

# *Board of Education*

## REGULAR MEETING

Thursday, October 17, 2019 – 6:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, CT

## A G E N D A

### **1. *Silent Prayer***

### **2. *Pledge of Allegiance to the Flag***

### **3. *Roll Call***

### **4. *Communications***

- a. Copy of communication dated September 12, 2019 from Civil Service to Joshua Mediavilla regarding his transfer to Kingsbury School.
- b. Copy of communication dated September 16, 2019 from Civil Service to Mandie Dreher regarding her acceptance of the position of Food Service Worker.
- c. Copy of communication dated September 16, 2019 from Civil Service certifying Omaris Colon-Camacho for the position of Paraprofessional.
- d. Copy of communication dated September 18, 2019 from Civil Service certifying Angela Ciochetti for the position of Human Resources Assistant.
- e. Copy of communications dated September 20, 2019 from Civil Service certifying William Masone and Scott Burksa for the position of Maintainer I.
- f. Copy of communications dated September 25, 2019 from Civil Service certifying Paula Rose-Martin and Rachel Lamb for the position of Paraprofessional.
- g. Copy of communications dated September 30, 2019 from Civil Service certifying Anthony Anzalone, Deshayla James, Tamalee Stewart-Blake, and Besmira Gjollefor.
- h. Copy of communication dated September 30, 2015 to Larissa Espinosa Acevedo regarding her acceptance of the position of Lunchroom Aide.
- i. Email communication dated October 4, 2019 from CABA regarding Policy Highlights.
- j. Copy of communication dated October 4, 2019 from Civil Service certifying Angel Velez, Matthew Myers, and Raquel Vanasse for the position of Maintainer I.
- k. Copy of communication dated October 8, 2019 from Civil Service certifying Dan LaRiviere for the position of Maintainer I.
- l. Copy of communications dated October 10, 2019 from Civil Service certifying Sujata Wycoff for the position of Director of Communication and Andrew Jamele for the position of Maintainer I.

### **5. *Approval of Minutes:*** May 30, 2019 Special Meeting, June 4, 2019 Special Meeting, June 6, 2019 Workshop, June 20, 2019 Regular Meeting, July 16, 2019 Workshop, July 16, 2019 Rescheduled Regular Meeting, July 24, 2019 Special Workshop, August 1, 2019 Workshop, August 1, 2019 Special Meeting, August 22, 2019 Regular Meeting, and August 27, 2019 Special Workshop.

### **6. *Public Addresses the Board:*** All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

### **7. *Superintendent's Announcements***

### **8. *President's Comments***

### **9. *Executive Session***

**10. *Committee on School Personnel* - Commissioner Stango**

- 10.1 Appointment of Secondary English Language Arts Supervisor.
- 10.2 Appointment of K – 12 Social Studies Supervisor.
- 10.3 Appointment of Crosby High School Vice Principal.
- 10.4 Appointment of Waterbury Career Academy Vice Principal.

**11. *Consent Calendar***

- 11.1 *Committee on Finance:* Request approval a Professional Services Agreement with Sue Vivian for Consultant Services under the School Readiness Quality Enhancement Grant.
- 11.2 *Committee on Finance:* Request approval a Professional Services Agreement with Easterseals Rehabilitation Center for Consultant Services under the School Readiness Quality Enhancement Grant.
- 11.3 *Committee on Finance:* Request approval a Professional Services Agreement with Darlene Ragozzine for Consultant Services under the School Readiness Quality Enhancement Grant.
- 11.4 *Committee on Finance:* Request approval of Professional Services Agreement for Department of Education Food Services Courier Services with Joseph Caiazzo d.b.a. Abbey Vending, Company.
- 11.5 *Committee on Finance:* Request approval of Amendment 1 to the Agreement with Area Cooperative Educational Services (ACES).
- 11.6 *Committee on Finance:* Request approval of Amendment 1 to the Agreement with Benhaven, Inc.
- 11.7 *Committee on Finance:* Request approval of Amendment 1 to the Agreement with Connecticut Institute for the Blind d/b/a Oak Hill
- 11.8 *Committee on Finance:* Request approval of an Agreement with Waterbury Youth Services, Inc. as required by the Youth Service Bureau Grant for truancy prevention.
- 11.9 *Committee on Finance:* Request approval to apply for the Connecticut Statement Department of Education 21<sup>st</sup> Century Community Learning Center Grant for Wallace Middle School & WPS Academic Academy at Wallace (grades 4-8).
- 11.10 *Committee on Finance:* Request approval to apply for the Connecticut Statement Department of Education 21<sup>st</sup> Century Community Learning Center Grant for West Side Middle School (grades 6-8).



- 11.11 *Committee on Finance:* Request approval to apply for the Connecticut Statement Department of Education 21<sup>st</sup> Century Community Learning Center Grant for Chase Elementary School (grades 3-5).
- 11.12 *Committee on Finance:* Request approval to apply for the Connecticut Statement Department of Education 21<sup>st</sup> Century Community Learning Center Grant Bunker Hill Elementary School (grades 3-5).
- 11.13 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 11.14 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

## **12. *Items Removed from Consent Calendar***

## **13. *Committee on Policy & Legislation* – Commissioner Sweeney**

- 13.1 Request approval of the new policy entitled Title IX, #4000.1.
- 13.2 Request approval of the revised Security Check/Fingerprinting Policy, #4112.5/4212.5.
- 13.3 Request approval of the revised Nepotism: Employment of Relatives Policy, #4112.8/4212.8.
- 13.4 Request approval of the revised Drug and Alcohol Testing for School Bus Drivers Policy, #4212.42.
- 13.5 Request approval of the revised Discipline/Student Conduct Policy, #5114.
- 13.6 Request approval of the new policy entitled Weapons and Dangerous Instruments, #5131.7.
- 13.7 Request approval the removal of the Special Education Policy, #6171, and replace with the new policy Individualized Education Program/Special Education Program, #6159.

## **14. *Superintendent's Notification to the Board***

- 14.1 Athletic appointments:
  - Abate, Jason – WSMS Volleyball, effective 09/17/19.
  - Dickey, Ryan – KHS Head Girls Swimming, effective 09/24/19.
  - Elsemore, Lisa – WSMS Cross Country, effective 09/30/19.
  - Imperato, Christian – WHS JV Boys Soccer, effective 09/17/19.
  - Ocasio, Matthew – CHS Head Girls Basketball, effective 12/02/19.
  - Sharkis, Daniel – WHS Assistant Football Coach, effective 09/23/19.
  - Sylvester, David – WCA Head Boys Soccer, effective 09/25/19.

14.2 Grant Funded appointments:

Berman, Michelle – Title I Tutor, part-time, \$33 p/hr, non-union and w/o benefits.

Darabaner, Mati – Title I Tutor, part-time, \$33 p/hr, non-union and w/o benefits.

Kaso, Klea – Parent Liaison, Generali, full-time, salary and benefits governed by the UPSEU agreement.

Medina, Ketzaly – HR Generalist, \$55,000 annually, full-time, non-union with benefits, funded by Title II Grant.

Rosa, Jennifer – Site Administrator, NEMS 21st Century After School Program, salary per SAW contract.

Stanley, Arla – Secretary 3, Homeless, part-time, \$16.39 p/hr, non-union and w/o benefits, funded by Title I.

Willner, Devora – Title I Tutor, part-time, \$33 p/hr, non-union and w/o benefits.

14.3 Waterbury Career Academy After-school STEM Program appointments, funded by Alliance Grant:

Joseph Russo – Program Administrator

Kay Ann Hewell-Walker – Sub Administrator

*Teachers:*

Kay Ann Hewell-Walker – Technology

Alyssa Generali -Technology

Michele Neff – Media Specialist

Rodney Yatsenick – Substitute Math

Nora DeFrancesco – Substitute

Jose Ferreira – Technology

Stephanie Simms – Technology

Alex Shungu – Science

Kendra O' Brien – Substitute

Louis Pontecorvo – Substitute

14.4 Rotella After School Programs (Enrichment and Academics) – Session 1, September 30 through December 5, 2019 – Monday through Thursday:

*Administrator:* Robin Henry, Principal (Dana Wallace-sub if needed)

*A/V Tech:* Bryan Michaud

*Grants Facilitator/Clerical:* Jean Zastaury

*Teachers – Enrichment and/or Academics:*

Ellen Barrett

Christine DeSanto

Rebecca Hanlon

Ashley McLaren

Christina Michaud

Terri Miller

Mary Monroe

Suzanne Newman

Jodi Sarlo

Danielle Toussaint

Monica Santovasi (sub)

*Aides/Paras*

Debra Begin

Jennifer DeJesus

Linda Generali

Lauren Martin

Lisa Meehan

14.5 Reed's Family Resource Center's Books and Basketball Program appointments, October 1 thru November 7, 2019, 7:00 a.m. to 8:05 a.m.:

