologists Newsletter
 - Published "Protocol for ADHD Assessment" in the Connecticut Association of School Psychologists Newsletter
 - Co-published chapter "Ethical Considerations for Counselors" in *Counseling with Confidence*

Eneida M. Silva, Ph.D.
Licensed Clinical Psychologist / Neuropsychologist
Advanced Psychological Services, LLC

Education

Ph.D., The University of Connecticut, 1990

Major Field: Clinical Psychology

Doctoral Thesis: The Evaluation of Job Applicants as a Function of Gender, Physical Attractiveness, and Job Type

M.A., The University of Connecticut, 1988

Major Field: Clinical Psychology

Master's Thesis: The Relationship between Clinical Depression and Physical Attractiveness in Women

B.A., Rutgers University, 1983

Major Fields: Psychology and French

Advanced Research: Psychological Factors Involved in Success Outcome of Gastropasty among Morbidly Obese Patients

Certifications and Licenses

Licensed Psychologist, Connecticut, 1991

School Psychologist, Connecticut, 1995

Foreign Languages

Spanish (fluent),

Portuguese (fluent)

Professional Memberships

Neuropsychology Division of American Psychological Association

Academic Honors

Pre-doctoral Fellowship, The University of Connecticut, Academic Years 1985-1988.

Elected to *Phi Beta Kappa*, Rutgers University, 1983.

Elected to *Phi Sigma Iota*, Rutgers University, 1983.

Graduation *Magna Cum Laude*, Rutgers University, 1983 in Psychology.

Professional Experience

- 1/91– present Clinical Psychologist / Neuropsychologist, Private Practice, Hartford, CT (117 East Center Street, Manchester, CT and Tolland, CT).**
Neuropsychological evaluations of children, adolescents, and adults focusing on memory, visual spatial orientation, attentional issues, and effects from Post Traumatic Stress Disorder. Autism Spectrum Disorder evaluations of both children and adults. Pediatric assessment of learning disabilities from a neuropsychological perspective.
- Other areas included court evaluations of parenting skills, personality testing, and familial functioning. Psychological evaluation of children, adolescents, and adults. Psycho-educational assessment (intellectual, achievement, cognitive processing skills, language dominance, and language processing) of bilingual (Spanish and Portuguese) and English-speaking students. Evaluation of children with ADHD, behavioral problems, depression, post-traumatic stress disorder, learning deficits Autism Spectrum Disorder.
- 4/10 – 8/19 School Psychologist, Hartford Board of Education, Hartford, CT.** Psychological assessment of English, Spanish, and Portuguese speaking children (Kindergarten through high school), with psychological issues, learning disabilities, intellectual impairment, autism, traumatic brain injury, language deficits, Attention-Deficit/Hyperactivity Disorder, developmental disorders, social/emotional issues, etc. Consultation to teachers and other school staff. Design of behavioral intervention plans. Supervisor: Dr. Nelson Rivera, Psychological Services Coordinator.
- 3/08 – 4/10 School Psychologist, Manchester Board of Education, Manchester, CT.** Psychological assessment of bilingual and English speaking students (cognitive, academic, social-emotional, adaptive, etc.). Consultation to teachers and other school staff. Supervisor: David Moyer, Psychological Services Coordinator.
- 9/95 – 2/08
4/10 - present School Psychologist, Hartford Board of Education, Hartford, CT.** Psychological assessment of English, Spanish, and Portuguese speaking children (Kindergarten through high school), with learning disabilities, intellectual impairment, autism, traumatic brain injury, language deficits, Attention-Deficit/Hyperactivity Disorder, developmental disorders, social/emotional issues, etc. Consultation to teachers and other school staff. Supervisor: Dr. Nelson Rivera, Psychological Services Coordinator.

2/93 – 9/95

Psychologist, Charter Oak Terrace/Rice Heights Health Center, Hartford, CT. Psychological assessment and therapy of children with learning deficits, attentional problems, oppositionality, depression, anxiety, etc. Family treatment with a racially and culturally diverse population. Supervisor: Debra Bond, Ph.D.

9/93 – 9/95

Clinical Adjunct Faculty Member, University of Connecticut, Storrs, CT. Supervision of Psychological Assessment Practicum for doctoral level psychology graduate students. Instruments supervised included: Wechsler Intelligence Scale for Children, Thematic Apperception Test, Rorschach Inkblot Test, Wechsler Individual Achievement Test, Wechsler Adult Intelligence Test, Children's Apperception Test, Projective Drawings Test, House-Tree-Person Test, Incomplete Sentences Blank, and others.

3/92 – 12/92

Research Associate, Casey Family Services, 43 Woodland Ave., Hartford, CT. Research and program evaluation of post-adoption program. Assessed success of provision of intensive services to families who adopted high-risk children. Supervisor: Edith Fein, M.A.

7/90-12/91

Post-Doctoral Candidate Training (for licensing) - United Social and Mental Health Services, Willimantic, CT. Psychological assessment and therapy with clients with diagnoses of depression, post-traumatic stress disorder, anxiety disorders, bipolar disorder, schizophrenia, etc. Position also included emergency services and crisis intervention work. Supervisors: Mary Begis, Psy.D., Phil Cardamone, Psy.D., and Gwen Kesten, Ph.D.

9/89-6/90

Psychotherapist – University of Connecticut Student Mental Health Center, Storrs, CT – Counseling and psychotherapy (individual, couples, and group) with young adults ranging in ages 17 through 25. Issues treated included depression, anxiety disorders, relationship issues, phase of life issues, obsessive-compulsive disorder, and substance abuse. Responsibilities also included emergency services/crisis intervention work.

9/88-8/89

APA Approved Psychology Internship, Worcester State Hospital and University of Massachusetts Medical Center, Worcester, MA. Neuropsychological Assessment and treatment of patients on Neuropsychological Ward. Outpatient adult therapy in Eating Disorders Clinic and Department of Preventive and Behavioral Medicine of UMass Medical Center. Treatment of patients on Acute Ward of Worcester State Hospital. Responsible for mental status interviews, diagnostic assessments, psychological testing, and documentation (i.e., Initial Treatment Plans, Master Treatment Plans, Weekly Psychology Notes, and Psychological Assessments). Supervisors: John P. Terry, Ph.D., Jean Kristeller, Ph.D., Lawrence Peterson, Ph.D., Mary O'Reagan, Ph.D., and Teri Rumpf, Ph.D.

9/86-9/88

Research Assistant, University of Connecticut/Natchaug Hospital, Inc., Mansfield, CT. Responsible for in-hospital studies and surveys. These included perception by patients of quality of care (follow-up and pre-discharge), assessment of congruence between diagnosis and type of medication, and patterns of discharge from hospital. Responsible for statistical analyses of data and manuscript writing. On Quality Assurance committee and responsible for gathering data, analysis, and annual reports to JAACH. Supervisor: David Klein, Ph.D.

12/87-5/88

Research Assistant, University of Connecticut, Psychology Department, Storrs, CT. Researched and developed computer program, using FOCUS, to manage Psychology graduate student record database. Supervisor: Barbara Ellis, Ph.D., and Judy Campo.

9/85-5/86

Teaching Assistant, University of Connecticut, Psychology Department, Storrs, CT. Taught two Laboratory sections of Introduction to Psychology. Position also included coordination of services in Department of Psychology Library.

6/84-12/84

Research Assistant, Middlesex Hospital (now Robert Johnson Memorial), New Brunswick, N.J. Conducted study examining the relationship between several psychological variables (e.g., level of depression) and outcome of gastroplasty. Supervisor: Lynn Clemow, Ph.D., Project Coordinator.

Educational Training

University of Connecticut:

Spring 1990

Seminar in Hypnosis, A didactic and experiential course focusing on relaxation methods and hypnosis training; discussion of mechanisms mediating their efficacy, including an expectancy mediated mechanism. Irving Kirsch, Ph.D.

Fall 1989

Cognitive Neuroscience, Interface between cognitive psychology and physiological science. Max Allen, Ph.D.

Spring 1988

Practicum in Adult Psychotherapy, Supervised psychotherapy with adults. Donald L. Mosher, Ph.D.

Spring 1987

Practicum in Child Psychotherapy, Supervised psychotherapy with families and children, including assessment and diagnosis. Supervisor: Marianne Barton, Ph.D.

Fall 1987

Practicum in Child Psychotherapy, Supervised psychotherapy training with children and families, including diagnostic procedures. Supervisor: Cynthia Wickless, Ph.D.

Fall 1986

Practicum in Adult Psychotherapy, Supervised psychotherapy with adults, including diagnostic procedures. George Allen, Ph.D.

Group Psychotherapy, Theories and methods of group psychotherapy, including leading, observing, and participating in groups. Herb Getter, Ph.D.

Methods of Psychotherapy, Applying methods of psychotherapy, including study of the theoretical bases for intervention techniques. Donald Mosher, Ph.D.

Spring 1986

Practicum in Psychodiagnostics, Supervised practice administering and interpreting clinical interviews and psychological tests in a hospital setting and a community mental health center. Irving Kirsch, Ph.D., Howard Tennin, Ph.D.

Professional Issues in Clinical Psychology, Law, ethics, and professional practice issues. George Allen, Ph.D.

Adult Psychopathology, History, theory, and evolution of the treatment of the mentally ill, including diagnostic categories, and research studies regarding the stigma of mental illness. Amerigo Farina, Ph.D.

Fall 1985

Practicum in Clinical Methods, Introduction to psychological assessment with supervised clinical interviewing, and interpreting clinical interviews and tests with college students. Irving Kirsch, Ph.D.

Child Psychopathology, Diagnosis, etiology, and prognosis in child psychopathology. Professor: Conrad Schwarz, Ph.D.

Psychodynamics, Analysis of methods of psychotherapy and of personality theories on which they are based. Julian B. Rotter, Ph.D.

Rutgers University:

Fall 1984

Systems Psychotherapy, Theoretical and practical bases of various types of psychotherapy, including family therapy, behavior modification, and psychoanalysis. Robert Woolfolk, Ph.D.

Spring 1983

Neuropsychopharmacology, Neurophysiology and psychopharmacology of drugs used for mental illness, including neurophysiological consequences. George Wagner, Ph.D.

Cognitive Processes, Memory, discrimination learning, short-term and long-term storage and retrieval processes, and identification of concepts.

Fall 1982

Physiological Psychology, Physiological bases of behavior. George Wagner, Ph.D.

Conditioning and Learning, Processes by which animals and humans learn, including theories proposed by Skinner, Tolman, Hull, Pavlov.

Spring 1982

Behavior Genetics, Genetic determinants of behavior and psychological disorders.

Abnormal Psychology, Analysis of cases studies and diagnostic categories. Richard Morgan, Ph.D.

Research and Methodology Training

University of Connecticut:

Spring 1992

Human Information Processing, A modular and integrative approach to the study of cognitive processes, including neuroanatomy and function. R. James Holzworth, Ph.D.

1985-1990

Research in Psychology, Research design, test construction, and statistical analysis of experiments. Amerigo Farina, Ph.D.

Fall 1987

History of Psychology, Intellectual antecedents to contemporary clinical, developmental, experimental, and social psychology.

Spring 1987

Construction and Validation of Personality Measures, Julian B. Rotter, Ph.D.

Quantitative Methods in Behavioral Sciences, Correlational methods including multiple regression and related multivariate techniques, experimental design, evaluation of psychological tests, factor analysis, and path analysis. Len Katz, Ph.D.

Social-Organizational Psychology, Assessment and intervention with organizations. Charles Lowe, Ph.D.

Fall 1985

Analysis of Experiments, One-way and two-way classifications; factorial treatments in completely randomized and non-randomized block designs; models and test of hypotheses; covariance analysis; linear, curvilinear and multiple regression. Len Katz, Ph.D.

References

Dr. Nelson Rivera, Psychological Services Coordinator, Hartford Public Schools, Hartford, CT.

Winston Johnson, LCSW, Social Work Department Director, Hartford Public Schools, Hartford, CT.

Thomas Callahan, Ed.D., Psychological Services Director, Bloomfield Public Schools, Bloomfield, CT.

TRICIA SILVA

tsilva@crec.org ■ 860-524-4085

A dynamic, strategic and results-orientated professional with years of management experience in brokering staff to school districts and educational organizations. Ensures CREC Resource Group's philosophy of achieving staffing excellence as well as building strong relationships with our clients.

AREAS of EXPERTISE

- Budget Management
- Marketing
- Relationship Building
- Customer Service
- Project Management
- Sales
- Leadership
- Recruitment Strategies
- Strategic Planning

PROFESSIONAL EXPERIENCE

CAPITOL REGION EDUCATION COUNCIL (CREC)

*Program Manager
Administrator of Special Projects
Education Service Specialist*

*Hartford, CT
2013-present
2006-2013
2003-2006*

- Expertise in managing all full-time and part-time brokered staff for Staffing Solutions to meet customer needs, including the implementation of strategic plans and budgetary responsibilities, with a track record of exceeding projected revenue goals each year. Current assets under management over 5.5 million.
- Superior relationship with districts to ensure customer satisfaction and repeat sales.
- Strong relationship with Human Resources and paraprofessional union representatives to handle sensitive issues.
- Successful implementation of recruitment strategies with years of success in selection of high-quality staff to meet customer needs.
- Implementation of various successful cross-divisional initiatives for Expert Solutions, including those supporting Staffing Solutions.

CONNECTICUT DEPARTMENT OF MENTAL RETARDATION

Educational Projects Coordinator

*Hartford, CT
2002-2003*

- Update and design statewide training curricula for new employee and ongoing training programs utilizing state-of-the-art adult learning and multimedia methodologies.
- Manage the marketing and event coordination of various statewide conferences and training events.

SUFFIELD CONFERENCE CENTER

Director of Marketing and Sales

*Suffield, CT
2000-2001*

- Managed and coordinated all sales of newly renovated meeting and learning facility with over-night accommodations, dining, computer lab and classrooms on fifty-six acres.
- Developed and implemented a marketing strategy utilizing various media to increase sales and broaden exposure to target markets.
- Implemented a service strategy to ensure customer satisfaction and increase repeat sales.