Director - Latasha Martinez

Certified Teacher - Melissa Steffero

Para Assistant - Deborah Price

Sub - Janice Marino-Turrell

- 14.6 Reed's Family Resource Center's Art After School Program appointments, October 15 thru November 21, 3:00 pm to 4:30 pm, Tuesday – Thursday:  
 Certified Teacher – Cindy Albizu                      Para Assistant – Gina Farrington  
 Para Assistant – Kristin Canfield                      Sub – Debbie Price  
 Sub - Janice Marino-Turrell

- 14.7 Wilson's Family Resource Center's Books and Basketball Program appointments, October 21 thru November 26, 2019, 7:00 a.m. to 8:00 a.m., Monday-Thursday:  
 Director – Cheryl Philips                      Certified Teacher – Kelly Fengler  
 Para – Rebecca James                      Para – Donna Orsatti  
 Basic Skills Coach/Title – Amy Densmore

- 14.8 Teacher new hires:

| <u>Name</u> |          | <u>Assignment</u> |                | <u>Effective</u> |
|-------------|----------|-------------------|----------------|------------------|
| Cornacchio  | Mark     | Crosby            | Social Studies | 09/26/2019       |
| Iannantuoni | Jolee    | Wallace           | Gr. 6 English  | 09/23/2019       |
| Ingala      | Matthew  | Wallace           | Special Ed     | 08/29/2019       |
| Jackson     | Sarah    | Bucks Hill        | Bil Gr 2       | 08/22/2019       |
| Liu         | Yee      | Rotella           | Special Ed.    | 09/30/2019       |
| Rogers      | Kimberly | Reed              | Gr. 1          | 10/07/2019       |

- 14.9 Retirements:

Inman, Scott - CHS Math, effective 01/24/2020.  
 Lescoe, Jane – WSMS ELA, effective 11/01/19.  
 Nolan, Madeline – CHS PE/Heath, effective 06/60/2020.

- 14.10 Resignations:

Arbachauskas, Mary – Bucks Hill Special Ed, effective 10/18/19.  
 Atkins, Richard – NEMS Social Studies, effective 09/26/19.  
 Baghdady, Amanda – WHS General Science, effective 09/23/19.  
 Calash, Dana –Wilson Library Media Specialist, effective 10/24/19.  
 Dublin, Laurence – Wilson Grade 5, effective 09/27/19.  
 Frederick, Sarah – NEMS Art, effective 10/30/19.  
 Hansard, Cyndi – Regan/Washington Library Media Specialist, eff. 09/26/19.  
 Harrison, Rebecca – WMS Grade 6 ELA, effective 09/12/19.  
 Nicholson, David – WCA Physics, effective 09/27/19.  
 Roberts, Sharon Ashley – CHS Special Education, effective 10/03/19.  
 Thompson, Ainsworth – WMS Math, effective 10/28/19.

**15. Unfinished Business of Preceding Meeting Only**

**16. Other Unfinished, New, and Miscellaneous Business**

**17. Executive Session**

**18. Adjournment**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #10.1

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of \_\_\_\_\_  
as Secondary English Language Arts Supervisor effective immediately.

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools

Approved:

\_\_\_\_\_  
Charles L. Stango

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #10.2

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of \_\_\_\_\_ as K – 12 Social Studies Supervisor effective immediately.

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools

Approved:

\_\_\_\_\_  
Charles L. Stango

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #10.3

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of \_\_\_\_\_  
as Crosby High School Vice Principal effective immediately.

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools

Approved:

\_\_\_\_\_  
Charles L. Stango

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #10.4

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of \_\_\_\_\_  
as Waterbury Career Academy Vice Principal effective immediately.

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools

Approved:

\_\_\_\_\_  
Charles L. Stango

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.1

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Sue Vivian, Consultant, for Consultant Services under the School Readiness Quality Enhancement Grant.

Approved:

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Catherine N. Awwad



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.2

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Easterseals Rehabilitation Center to provide consulting services under the School Readiness Quality Enhancement Grant.

Approved:

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Catherine N. Awwad

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.3

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Darlene Ragozzine, Consultant, for consulting services under the Quality Enhancement Grant.

Approved:

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Catherine N. Awwad

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.4

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Joseph Caiazzo d/b/a Abbey Vending, for a two year period, to provide Courier Services for the Department of Education's Food Services.

Approved:

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Catherine N. Awwad

**PROFESSIONAL SERVICES AGREEMENT**  
**ITB No. 6184**  
**for**  
**Department of Education Food Service Courier Services**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Joseph Caiazzo dba Abbey Vending**

**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 Joseph Caiazzo d.b.a. Abbey Vending, located at 350 Chase River Road in Waterbury, Connecticut 06704 (the "Vendor"). Trade Name Certificate is duly filed in the City of Waterbury Town Clerk's Office.

**WHEREAS**, the Vendor submitted a response to the City responding to **ITB No. 6184** for Food Service Courier Services; and

**WHEREAS**, the City selected the Vendor to perform services regarding **ITB No. 6184**; and

**WHEREAS**, the City desires to obtain the Vendor'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 Vendor 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 Vendor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

**1.1.** The Project consists of, and the Vender will provide pick-up of bank deposit bags at specified locations and deposit of said bank bags at Webster Bank located on 145 Bank Street on a daily basis Monday through Friday on days schools are in session, or as directed by the Superintendent of Schools. Vender shall also perform all other services as more particularly detailed and described in the Scope of Services attached hereto and made part hereof 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 Vendor 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 Invitation to Bid ("ITB") No. 6184, consisting of 18 pages, (excluding Contractor Compliance packet and Sample City contract), attached hereto-

**1.1.2** Vendor's response to City of Waterbury ITB No. 6184, dated June 15, 2018, consisting of 3 pages, attached hereto

**1.1.3** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference

**1.1.4** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate incorporated by reference

**1.1.5** Certificates of Insurance, incorporated by reference

**1.1.6-** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

**1.1.7-** All 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 Vendor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

**1.2.1** This Agreement and any Amendments or Change Orders hereto;

**1.2.2** City of Waterbury's ITB No. 6184, including Scope of Services and locations;

**1.2.3** Vendor's Response to Invitation to Bid No. 6184;

**1.2.4** Additional Contract Documents, made up of Certification of Debarment, Disclosure Affidavit, Annual Statement of Financial Interests, any applicable licenses

**1.2.5** Certificates of Insurance

**1.2.6** All applicable Federal, State and local statutes, regulations charter, and ordinances (incorporated by reference)

**1.2.7** All Licenses

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

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

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

**3.2. Working Hours.** Pick-up and delivery of all bags shall be fully performed between the hours of 8:30 a.m. and 12:30 p.m. as directed in the Scope of Services attached hereto and made part hereof as part of **Attachment A**. To the extent the Vendor is required to be on City property to render its services hereunder, the Vendor 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 Vendor, unless written permission is obtained from the City to work during other times. This condition shall not excuse

Vendor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Vendor.

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

**3.4. Publicity. Vendor** 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 Vendor shall be that standard of care and skill ordinarily used by other members of the Vendor's profession practicing under the same or similar conditions at the same time and in the same locality. The Vendor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Consultant's Employees.** The Vendor 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 Vendor 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 Vendor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

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

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

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

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Vendor, 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 Vendor.

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 Vendor has discovered in the Proposal Documents; and

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

**3.8. Reporting Requirement.** The Vendor shall deliver periodic written reports, as required by the City, 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 Vendor and/or delivered by the Vendor 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 Vendor's declaration as to whether the entirety of the Vendor'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 Joseph Caiazzo.

NOTE: the Vendor'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 Vendor's written request, the City will provide the Vendor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Vendor 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 Vendor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term and commencement of work and services under this Contract shall start on July 1, 2019 and shall continue to June 30, 2021 ("Contract Time"):

**5.1.** Time is and shall be of the essence for the timely completion of the Work and Services required to be performed on a daily basis while school is in session. The Vendor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion of daily services and within the Contract time stated above. It is expressly understood and agreed, by and between the Vendor and City, that the Contract Time is reasonable for the completion of the Work. The Vendor shall be subject to City imposed fines and/or penalties in the event the Vendor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Vendor 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 Vendor is based on the school calendar. The total amount of this two year contract shall not exceed Forty-Nine Thousand Two Hundred Thirty-Two Dollars (\$49,232.00) and shall consist of the following payments per year:

**6.1.1** For the period of time from July 1, 2019 through June 30, 2020, a per day rate of One Hundred Thirty-Four Dollars (\$134.00) per school day, for total amount not to exceed Twenty-Four Thousand Two Hundred Fifty-Four Dollars (\$24,254);

**6.1.2** For the period of time from July 1, 2020 through June 30, 2021, a per day rate of One Hundred Thirty-Eight (\$138.00) per school day, for total amount not to exceed Twenty-Four Thousand Nine Hundred Seventy-Eight Dollars (\$24,978);

**6.2. Limitation of Payment.** Compensation payable to the Vendor 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 Vendor'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. Vendor'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. All invoices are due and must be complete, and in writing to the Waterbury Board of Education, Food Service Department on the fifth day of the month following the month in which the service was rendered

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

**6.3. Review of Work.** The Vendor 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 Vendor 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 Vendor's demand for payment. The City shall not certify fees for payment to the Vendor until the City has determines that the Vendor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Vendor in preparing its proposal for **ITB No. 6184** shall be solely borne by the Vendor and are not included in the compensation to be paid by the City to the Vendor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Vendor 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 Vendor 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 Vendor for that item. Vendor 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 Vendor 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 Vendor, its employees, any subcontractor or Vendor, 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 Vendor 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 Vendor or any employee of the Vendor, 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 Vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

**8.4.** The Vendor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Vendor, 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 Vendor 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 Vendor'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 Vendor 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 Vendor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Vendor 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 Vendor, or its subcontractor, omission or commission.

## 9. Vendor's Insurance.

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

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,  
\$2,000,000.00 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 & non-owned autos..

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

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

**9.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$3,000,000.00** Each Occurrence and **\$3,000,000.00** Aggregate.

**9.4.5 Third Party Bond:** **\$5,000.00** per loss. City of Waterbury Loss payee. Providing coverage for loss sustained by the City due to vendor delivery services result of loss due to theft and other perils customarily covered by bonding coverage.

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

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Vendor 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 Vendor's General and Excess/Umbrella 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. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Vendor'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 Vendor 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 Automobile liability and Workers Compensation and include a waiver of subrogation on all lines of coverage as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Vendor 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 Vendor receipt, the Vendor shall deliver to the City a copy of the Vendor's insurance policies, endorsements, and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Vendor 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 Vendor 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 Vendor's work and services shall be secured in advance and paid by the Vendor. The Vendor 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 Vendor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Vendor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 the Vendor, the Vendor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Vendor 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 Vendor 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 Vendor under this Contract shall, at the option of the City, become the City's property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Vendor 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 Vendor, and the City may withhold any payments to the Vendor for the purpose of setoff until such time as the exact amount of damages due the City from the Vendor 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 Vendor. If this Contract is terminated by the City as provided herein, the Vendor 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 Vendor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Vendor 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 Vendor 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 Vendor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Vendor for the agreed to level of the products, services and functions to be provided by the Vendor 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 Vendor, 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 Vendor 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 Vendor 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 Vendor shall transfer all licenses to the City which the Vendor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Vendor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor may negotiate a mutually acceptable payment to the

Vendor 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 Vendor.** The Vendor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Vendor 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 Vendor will be compensated by the City for work performed prior to such termination date and the Vendor 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 Vendor 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 Vendor 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 Vendor'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.** Vendor 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, Vendor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

**16. Subcontracting.** The Vendor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Vendor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Vendor 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 Vendor 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 Vendor shall be as fully responsible to the City for the acts and omissions of the Vendor'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 Vendor.

**17. Assignability.** The Vendor 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 Vendor 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 Vendor'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 Vendor 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 Vendor 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 Vendor, by someone under the care and/or control of the Vendor, by any subcontractor of the Vendor, or by any shipper or delivery service. The Vendor 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 Vendor 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 Vendor.** The Vendor 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 Vendor 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 Vendor.

**22. Independent Contractor Relationship.** The relationship between the City and the Vendor is that of client and independent contractor. No agent, employee, or servant of the Vendor shall be deemed to be an employee, agent or servant of the City. The Vendor 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 Vendor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Vendor 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 Vendor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Vendor 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 Vendor 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 Vendor'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 Vendor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Vendor'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 Vendor 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 **ITB No. 6184** and **(ii)** the Vendor's proposal responding to the aforementioned **ITB No. 6184**.

**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 Vendor agrees that its 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 Vendor 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 Vendor 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 Vendor, 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: Joseph Caiazzo dba Abbey Vending  
350 Chase River Road  
Waterbury, CT 06704

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

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

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

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

governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor 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 contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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:**

**ABBAY VENDING**

\_\_\_\_\_

By: \_\_\_\_\_  
Joseph Caiazza, Owner

\_\_\_\_\_

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

## ATTACHMENT A

1. City of Waterbury Invitation to Bid ("ITB") No. 6184, consisting of 18 pages,(excluding Contractor Compliance packet and Sample City contract), attached hereto
2. Vendor's response to City of Waterbury ITB No. 6184, dated June 15, 2018, consisting of 3 pages, attached hereto
3. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference
4. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
7. All licenses, incorporated by reference

THE CITY OF WATERBURY

DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

INVITATION TO BID #6184

Sealed Bids for **Courier Services for the Food Services School Lunch Program** will be received by the City of Waterbury at the Office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **11:45 a.m. on June 18, 2018** and at that time and place will be publicly opened and read aloud. No bids will be received after **11:45 a.m.** on the day the bids are to be opened.

The Work consists of pick-up and drop-off on a daily basis (Monday through Friday) between Waterbury Public School locations specified in the attached Scope of Services and Webster Bank located at 145 Bank Street in Waterbury.

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title "**COURIER SERVICES FOOD SERVICE**" and shall contain the name and address of the Bidder on the envelope.

**Complete instructions for filing Bids are included in the Instructions to Bidders.**

After review of the factors set forth in the Instructions to Bidders, the CITY reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

Contact Rocco Orso, Director of Purchasing, at (203) 574-6747 for further information.

**END OF SECTION**

THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES  
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SECTION 00300 – ADDENDUM ACKNOWLEDGEMENT FORM  
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ATTACHMENT C

THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES  
SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.3 In evaluating Bids, CITY will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither CITY nor it's representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 CITY and it's representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to The City of Waterbury eProcurement website **by June 8, 2018 at 2:00 p.m.**
- 4.2 The City will issue written clarifications or interpretations by Addenda online at the City of Waterbury eProcurement website not later than **June 12, 2018 at 2:00 p.m.** Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the City.

ARTICLE 5. PRE-BID CONFERENCE – Not Applicable.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the City. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original and two (2) copies of the bid are required. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the City for the opening of Bids.

- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or City authorized postponement thereof) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the City's opening of Bids shall not be considered. Once bids are opened by the City, no Bidder may withdraw its Bid for a period of ninety (90) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the City's opening of the Bids.

#### ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY'S best interest to do so. The City reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 CITY reserves the right to reject the Bid of any Bidder that CITY considers not to possess the qualities set forth in Article 11.1 herein.

#### ARTICLE 10. AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder, multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to CITY. Thereafter, upon all required reviews, approvals, and CITY signature, the CITY will deliver one fully signed copy of the contract to CONTRACTOR. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the CONTRACTOR, and the CITY delivers to the CONTRACTOR a City written notice to proceed.

#### ARTICLE 11. ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and inspection.

#### ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

#### ARTICLE 13. INSURANCE

13.1 The Contractor shall not commence Work until all insurance required in the City's contract has been obtained by the Contractor and such insurance has been reviewed and approved in writing by the City. The Contractor shall not allow any subcontractor to commence Work until all insurance required of any subcontractor in the City's contract has been obtained and reviewed and approved in writing by the City. Insurance shall be provided by insurers satisfactory to the City and authorized to do business in the State of Connecticut, and with an "A-" Best's Rating or better and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

The Contractor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the City as an additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the City as an additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form (as opposed to an occurrence form), the retroactive date for coverage shall be no later than the Contractor's date of execution of the contract and shall provide that in the event of cancellation or non-renewal of coverage, the discovery period (or extended reporting period) for insurance claims, so-called "Tail Coverage", shall be available for at least 60 months following the termination date of the contract.

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



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LIMITS/TYPES MAY CHANGE DEPENDING ON SCOPE AND SIZE OF PROJECT

- A. General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
  - B. Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)
  - C. Workers' Compensation: Statutory Limits within the State of Connecticut
  - D. Excess Liability Insurance: \$3,000,000.00 per Occurrence / \$3,000,000 aggregate limit
  - E. Third Party Bond: \$5,000 per Loss. City of Waterbury is Loss Payee.
- 

- A. General Liability Insurance: Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
- B. Automobile Liability Insurance: Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of CITYship, maintenance, operation, use or loading and unloading of any owned or non-owned vehicle
- C. Workers' Compensation: Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.
- D. Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage.
- E. Courier Bonding: Providing coverage for loss sustained by the City due to vendor delivery services result of loss due to theft and other perils customarily covered by Bonding coverage.