COMPUTER SCIENCE CORPORATION/Financial Services Group
Director of Client Training

East Hartford, CT
1998-2001

- Led the sales, creation and delivery of business and technical programs for clients that supported the proprietary systems for the life, banking and property/casualty divisions. Achieved revenue goals with significant gain over previous year with 30% less staff.
- Developed a marketing strategy that targeted key accounts to increase sales and implemented a plan to expand training and education opportunities beyond the propriety system training.
- Successfully managed on average ten projects across multiple lines at various United States and International sites, with strong people management skills.
- Developed multimedia/distance learning strategy to deliver enhanced training and education programs at lower cost with improved client satisfaction.
- Established an Education Advisory Committee to strengthen partnership with clients and to meet their current and future training and education needs.

THE HARTFORD/ASSET MANAGEMENT SERVICES

Director of Performance Development
Senior Education Consultant
Education Consultant

Simsbury, CT
1991-1997
1989-1991
1986-1989

- Led the training and development activity for 500 home office employees and 25 field offices with seven-person professional staff. Credited with enhancing employee's effectiveness and contributing to sales and profitability during period of rapid business expansion.
- Designed and delivered training programs for both Home Office and Field Sales Managers, Sales Representatives and support staff that led to an exponential growth in sales and profitability.
- Consulted with Senior Management in the creation of performance development strategies. Customized plans that focused on sales, business knowledge, new products, customer service, leadership, performance and career development.
- Directed the development and delivery of programs to support a division re-engineering process: created a competency-based skills assessment tool and workshops on career development.
- Promoted a customer service culture linking training initiatives to specific business objectives and laid the foundation for its successful implementation.

CIGNA/Group Pension Administration
Account Manager
Account Coordinator

Hartford, CT
1983-1986
1981-1982

- Managed benefit teams in the daily administration of 1,000-1,500 group pension contracts. Ensured that superior customer service was maintained according to established quality and time standards.

PROFESSIONAL ACTIVITIES

Member, American Society for Training and Development
Co-Chairperson, 1996 Conference on Competencies

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
WATERBURY, CT 06702

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

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

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

1. Addendum #1 / March 3, 2020	4
2. _____	5
3. _____	6

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

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

06-0853106	Capitol Region Education Council (CREC)
Social Security Number	Signature of Individual or Corporate Name
or Federal Identification Number	
	Corporate Officer
	(if applicable)

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

Name Amy Karwan, Director
By: _____
(Title)
Business Address: 111 Charter Oak Avenue
(City, State, Zip Code)
Hartford, CT 06106

Phone: (860) 524-4011

Date: March 6, 2020

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

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019) 2020
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☒

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201 9) 2020
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Google Classroom professional learning and support

(Service or Commodity Covered by Purchase Order)

09/24-2019-09/24-2019

(Date of Purchase Order)

Google Classroom Integration professional learning and support

(Service or Commodity Covered by Purchase Order)

08/12/2019-06/30/2020

(Date of Purchase Order)

Next Generation Science professional learning

(Service or Commodity Covered by Purchase Order)

08/06/2019-06/30/2020

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019) 2020
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐


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

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

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

I have read and agree to the above certification.

Capitol Region Education Council (CREC)
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

3/6/20

Date

Greg J. Florio, Ed.D.
Print or Type Name and Title (if applicable)

DELIVERED

☒ By Mail

☐

Hand-Delivered

☒

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

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

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

- declared ineligible, or voluntarily excluded from participation in this covered transaction which is identified by the department or agency with which this transaction originated.
6. The prospective bidder/participant, vendor, or contractor further agrees by submitting the attached proposal under this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its participants. Each participant may find it not required to check the status of its participants.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 8 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to other penalties available to the Federal, State or Municipal government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

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

Print Name and Title of Authorized Representative:


Signature of Authorized Representative:

Capitol Region Education Council

111 Charter Oak Avenue

Hartford, CT 06106

Greg J. Florio / Executive Director



Date: March 6, 2020

PROOF OF AUTHORIZATION FORM

Complete ONE of the following forms

SECRETARY'S CERTIFICATE

The undersigned, Capitol Region Education Council (CREC), Secretary of 2018-2019 CREC Council, [COMPANY NAME] a Public, Not For Profit, Regional Education Service Center (RESO) [STATE] corporation, the ("Corporation"), does hereby certify that the following are true and complete resolutions which were (2) Adopted by quorum [NOTE: CHOOSE EITHER (1) unanimously adopted, or (2) adopted by quorum] at a duly called and held meeting of the Board of Directors of [COMPANY NAME] on the 10th day of April, 2019, and that such resolutions have not been amended or modified and that they continue to be in full force and effect as of this date:

RESOLVED, that the Corporation may execute and deliver any and all contract or Statements or Work which it deems to be necessary or appropriate to carry out its business; and

FURTHER RESOLVED, that Jeremy Grievson [NAME OF OFFICER], as Secretary / Treasurer [TITLE OF OFFICE] of the Corporation, is authorized and directed to execute and deliver any and all contracts and Statements of Work on behalf of the Corporation and to do and perform all acts and things which such officer deems to be necessary or appropriate to carry out the terms of such contracts and Statements of Work, including, but not limited to, executing and delivering all agreements and documents contemplated by such contracts and Statements of Work.

The undersigned further certifies that Jeremy Grievson [NAME OF OFFICER] now holds the office of Secretary / Treasurer [TITLE OF OFFICE] and has held that office since May 16, 2018 [DATE APPOINTED].

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 10th day of April, 2019.

Jeremy Grievson
Printed Name
Secretary

Signature Jeremy Grievson

(Affix corporate seal here, if available)

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

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

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

State of Connecticut

SS.: 06-0853106

County of Hartford

Greg J. Florio, Ed.D., being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or Executive Director of CREC (Contractor's Name), the Contractor that has submitted the attached agreement.
2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
3. That as a person desiring to contract with the City (check all that apply):
 - ☐ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
 - ☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
 - ☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

State of Connecticut)
) SS
County of Hartford)

_____ being duly sworn,
deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 201__.

(Notary Public)
My Commission Expires: _____

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

By: Capitol Region Education Council (CREC)
Name of General Partner/ Sole Proprietor

111 Charter Oak Avenue
Address of Business

State of Connecticut)

) SS

County of Hartford)

_____ being duly sworn,
Deposes and says that he/she is Greg J. Florio of CREC and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 6th day of March 2012

My Commission Expires: Notary Public
My Commission Expires 07/31/2022

ROBERT G FORKER
Robert G. Forker (Notary Public)

For Corporation

Witness _____

Greg J. Florio, Ed.D.
Name of Corporate Signatory

111 Charter Oak Ave. Hartford, CT 06106
Address of Business

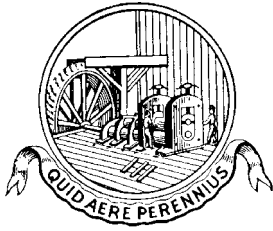
Affix
Corporate
Seal

By: Greg J. Florio
Name of Authorized Corporate Officer

Its: Executive Director
Title

RFP 6584 Waterbury Public Schools
School Psychology Services
CREC Revised Cost Schedule V3 - June 2, 2020

Hourly Rate		
FY 2021	FY 2022	FY 2023
\$99	\$104	\$109



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

June 26, 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

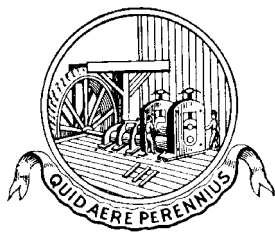
Re: Approval of a Contract between City of Waterbury and
Specialized Education of Connecticut, Inc. dba High Road School

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the contract submitted between the City of Waterbury and Specialized Education of Connecticut, Inc. dba High Road School, be placed on your next agenda and approved.

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

The Waterbury School District has placed students at
Specialized Education of Connecticut, Inc. dba High Road School



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

which operates a school for students with disabilities. Waterbury has thirteen students for which the school is appropriate and they are provided the education, weekly related services and supports required by the students' individual education plans (IEPs) for the school year and extended school year as required. Those weekly services include counseling, speech and language therapy occupational therapy, physical therapy and additional supports as required.

The total amount of the contract for three years is up to Three Million Nine Hundred and Forty Eight Thousand Nine Hundred Eighty-One Dollars and Twenty-two cents (\$3,948,981.22). The contract term is from July 1, 2020 through June 30, 2023 and is paid for by general funds. A tax clearance is being obtained.

In conclusion, I respectfully request that the Boards approve the contract between the City of Waterbury and Specialized Education of CT, Inc. dba High Road School for education and related services and supports for students with disabilities.

Respectfully Submitted,

Katharine Gabrielson

Enc. Specialized Education
Of CT Inc. contract

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
SPECIALIZED EDUCATION OF CONNECTICUT INC.,
DBA HIGH ROAD SCHOOL**

THIS AGREEMENT (“Agreement”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and Specialized Education of Connecticut, Inc. dba High Road School, an institution organized and existing under the laws of the State of Connecticut and having its principal place of business at Two Aquarium Drive, Suite 100, Camden, NJ 08103, (“the “School”).

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

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

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

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

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

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

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

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

1. Scope of Services.

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

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2020 and terminating on June 30, 2023, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to the School at least sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City’s prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Tuition.

3.1. The City shall pay the School an amount up to **Three Million Nine Hundred Forty-Eight Thousand Nine Hundred Eighty-One and 22/100 Dollars (\$3,948,981.22)** for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A**. **Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be enrolled at the School and the cost of the Services. The Student’s tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days enrolled at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days enrolled by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

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

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

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

5. Medicaid Documentation.

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

6. Responsibilities of the School.

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

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

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

6.3.1. Pages 4 and 5, Present level of performance

6.3.2. Page 6 (when appropriate) Transition Planning

6.3.3. Page 7 Goals and objectives

6.3.4. Page 8 Program Accommodations

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

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

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

7. Additional Students.

7.1. The parties agree that the Agreement may be amended from time to time by way of a letter (accompanied by a Rate Schedule for each additional student), placing additional Students in the School and acknowledged by the School that services will be provided to such Students in accordance with each student's IEP and in accordance with the Agreement as amended. The City agrees to compensate the School in full for each Student and according to the Rate Schedule.

8. Observation of Student.

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

9. Confidentiality/FERPA.

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

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

9.3. The School acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) The School and City shall comply with the applicable requirements of said statute and regulations, as amended from time to time and the School agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by

FERPA, the School has no authority to make disclosures of any information from education records.

10. Criminal Background Check and DCF Registry Check.

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

11. Representation Regarding Qualifications.

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

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

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

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

personnel having a contractual relationship with the City is approved in advance by the City in writing.

12. Indemnification.

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

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

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

13. The School's Liability Insurance.

13.1. The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the

Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

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

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

13.3.1. Comprehensive General Liability Insurance. Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

13.3.2. Commercial Auto Liability Insurance. Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

13.3.3. Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):
\$500,000 EL Each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

13.3.4. Professional Liability/Errors and Omissions. Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

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

13.3.6. Abuse & Molestation Liability. Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

13.3.7. Certificates of Insurance. The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all

lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

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

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

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

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

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

14. Discriminatory Practices.

14.1. The School agrees that it maintains a policy of non-discrimination with regard to the hiring of employees and the enrollment of students. In performing this Agreement, the School shall not discriminate against any employee or applicant for employment, with

respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, gender identity, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment and enrollment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. The School agrees to comply with all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

15. Termination of Placement.

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

16. Termination of Agreement.

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

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

16.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to the School. If this Agreement is terminated by the City as provided herein, the

School will be paid an amount for the services actually performed and provided for under this Agreement.

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

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

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

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

17. Disposition of Records.

17.1. To the extent that confidential records concerning the Student are created or maintained by the School as a result of the services provided to the Student pursuant to this Agreement, such records shall be the property of the City and shall be returned or provided to the City upon request or upon the Student's discharge from the School,

whichever comes first. The School shall not further disclose the Student's records without appropriate parental consent. No records of the Student shall be destroyed without the express written consent of the City, following appropriate notification procedures under state and federal law. All employees and agents of the School will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA) and state laws concerning maintenance and disclosure of confidential student records and information and the School shall comply with FERPA in all respects.

18. Debarment.

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

19. Subcontracting.

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

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

20. Assignability.

20.1. The School shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City.

21. Audit.

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

22. Interest of City Officials.

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

23. Prohibition against Gratuities and Kickbacks.

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

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

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

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

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

24. Prohibition Against Contingency Fees.

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

25. City of Waterbury's Ethics Code Ordinance.

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

26. Entire Agreement.

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

27. Independent School Relationship.

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

28. Severability.

28.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

29. Survival.

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

30. Disputes; Legal Proceedings and Continued Performance.

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

31. Binding Agreement.

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

32. Waiver.

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

33. Governing Laws.

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

34. Notice.

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

City: Director of Pupil Services
Waterbury Department of Education
236 Grand Street, Room 250
Waterbury, CT 06702

Email: kgabrielson@waterbury.k12.ct.us

School: Specialized Education of Connecticut Inc.,
dba High Road School
Two Aquarium Drive, Suite 100
Camden, NJ 08103

Email: contracts@fullbloom.org

(Signature page follows.)

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

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O’Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

**SPECIALIZED EDUCATION OF
CONNECTICUT INC.,
DBA HIGH ROAD SCHOOL**

Print name

By: _____
_____, Duly authorized

Print name

Date: _____



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

June 26, 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 Area
Cooperative Education Services, a Regional Education Service
Center.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the contract submitted between the City
of Waterbury and Area Cooperative Education Services
(hereinafter referred to as ACES) be placed on your next agenda
and approved.

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



Waterbury Public Schools

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

Katharine Gabrielson
Director of Pupil Services

The Waterbury School District has placed students at ACES schools in the past. The schools provide education, services and supports to students with disabilities. Waterbury has twenty-Six students for which the ACES schools are appropriate and they are provided the education, weekly related services and supports required by the students' individual education plans (IEPs) for the school year and extended school year as required. Those weekly services include counseling, speech and language therapy occupational therapy, physical therapy and additional supports. Also, some students have 1-1 paraprofessional support.