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

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

Certificates of Insurance: Prior to the execution of a contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except automobile liability and workers compensation and include a waiver of subrogation on all lines of coverage except professional liability as their interests may appear"**. The City's request for quotation or request for proposal number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than 30 calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

- 13.2 CONTRACTOR'S costs for all CONTRACTOR insurance required by the contract shall be included in its Total Bid Price and shall include only the CONTRACTOR'S direct and actual costs for such insurance, without any mark-ups by either the CONTRACTOR or SUBCONTRACTORS of any tier.

#### ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

- 14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY'S written notice to proceed, which shall occur after contract execution by both parties.

#### ARTICLE 15. BID DOCUMENTS.

- 15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

#### ARTICLE 16. Federal, State and Local Employment Requirements.

- 16.1 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 ".
- 16.2 **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.cl.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.cl.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

**END OF SECTION**

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

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement Form – Section 00300
- c. Bid Form – Section 00400
- d. Scope of Services – Section 00500
- e. Attachment A – Compliance Documents
- f. Attachment B – Sample Contract
- g. Attachment C

END OF SECTION

THE CITY OF WATERBURY

DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

|                  |                    |
|------------------|--------------------|
| Addendum # _____ | Dated Issued _____ |
| Addendum # _____ | Dated Issued _____ |
| Addendum # _____ | Dated Issued _____ |
| Addendum # _____ | Dated Issued _____ |
| Addendum # _____ | Dated Issued _____ |
| Addendum # _____ | Dated Issued _____ |

---

Business Name of Bidder: \_\_\_\_\_  
(Print or Type)

By Bidder's Authorized Representative:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)  
Date: \_\_\_\_\_  
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY

DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

SECTION 00400

BID FORM

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

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

\_\_\_\_\_  
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

For Courier Services for Food Service as outlined in the bid specifications

Per Day Rate

7/1/2018 to 6/30/2019

7/1/2019 to 6/30/2020

7/1/2020 to 6/30/2021

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

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

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

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations, and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and/or Services, and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work.

Respectfully submitted by:

\_\_\_\_\_  
Social Security Number or (Print or Type)  
Federal Identification Number

\_\_\_\_\_  
Business Name of Bidder (Print or Type)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name of Authorized Official (Print or Type)

\_\_\_\_\_  
Title of Authorized Official (Print or Type)

Bidder shall provide Bidder's Contact Information below:

\_\_\_\_\_  
Business Address: (Print or Type)

\_\_\_\_\_  
Business Fax Number: (Print or Type)

\_\_\_\_\_  
City, State, Zip Code: (Print or Type)

\_\_\_\_\_  
Mobile Contact Number: (Print or Type)

\_\_\_\_\_  
Business Telephone Number: (Print or Type)

\_\_\_\_\_  
Business Email Address: (Print or Type)

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

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement Form – Section 00300
- c. Bid Form – Section 00400
- d. Scope of Services – Section 00500
- e. Attachment A – Compliance Documents
- f. Attachment B – Sample Contract
- g. Attachment C

END OF SECTION



THE CITY OF WATERBURY

DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

SECTION 00500

SCOPE OF SERVICES

1. **Description of Work** - The Contractor agrees to pick-up bank bags from specified locations and deposit the bank bags at Webster Bank on 145 Bank Street in Waterbury, CT 06702 on a daily basis (Monday through Friday). See item #8 in Section 500, Scope of Services for a list of locations and frequency of deposits. Pick-up and deposits are to be made when schools are in session (approximately 182 days per year; see item #8 also). If there is any deviation from this time frame for any reason, the Food Service Office must be notified immediately. The list of locations is subject to change at the discretion of the Superintendent of Schools.
2. Supervision, work assignment and communication with the City by the Contractor will be through the Superintendent of Schools or his agent who will act for and under the direction of the Superintendent of Schools and the Board of Education.
3. Contractor agrees that the City shall solely determine the policy, practices, principles and guidelines pertaining to the services herein contracted for.
4. Contractor agrees that the City shall solely determine the delivery route, time schedule and operating procedures for the services herein contracted for and the City shall have the sole jurisdiction and decision on approval.
5. The Contractor agrees to work cooperatively with other departments of the City of Waterbury and with employees of the Department of Education in those matters pertaining to the services contracted herein.
6. The Contractor will bill the Waterbury Board of Education, Food Service Department, monthly unless otherwise notified in writing. Billing must be complete and received by the Food Service Department by the fifth day of the month following the month in which service was rendered.
7. The Agreement Period for any contract or purchase order resulting from this Invitation to Bid is anticipated to be July 1, 2018 through June 30, 2021.
8. The Courier Pick-Up Locations are shown on page 14 of Section 500, Scope of Services.
9. Complete pick-up and delivery should be made between the hours of 8:30 a.m. and 12:30 p.m.

## FOOD SERVICE COURIER PICK-UP LOCATIONS

Daily During the School Year

|    | SCHOOL                       | LOCATION               | P/U FREQUENCY |
|----|------------------------------|------------------------|---------------|
| 1  | Bucks Hill School            | 330 Bucks Hill Road    | Wed           |
| 2  | Bunker Hill School           | 170 Bunker Hill Avenue | Wed           |
| 3  | Carrington School            | 24 Kenmore Avenue      | Wed           |
| 4  | Chase School                 | 40 Woodtick Road       | Wed           |
| 5  | Crosby High School *         | 300 Pierpont Road      | Daily         |
| 6  | Cross, Wendell School        | 1255 Hamilton Avenue   | Wed           |
| 7  | Driggs School                | 77 Woodlawn Terrace    | Wed           |
| 8  | Duggan School                | 38 West Porter Street  | Wed           |
| 9  | Enlightenment School***      | 30A Church Street      | Wed           |
| 10 | Generali School              | 3196 East Main Street  | Wed           |
| 11 | Gilmartin School             | 94 Spring Lake Road    | Wed           |
| 12 | Hopeville School             | 2 Cypress Street       | Wed           |
| 13 | Kennedy High School          | 422 Highland Avenue    | Daily         |
| 14 | Kingsbury School             | 220 Columbia Boulevard | Wed           |
| 15 | Maloney Magnet School        | 233 South Elm Street   | Wed           |
| 16 | Reed School                  | 33 Griggs Street       | Wed           |
| 17 | Regan School                 | 2780 North Main Street | Wed           |
| 18 | Rotella Magnet School        | 380 Pierpont Road      | Wed & Fri     |
| 19 | Sprague School               | 1443 Thomaston Avenue  | Wed           |
| 20 | State Street School***       | 58 Griggs Street       | Wed           |
| 21 | Tinker School                | 809 Highland Avenue    | Wed           |
| 22 | Walsh School                 | 55 Dikeman Street      | Wed           |
| 23 | Washington School            | 685 Baldwin Street     | Wed           |
| 24 | Waterbury Arts Magnet School | 16 South Elm Street    | Daily         |
| 25 | Waterbury Career Academy     | 175 Birch Street       | Daily         |
| 26 | West Side Middle School      | 483 Chase Parkway      | Daily         |
| 27 | Wilby High School **         | 568 Bucks Hill Road    | Daily         |
| 28 | Wilson School                | 235 Birch Street       | Wed           |

\* Crosby High School includes Wallace Middle School.

\*\* Wilby High School includes North End Middle School.

\*\*\* State Street and Enlightenment Schools will be exchanging locations at approximately the end of June, 2018.

***All bank bags will be deposited at Webster Bank located at 145 Bank Street in Waterbury. The High School and Middle School deposits may be picked-up at the Food Service Manager's Office, between the hours of 10:00 am and 12:00 p.m. (noon). The Food Service Manager's Office is located at 62 Harper Avenue in Waterbury; the office will be tentatively moving to 562 Captain Neville Drive sometime on or after August 27, 2018.***

END OF SECTION

## THE CITY OF WATERBURY

### DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

#### SECTION 00500

#### SCOPE OF SERVICES

1. **Description of Work** - The Contractor agrees to pick-up bank bags from specified locations and deposit the bank bags at Webster Bank on 145 Bank Street in Waterbury, CT 06702 on a daily basis (Monday through Friday). See item #8 in Section 500, Scope of Services for a list of locations and frequency of deposits. Pick-up and deposits are to be made when schools are in session (approximately 182 days per year; see item #8 also). If there is any deviation from this time frame for any reason, the Food Service Office must be notified immediately. The list of locations is subject to change at the discretion of the Superintendent of Schools.
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4. Contractor agrees that the City shall solely determine the delivery route, time schedule and operating procedures for the services herein contracted for and the City shall have the sole jurisdiction and decision on approval.
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6. The Contractor will bill the Waterbury Board of Education, Food Service Department, monthly unless otherwise notified in writing. Billing must be complete and received by the Food Service Department by the fifth day of the month following the month in which service was rendered.
7. The Agreement Period for any contract or purchase order resulting from this Invitation to Bid is anticipated to be July 1, 2018 through June 30, 2021.
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9. Complete pick-up and delivery should be made between the hours of 8:30 a.m. and 12:30 p.m.