The total amount of the contract for three years is up to Six Million, Seven Hundred Seventy-One Thousand Nine Hundred Twenty-Eight Dollars and Seventy-One cents (\$6,471,928.71). The contract term is from July 1, 2020 through June 30, 2023 and is paid for by general funds. A tax clearance is being obtained.

In conclusion, I respectfully request that the Boards approve the contract between the City of Waterbury and Area Cooperative Education Services (ACES) for education and related services and supports for students with disabilities.

Respectfully Submitted,

Katharine Gabrielson

Enc. ACES contract

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

THIS AGREEMENT (“Agreement”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and Area Cooperative Educational Services, a nonprofit regional educational service center organized and existing pursuant to Section 10-66a et.seq. of the Connecticut General Statutes and having its principal place of business at 350 State Street, North Haven, Connecticut 06473, (“the “School”).

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

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

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

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

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

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

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

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

1. Scope of Services.

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

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2020 and terminating on June 30, 2023, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to the School at least sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City’s prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Tuition.

3.1. The City shall pay the School an amount up to Six Million Four Hundred Seventy-One Thousand Nine Hundred Twenty-Eight Dollars and Seventy-One Cents Dollars (\$6,471,928.71) for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A. Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student’s tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. In the case of pupil absence, payment will

be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

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

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

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

The School shall provide the City with monthly reports under this Agreement. Said reports may be reviewed by the City and reconciled to the Services to be provided under this Agreement Student attendance

5. Medicaid Documentation.

5.1. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the

individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the Contractor pursuant to this Agreement.

6. Responsibilities of the School.

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

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

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

6.3.1. Pages 4 and 5, Present level of performance

6.3.2. Page 6 (when appropriate) Transition Planning

6.3.3. Page 7 Goals and objectives

6.3.4. Page 8 Program Accommodations

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

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

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

7. Additional Students.

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

8. Observation of Student.

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

9. Confidentiality/FERPA.

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

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

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

10. Criminal Background Check and DCF Registry Check.

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

11. Representation Regarding Qualifications.

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

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

11.3. The School represents that all persons working with the Student shall have the appropriate level of licensure or certification required by State law, and in accordance with the specifications of the Student’s IEP... and the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. The School shall make such licenses and certifications as well as resumes

available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

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

12. Indemnification.

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

12.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 10.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

13. The School's Liability Insurance.

13.1. The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so

obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an “A-” Best’s Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

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

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

13.3.1. Comprehensive General Liability Insurance. Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

13.3.2. Commercial Auto Liability Insurance. Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

13.3.3. Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):
\$500,000 EL Each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

13.3.4. Professional Liability/Errors and Omissions. Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

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

13.3.6. Abuse & Molestation Liability. Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

13.3.7. Certificates of Insurance. The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

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

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

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

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

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

14. Discriminatory Practices.

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

15. Termination of Placement.

15.1. If for any reason the School determines that a Student for any reason is not appropriate for the School, has violated the School's standards of conduct, or is to be terminated, the School shall give the City written notice of such determination and a PPT shall be convened in which the appropriate members of the team shall participate. The School's team members shall assist the PPT in planning the appropriate transition of the Student to the Student's next placement as appropriate. In no event shall the School discharge the Student or refuse to allow the Student to continue to attend the School without the agreement of the PPT and/or the determination that another placement has been determined for the Student.

16. Termination of Agreement.

16.1. Termination of Agreement for Cause. If, through any cause, the School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by the School under this Agreement shall, at the option of the City, become its property.

16.2. Notwithstanding the above, the School shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the School, and the City may withhold any payments to the School for the purpose of setoff

until such time as the exact amount of damages due the City from the School is determined.

16.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to the School. If this Agreement is terminated by the City as provided herein, the School will be paid an amount for the services actually performed and provided for under this Agreement.

16.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay The School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

16.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

16.5.1. Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the School.

16.5.2. No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate the School for any lost or expected future profits.

17. Disposition of Records.

17.1. To the extent that confidential records concerning the Student are created or maintained by the School as a result of the services provided to the Student pursuant to this Agreement, such records shall be the property of the City and shall be returned or provided to the City upon request or upon the Student's discharge from the School, whichever comes first. The School shall not further disclose the Student's records without appropriate parental consent. No records of the Student shall be destroyed without the express written consent of the City, following appropriate notification procedures under state and federal law. All employees and agents of the School will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA) and state laws concerning maintenance and disclosure of confidential student records and information and the School shall comply with FERPA in all respects.

18. Debarment.

18.1. The School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

19. Subcontracting.

19.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the School's services.

19.2. The School shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the School.

20. Assignability.

20.1. The School shall not assign this Agreement or any interest in this Agreement.

21. Audit.

21.1. The City reserves the right to audit the School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, the School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

22. Interest of City Officials.

22.1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

23. Prohibition against Gratuities and Kickbacks.

23.1. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

23.2. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the School or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

23.3. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

23.4. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

23.5. The School, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included

in the price of the subcontractor order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

24. Prohibition Against Contingency Fees.

24.1. The School hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

25. City of Waterbury's Ethics Code Ordinance.

25.1 The School hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

26. Entire Agreement.

26.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties and attached to this Agreement. .

27. Independent School Relationship.

27.1. The relationship between the City and the School is that of client and independent contractor. No agent, employee, or servant of the School shall be deemed to be an employee, agent or servant of the City. The School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

28. Severability.

28.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

29. Survival.

29.1. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement.

30. Disputes; Legal Proceedings and Continued Performance.

30.1. Notwithstanding any such claim, dispute or legal action, the School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

31. Binding Agreement.

31.1. The City and the School each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

32. Waiver.

32.1. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

33. Governing Laws.

33.1. This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

34. Notice.

34.1. Except as otherwise specifically stated in this Agreement, whenever, under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the School or the City, and delivered in hand or sent by mail, postage prepaid, or by email, to the party to whom it is directed, which until changed by written notice, is/are as follows:

City: Director of Pupil Services
Waterbury Department of Education
236 Grand Street, Room 250
Waterbury, CT 06702
Email: kgabrielson@waterbury.k12.ct.us

School: Area Cooperative Educational Services
350 State Street
North Haven, CT 06473
Email: _____

(Signature page follows.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____

Neil M. O'Leary

Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

**AREA COOPERATIVE
EDUCATIONAL SERVICES**

Print name

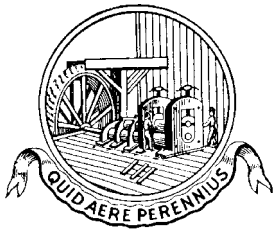
By: _____

_____, Duly authorized

Print name

Date: _____

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\Area Cooperative Education Services (ACES) 20-21 - CRT20-164\ACES Final 6.23.20 .doc



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

June 26, 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

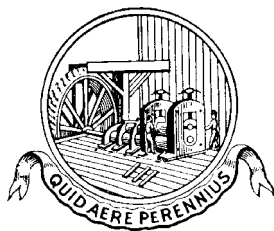
Re: Approval of a Contract between City of Waterbury and
American School for the Deaf

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the contract submitted between the City of Waterbury and American School for the Deaf be placed on your next agenda and approved.

The contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) which provide services and supports based on each student's individualized needs.

The Waterbury School District has placed students at



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

American School for the Deaf which operates a school for students with disabilities. Waterbury has four students for which the school is appropriate and they are provided the education, weekly related services and supports required by the students' individual education plans (IEPs) for the school year and extended school year as required. Those weekly services include counseling, speech and language therapy occupational therapy, physical therapy and other supports. One student has a 1-1 aide. Counseling and some speech and language services are included in the tuition price.

The total amount of the contract for three years is up to Eight Hundred Nine Thousand Three Hundred Twenty-Six Dollars and Fifty-one cents (\$809,326.51). The contract term is from July 1, 2020 through June 30, 2023 and is paid for by general funds. A tax clearance is being obtained.

In conclusion, I respectfully request that the Boards approve the contract between the City of Waterbury and American School for the Deaf for education and related services and supports for students with disabilities.

Respectfully Submitted,

Katharine Gabrielson

Enc. ASD contract

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
AMERICAN SCHOOL FOR THE DEAF**

THIS AGREEMENT (“Agreement”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and American School for the Deaf, an institution organized and existing under the laws of the State of Connecticut, and having its principal place of business at 39 North Main Street, West Hartford, Connecticut 06107, (“the “School”).

WHEREAS, the City has identified the students or students listed on **Attachment A** (individually or collectively “Student”) as requiring special education within the meaning of Section 10-76 of the Connecticut General Statutes (“CGS”) and the Individuals with Disabilities Education Act (“IDEA”) and must therefore, pursuant to CGS §10-76a et seq., as amended, provide such Student with special education as provided therein; and

WHEREAS, in the opinion of the City, the educational needs of the Student cannot be met with public school arrangements; and

WHEREAS, the School is willing to provide a special education program to the Student which shall include instruction in accordance with the Student’s Individualized Education Program (“IEP”) which IEP is incorporated by reference as if fully set forth herein, for the duration of the Agreement or until such time as the Student is no longer appropriately educated at the School, whichever comes first; and

WHEREAS, the School is a private or public educational institution and, in the opinion of the City, can provide the necessary educational programs and related services for the Student and thereby can meet the educational needs of the Student and implement the Student’s IEP; and

WHEREAS, the School has been approved as a special education facility by the State of Connecticut Department of Education, or has been approved by the State of Connecticut Department of Developmental Services (DSS) to provide transition services to students between the ages of 18 and 21 years, as applicable, and evidence of such approval shall be furnished to the City upon request; and

WHEREAS, all relevant teachers and other employees of the School possess appropriate certificates or licenses in the State where the School is located in order to implement the IEP, and evidence of appropriate certification or licensure of staff shall be furnished to the City upon request; and

WHEREAS, the School shall provide special education and related services in accordance with the requirements of CGS §§ 10-76a et seq. and IDEA, and their respective regulations, as amended.

NOW THEREFORE, the School and the City, for the consideration and mutual promises contained herein, agree as follows:

1. Scope of Services.

1.1. The School shall provide to the Student a special education program, including instruction and related services (“Services”) in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act (“I.D.E.A.”), and their respective regulations, and the Student’s IEP. The Student’s IEP contains a description of the Services the Student is to receive, a statement of goals and objectives relating to the Student, and an estimated time schedule for returning the Student to the community or transferring the Student to another appropriate facility.

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2020 and terminating on June 30, 2023, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to the School at least sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City’s prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Tuition.

3.1. The City shall pay the School an amount up to **Eight Hundred Nine Thousand Three Hundred Twenty-Six and 51/100 Dollars (\$809,326.51)** for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A**. **Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student’s tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor’s adhering to the City of Waterbury Board of Education’s attendance policy with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no

event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The School agrees to make available to the City at all times, and to send to the City in a regular basis (at least quarterly), all reports concerning the Student's programs and progress including, but not limited to, the present level of educational, social and emotional level of functioning of the Student, such reporting to include data on measurable outcomes provided in numeric/quantitative, narrative/ qualitative, and graphic form as specified by the City. The School shall also provide to the City any professional, diagnostic, and evaluation reports including, but not limited to, psychological and/or psychiatric, medical or educational evaluations which are conducted by the School, or by third parties, as soon as they are available to the School.

4.2. The School shall furnish to the City, on a monthly basis, an accounting of all Services provided to the Student in accordance with the IEP (including service logs), organized by provider and the School hereby authorizes the City to review and reconcile such reports to the Services to be provided pursuant to this Agreement. The reports shall include the dates on which the Student was in actual School attendance along with documentation of the specific Services and frequency of Services rendered to the Student. The reports shall accompany the City of Waterbury voucher and the School's billing. Payment shall be based upon the actual number of days in which the Student is enrolled and participating in an educational program.

4.3. The School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the Student's parent or guardian.

The School shall provide the City with monthly t under this Agreement. Said reports may be reviewed by the City and reconciled to the Services to be provided under this Agreement Student attendance

5. Medicaid Documentation.

5.1. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services , the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required

documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the Contractor pursuant to this Agreement.

6. Responsibilities of the School.

6.1. The School agrees to implement the IEP and to provide to the Student all services as set forth in the IEP. The School further agrees to contribute to the development of the Student's IEP on at least an annual basis or at such times as required by the City through properly constituted Planning and Placement Team ("PPT") meetings, so long as the Student is enrolled at the School or otherwise as required by the City in order to effect an appropriate transition by the Student to an alternative program. The School agrees to send a representative to such PPTs as are held by the City for the Student at the School's own cost and expense. In the event that the Student is the subject of a due process hearing or subsequent court proceedings requiring testimony by staff at the School, the School agrees to make its personnel available without charge for such testimony at the request of the City.

6.2. All planning regarding the Student's educational program and related services will take place in the context of a duly constituted PPT meeting. In no event shall the School conduct any meetings regarding the Student's educational program and related services without a representative of the City present. PPT meetings may be held via a telephone conference or a video conference platform such as Google meet or Zoom, as required by the City.

6.3. The City shall provide the School with a login id and password in order to access Power School SPED, the electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the following pages of the IEP and update as required:

6.3.1. Pages 4 and 5, Present level of performance

6.3.2. Page 6 (when appropriate) Transition Planning

6.3.3. Page 7 Goals and objectives

6.3.4. .Page 8 Program Accommodations

The School shall insure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those providers who provide services to the Student and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide to the City a list of providers identified by them as requiring electronic access to the Student's IEP and their respective positions prior to access being given.

6.4. The School shall adhere to the City Board of Education's policy regarding student attendance and shall immediately notify the City regarding the Student's attendance or

lack thereof pursuant to said policy. The School hereby acknowledges receipt of said policy and represents that it has familiarized itself with all aspects of said policy.

6.5. The School shall immediately notify the Student's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the Student.

7. Additional Students.

7.1. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional Students in the School and acknowledged by the School that services will be provided to such Students in accordance with each student's IEP and in accordance with the Agreement as amended.

8. Observation of Student.

8.1. The School hereby grants permission to the City's Superintendent of Education or her designees to visit and observe the Student in the School and at the School's facilities and to have conferences with the teachers and service providers who are working with the Student at reasonable times during school hours. The Superintendent/designees shall be permitted to observe the Student in authentic settings, defined as those where the Student would generally be found receiving services on a typical school day, with typical levels of staffing and in the general student population. Contrived observations by the school in which the School in which the Student is placed in a separate setting for purposes of the Superintendent/designee's observation are not permitted.

9. Confidentiality/FERPA.

9.1. School shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. The School shall further ensure that its employees, agents, or anyone performing work on its behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

9.2. Any and all materials contained in City of Waterbury student files that are entrusted to School or gathered by the School in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the School shall be used solely for the purposes of providing services under this Agreement.

9.3. The School acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury

students as defined in and governed by Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) The School and City shall comply with the requirements of said statute and regulations, as amended from time to time and the School agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student’s parent or guardian, as required by FERPA, the School has no authority to make disclosures of any information from education records.

10. Criminal Background Check and DCF Registry Check.

10.1 The School shall ensure, and represents to the City, that any person who will have direct contact with the Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The School shall further ensure, and represents to the City that any person who will have direct contact with the Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The School shall not permit any person with a disqualifying criminal history to have direct contact with the Student.

11. Representation Regarding Qualifications.

11.1. In the event that the School is no longer approved by the appropriate State agency for the purpose of providing special education services to students with disabilities, or it is determined that the employees of the School do not have the appropriate certification or licenses, the City reserves the right to terminate the Agreement.

11.2. The School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes applicable to this Agreement and agrees to adhere to each and every condition as it applies.

11.3. The School represents that all persons working with the Student shall have the appropriate level of licensure or certification required by State law, and in accordance with the specifications of the Student’s IEP... and the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. The School shall make such licenses and certifications as well as resumes available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

11.3.1. Representations regarding Personnel. The School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in advance by the City in writing.

12. Indemnification.

12.1. The School shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of, related to or resulting from the delivery of the services pursuant to this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the School, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the School's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

12.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 10.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

12.3. The School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

13. The School's Liability Insurance.

13.1. The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most

current A.M. Best Company ratings. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

13.2. At no additional cost to the City, the School shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the School's obligation under this Agreement, whether such obligations are the School's or a subcontractor or person or entity directly or indirectly employed by the School or a subcontractor or anyone for whose acts the School or subcontractor may be liable.

13.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

13.3.1. Comprehensive General Liability Insurance. Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

13.3.2. Commercial Auto Liability Insurance. Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

13.3.3. Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):
\$500,000 EL Each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

13.3.4. Professional Liability/Errors and Omissions. Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

13.3.5. Excess/Umbrella Liability Insurance: Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

13.3.6. Abuse & Molestation Liability. Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

13.3.7. Certificates of Insurance. The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. The School shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, the School shall deliver to the City a copy of its insurance policies and endorsements and riders.

13.3.8. Failure to Maintain Insurance. In the event the School fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the School's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

13.3.9. Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

14. Discriminatory Practices.

14.1. The School agrees that it maintains a policy of non-discrimination with regard to the hiring of employees and the enrollment of students. In performing this Agreement, the School shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, gender identity, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment and enrollment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. The School agrees to comply with all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

15. Termination of Placement.

15.1. If for any reason the School determines that a Student for any reason is not appropriate for the School, has violated the School's standards of conduct, or is to be terminated, the School shall give the City written notice of such determination and a PPT shall be convened in which the appropriate members of the team shall participate. The School's team members shall assist the PPT in planning the appropriate transition of the Student to the Student's next placement as appropriate. In no event shall the School discharge the Student or refuse to allow the Student to continue to attend the School without the agreement of the PPT and/or the determination that another placement has been determined for the Student,.

16. Termination of Agreement.

16.1. Termination of Agreement for Cause. If, through any cause, the School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by the School under this Agreement shall, at the option of the City, become its property.

16.2. Notwithstanding the above, the School shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the School, and the City may withhold any payments to the School for the purpose of setoff until such time as the exact amount of damages due the City from the School is determined.

16.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to the School. If this Agreement is terminated by the City as provided herein, the School will be paid an amount for the services actually performed and provided for under this Agreement.

16.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay The School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

16.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

16.5.1. Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the School.

16.5.2. No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate the School for any lost or expected future profits.

17. Disposition of Records.

17.1. To the extent that confidential records concerning the Student are created or maintained by the School as a result of the services provided to the Student pursuant to this Agreement, such records shall be the property of the City and shall be returned or provided to the City upon request or upon the Student's discharge from the School, whichever comes first. The School shall not further disclose the Student's records without appropriate parental consent. No records of the Student shall be destroyed without the express written consent of the City, following appropriate notification procedures under state and federal law. All employees and agents of the School will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA) and state laws concerning maintenance and disclosure of confidential student records and information and the School shall comply with FERPA in all respects.

18. Debarment.

18.1. The School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

19. Subcontracting.

19.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the School's services.

19.2. The School shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the School.

20. Assignability.

20.1. The School shall not assign this Agreement or any interest in this Agreement.

21. Audit.

21.1. The City reserves the right to audit the School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, the School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

22. Interest of City Officials.

22.1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

23. Prohibition against Gratuities and Kickbacks.

23.1. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

23.2. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the School or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

23.3. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

23.4. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

23.5. The School, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or

order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

24. Prohibition Against Contingency Fees.

24.1. The School hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

25. City of Waterbury's Ethics Code Ordinance.

25.1 The School hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

26. Entire Agreement.

26.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties and attached to this Agreement. .

27. Independent School Relationship.

27.1. The relationship between the City and the School is that of client and independent contractor. No agent, employee, or servant of the School shall be deemed to be an employee, agent or servant of the City. The School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

28. Severability.

28.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

29. Survival.

29.1. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement..

30. Disputes; Legal Proceedings and Continued Performance.

30.1. Notwithstanding any such claim, dispute or legal action, the School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

31. Binding Agreement.

31.1. The City and the School each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

32. Waiver.

32.1. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

33. Governing Laws.

33.1. This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

34. Notice.

34.1. Except as otherwise specifically stated in this Agreement, whenever, under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the School or the City, and delivered in hand or sent by mail, postage prepaid, or by email, to the party to whom it is directed, which until changed by written notice, is/are as follows:

City: Director of Pupil Services
Waterbury Department of Education
236 Grand Street, Room 250
Waterbury, CT 06702

School: American School for the Deaf
39 North Main Street
West Hartford, Connecticut 06107

Email: _____

(Signature page follows.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O’Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

**AMERICAN SCHOOL FOR THE
DEAF**

Print name

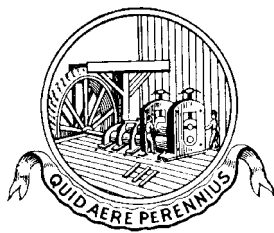
By: _____
_____, Duly authorized

Print name

Date: _____

\

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\American School for the Deaf FY 20-21 - CRT20-165\Drafts\Final draft.doc



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

June 30, 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

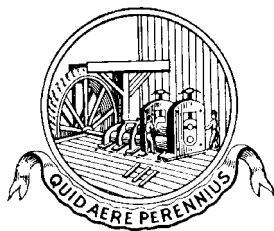
Re: Approval of a Contract between City of Waterbury and
Benhaven, Inc.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the contract submitted between the City of Waterbury and Benhaven, Inc. be placed on your next agenda and approved.

The contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) which provide services and supports based on each student's individualized needs.

The Waterbury School District has placed students at



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

Benhaven, Inc. which operates a school for students with disabilities. Waterbury has two students for which the school is appropriate and they are provided the education, weekly related services and supports required by the students' individual education plans (IEPs) for the school year and extended school year as required. Those weekly services include counseling, speech and language therapy occupational therapy, physical therapy which are included in the tuition price plus additional supports as required.

The total amount of the contract for three years is up to One Million Ten Thousand Eight Hundred Ninety-Seven Dollars and fifty-one cents (\$1,010,897.51). The contract term is from July 1, 2020 through June 30, 2023 and is paid for by general funds. A tax clearance is being obtained.

In conclusion, I respectfully request that the Boards approve the contract between the City of Waterbury and Benhaven, Inc. for education and related services and supports for students with disabilities.

Respectfully Submitted,

Katharine Gabrielson

Enc. Benhaven contract

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
BENHAVEN, INC.**

THIS AGREEMENT (“Agreement”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and Benhaven, Inc., an institution organized and existing under the laws of the State of Connecticut and having its principal place of business at 187 Half Mile Hill Road, North Haven, Connecticut 06473-4121, (“the “School”).

WHEREAS, the City has identified the students or students listed on **Attachment A** (individually or collectively “Student”) as requiring special education within the meaning of Section 10-76 of the Connecticut General Statutes (“CGS”) and the Individuals with Disabilities Education Act (“IDEA”) and must therefore, pursuant to CGS §10-76a et seq., as amended, provide such Student with special education as provided therein; and

WHEREAS, in the opinion of the City, the educational needs of the Student cannot be met with public school arrangements; and

WHEREAS, the School is willing to provide a special education program to the Student which shall include instruction in accordance with the Student’s Individualized Education Program (“IEP”) which IEP is incorporated by reference as if fully set forth herein, for the duration of the Agreement or until such time as the Student is no longer appropriately educated at the School, whichever comes first; and

WHEREAS, the School is a private or public educational institution and, in the opinion of the City, can provide the necessary educational programs and related services for the Student and thereby can meet the educational needs of the Student and implement the Student’s IEP; and

WHEREAS, the School has been approved as a special education facility by the State of Connecticut Department of Education, or has been approved by the State of Connecticut Department of Development al Services (DSS) to provide transition services to students between the ages of 18 and 21 years, as applicable, and evidence of such approval shall be furnished to the City upon request; and

WHEREAS, all relevant teachers and other employees of the School possess appropriate certificates or licenses in the State where the School is located in order to implement the IEP, and evidence of appropriate certification or licensure of stall shall be furnished to the City upon request; and

WHEREAS, the School shall provide special education and related services in accordance with the requirements of CGS §§ 10-76a et seq. and IDEA, and their respective regulations, as amended.

NOW THEREFORE, the School and the City, for the consideration and mutual promises contained herein, agree as follows:

1. Scope of Services.

1.1. The School shall provide to the Student a special education program, including instruction and related services (“Services”) in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act (“I.D.E.A.”), and their respective regulations, and the Student’s IEP. The Student’s IEP contains a description of the Services the Student is to receive, a statement of goals and objectives relating to the Student, and an estimated time schedule for returning the Student to the community or transferring the Student to another appropriate facility.

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2020 and terminating on June 30, 2023, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to the School at least sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City’s prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Tuition.

3.1. The City shall pay the School an amount up to One Million Ten Thousand Eight Hundred Ninety-Seven Dollars and 51 cents (\$1,010,897.51) for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A**. **Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student’s tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor’s adhering to the City of Waterbury Board of Education’s attendance policy with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no

event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The School agrees to make available to the City at all times, and to send to the City in a regular basis (at least quarterly), all reports concerning the Student's programs and progress including, but not limited to, the present level of educational, social and emotional level of functioning of the Student, such reporting to include data on measurable outcomes provided in numeric/quantitative, narrative/ qualitative, and graphic form as specified by the City. The School shall also provide to the City any professional, diagnostic, and evaluation reports including, but not limited to, psychological and/or psychiatric, medical or educational evaluations which are conducted by the School, or by third parties, as soon as they are available to the School.

4.2. The School shall furnish to the City, on a monthly basis, an accounting of all Services provided to the Student in accordance with the IEP (including service logs), organized by provider and the School hereby authorizes the City to review and reconcile such reports to the Services to be provided pursuant to this Agreement. The reports shall include the dates on which the Student was in actual School attendance along with documentation of the specific Services and frequency of Services rendered to the Student. The reports shall accompany the City of Waterbury voucher and the School's billing. Payment shall be based upon the actual number of days in which the Student is enrolled and participating in an educational program.

4.3. The School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the Student's parent or guardian.

The School shall provide the City with monthly t under this Agreement. Said reports may be reviewed by the City and reconciled to the Services to be provided under this Agreement Student attendance

5. Medicaid Documentation.

5.1. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services , the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required

documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the Contractor pursuant to this Agreement.

6. Responsibilities of the School.

6.1. The School agrees to implement the IEP and to provide to the Student all services as set forth in the IEP. The School further agrees to contribute to the development of the Student's IEP on at least an annual basis or at such times as required by the City through properly constituted Planning and Placement Team ("PPT") meetings, so long as the Student is enrolled at the School or otherwise as required by the City in order to effect an appropriate transition by the Student to an alternative program. The School agrees to send a representative to such PPTs as are held by the City for the Student at the School's own cost and expense. In the event that the Student is the subject of a due process hearing or subsequent court proceedings requiring testimony by staff at the School, the School agrees to make its personnel available without charge for such testimony at the request of the City.

6.2. All planning regarding the Student's educational program and related services will take place in the context of a duly constituted PPT meeting. In no event shall the School conduct any meetings regarding the Student's educational program and related services without a representative of the City present. PPT meetings may be held via a telephone conference or a video conference platform such as Google meet or Zoom, as required by the City.

6.3. The City shall provide the School with a login id and password in order to access Power School SPED, the electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the following pages of the IEP and update as required:

6.3.1. Pages 4 and 5, Present level of performance

6.3.2. Page 6 (when appropriate) Transition Planning

6.3.3. Page 7 Goals and objectives

6.3.4. .Page 8 Program Accommodations

The School shall insure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those providers who provide services to the Student and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide to the City a list of providers identified by them as requiring electronic access to the Student's IEP and their respective positions prior to access being given.

6.4. The School shall adhere to the City Board of Education's policy regarding student attendance and shall immediately notify the City regarding the Student's attendance or

lack thereof pursuant to said policy. The School hereby acknowledges receipt of said policy and represents that it has familiarized itself with all aspects of said policy.