## FOOD SERVICE COURIER PICK-UP LOCATIONS

Daily During the School Year

|    | SCHOOL                       | LOCATION               | P/U FREQUENCY |
|----|------------------------------|------------------------|---------------|
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| 2  | Bunker Hill School           | 170 Bunker Hill Avenue | Wed           |
| 3  | Carrington School            | 24 Kenmore Avenue      | Wed           |
| 4  | Chase School                 | 40 Woodtick Road       | Wed           |
| 5  | Crosby High School *         | 300 Pierpont Road      | Daily         |
| 6  | Cross, Wendell School        | 1255 Hamilton Avenue   | Wed           |
| 7  | Driggs School                | 77 Woodlawn Terrace    | Wed           |
| 8  | Duggan School                | 38 West Porter Street  | Wed           |
| 9  | Enlightenment School***      | 30A Church Street      | Wed           |
| 10 | Generali School              | 3196 East Main Street  | Wed           |
| 11 | Gilmartin School             | 94 Spring Lake Road    | Wed           |
| 12 | Hopeville School             | 2 Cypress Street       | Wed           |
| 13 | Kennedy High School          | 422 Highland Avenue    | Daily         |
| 14 | Kingsbury School             | 220 Columbia Boulevard | Wed           |
| 15 | Maloney Magnet School        | 233 South Elm Street   | Wed           |
| 16 | Reed School                  | 33 Griggs Street       | Wed           |
| 17 | Regan School                 | 2780 North Main Street | Wed           |
| 18 | Rotella Magnet School        | 380 Pierpont Road      | Wed & Fri     |
| 19 | Sprague School               | 1443 Thomaston Avenue  | Wed           |
| 20 | State Street School***       | 58 Griggs Street       | Wed           |
| 21 | Tinker School                | 809 Highland Avenue    | Wed           |
| 22 | Walsh School                 | 55 Dikeman Street      | Wed           |
| 23 | Washington School            | 685 Baldwin Street     | Wed           |
| 24 | Waterbury Arts Magnet School | 16 South Elm Street    | Daily         |
| 25 | Waterbury Career Academy     | 175 Birch Street       | Daily         |
| 26 | West Side Middle School      | 483 Chase Parkway      | Daily         |
| 27 | Wilby High School **         | 568 Bucks Hill Road    | Daily         |
| 28 | Wilson School                | 235 Birch Street       | Wed           |

\* Crosby High School includes Wallace Middle School.

\*\* Wilby High School includes North End Middle School.

\*\*\* State Street and Enlightenment Schools will be exchanging locations at approximately the end of June, 2018.

***All bank bags will be deposited at Webster Bank located at 145 Bank Street in Waterbury. The High School and Middle School deposits may be picked-up at the Food Service Manager's Office, between the hours of 10:00 am and 12:00 p.m. (noon). The Food Service Manager's Office is located at 62 Harper Avenue in Waterbury; the office will be tentatively moving to 562 Captain Neville Drive sometime on or after August 27, 2018.***

END OF SECTION

THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

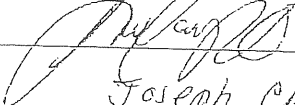
NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

|                  |                    |
|------------------|--------------------|
| Addendum # _____ | Dated Issued _____ |
| Addendum # _____ | Dated Issued _____ |
| Addendum # _____ | Dated Issued _____ |
| Addendum # _____ | Dated Issued _____ |
| Addendum # _____ | Dated Issued _____ |
| Addendum # _____ | Dated Issued _____ |

Business Name of Bidder: Abbey Vending  
(Print or Type)

By Bidder's Authorized Representative:

Signature:   
Name: Joseph CAIAZZO  
(Print or Type)  
Title: owner  
(Print or Type)  
Date: 6-15-18  
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION FOOD SERVICES COURIER SERVICES

SECTION 00400

BID FORM

Date: 6-15-18

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

Abbey Vending Co  
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

For Courier Services for Food Service as outlined in the bid specifications

Per Day Rate

7/1/2018 to 6/30/2019

7/1/2019 to 6/30/2020

7/1/2020 to 6/30/2021

\$ 122.00

\$ 134.00

\$ 138<sup>00</sup>

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations, and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and/or Services, and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work.

Respectfully submitted by:

040-60.7442  
Social Security Number or (Print or Type)  
Federal Identification Number

Abbey Vending Co  
Business Name of Bidder (Print or Type)

[Signature]  
Signature of Authorized Official

Joseph Calazzo  
Name of Authorized Official (Print or Type)

owner  
Title of Authorized Official (Print or Type)

Bidder shall provide Bidder's Contact Information below:

350 Chase River Road  
Business Address: (Print or Type)

Waterbury Ct 06704  
City, State, Zip Code: (Print or Type)

203-574-3236  
Business Telephone Number: (Print or Type)

203 574-7807  
Business Fax Number: (Print or Type)

203 509-4736  
Mobile Contact Number: (Print or Type)

JCA1A220@AOL.COM  
Business Email Address: (Print or Type)

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.5

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve Amendment 1 to the Agreement with Area Cooperative Educational Services (ACES) to provide education services to children with disabilities.

Approved:

---

Catherine N. Awwad



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.6

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve Amendment 1 to the Agreement with Benhaven, Inc. to provide education services to children with disabilities.

Approved:

---

Catherine N. Awwad

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.7

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve Amendment 1 to the Agreement with Connecticut Institute for the Blind, Inc. d/b/a Oak Hill to provide education services to children with disabilities.

Approved:

---

Catherine N. Awwad

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.8

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with Waterbury Youth Services, Inc. to provide truancy prevention services as required by the Youth Service Bureau Grant.

Approved:

---

Catherine N. Awwad

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.9

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the Connecticut State Department of Education's 21<sup>st</sup> Century Learning Community Grant for Wallace Middle School & WPS Academic Academy at Wallace (grades 4-8).

Approved:

---

Catherine N. Awwad

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.10

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the Connecticut State Department of Education's 21<sup>st</sup> Century Learning Community Grant for West Side Middle School (grades 6-8).

Approved:

---

Catherine N. Awwad

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.11

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the Connecticut State Department of Education's 21<sup>st</sup> Century Learning Community Grant for Chase Elementary School (grades 3-5).

Approved:

---

Catherine N. Awwad

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.12

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the Connecticut State Department of Education's 21<sup>st</sup> Century Learning Community Grant for Bunker Hill Elementary School (grades 3 – 5).

Approved:

---

Catherine N. Awwad

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #11.13

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

| GROUP           | FACILITIES AND DATES/TIMES  |
|-----------------|---|
| E. Paolino      | Walsh gym: Tues., Oct. 15, 4-7 pm (Hispanic Heritage Night)<br>Walsh gym & café: Thurs., Oct. 24, 4-8 pm (Fall Festival Family Night)   |
| J. Reed         | Wallace lib. & rms.: Fri., Oct. 4, 7:30 am-3:00 pm (Science Prof. Day)<br>Crosby rms.: Fri., Oct. 4, 7:30 am-3:00 pm (Tech. Ed. Prof. Day)  |
| M. Rocco        | St. Joe's café: Thurs., Oct. 17, 5:30-7:30 pm<br>(School Governance Council meeting)  |
| D. Melendez     | Chase gym: Wed., Nov. 13, 5-8 pm (Albanian Heritage Night)  |
| Y. DeMirali     | Sprague gym: Thurs., Oct. 24, 5-7 pm (International Night)  |
| M. Bergin       | Rotella gym: Tues., Nov. 5, 8 am-3 pm (CPR/First Aid Training)  |
| J. Gibson       | WAMS café: Thurs., Oct. 3, 5:30-6:30 pm (College Planning Night)<br>WAMS café: Thurs., Oct. 10, 5:30-6:30 pm (Financial Aid Night)  |
| K. Lombardo     | WAMS café: 10/31, 11/1, 11/2 2:00-10:00 pm<br>(senior class haunted house)  |
| J. Farrell      | WAMS café: Wed., Nov. 13, 6-8 pm (NJHS Fundraiser)<br>WAMS gym: Fri., Oct. 25, 8 am – 1 pm (Red Cross Blood Drive)  |
| R. Martinez     | WAMS café & rms. Nov. 2, Dec. 7, May 2, June 6, 6:30 am - 2:30 pm<br>(SAT National Test)  |
| M. Case         | WAMS recital hall: Sept. thru Dec. 2:00-7:00 pm<br>(after school strings club)  |
| M Brown         | WAMS dance studio: 9/11-11/16, 2:30-5:30 pm (dance rehearsals)  |
| D. Quttrociochi | WAMS atrium: 10/22, 11/7, 2/5, 3/18, 5:00-6:30 pm (coffee house fundraiser)<br>WAMS courtyard: 9/25 and 5/5, 5:00-7:00 pm<br>(Fall and Spring Carnival fundraisers)                             |
| M. Labbe        | Career Academy café: Sat., Nov. 23, 9 am – 6 pm (Holiday Fair)  |
| M. Rocco        | Career Academy café: Oct. to May, one Tues each month, 4:30 - 7:45 pm<br>(Project Love Family nights)   |
| L. Martin       | Rotella comm. rm.: Dec. 11,12,13, all day (Holiday shopping)  |
| P. Poulter      | Regan café: Thurs., Oct. 24, 5 - 7 pm (Multi-Cultural event)  |
| *D. Bakewell    | Sprague gym & café: Fri., November 1, 6:00 - 8:00 pm<br>(PTO-costume & treats event)<br>Sprague gym: Sat., December 7, 8:00 am - 11:30 am<br>(PTO - Breakfast with Santa) (snow date: 12/14/19) |