6.5. The School shall immediately notify the Student's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the Student.

7. Additional Students.

7.1. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional Students in the School and acknowledged by the School that services will be provided to such Students in accordance with each student's IEP and in accordance with the Agreement as amended.

8. Observation of Student.

8.1. The School hereby grants permission to the City's Superintendent of Education or her designees to visit and observe the Student in the School and at the School's facilities and to have conferences with the teachers and service providers who are working with the Student at reasonable times during school hours. The Superintendent/designees shall be permitted to observe the Student in authentic settings, defined as those where the Student would generally be found receiving services on a typical school day, with typical levels of staffing and in the general student population. Contrived observations by the school in which the School in which the Student is placed in a separate setting for purposes of the Superintendent/designee's observation are not permitted.

9. Confidentiality/FERPA.

9.1. School shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. The School shall further ensure that its employees, agents, or anyone performing work on its behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

9.2. Any and all materials contained in City of Waterbury student files that are entrusted to School or gathered by the School in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the School shall be used solely for the purposes of providing services under this Agreement.

9.3. The School acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury

students as defined in and governed by Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) The School and City shall comply with the requirements of said statute and regulations, as amended from time to time and the School agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student’s parent or guardian, as required by FERPA, the School has no authority to make disclosures of any information from education records.

10. Criminal Background Check and DCF Registry Check.

10.1 The School shall ensure, and represents to the City, that any person who will have direct contact with the Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The School shall further ensure, and represents to the City that any person who will have direct contact with the Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The School shall not permit any person with a disqualifying criminal history to have direct contact with the Student.

11. Representation Regarding Qualifications.

11.1. In the event that the School is no longer approved by the appropriate State agency for the purpose of providing special education services to students with disabilities, or it is determined that the employees of the School do not have the appropriate certification or licenses, the City reserves the right to terminate the Agreement.

11.2. The School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes applicable to this Agreement and agrees to adhere to each and every condition as it applies.

11.3. The School represents that all persons working with the Student shall have the appropriate level of licensure or certification required by State law, and in accordance with the specifications of the Student’s IEP... and the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. The School shall make such licenses and certifications as well as resumes available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

11.3.1. Representations regarding Personnel. The School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in advance by the City in writing.

12. Indemnification.

12.1. The School shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of, related to or resulting from the delivery of the services pursuant to this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the School, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the School's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

12.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 10.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

12.3. The School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

13. The School's Liability Insurance.

13.1. The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most

current A.M. Best Company ratings. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

13.2. At no additional cost to the City, the School shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the School's obligation under this Agreement, whether such obligations are the School's or a subcontractor or person or entity directly or indirectly employed by the School or a subcontractor or anyone for whose acts the School or subcontractor may be liable.

13.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

13.3.1. Comprehensive General Liability Insurance. Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

13.3.2. Commercial Auto Liability Insurance. Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

13.3.3. Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):
\$500,000 EL Each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

13.3.4. Professional Liability/Errors and Omissions. Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

13.3.5. Excess/Umbrella Liability Insurance: Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

13.3.6. Abuse & Molestation Liability. Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

13.3.7. Certificates of Insurance. The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. The School shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, the School shall deliver to the City a copy of its insurance policies and endorsements and riders.

13.3.8. Failure to Maintain Insurance. In the event the School fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the School's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

13.3.9. Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

14. Discriminatory Practices.

14.1. The School agrees that it maintains a policy of non-discrimination with regard to the hiring of employees and the enrollment of students. In performing this Agreement, the School shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, gender identity, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment and enrollment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. The School agrees to comply with all all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

15. Termination of Placement.

15.1. If for any reason the School determines that a Student for any reason is not appropriate for the School, has violated the School's standards of conduct, or is to be terminated, the School shall give the City written notice of such determination and a PPT shall be convened in which the appropriate members of the team shall participate. The School's team members shall assist the PPT in planning the appropriate transition of the Student to the Student's next placement as appropriate. In no event shall the School discharge the Student or refuse to allow the Student to continue to attend the School without the agreement of the PPT and/or the determination that another placement has been determined for the Student,.

16. Termination of Agreement.

16.1. Termination of Agreement for Cause. If, through any cause, the School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by the School under this Agreement shall, at the option of the City, become its property.

16.2. Notwithstanding the above, the School shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the School, and the City may withhold any payments to the School for the purpose of setoff until such time as the exact amount of damages due the City from the School is determined.

16.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to the School. If this Agreement is terminated by the City as provided herein, the School will be paid an amount for the services actually performed and provided for under this Agreement.

16.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay The School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

16.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

16.5.1. Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the School.

16.5.2. No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate the School for any lost or expected future profits.

17. Disposition of Records.

17.1. To the extent that confidential records concerning the Student are created or maintained by the School as a result of the services provided to the Student pursuant to this Agreement, such records shall be the property of the City and shall be returned or provided to the City upon request or upon the Student's discharge from the School, whichever comes first. The School shall not further disclose the Student's records without appropriate parental consent. No records of the Student shall be destroyed without the express written consent of the City, following appropriate notification procedures under state and federal law. All employees and agents of the School will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA) and state laws concerning maintenance and disclosure of confidential student records and information and the School shall comply with FERPA in all respects.

18. Debarment.

18.1. The School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

19. Subcontracting.

19.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the School's services.

19.2. The School shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the School.

20. Assignability.

20.1. The School shall not assign this Agreement or any interest in this Agreement.

21. Audit.

21.1. The City reserves the right to audit the School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, the School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

22. Interest of City Officials.

22.1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

23. Prohibition against Gratuities and Kickbacks.

23.1. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

23.2. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the School or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

23.3. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

23.4. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

23.5. The School, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor order and ultimately borne by the City and will be

recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

24. Prohibition Against Contingency Fees.

24.1. The School hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

25. City of Waterbury's Ethics Code Ordinance.

25.1 The School hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

26. Entire Agreement.

26.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties and attached to this Agreement. .

27. Independent School Relationship.

27.1. The relationship between the City and the School is that of client and independent contractor. No agent, employee, or servant of the School shall be deemed to be an employee, agent or servant of the City. The School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

28. Severability.

28.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

29. Survival.

29.1. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement..

30. Disputes; Legal Proceedings and Continued Performance.

30.1. Notwithstanding any such claim, dispute or legal action, the School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

31. Binding Agreement.

31.1. The City and the School each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

32. Waiver.

32.1. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

33. Governing Laws.

33.1. This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

34. Notice.

34.1. Except as otherwise specifically stated in this Agreement, whenever, under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the School or the City, and delivered in hand or sent by mail, postage prepaid, or by email, to the party to whom it is directed, which until changed by written notice, is/are as follows:

City: Dept. of Special Education
236 Grand St. Room 250
Waterbury, CT 06702
Email: kgabrielson@waterbury.k12.ct.us

School: Benhaven, Inc.
187 Half Mile Hill Road,
North Haven, Connecticut 06473-4121

Email: _____

(Signature page follows.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O’Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

BENHAVEN, INC.

Print name

By: _____
_____, Duly authorized

Print name

Date: _____

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\Benhaven, Inc FY 20-21 - CRT20-166\Drafts\Draft 1 benhaven 6.17.20 final.doc



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

June 26, 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 St.
Vincent's Special Needs Center, Inc.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the contract submitted between the City of Waterbury and St Vincent's Special Needs Center, Inc. be placed on your next agenda and approved.

The contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) which provide services and supports based on each student's individualized needs.

The Waterbury School District has placed students at



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

St Vincent's Special Needs Center, Inc. which operates a school for students with disabilities. Waterbury has three students for which the school is appropriate and they are provided the education, weekly related services and supports required by the students' individual education plans (IEPs) for the school year and extended school year as required. Those weekly services include speech and language therapy, occupational therapy, physical therapy and other supports. The related services are included in the tuition price.

The total amount of the contract for three years is up to One Million Eighteen Thousand Four Hundred Twenty-Two Dollars and Twenty-Two cents (\$1,018,422.22). The contract term is from July 1, 2020 through June 30, 2023 and is paid for by general funds. A tax clearance is being obtained.

In conclusion, I respectfully request that the Boards approve the contract between the City of Waterbury and St Vincent's Special Needs Center for education and related services and supports for students with disabilities.

Respectfully Submitted,

Katharine Gabrielson

Enc. St. Vincent's contract

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
ST. VINCENT'S SPECIAL NEEDS CENTER, INC.**

THIS AGREEMENT ("Agreement"), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and St. Vincent's Special Needs Center, Inc. an institution organized and existing under the laws of the State of Connecticut and having its principal place of business at 95 Merritt Blvd, Trumbull, Connecticut 06611, ("the "School").

WHEREAS, the City has identified the students or students listed on **Attachment A** (individually or collectively "Student") as requiring special education within the meaning of Section 10-76 of the Connecticut General Statutes ("CGS") and the Individuals with Disabilities Education Act ("IDEA") and must therefore, pursuant to CGS §10-76a et seq., as amended, provide such Student with special education as provided therein; and

WHEREAS, in the opinion of the City, the educational needs of the Student cannot be met with public school arrangements; and

WHEREAS, the School is willing to provide a special education program to the Student which shall include instruction in accordance with the Student's Individualized Education Program ("IEP") which IEP is incorporated by reference as if fully set forth herein, for the duration of the Agreement or until such time as the Student is no longer appropriately educated at the School, whichever comes first; and

WHEREAS, the School is a private or public educational institution and, in the opinion of the City, can provide the necessary educational programs and related services for the Student and thereby can meet the educational needs of the Student and implement the Student's IEP; and

WHEREAS, the School has been approved as a special education facility by the State of Connecticut Department of Education, or has been approved by the State of Connecticut Department of Developmental Services (DSS) to provide transition services to students between the ages of 18 and 21 years, as applicable, and evidence of such approval shall be furnished to the City upon request; and

WHEREAS, all relevant teachers and other employees of the School possess appropriate certificates or licenses in the State where the School is located in order to implement the IEP, and evidence of appropriate certification or licensure of staff shall be furnished to the City upon request; and

WHEREAS, the School shall provide special education and related services in accordance with the requirements of CGS §§ 10-76a et seq. and IDEA, and their respective regulations, as amended.

NOW THEREFORE, the School and the City, for the consideration and mutual promises contained herein, agree as follows:

1. Scope of Services.

1.1. The School shall provide to the Student a special education program, including instruction and related services (“Services”) in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act (“I.D.E.A.”), and their respective regulations, and the Student’s IEP. The Student’s IEP contains a description of the Services the Student is to receive, a statement of goals and objectives relating to the Student, and an estimated time schedule for returning the Student to the community or transferring the Student to another appropriate facility.

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2020 and terminating on June 30, 2023, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to the School at least sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City’s prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Tuition.

3.1. The City shall pay the School an amount up to One Million Eighteen Thousand Four Hundred Twenty Two Dollars and 22 cents (\$1,018,422.22) for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A**. **Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student’s tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor’s adhering to the City of Waterbury Board of Education’s attendance policy with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no

event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The School agrees to make available to the City at all times, and to send to the City in a regular basis (at least quarterly), all reports concerning the Student's programs and progress including, but not limited to, the present level of educational, social and emotional level of functioning of the Student, such reporting to include data on measurable outcomes provided in numeric/quantitative, narrative/ qualitative, and graphic form as specified by the City. The School shall also provide to the City any professional, diagnostic, and evaluation reports including, but not limited to, psychological and/or psychiatric, medical or educational evaluations which are conducted by the School, or by third parties, as soon as they are available to the School.

4.2. The School shall furnish to the City, on a monthly basis, an accounting of all Services provided to the Student in accordance with the IEP (including service logs), organized by provider and the School hereby authorizes the City to review and reconcile such reports to the Services to be provided pursuant to this Agreement. The reports shall include the dates on which the Student was in actual School attendance along with documentation of the specific Services and frequency of Services rendered to the Student. The reports shall accompany the City of Waterbury voucher and the School's billing. Payment shall be based upon the actual number of days in which the Student is enrolled and participating in an educational program.

4.3. The School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the Student's parent or guardian.

The School shall provide the City with monthly t under this Agreement. Said reports may be reviewed by the City and reconciled to the Services to be provided under this Agreement Student attendance

5. Medicaid Documentation.

5.1. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required

documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the Contractor pursuant to this Agreement.

6. Responsibilities of the School.

6.1. The School agrees to implement the IEP and to provide to the Student all services as set forth in the IEP. The School further agrees to contribute to the development of the Student's IEP on at least an annual basis or at such times as required by the City through properly constituted Planning and Placement Team ("PPT") meetings, so long as the Student is enrolled at the School or otherwise as required by the City in order to effect an appropriate transition by the Student to an alternative program. The School agrees to send a representative to such PPTs as are held by the City for the Student at the School's own cost and expense. In the event that the Student is the subject of a due process hearing or subsequent court proceedings requiring testimony by staff at the School, the School agrees to make its personnel available without charge for such testimony at the request of the City.

6.2. All planning regarding the Student's educational program and related services will take place in the context of a duly constituted PPT meeting. In no event shall the School conduct any meetings regarding the Student's educational program and related services without a representative of the City present. PPT meetings may be held via a telephone conference or a video conference platform such as Google meet or Zoom, as required by the City.

6.3. The City shall provide the School with a login id and password in order to access Power School SPED, the electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the following pages of the IEP and update as required:

6.3.1. Pages 4 and 5, Present level of performance

6.3.2. Page 6 (when appropriate) Transition Planning

6.3.3. Page 7 Goals and objectives

6.3.4. .Page 8 Program Accommodations

The School shall insure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those providers who provide services to the Student and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide to the City a list of providers identified by them as requiring electronic access to the Student's IEP and their respective positions prior to access being given.

6.4. The School shall adhere to the City Board of Education's policy regarding student attendance and shall immediately notify the City regarding the Student's attendance or

lack thereof pursuant to said policy. The School hereby acknowledges receipt of said policy and represents that it has familiarized itself with all aspects of said policy.

6.5. The School shall immediately notify the Student's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the Student.

7. Additional Students.

7.1. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional Students in the School and acknowledged by the School that services will be provided to such Students in accordance with each student's IEP and in accordance with the Agreement as amended.