|                      |   |
|----------------------|---|
| *Registrar of Voters | 12 schools (see attached) Tuesday, November 5, 5 am – 9 pm<br>(general election)  |
| *P. Poulter          | Regan café: Wed., November 13, 4:30 - 6:30 pm<br>(Family STEM Night)  |
| *S. Petteway         | Bucks Hill gym, café: Thursday,, October 17, 5:00 - 7:30 pm<br>(Family Literacy Night)  |
| *M. Bergin           | Bunker Hill gym: Tues., November 5, 8 am – 3 pm<br>(CPR/First Aid Pre-School training)  |
| *K. Effes            | WAMS atrium: Sat., Oct. 19, 9:30 - 12:00 pm (Lottery open house)  |
| *P. Theriault        | WAMS atrium: Fri., Dec. 6, 6 – 9 pm (Homecoming Dance)  |
| *N. Hutchinson       | WAMS atrium: Thurs., Dec. 12, 4:30 - 9:00 pm (Starlight Performance)<br>WAMS atrium: Sat., Dec. 14, 9 am -2 pm (cookies & cocoa with Santa) |
| *M. Case             | WAMS recital hall: Fri., Oct. 18, 2:00 - 4:30 m (make-up demo)  |

Approved:

\_\_\_\_\_  
Jason Van Stone

SCHOOL PERSONNEL USE ONLY

OCT 3 2019

DATE: 10-3-19

TO: SCHOOL BUSINESS OFFICE

FROM:

D. Bakewell

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

NAME OF SCHOOL REQUESTED: Sprague

Auditorium



Gymnasium



Swimming Pool



Café/Rooms

DATES REQUESTED:

Friday, Nov. 1, 2019

FROM:

6:00

am/pm

TO:

8:00

am/pm

FOR THE FOLLOWING PURPOSES:PTO - Costume and Treats EventD. Bakewell

APPLICANT

\*\*\*\*\*

Please note the following provisions:

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

*Book*

SCHOOL PERSONNEL USE ONLY

OCT - 3 2019

DATE: 10-3-19TO: SCHOOL BUSINESS OFFICE  
FROM: D. Bakerell

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

NAME OF SCHOOL REQUESTED: Sprague☐ Auditorium☒ Gymnasium☐ Swimming Pool☐ Café/RoomsDATES REQUESTED: Sat. Dec. 7, 2019 Snowdate Dec. 14, 2019FROM: 8:00 am/pm TO: 11:30 am/pmFOR THE FOLLOWING PURPOSES:PTD- Breakfast with SantaMerri Butall  
APPLICANT

.....

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

OCT -2 2019

DATE: 10-2-19

TO: SCHOOL BUSINESS OFFICE

FROM: Registrar

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

NAME OF SCHOOL REQUESTED: See Attached

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Tuesday Nov. 5, 2019

FROM 5:00 am/pm TO 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

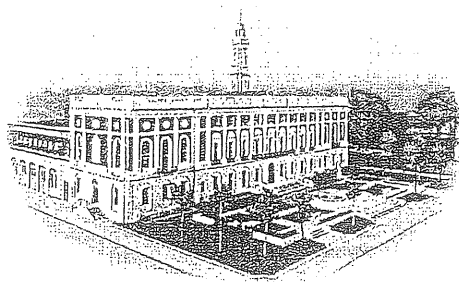
General Election

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.

OCT - 2 2019



DEPARTMENT OF REGISTRARS OF VOTERS  
**THE CITY OF WATERBURY**  
CONNECTICUT

October 1, 2019

Board of Education Members  
236 Grand Street  
Waterbury, CT 06702

Dear Board of Education Members:

We are writing to request the use of the following schools for the November General Election which will take place on November 5<sup>th</sup>. We will need to be in the facility starting at 5:00 am on the day of the election.

|                      |                       |                    |
|----------------------|-----------------------|--------------------|
| Kennedy High School  | Regan Elementary      | Crosby High School |
| Gilmartin Elementary | Carrington School     | Tinker Elementary  |
| Kingsbury Elementary | Maloney School        | Reed School        |
| Sprague Elementary   | Woodrow Wilson School | Chase Elementary   |

Our office would also kindly ask that the name and cell phone number of the Maintainer, who is responsible for opening the building, be given to our office prior to the election.

Please feel free to contact us should you have any questions.

Sincerely

Teresa Begnal

Timothy De Carlo

## SCHOOL USE FORM

OCT - 7 2019

DATE:

10/7/19

TO: SCHOOL BUSINESS OFFICE  
(ATTN: SANDY MCCASLAND)  
FX #: 574-8032 PHONE #: 574-8034

FROM:

Regan School

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

NAME OF SCHOOL REQUESTED:

Regan School

AUDITORIUM

GYMNASIUM

SWIMMING POOL

CAFE/ROOMS

DATE(S) REQUESTED:

Wednesday, Nov. 13, 2019

FROM 4:30 am/pm TO 6:30 am/pm

FOR THE FOLLOWING PURPOSE:

Family STEM Night

with Wizard's Lab

P. Poulter  
APPLICANTPlease note the following provisions:

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

Change of Date

SCHOOL PERSONNEL USE ONLY

OCT - 8 2019

DATE: 10/8/19

TO: SCHOOL BUSINESS OFFICE

FROM:

Shirley Petteway

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

NAME OF SCHOOL REQUESTED:

Bucks Hill

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED:

10/17/19

FROM:

5:00

am/pm

TO:

7:30

am/pm

FOR THE FOLLOWING PURPOSES:

Family Literacy Night

Shirley Petteway  
APPLICANT

Please note the following provisions:

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

Cancel Baller

OCT - 9 2019

SCHOOL PERSONNEL USE ONLY

DATE: 10/9/19

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Bunker Hill

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: November 5, 2019

FROM: 8 am/pm TO: 3 am/pm

FOR THE FOLLOWING PURPOSES:

CPR / First Aid - Preschool

Maureen Bergin  
APPLICANT  
Supervisor

Please note the following provisions:

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



OCT - 9 2019

SCHOOL PERSONNEL USE ONLYDATE: 10-7-19

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS

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

NAME OF SCHOOL REQUESTED: \_\_\_\_\_

☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Café/RoomsAtriumDATES REQUESTED: 10/9 & 10/19FROM: 5<sup>30</sup> am/pm TO: 8 am/pm9<sup>30</sup> am to 12 noon (10/9)  
(10/19)FOR THE FOLLOWING PURPOSES:Lottery Open HouseKend  
APPLICANTKim EffersPlease note the following provisions:

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

OCT 10 2019

SCHOOL PERSONNEL USE ONLYDATE: 10.10.19

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

AtriumDATES REQUESTED: 12.6.19FROM: 6 am/pm TO: 9 am/pmFOR THE FOLLOWING PURPOSES:Homecoming dance for the high school.