8. Observation of Student.

8.1. The School hereby grants permission to the City's Superintendent of Education or her designees to visit and observe the Student in the School and at the School's facilities and to have conferences with the teachers and service providers who are working with the Student at reasonable times during school hours. The Superintendent/designees shall be permitted to observe the Student in authentic settings, defined as those where the Student would generally be found receiving services on a typical school day, with typical levels of staffing and in the general student population. Contrived observations by the school in which the School in which the Student is placed in a separate setting for purposes of the Superintendent/designee's observation are not permitted.

9. Confidentiality/FERPA.

9.1. School shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. The School shall further ensure that its employees, agents, or anyone performing work on its behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

9.2. Any and all materials contained in City of Waterbury student files that are entrusted to School or gathered by the School in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the School shall be used solely for the purposes of providing services under this Agreement.

9.3. The School acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury

students as defined in and governed by Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) The School and City shall comply with the requirements of said statute and regulations, as amended from time to time and the School agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student’s parent or guardian, as required by FERPA, the School has no authority to make disclosures of any information from education records.

10. Criminal Background Check and DCF Registry Check.

10.1 The School shall ensure, and represents to the City, that any person who will have direct contact with the Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The School shall further ensure, and represents to the City that any person who will have direct contact with the Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The School shall not permit any person with a disqualifying criminal history to have direct contact with the Student.

11. Representation Regarding Qualifications.

11.1. In the event that the School is no longer approved by the appropriate State agency for the purpose of providing special education services to students with disabilities, or it is determined that the employees of the School do not have the appropriate certification or licenses, the City reserves the right to terminate the Agreement.

11.2. The School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes applicable to this Agreement and agrees to adhere to each and every condition as it applies.

11.3. The School represents that all persons working with the Student shall have the appropriate level of licensure or certification required by State law, and in accordance with the specifications of the Student’s IEP... and the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. The School shall make such licenses and certifications as well as resumes available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

11.3.1. Representations regarding Personnel. The School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in advance by the City in writing.

12. Indemnification.

12.1. The School shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of, related to or resulting from the delivery of the services pursuant to this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the School, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the School's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

12.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 10.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

12.3. The School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

13. The School's Liability Insurance.

13.1. The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most

current A.M. Best Company ratings. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

13.2. At no additional cost to the City, the School shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the School's obligation under this Agreement, whether such obligations are the School's or a subcontractor or person or entity directly or indirectly employed by the School or a subcontractor or anyone for whose acts the School or subcontractor may be liable.

13.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

13.3.1. Comprehensive General Liability Insurance. Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

13.3.2. Commercial Auto Liability Insurance. Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

13.3.3. Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):
\$500,000 EL Each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

13.3.4. Professional Liability/Errors and Omissions. Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

13.3.5. Excess/Umbrella Liability Insurance: Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

13.3.6. Abuse & Molestation Liability. Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

13.3.7. Certificates of Insurance. The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. The School shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, the School shall deliver to the City a copy of its insurance policies and endorsements and riders.

13.3.8. Failure to Maintain Insurance. In the event the School fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the School's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

13.3.9. Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

14. Discriminatory Practices.

14.1. The School agrees that it maintains a policy of non-discrimination with regard to the hiring of employees and the enrollment of students. In performing this Agreement, the School shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, gender identity, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment and enrollment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. The School agrees to comply with all all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

15. Termination of Placement.

15.1. If for any reason the School determines that a Student for any reason is not appropriate for the School, has violated the School's standards of conduct, or is to be terminated, the School shall give the City written notice of such determination and a PPT shall be convened in which the appropriate members of the team shall participate. The School's team members shall assist the PPT in planning the appropriate transition of the Student to the Student's next placement as appropriate. In no event shall the School discharge the Student or refuse to allow the Student to continue to attend the School without the agreement of the PPT and/or the determination that another placement has been determined for the Student,.

16. Termination of Agreement.

16.1. Termination of Agreement for Cause. If, through any cause, the School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by the School under this Agreement shall, at the option of the City, become its property.

16.2. Notwithstanding the above, the School shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the School, and the City may withhold any payments to the School for the purpose of setoff until such time as the exact amount of damages due the City from the School is determined.

16.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to the School. If this Agreement is terminated by the City as provided herein, the School will be paid an amount for the services actually performed and provided for under this Agreement.

16.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay The School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

16.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

16.5.1. Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the School.

16.5.2. No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate the School for any lost or expected future profits.

17. Disposition of Records.

17.1. To the extent that confidential records concerning the Student are created or maintained by the School as a result of the services provided to the Student pursuant to this Agreement, such records shall be the property of the City and shall be returned or provided to the City upon request or upon the Student's discharge from the School, whichever comes first. The School shall not further disclose the Student's records without appropriate parental consent. No records of the Student shall be destroyed without the express written consent of the City, following appropriate notification procedures under state and federal law. All employees and agents of the School will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA) and state laws concerning maintenance and disclosure of confidential student records and information and the School shall comply with FERPA in all respects.

18. Debarment.

18.1. The School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

19. Subcontracting.

19.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the School's services.

19.2. The School shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the School.

20. Assignability.

20.1. The School shall not assign this Agreement or any interest in this Agreement.

21. Audit.

21.1. The City reserves the right to audit the School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, the School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

22. Interest of City Officials.

22.1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

23. Prohibition against Gratuities and Kickbacks.

23.1. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

23.2. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the School or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

23.3. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

23.4. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

23.5. The School, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor order and ultimately borne by the City and will be

recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

24. Prohibition Against Contingency Fees.

24.1. The School hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

25. City of Waterbury's Ethics Code Ordinance.

25.1 The School hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

26. Entire Agreement.

26.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties and attached to this Agreement. .

27. Independent School Relationship.

27.1. The relationship between the City and the School is that of client and independent contractor. No agent, employee, or servant of the School shall be deemed to be an employee, agent or servant of the City. The School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

28. Severability.

28.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

29. Survival.

29.1. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement.

30. Disputes; Legal Proceedings and Continued Performance.

30.1. Notwithstanding any such claim, dispute or legal action, the School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

31. Binding Agreement.

31.1. The City and the School each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

32. Waiver.

32.1. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

33. Governing Laws.

33.1. This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

34. Notice.

34.1. Except as otherwise specifically stated in this Agreement, whenever, under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the School or the City, and delivered in hand or sent by mail, postage prepaid, or by email, to the party to whom it is directed, which until changed by written notice, is/are as follows:

City: Director of Pupil Services
Waterbury Public Schools
236 Grand St., Room 250, Waterbury, CT 06702
Email: kgabrielson@waterbury.k12.ct.us
School: St. Vincent's Special Needs Center, Inc.
95 Merritt Blvd.
Trumbull, Connecticut 06611

Email: _____

(Signature page follows.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O’Leary
Mayor, City of Waterbury, Duly authorized

Print name

Date: _____

WITNESSES:

**ST. VINCENT’S SPECIAL NEEDS
CENTER, INC.**

Print name

By: _____
_____, Duly authorized

Print name

Date: _____

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\St. Vincent's
Special Need Center, Inc. FY 20-21 - CRT20-167\Drafts\draft1 stv 6.17.20.doc



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

June 26, 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
Fairfield University

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that you approve a contract between the City of Waterbury and Fairfield University to enable school counseling students from the Graduate School of Education to intern in the Waterbury Public Schools. This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding.

There is no cost associated with the contract which covers a three-year period from September 1, 2020 through June 30, 2023 during which time Fairfield University can send school counseling graduate student interns to Waterbury Public Schools as the parties agree are appropriate.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

The contract enables the District to obtain school counseling graduate school interns while providing the interns with valuable and necessary experiences required for their degrees. The District has had interns from other universities for school counseling interns. A tax clearance is being obtained.

I appreciate your consideration in this important matter.

Sincerely,

Katharine Gabrielson

Enc. Agreement with Fairfield University

STUDENT INTERN AFFILIATION AGREEMENT
for
School Counseling Student Internships
between
The City of Waterbury, Connecticut
And
Fairfield University

THIS AGREEMENT, effective on the date signed by University, is by and between the City of Waterbury, with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Fairfield University, having a principal place of business in Fairfield, Connecticut (the "University" or "Fairfield U")

WHEREAS, FAIRFIELD U is a private university and maintains a Graduate School of Education and Allied Professions, located at 3 Canisius Hall, Room 102, Fairfield University, 1073 North Benson Road, Fairfield, Connecticut 06824; and

WHEREAS, FAIRFIELD U desires to establish School Counseling internships with the City to assist in the training of students enrolled in its Masters of Science Education Program; and

WHEREAS, the City desires to assist in the training of such students by hosting them as School Counseling Student Interns in the City's school system.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Term.** The term of this Agreement shall commence on September 1, 2020, and terminate on June 30, 2023 or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for five (5) successive one-year terms by the mutual written agreement of the parties.

2. **Compensation.** Neither FAIRFIELD U nor the City shall be responsible to compensate the other party, or the Interns for services rendered under this Agreement. The parties further agree and understand neither the Interns nor the Faculty Advisor/Internship Supervisor is an employee of the City of Waterbury, but rather that the Interns are participating in an internship in the Waterbury Public Schools for the purpose of obtaining experience in furtherance of their education. The Interns and the parties therefore agree that neither the Interns nor any FAIRFIELD U faculty member shall be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers' Compensation coverage, health benefits, etc.

3. **Responsibilities of FAIRFIELD U.**

3.1. FAIRFIELD U's Clinical Coordinator or her designee, not later than August 1st of each year, shall notify the City of the number of School Counseling Student Interns ("Intern" or "Interns") available to be hosted by the City during the coming school year,

and the City shall give notice as promptly as is practicable of the number of such Interns it agrees to host during that school year.

3.2. FAIRFIELD U shall certify for participation in the School Counseling internship only those qualified graduate students enrolled in the Fairfield University's Graduate School of Education and Allied Professions School Counselor Education Internship Program who have received a baccalaureate degree.

3.3. Prior to placement at an internship site (the "Internship Site"), FAIRFIELD U shall arrange for the potential Interns to be interviewed by the Principal, Vice-principal, or other designated representative of the Internship Site. Interns shall be approved by the Principal of the intended Internship Site. Only those students of FAIRFIELD U who have been interviewed and accepted by the school representative at the Internship Site shall be permitted to intern at the site. The FAIRFIELD U Clinical Coordinator shall secure placement with District Internship Sites.

3.4. FAIRFIELD U shall designate a Clinical Coordinator (the "Clinical Coordinator") to facilitate administration of the internship. Interns will be assigned to each Internship Site in consultation with the Faculty Supervisor. The Clinical Coordinator shall visit each Internship Site twice per session and as requested by the City. The Faculty Supervisor shall be solely responsible for evaluating and grading the performance of the Interns. The Faculty Supervisor may consult with school personnel with regard to the performance and evaluation of the Interns.

3.5 FAIRFIELD U shall assign a Clinical Coordinator who shall be the primary support resource for the Site Supervisor and the FAIRFIELD U Faculty Supervisor.

3.6. FAIRFIELD U shall advise its Interns that they shall be required to follow the Graduate School of Education and Allied Professions Clinical Handbook during the Interns' involvement in the internship program (the "Program"). A copy of the Handbook shall be provided to the City prior to commencement of this agreement.

3.6. FAIRFIELD U will instruct its Interns to comply with all applicable rules and regulations of the City. Upon the City's request, FAIRFIELD U shall withdraw from the internship any Intern who fails to comply with applicable City rules and regulations.

3.7. FAIRFIELD U shall withdraw an Interns from the internship with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Intern's continued participation in the internship is detrimental to the Interns and/or any employee of the City or student in the City's school system.

3.8. FAIRFIELD U shall advise its Interns that they will be expected to report to their designated internship sites as per their agreed upon schedules.

3.9. FAIRFIELD U shall be responsible for the planning, implementation and execution of all aspects of the Intern's educational program, including clinical or other

fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. FAIRFIELD U shall provide Faculty for the purpose of tracking Intern progress and for consultation with the City, as necessary. The Faculty shall be solely responsible for assigning final course grades to the Interns.

3.11. FAIRFIELD U will instruct Interns, Faculty and FAIRFIELD U personnel not to disclose any confidential material or information connected with the City or any of its students as set forth herein.

3.12. FAIRFIELD U will convey to the City' personnel information about the philosophy and objectives of the Program.

3.13. The Faculty Supervisor shall visit the Internship Site as necessary to observe the Interns delivering a developmental guidance lesson.

3.14. The Faculty Supervisor shall be available to the Site Supervisor should any supervision difficulties arise and to meet with Site Supervisors as necessary.

4. Responsibilities of the City

4.1. During the term of this Agreement, the City will host in its school system School Counseling Student Interns who are enrolled in FAIRFIELD U's Graduate School of Education and Allied Professions School Counselor Intern Program and who have received a baccalaureate degree and are qualified to act as School Counseling Student Interns in the City's school system performing functions as described below

4.2. The City shall provide the FAIRFIELD U Faculty Supervisor and Interns relevant information, including policies, procedures, and rules with which the Interns must comply.

4.3. The City will notify FAIRFIELD U's Clinical Coordinator or her designee, whenever the Interns do not timely report to the designated Internship Site.

4.4. The City may, in its exclusive discretion, require that the Interns execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

4.5. The City shall provide suitable space for conferences connected with the Interns clinical or fieldwork instruction..

4.6. The City shall provide a Site Supervisor who shall be responsible for planning and implementing individual Student Assignments in accordance with criteria developed by and provided to the City by the University.

4.7 The City shall have a qualified Site Supervisor in whose area the Interns shall complete their internship.

4.8. The City shall provide orientation for Faculty regarding relevant City information, including policies, procedures, and rules with which Faculty and Interns must comply. FAIRFIELD U shall provide such orientation to the Interns.

4.9. The Site Supervisor shall provide the Faculty Supervisor with an evaluation of the Intern's overall performance and professionalism during the internship.