Patricia Theriault  
APPLICANT

Please note the following provisions:

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

OCT - 9 2019

SCHOOL PERSONNEL USE ONLYDATE: 10/8/19

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS PTSO

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

NAME OF SCHOOL REQUESTED: WAMSAtrium

Auditorium



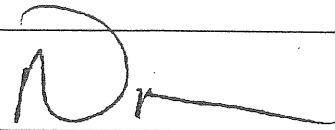
Gymnasium



Swimming Pool



Café/Rooms

DATES REQUESTED: Saturday 14<sup>th</sup> DecFROM: 9 am/pmTO: 2 ~~am~~/pmFOR THE FOLLOWING PURPOSES:Cookies & Cocoa with Santa

APPLICANT

Nichola Hutchinson  
PTSOPlease note the following provisions:

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

OCT - 10 2019

Book

SCHOOL PERSONNEL USE ONLYDATE: 10/8/19

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS PTSO

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

NAME OF SCHOOL REQUESTED: WAMSAtrium

Auditorium



Gymnasium



Swimming Pool



Café/Rooms

DATES REQUESTED: Thursday 10<sup>th</sup> DecFROM: 4:30 ~~am~~/pmTO: 9:00 ~~am~~/pmFOR THE FOLLOWING PURPOSES:Starlight performance

APPLICANT

Nicola Hutchinson - PTSOPlease note the following provisions:

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

OCT - 9 2019

SCHOOL PERSONNEL USE ONLYDATE: 10/8/19

TO: SCHOOL BUSINESS OFFICE

FROM: Waterbury Arts Magnet School Sr. class, + Orchestra

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet SchoolRecital Hall☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

DATES REQUESTED: 10/18/19FROM: 2:00 am/pm TO: 4:30 am/pmFOR THE FOLLOWING PURPOSES:

- \* Make-up (special effects make-up) presentation/fundraiser
- \* Special Effects Make-up Artist will come give  
a presentation addressing how to create special-effects  
using make-up to assist the Senior Class in making-up  
actors/actresses for Haunted House being presented by Senior Class

Mary E. Case  
APPLICANTMary CasePlease note the following provisions:

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

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.14

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve of the use of school facilities by outside organizations subject to fees and insurance as required:

| GROUP            | FACILITIES AND DATES/TIMES                                   |
|------------------|--|
| Kolainu Choir    | Crosby aud.: Sunday, Jan. 19, 4:00-8:00 pm                   |
| Alan Majeski     | (choir performance)  |
| Holy Cross H. S. | Kennedy pool: Dec. 5 thru March 21, Mon. - Fri. 6:30-8:30 pm |
| J. Ciarleglio    | and Saturdays 10 am - noon (boys swim program)               |

### REQUESTING WAIVERS:

|  |  |
|--|--|
| Our Lady of Mt. Carmel Sch.<br>J. Egan                   | Tinker gym: Oct. 19 - March 21, Saturdays, 8 am - 5 pm<br>(basketball program) (\$8,400.)  |
| *St. Joseph Church<br>conjunction<br>J. Amrozaitis<br>to | St. Joe's Aud/Gym area: Sunday, 11/24, noon - 1:00 p.m. (in<br>with St. Joseph's 125 parish anniversary, a walk thru of the area prior<br>their dinner at St. Patrick's Church Hall (\$84) |
| F. Melvin  | St. Joe's gym/kitchen area: October - May, Sunday, 8 a.m. - 1 p.m.<br>(parish coffee hour) \$8,064   |
| *Waterbury Knights                                       | WCA Gym: Saturday, October 26, 9 a.m. to 4 p.m.<br>(cheerleading practice) (\$336)   |

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

|   |  |
|---|--|
| Our Lady of Mt. Carmel Sch.<br>J. Egan    | Tinker gym: Oct. 21 - March 20, Monday-Friday<br>5:30-9:00 pm (basketball program)                                       |
| Brooklyn Neighborhood Assoc.<br>J. Covino | St. Joe's library: October to June, 2 <sup>nd</sup> Tues. each month<br>7:00-8:00 pm (neighborhood association meetings) |
| Wtby. Ballers<br>T. Lott                  | Bucks Hill gym: 10/2-11/7, Tues., Wed., Thurs., 6 - 9 pm<br>(basketball program)   |
| DMT Sports<br>D. Thomas                   | Hopeville gym: Oct.-May Tues., Wed., Thurs., Fri<br>5:45 - 8:30 pm (cheerleading practice)                               |

|                                      |  |
|--------------------------------------|--|
| *Waterbury Ballers<br>A. Johnson     | Wilson gym: 10/7 – 11/7, Monday thru Thursday, 6:00 – 9:00 p.m.<br>(basketball practice) |
| *Town Plot Neigh. Assoc.<br>A. Denze | Kennedy room: Tuesday, November 12, 6:30 – 8:30 p.m.<br>(members meeting)                |
| *Girl Scouts of CT<br>D. Fryer       | Maloney café: October – May, every other Wednesday, 5 – 7 p.m.<br>(basketball program)   |
| *Hoops 4 Life<br>D. Fryer            | Wilson gym: Fridays, 10/12 – 12/20/19, 5:00 – 8:00 p.m.<br>(basketball program)          |

Approved:

\_\_\_\_\_  
Jason Van Stone

OCT - 8 2019

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT ST. JOSEPH CHURCH NAME OF ORGANIZATION ST. JOSEPH CHURCH

ADDRESS CONGRESS AVENUE WATERBURY CT TELEPHONE # 203-756-8837  
(street) (city) (state) (zip code)

SCHOOL REQUESTED ST. JOSEPH SCHOOL DATES 11-24-19 ROOM(S) AUDITORIUM AND ADJACENT AREAS

OPENING TIME 12:00pm CLOSING TIME 1:00pm PURPOSE VIEW SCHOOL RENOVATIONS

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS NOT KNOWN CHILDREN NOT KNOWN

SIGNATURE OF APPLICANT [Signature] DATE 10-4-19

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

JOHN AMBROZAITIS 59 CENTRAL AVE. WATERBURY 203-574-7722

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Signature] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (#84)

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

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

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 897-3452

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

OCT - 9 2019

APPLICANT FRANK MELVIN NAME OF ORGANIZATION ST JOSEPH Church

ADDRESS 46 CONGRESS AVE. WATERBURY, CT 06702 TELEPHONE # 203-756-8837  
(street) (city) (state) (zip code)

SCHOOL REQUESTED WHEEL CROSS DATES OCT thru MAY ROOM(S) Gym + Kitchen

OPENING TIME 8 AM CLOSING TIME 1 PM PURPOSE COFFEE hour

ADMISSION (if any) — 0 — CHARGE TO BE DEVOTED TO — 0 —

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 70 CHILDREN 10

SIGNATURE OF APPLICANT [Signature] DATE 10/9/19

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

FRANK MELVIN 46 CONGRESS AVE, WATERBURY, CT 203-217-1396

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR SERVICE (#8064)

RENTAL FEES:

MISCELLANEOUS FEES:

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

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

SCHOOL BUSINESS OFFICE

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

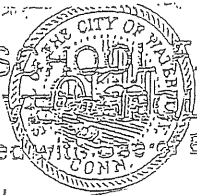
White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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



APPLICANT/ORGANIZATION:

St. Joseph Church

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED:

St. Joe's

DATE(S): 11-24-19

TIMES: NOON - 1 pm

DATE(S): OCT - may Sundays

TIMES: 8 am - 1 pm

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

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

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

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

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

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

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

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

10-8-19

Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

8148.  
Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

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

Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

OCT 15 2019

CONTRACT#

APPLICANT Shengquang Clements NAME OF ORGANIZATION Wibby Knights  
ADDRESS 124 Washington St Waterbury CT 06706 TELEPHONE # 203-814-3700  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Career DATES 10/26/19 ROOM(S) Gym  
OPENING TIME 9a CLOSING TIME 4p PURPOSE Cheer  
ADMISSION (if any) Q CHARGE TO BE DEVOTED TO Q  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 10  
SIGNATURE OF APPLICANT Shengquang Clements DATE 10/14/19  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (SC) (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR service (#336.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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



APPLICANT/ORGANIZATION: Worthy Knights

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Career; Gym

DATE(S): 10/26/19

TIMES: 9am - 4

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

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

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

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

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

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

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

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

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

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

10/14/19

Date

Seemments

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 336.5  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

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

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

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

OCT - 2 2019

Book

APPLICANT Andre Johnson NAME OF ORGANIZATION Bollers Basketball Club  
ADDRESS 110 Buckingham St. Waterbury CT 06010 TELEPHONE # 203.870.5269  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Wilson DATES 10/7-11/7 ROOM(S) Gym, 1 classroom  
OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Basketball, Mentoring  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-6 CHILDREN 20-40  
SIGNATURE OF APPLICANT [Signature] DATE 10-1-19  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \_\_\_\_\_

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. AS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

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

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

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

OCT - 3 2019

TOWN PLOT

APPLICANT ARTHUR J. DENZE, SR. NAME OF ORGANIZATION NEIGHBORHOOD ASSOC.

ADDRESS 56 PHYLLIS AVE WYBY CT 06708 TELEPHONE # 203-755-5761  
(street) (city) (state) (zip code)

SCHOOL REQUESTED KENNEDY H.S. DATES Tues Nov 12<sup>th</sup> ROOM(S) CAFETERIA

OPENING TIME 6<sup>30</sup> pm CLOSING TIME 8<sup>30</sup> pm PURPOSE MEMBER MEETING

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 35-50 CHILDREN NO

SIGNATURE OF APPLICANT Arthur J. Denze Jr. PRES. DATE 10-3-19

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

SAME AS ABOVE

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. \_\_\_\_\_ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

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

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

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 687-3462

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

OCT -7 2019

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Louise Delgado NAME OF ORGANIZATION Girl Scouts of CT  
ADDRESS 19 Lawlor St Waterbury CT 06702 TELEPHONE # 203-695-5836  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Maloney DATES 10/9/19 every ROOM(S) Cafeteria  
OPENING TIME 5pm CLOSING TIME 7pm PURPOSE Wednesday Girl Scout Meetings  
ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2-3 CHILDREN 10-12  
SIGNATURE OF APPLICANT Louise Delgado DATE 9/21/19

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

Louise Delgado 203-695-5836 / Marie Rosa 203-586-8980

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. LD (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

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

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

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

OCT 10 2019

APPLICANT DEWEEN Fryer NAME OF ORGANIZATION Hoops4Life, Inc.