5. Responsibilities of the Interns.

FAIRFIELD U shall ensure that the Interns:

5.1. Execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

5.2. Each Intern shall be expected to report to their designated Internship Sites as per their agreed upon schedules.

5.3. Each Intern shall comply with all applicable rules and regulations of the City.

5.4. Each Intern shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records as outlined herein.

6. Criminal Background Check. and DCF Registry Check. The University shall provide to each proposed Intern an authorization in the form attached as Schedule C requesting and authorizing the RESC to release the results of the Intern's state and national criminal history records checks to the City's Board of Education. The University will instruct the proposed Interns to go to the RESC for fingerprinting and to present and execute the authorization to the RESC at the time of fingerprinting.

6..1. The University shall ensure, and represents to the City, that any Interns who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any 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 University shall not permit any person with a disqualifying criminal history to have direct contact with a student.

6.2. The City shall confirm that, in accordance with C.G.S. Section 10-221d, the proposed Interns have submitted to fingerprinting and state and national criminal history checks within 30 days of commencing his/her internship. Should the results of any criminal history check for any Intern be unsatisfactory, then upon receipt of notice of this from the RESC, the City shall terminate the internship of such Intern and notify the University's Clinical Field Experience Specialist or his or her designee, of such termination.

6.3. The proposed Intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

6.4. The provisions of this Section 6 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

7. Student Education Records. The parties acknowledge that in the course of providing/hosting the Interns pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). FAIRFIELD U and Interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties have no authority to make any other disclosures of any information from education records. FAIRFIELD U shall instruct its Interns on their obligations to comply with FERPA.

8. Student Data Privacy.

8.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Interns.

8.2 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 Interns except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the University or the Interns. 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 Interns within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted.

The confirmation shall contain a written assurance from the University and/or the Interns that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

8.3 Neither the University nor the Interns shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

8.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the University or the Interns receive a request to review Student Data in the University's or the Interns' possession directly from a student, parent, or guardian, the University and the Interns agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Interns 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 University or the Interns, and correct any erroneous information therein.

8.5 The University and the Interns shall take actions designed to ensure the security and confidentiality of student data.

8.6 The University and the Interns will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

Upon discovery by the University or the Interns of a breach of Student Data, the University shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; names of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

8.7 Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Interns at the expiration of his or her internship term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student-generated content.

8.8 The University, Interns and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

8.9 The University and the Interns acknowledge and agree to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

8.10 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.

9. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

9.1 Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

10. Use of City Property. The Internship Supervisor and/or Interns shall have access to such areas of City property as the City and the Internship Supervisor agree are necessary for the performance of the Internship Supervisor's and/or Interns' functions pursuant to this Agreement and at such times as the City and the Internship Supervisor may mutually agree.

11. Insurance.

11.1. FAIRFIELD U shall offer health insurance to the students to be considered potential Interns, and advise the potential Intern that unless he or she has health insurance satisfactory to the City, either provided through FAIRFIELD U or through other means,

the he or she may not be eligible to participate in the intern program. With the consent of the student, the FAIRFIELD U shall provide the student's health insurance information when submitting the potential Intern for review by the City.

11.2. FAIRFIELD U or Interns shall not commence work under this Contract until all insurance required under this Section 12 has been obtained by FAIRFIELD U or Interns and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.3. At no additional cost to the City, FAIRFIELD U or Interns 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 FAIRFIELD U's and/or Interns' obligations under this Contract, whether such obligations are the FAIRFIELD U's or Interns' or person or entity directly or indirectly employed by said FAIRFIELD U or Interns, or by any person or entity for whose acts said FAIRFIELD U or Interns or subcontractor may be liable.

11.4. Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.5. The following policies with stated limits shall be maintained by FAIRFIELD U or the Interns as indicated below, in full force and effect, at all times during which the services are to be performed by FAIRFIELD U or Interns:

11.5.1 General Liability Insurance: \$1,000,000.00 each Occurrence,
\$2,000,000.00 General Aggregate, \$2,000,000.00 Products/Completed Operations
Aggregate

FAIRFIELD U shall provide General Liability Insurance providing coverage to protect the City for all damages arising out of bodily injuries, property damage or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.5.2 Auto Liability: \$1,000,000.00 Combined Single Limit each Accident, Any
Auto, All Owned and Hired Autos

FAIRFIELD U shall provide Auto Liability Insurance providing coverage to the FAIRFIELD U, the City or Interns on any Auto and all Owned and Hired Autos.

11.5.3 Workers Compensation: Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000.00 EL Each Accident, \$500,000.00 EL Disease Each Employee; \$500,000.00 EL Disease Policy Limit.

FAIRFIELD U shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to FAIRFIELD U, the City and the Interns.

11.5.4 Excess/Umbrella Liability: \$1,000,000.00 each Occurrence and \$1,000,000.00 Aggregate: FAIRFIELD U shall provide Excess/Umbrella Liability Insurance providing coverage to FAIRFIELD U, the City or Interns.

11.5.5 Professional Liability Insurance: \$1,000,000.00 each Wrongful Act, \$1,000,000.00 Aggregate

FAIRFIELD U shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to FAIRFIELD U, the City or Interns, as it relates to Educational Services provided to City of Waterbury Board of Education.

11.5.6 Sexual Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate (applicable to Contractors working directly with Youth /Minors)

FAIRFIELD U shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving Intern(s) within the program.

11.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if FAIRFIELD U or the Interns fail to maintain the minimum required coverage as set forth herein.

11.7. Cancellation: The City of Waterbury shall receive written notice of cancellation from FAIRFIELD U or Interns at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.8. Certificates of Insurance: FAIRFIELD U or Interns' General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under FAIRFIELD U or Interns' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time FAIRFIELD U or Interns execute this Contract, it shall furnish to the City, subject to City approval, certificates of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its' Board of Education are listed as additional insureds on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability." FAIRFIELD U or Interns must

supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

11.9. No later than thirty (30) calendar days after FAIRFIELD U or Interns' receipt, FAIRFIELD U or Interns shall deliver to the City a copy of FAIRFIELD U's or Interns insurance policies, endorsements, and riders.

12. Indemnification. FAIRFIELD U agrees to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the College's/University's and the Interns' obligations under this Agreement, by the negligent acts, errors or omissions of FAIRFIELD U, the Interns or anyone for whom the College is legally responsible.

13. Termination.

13.1. Termination Either party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other party.

13.2. Termination for Non-Appropriation or Lack of Funding. FAIRFIELD U 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. FAIRFIELD U therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3. Termination for Cause. If, through any cause, in part or in full, not the fault of FAIRFIELD U, FAIRFIELD U shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if FAIRFIELD U 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 FAIRFIELD U of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by FAIRFIELD U under this Agreement shall, at the option of the City, become its property.

13.3.1 Notwithstanding the above, FAIRFIELD U shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by FAIRFIELD U, and the City may withhold any payments to FAIRFIELD U for the purpose of setoff until such time as the exact amount of damages due the City from FAIRFIELD U is determined.

14. Students and Faculty Not Employees or Agents. FAIRFIELD U and the City acknowledge and agree that neither the Interns nor the Internship Supervisor will be considered employees or agents of the City, and that the relationship between the City and the student interns, the Internship Supervisor and the City is that of an independent contractor. FAIRFIELD U, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

15. Accommodations for Persons with Disabilities. In the event that an Intern requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that FAIRFIELD U determines that such accommodations should be provided, FAIRFIELD U shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

16. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or FAIRFIELD U at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To Fairfield U: Graduate School of Education and Allied Professions,
3 Canisius Hall, Room 102
Fairfield University
1073 North Benson Road
Fairfield, Connecticut 06824

With a copy to:

To the City: City of Waterbury
c/o Department of Education
Chief Operating Officer
236 Grand Street
Waterbury, CT 06702.

17. Contract Assignment: No right or duty, in whole or in part, of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.

18. Discriminatory Practices. In performing this Agreement, FAIRFIELD U shall not discriminate against any Interns or applicant for internship, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This

covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

18.1. 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.

19. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

20. Prohibition against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

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 provisions 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.

24. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by FAIRFIELD U. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

25. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

25.1. 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.

25.2. 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.

25.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or Interns or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

25.4. 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.

25.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or Interns or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

25.6. 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 26.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 26.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

25.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 26.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

25.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 25.1-25.7.

25.9. FAIRFIELD U or Interns is/are 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.

25.10. FAIRFIELD U or Interns hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/default.aspx> link titled "The City of Waterbury Code of Ordinances Current to 12/31/2015". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics and Conflicts of Interest".

25.11. FAIRFIELD U or Interns is/are hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

25.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

25.13. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

25.14. Prohibition Against Contingency Fees. FAIRFIELD U or Interns hereby represent that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

25.15. Freedom Of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to FAIRFIELD U or Interns 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 FAIRFIELD U or Interns records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page follows.]

IN WITNESS WHEREOF, the parties hereto execute this agreement on the dates signed below.

WITNESS:

CITY OF WATERBURY

By NOEL M. O'Leary, Mayor

Date _____

WITNESS:

FAIRFIELD UNIVERSITY

Lenny Robert

By Robert Hannifin
President

6/18/2020

Date 6/18/2020

Pam Anderson
6/18/2020

SCHEDULE A

**WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in a School Counseling Student Internship that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, _____, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid internship with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said internship or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the FAIRFIELD U, Graduate School of Education and Allied Professions its Graduate School Counseling Intern Program participating in a School Counseling Student Internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver

Private College/University or College

which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this ____ day of _____, 2020.

WITNESSES:

Print Name:

Print name:

Print Name:

State of Connecticut:

: ss: Waterbury _____, _____, 2020

County of New Haven:

On this _____ day of _____, 202__, before me the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of Superior Court
Notary Public
My Commission Expires:

SCHEDULE B

AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS

I, the undersigned, _____, a graduate student in the School Counseling Intern Program at the Fairfield University Graduate School of Education and Allied Professions, hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

[Printed Name of Student Intern]

Dated: _____

STUDENT INTERN AFFILIATION AGREEMENT
for
School Counseling Student Internships
between
The City of Waterbury, Connecticut
And
Fairfield University

THIS AGREEMENT, effective on the date signed by University, is by and between the City of Waterbury, with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Fairfield University, having a principal place of business in Fairfield, Connecticut (the "University" or "Fairfield U")

WHEREAS, FAIRFIELD U is a private university and maintains a Graduate School of Education and Allied Professions, located at 3 Canisius Hall, Room 102, Fairfield University, 1073 North Benson Road, Fairfield, Connecticut 06824; and

WHEREAS, FAIRFIELD U desires to establish School Counseling internships with the City to assist in the training of students enrolled in its Masters of Science Education Program; and

WHEREAS, the City desires to assist in the training of such students by hosting them as School Counseling Student Interns in the City's school system.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Term.** The term of this Agreement shall commence on September 1, 2020, and terminate on June 30, 2023 or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for five (5) successive one-year terms by the mutual written agreement of the parties.

2. **Compensation.** Neither FAIRFIELD U nor the City shall be responsible to compensate the other party, or the Interns for services rendered under this Agreement. The parties further agree and understand neither the Interns nor the Faculty Advisor/Internship Supervisor is an employee of the City of Waterbury, but rather that the Interns are participating in an internship in the Waterbury Public Schools for the purpose of obtaining experience in furtherance of their education. The Interns and the parties therefore agree that neither the Interns nor any FAIRFIELD U faculty member shall be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers' Compensation coverage, health benefits, etc.

3. **Responsibilities of FAIRFIELD U.**

3.1. FAIRFIELD U's Clinical Coordinator or her designee, not later than August 1st of each year, shall notify the City of the number of School Counseling Student Interns ("Intern" or "Interns") available to be hosted by the City during the coming school year,

and the City shall give notice as promptly as is practicable of the number of such Interns it agrees to host during that school year.

3.2. FAIRFIELD U shall certify for participation in the School Counseling internship only those qualified graduate students enrolled in the Fairfield University's Graduate School of Education and Allied Professions School Counselor Education Internship Program who have received a baccalaureate degree.

3.3. Prior to placement at an internship site (the "Internship Site"), FAIRFIELD U shall arrange for the potential Interns to be interviewed by the Principal, Vice-principal, or other designated representative of the Internship Site. Interns shall be approved by the Principal of the intended Internship Site. Only those students of FAIRFIELD U who have been interviewed and accepted by the school representative at the Internship Site shall be permitted to intern at the site. The FAIRFIELD U Clinical Coordinator shall secure placement with District Internship Sites.

3.4. FAIRFIELD U shall designate a Clinical Coordinator (the "Clinical Coordinator") to facilitate administration of the internship. Interns will be assigned to each Internship Site in consultation with the Faculty Supervisor. The Clinical Coordinator shall visit each Internship Site twice per session and as requested by the City. The Faculty Supervisor shall be solely responsible for evaluating and grading the performance of the Interns. The Faculty Supervisor may consult with school personnel with regard to the performance and evaluation of the Interns.

3.5 FAIRFIELD U shall assign a Clinical Coordinator who shall be the primary support resource for the Site Supervisor and the FAIRFIELD U Faculty Supervisor.

3.6. FAIRFIELD U shall advise its Interns that they shall be required to follow the Graduate School of Education and Allied Professions Clinical Handbook during the Interns' involvement in the internship program (the "Program"). A copy of the Handbook shall be provided to the City prior to commencement of this agreement.

3.6. FAIRFIELD U will instruct its Interns to comply with all applicable rules and regulations of the City. Upon the City's request, FAIRFIELD U shall withdraw from the internship any Intern who fails to comply with applicable City rules and regulations.

3.7. FAIRFIELD U shall withdraw an Interns from the internship with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Intern's continued participation in the internship is detrimental to the Interns and/or any employee of the City or student in the City's school system.

3.8. FAIRFIELD U shall advise its Interns that they will be expected to report to their designated internship sites as per their agreed upon schedules.

3.9. FAIRFIELD U shall be responsible for the planning, implementation and execution of all aspects of the Intern's educational program, including clinical or other

fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. FAIRFIELD U shall provide Faculty for the purpose of tracking Intern progress and for consultation with the City, as necessary. The Faculty shall be solely responsible for assigning final course grades to the Interns.

3.11. FAIRFIELD U will instruct Interns, Faculty and FAIRFIELD U personnel not to disclose any confidential material or information connected with the City or any of its students as set forth herein.

3.12. FAIRFIELD U will convey to the City' personnel information about the philosophy and objectives of the Program.

3.13. The Faculty Supervisor shall visit the Internship Site as necessary to observe the Interns delivering a developmental guidance lesson.

3.14. The Faculty Supervisor shall be available to the Site Supervisor should any supervision difficulties arise and to meet with Site Supervisors as necessary.

4. Responsibilities of the City

4.1. During the term of this Agreement, the City will host in its school system School Counseling Student Interns who are enrolled in FAIRFIELD U's Graduate School of Education and Allied Professions School Counselor Intern Program and who have received a baccalaureate degree and are qualified to act as School Counseling Student Interns in the City's school system performing functions as described below

4.2. The City shall provide the FAIRFIELD U Faculty Supervisor and Interns relevant information, including policies, procedures, and rules with which the Interns must comply.

4.3. The City will notify FAIRFIELD U's Clinical Coordinator or her designee, whenever the Interns do not timely report to the designated Internship Site.

4.4. The City may, in its exclusive discretion, require that the Interns execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

4.5. The City shall provide suitable space for conferences connected with the Interns clinical or fieldwork instruction..

4.6. The City shall provide a Site Supervisor who shall be responsible for planning and implementing individual Student Assignments in accordance with criteria developed by and provided to the City by the University.

4.7 The City shall have a qualified Site Supervisor in whose area the Interns shall complete their internship.

4.8. The City shall provide orientation for Faculty regarding relevant City information, including policies, procedures, and rules with which Faculty and Interns must comply. FAIRFIELD U shall provide such orientation to the Interns.

4.9. The Site Supervisor shall provide the Faculty Supervisor with an evaluation of the Intern's overall performance and professionalism during the internship.

5. Responsibilities of the Interns.

FAIRFIELD U shall ensure that the Interns:

5.1. Execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

5.2. Each Intern shall be expected to report to their designated Internship Sites as per their agreed upon schedules.

5.3. Each Intern shall comply with all applicable rules and regulations of the City.

5.4. Each Intern shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records as outlined herein.

6. Criminal Background Check. and DCF Registry Check. The University shall provide to each proposed Intern an authorization in the form attached as Schedule C requesting and authorizing the RESC to release the results of the Intern's state and national criminal history records checks to the City's Board of Education. The University will instruct the proposed Interns to go to the RESC for fingerprinting and to present and execute the authorization to the RESC at the time of fingerprinting.

6..1. The University shall ensure, and represents to the City, that any Interns who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any 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 University shall not permit any person with a disqualifying criminal history to have direct contact with a student.

6.2. The City shall confirm that, in accordance with C.G.S. Section 10-221d, the proposed Interns have submitted to fingerprinting and state and national criminal history checks within 30 days of commencing his/her internship. Should the results of any criminal history check for any Intern be unsatisfactory, then upon receipt of notice of this from the RESC, the City shall terminate the internship of such Intern and notify the University's Clinical Field Experience Specialist or his or her designee, of such termination.

6.3. The proposed Intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

6.4. The provisions of this Section 6 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

7. Student Education Records. The parties acknowledge that in the course of providing/hosting the Interns pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). FAIRFIELD U and Interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties have no authority to make any other disclosures of any information from education records. FAIRFIELD U shall instruct its Interns on their obligations to comply with FERPA.

8. Student Data Privacy.

8.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Interns.

8.2 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 Interns except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the University or the Interns. 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 Interns within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted.

The confirmation shall contain a written assurance from the University and/or the Interns that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

8.3 Neither the University nor the Interns shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

8.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the University or the Interns receive a request to review Student Data in the University's or the Interns' possession directly from a student, parent, or guardian, the University and the Interns agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Interns 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 University or the Interns, and correct any erroneous information therein.

8.5 The University and the Interns shall take actions designed to ensure the security and confidentiality of student data.

8.6 The University and the Interns will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

Upon discovery by the University or the Interns of a breach of Student Data, the University shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; names of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

8.7 Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Interns at the expiration of his or her internship term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student-generated content.

8.8 The University, Interns and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

8.9 The University and the Interns acknowledge and agree to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

8.10 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.

9. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

9.1 Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

10. Use of City Property. The Internship Supervisor and/or Interns shall have access to such areas of City property as the City and the Internship Supervisor agree are necessary for the performance of the Internship Supervisor's and/or Interns' functions pursuant to this Agreement and at such times as the City and the Internship Supervisor may mutually agree.

11. Insurance.

11.1. FAIRFIELD U shall offer health insurance to the students to be considered potential Interns, and advise the potential Intern that unless he or she has health insurance satisfactory to the City, either provided through FAIRFIELD U or through other means,

the he or she may not be eligible to participate in the intern program. With the consent of the student, the FAIRFIELD U shall provide the student's health insurance information when submitting the potential Intern for review by the City.

11.2. FAIRFIELD U or Interns shall not commence work under this Contract until all insurance required under this Section 12 has been obtained by FAIRFIELD U or Interns and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.3. At no additional cost to the City, FAIRFIELD U or Interns 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 FAIRFIELD U's and/or Interns' obligations under this Contract, whether such obligations are the FAIRFIELD U's or Interns' or person or entity directly or indirectly employed by said FAIRFIELD U or Interns, or by any person or entity for whose acts said FAIRFIELD U or Interns or subcontractor may be liable.

11.4. Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.5. The following policies with stated limits shall be maintained by FAIRFIELD U or the Interns as indicated below, in full force and effect, at all times during which the services are to be performed by FAIRFIELD U or Interns:

11.5.1 General Liability Insurance: \$1,000,000.00 each Occurrence,
\$2,000,000.00 General Aggregate, \$2,000,000.00 Products/Completed Operations
Aggregate

FAIRFIELD U shall provide General Liability Insurance providing coverage to protect the City for all damages arising out of bodily injuries, property damage or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.5.2 Auto Liability: \$1,000,000.00 Combined Single Limit each Accident, Any
Auto, All Owned and Hired Autos

FAIRFIELD U shall provide Auto Liability Insurance providing coverage to the FAIRFIELD U, the City or Interns on any Auto and all Owned and Hired Autos.

11.5.3 Workers Compensation: Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000.00 EL Each Accident, \$500,000.00 EL Disease Each Employee; \$500,000.00 EL Disease Policy Limit.

FAIRFIELD U shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to FAIRFIELD U, the City and the Interns.

11.5.4 Excess/Umbrella Liability: \$1,000,000.00 each Occurrence and \$1,000,000.00 Aggregate: FAIRFIELD U shall provide Excess/Umbrella Liability Insurance providing coverage to FAIRFIELD U, the City or Interns.

11.5.5 Professional Liability Insurance: \$1,000,000.00 each Wrongful Act, \$1,000,000.00 Aggregate

FAIRFIELD U shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to FAIRFIELD U, the City or Interns, as it relates to Educational Services provided to City of Waterbury Board of Education.

11.5.6 Sexual Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate (applicable to Contractors working directly with Youth /Minors)

FAIRFIELD U shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving Intern(s) within the program.

11.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if FAIRFIELD U or the Interns fail to maintain the minimum required coverage as set forth herein.

11.7. Cancellation: The City of Waterbury shall receive written notice of cancellation from FAIRFIELD U or Interns at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.8. Certificates of Insurance: FAIRFIELD U or Interns' General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under FAIRFIELD U or Interns' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time FAIRFIELD U or Interns execute this Contract, it shall furnish to the City, subject to City approval, certificates of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its' Board of Education are listed as additional insureds on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability." FAIRFIELD U or Interns must

supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

11.9. No later than thirty (30) calendar days after FAIRFIELD U or Interns' receipt, FAIRFIELD U or Interns shall deliver to the City a copy of FAIRFIELD U's or Interns insurance policies, endorsements, and riders.

12. Indemnification. FAIRFIELD U agrees to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the College's/University's and the Interns' obligations under this Agreement, by the negligent acts, errors or omissions of FAIRFIELD U, the Interns or anyone for whom the College is legally responsible.

13. Termination.

13.1. Termination Either party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other party.

13.2. Termination for Non-Appropriation or Lack of Funding. FAIRFIELD U 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. FAIRFIELD U therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3. Termination for Cause. If, through any cause, in part or in full, not the fault of FAIRFIELD U, FAIRFIELD U shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if FAIRFIELD U 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 FAIRFIELD U of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by FAIRFIELD U under this Agreement shall, at the option of the City, become its property.

13.3.1 Notwithstanding the above, FAIRFIELD U shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by FAIRFIELD U, and the City may withhold any payments to FAIRFIELD U for the purpose of setoff until such time as the exact amount of damages due the City from FAIRFIELD U is determined.

14. Students and Faculty Not Employees or Agents. FAIRFIELD U and the City acknowledge and agree that neither the Interns nor the Internship Supervisor will be considered employees or agents of the City, and that the relationship between the City and the student interns, the Internship Supervisor and the City is that of an independent contractor. FAIRFIELD U, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

15. Accommodations for Persons with Disabilities. In the event that an Intern requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that FAIRFIELD U determines that such accommodations should be provided, FAIRFIELD U shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

16. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or FAIRFIELD U at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To Fairfield U: Graduate School of Education and Allied Professions,
3 Canisius Hall, Room 102
Fairfield University
1073 North Benson Road
Fairfield, Connecticut 06824

With a copy to:

To the City: City of Waterbury
c/o Department of Education
Chief Operating Officer
236 Grand Street
Waterbury, CT 06702.

17. Contract Assignment: No right or duty, in whole or in part, of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.

18. Discriminatory Practices. In performing this Agreement, FAIRFIELD U shall not discriminate against any Interns or applicant for internship, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This

covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

18.1. 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.

19. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

20. Prohibition against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

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 provisions 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.

24. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by FAIRFIELD U. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

25. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

25.1. 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.

25.2. 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.

25.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or Interns or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

25.4. 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.

25.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or Interns or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

25.6. 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 26.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 26.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

25.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 26.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

25.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 25.1-25.7.

25.9. FAIRFIELD U or Interns is/are 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.

25.10. FAIRFIELD U or Interns hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/default.aspx> link titled "The City of Waterbury Code of Ordinances Current to 12/31/2015". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics and Conflicts of Interest".

25.11. FAIRFIELD U or Interns is/are hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

25.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

25.13. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

25.14. Prohibition Against Contingency Fees. FAIRFIELD U or Interns hereby represent that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

25.15. Freedom Of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to FAIRFIELD U or Interns 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 FAIRFIELD U or Interns records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page follows.]

IN WITNESS WHEREOF, the parties hereto execute this agreement on the dates signed below.

WITNESS:

CITY OF WATERBURY

By Norm O'Leary, Mayor

Date _____

WITNESS:

FAIRFIELD UNIVERSITY

Lenny Robert

By Robert Hannifin
President

6/18/2020

Date 6/18/2020

Pam Anderson
6/18/2020

SCHEDULE A

**WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in a School Counseling Student Internship that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, _____, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid internship with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said internship or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the FAIRFIELD U, Graduate School of Education and Allied Professions its Graduate School Counseling Intern Program participating in a School Counseling Student Internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver

Private College/University or College

which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this ____ day of _____, 2020.

WITNESSES:

Print Name:

Print name:

Print Name:

State of Connecticut:

: ss: Waterbury _____, _____, 2020

County of New Haven:

On this _____ day of _____, 202__, before me the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of Superior Court
Notary Public
My Commission Expires:

SCHEDULE B

AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS

I, the undersigned, _____, a graduate student in the School Counseling Intern Program at the Fairfield University Graduate School of Education and Allied Professions, hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

[Printed Name of Student Intern]

Dated: _____

BOARD OF EDUCATION

Waterbury, Connecticut

July 16, 2020

To the Board of Education

Ladies and Gentlemen:

With the approval of the Committee on Finance, the Superintendent recommends the following transfer for fiscal year **2019/2020**:

Accounting Unit	Account	Description	From Amount	To Amount
85010001	511102	Wallace - Teachers	\$1,675,560.00	
88510002	511108	Special Ed - School Psychologists	\$250,000.00	
88510002	511109	Special Ed - Social Workers	\$200,000.00	
88510002	511110	Special Ed - Speech Pathologists	\$190,000.00	
88031006	511225	School Maintenance - Non Certified	\$290,000.00	
88031006	511226	Custodians - Non Certified	\$420,000.00	
89010508	511220	Fiscal Services - Fiscal Admin	\$150,000.00	
88510001	511223	Special Ed - ABA Therapists	\$200,000.00	
86210001	511219	Crosby - School Clerical	\$45,000.00	
86410001	511219	Kennedy - School Clerical	\$55,067.00	
88031006	591002	Plant Maintenance - Sinking Fund		\$3,475,627.00
To transfer funds from attrition savings and surplus accounts into Sinking Fund.				
TOTAL:			\$3,475,627.00	\$3,475,627.00

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, July 2, 2020
BOARD MEETING: Thursday, July 16, 2020

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
Linda Richard, RN,BSN Health Service Instructor	Waterbury Career Academy rms. 418, 422, 426 July 20 th , 21 st , 22 nd 8:30 am to 4:00 pm (CNA testing) (9 students)

Approved

Jason Van Stone

Dr. Verna D. Ruffin
Superintendent of Schools

SCHOOL PERSONNEL USE ONLY

DATE: 6-25-20

TO: SCHOOL BUSINESS OFFICE

FROM: Linda Richard, RN, BSN
Wtby. Career Academy

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Career Academy

☐

AUDITORIUM

☐

GYMNASIUM

☐

SWIMMING POOL

☐

CAFE/ROOMS

418

422 + 426

DATES REQUESTED: July 20, 21, 22

FROM 8³⁰ am/pm TO 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

CNA Testing

(9 STUDENTS)

LR
APPLICANT

SM

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at police and fire headquarters.