ADDRESS 232 N. Elm Street Waterbury CT 06702 TELEPHONE # 203 597-4348  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilson DATES see attachment ROOM(S) Gym

OPENING TIME 5pm CLOSING TIME 8pm PURPOSE basketball practice/game

ADMISSION (if any) none CHARGE TO BE DEVOTED TO none

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 10

SIGNATURE OF APPLICANT D. Fryer DATE Oct 11-19

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

65 CROLES Ave Waterbury CT 06700 (203) 232-4578

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

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

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

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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

FRIDAYS  
OCT. 12<sup>th</sup>  
TO  
DEC. 20<sup>th</sup>  
5-8pm



# Hoops 4 Life

SCHOOL/ROOMS REQUESTED: Gym - Wilson

DATE(S): Oct 10, 18, 25

TIMES: 5p - 8p

DATE(S): Nov 1, 8, 15, 22, 29

TIMES: 5p 8p

DATE(S): Dec 6, 13, 20,

TIMES: 5p 8p

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

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

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

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

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

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

Oct 10-19  
Date

Dennis La...  
Signature

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON POLICY & LEGISLATION**

Item #13.1

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the new policy entitled Title IX, #4000.1.

Approved:

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Ann M. Sweeney

## Title IX

The Board of Education agrees to comply with Title IX of the Education Amendments of 1972 and the Regulations promulgated pursuant thereto, the Board designates the Deputy Superintendent of Schools, as Compliance Officer. The Board shall, at least annually, notify all students, parents, employees and labor organizations with which it deals of the name, address and phone number of the Compliance Officer and the procedure for processing grievances.

Except as hereinafter noted, all complaints shall be addressed in writing to the Board designated Compliance Officer and he/she shall be responsible for investigating all complaints. Upon investigation, the Compliance Officer shall effectuate any changes deemed necessary to eliminate any discriminatory practices and shall inform the complainant in writing of his/her actions within ten (10) days of the receipt of such complaint.

If the complainant is not satisfied with the action of the Compliance Officer, within ten (10) days, the complainant may appeal the action of the Compliance Officer in writing to the Board of Education. The Board of Education shall hold a hearing within fifteen (15) days of receipt of such written request and shall decide what, if any, remedies are necessary to eliminate the practices deemed discriminatory. The Board shall notify the complainant in writing of its decision within ten (10) days after such a hearing.

Employees who are represented by labor organizations recognized by this Board for the purposes of collective bargaining shall process all complaints of alleged Title IX violations through the grievance procedures set forth in the applicable collective bargaining contracts.

### Legal Reference:

Title VII, Civil Rights Act, 42 U.S.C. 2000e, et seq.

29 CFR 1604.11, EEOC Guidelines on Sex Discrimination.

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

34 CFR Section 106.8(b), OCR Guidelines for Title IX.

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a) 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)

*Meritor Savings Bank. FSB v. Vinson*, 477 U.S. 57 (1986)

*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June 26, 1998)

*Gebbs v. Lago Vista Indiana School District*, No. 99-1866, (U.S. Supreme Court, June 26, 1998)

*Davis v. Monro County Board of Education*, No. 97-843, (U.S. Supreme Court, May 24, 1999.)

Connecticut General Statutes:

46a-60 Discriminatory employment practices prohibited.

10-15c Discrimination in public schools prohibited. School attendance by five-year olds. (amended by P.A. 97-247 to include "sexual orientation")

10-153 Discrimination on account of marital status.

17a-101 Protection of children from abuse.

New

4000.1

## Personnel — Certified and Non-Certified

### Title IX

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10-15c Discrimination in public schools prohibited. School attendance by five-year olds. (amended by P.A. 97-247 to include "sexual orientation")

10-153 Discrimination on account of marital status.

17a-101 Protection of children from abuse.

Policy adopted:

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON POLICY & LEGISLATION**

Item #13.2

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the revised Security Check/Fingerprinting Policy, #4112.5/4212.5.

Approved:

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Ann M. Sweeney

**Security Check/Fingerprinting**

In order to create a safe and orderly environment for students, all offers of employment will be conditional upon the successful outcome of a criminal record check. In addition, any person applying for employment with the Board shall submit to a record check of the Department of Children and Families (DCF) Child Abuse and Neglect Registry before the person may be hired.

*Note: Applicants for all positions, certified or non-certified must submit to a check of Department of Children and Families Child Abuse and Neglect Registry.*

Applicants, as required, shall make disclosures containing (1) current and past employers' contact information; (2) authorization allowing contact with such employers; and (3) statements about any past misconduct, discipline, or licensure penalties as a result of sexual misconduct or abuse allegations.

The District, prior to hiring such applicants, applicants, will (1) ensure that they complete the above stated three requirements; (2) review applicants' employment history after making a documented, good faith effort to contact previous employers for information; and (3) request any available information about applicants from SDE.

The background/reference checks shall be done in compliance with the statutory guidelines contained in Board policy #4112.51/4212.51, as amended.

District employees shall within 30 days after they are hired submit to state and national criminal checks. District students employed by the school system are exempted from this requirement.

Workers placed in a school under a public assistance employment program shall also submit to the criminal check if such individuals will have direct contact with students.

School nurses and nurse practitioners appointed by the Board or under contract with the Board shall also submit to a criminal history check pursuant to C.G.S. 29-17a.

Student teachers placed in District schools as part of completing preparation requirements for the issuance of an educator certificate shall also be required to undergo the same criminal background checks and DCF child abuse and neglect registry check already required for school employees.

A District student, employed by the District or a person employed by the Board as a teacher for a non-credit adult class or adult education activity (as defined in C.G.S. 10-67) who is not required to hold a teaching certificate, pursuant to C.G.S. 10-145b, as amended by PA 18-51, is exempt from the fingerprinting requirement.

Criminal Justice Information (CJI) is to be maintained in accordance with the administrative regulation pertaining to the use and disclosure of criminal justice information.

**Security Check/Fingerprinting, continued**

(cf. 4112.51/4212.51 - Employment/Reference Checks)

Legal Reference: Connecticut General Statutes

10-221d Criminal history records checks of school personnel. Fingerprinting. Termination or dismissed. (as amended by PA 01-173, PA 04-181 and June 19 Special Session, PA 09-1, PA 11-93, PA 16-67, PA 18-51 and PA 19-91)

29-17a Criminal history checks. Procedure. Fees.

PA 16-67 An Act Concerning the Disclosure of Certain Education Personnel Records

Criminal Justice Information Services (CJIS) Security Policy, Version 5.4, U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division, October 6, 2015.





## Personnel - Certified/Non-Certified

### Security Check/Fingerprinting

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Criminal Justice Information (CJI) is to be maintained in accordance with the administrative regulation pertaining to the use and disclosure of criminal justice information.

(cf. 4112.51/4212.51 - Employment/Reference Checks)

Legal Reference: Connecticut General Statutes

10-221d Criminal history records checks of school personnel. Fingerprinting. Termination or dismissed. (as amended by PA 01-173, PA 04-181 and June 19 Special Session, PA 09-1, PA 11-93, PA 16-67, PA 18-51 and PA 19-91)

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Criminal Justice Information Services (CJIS) Security Policy, Version 5.4, U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division, October 6, 2015.

**Policy adopted:**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON POLICY & LEGISLATION**

Item #13.3

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the revised Nepotism: Employment of Relatives Policy, #4112.8/4212.8.

Approved:

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Ann M. Sweeney

## **Nepotism: Employment of Relatives**

It is the policy of the Board of Education that individuals shall not be appointed to any full-time, part-time or temporary position which would create a supervisor/employee relationship within any one department between two individuals who are related by blood, marriage, civil union or law.

\*The term "marriage" includes a same-sex marriage that is legally recognized in Connecticut.

Persons related by blood or marriage to a Board of Education member may only be employed following full disclosure of the relationship in a public meeting. Board members and/or school administrators shall not participate in, or attempt to influence, any employment decision that has a direct affect upon a family member. This shall not preclude participation in employment decisions that have an impact on a family member only as a member of a broad group or class of employees.

As used in this policy, the word "Department" shall mean and include those levels of organization under the Superintendent's office into which the various structural areas of operation of the school district are divided.

In the event of marriage or civil union between employees of the District, creating a relationship which violates this policy, one of the persons affected must transfer to a location compatible with policy provisions, or in cases of refusal to transfer, be terminated from that location by the end of the school/fiscal year or within six months from the date the relationship was established, whichever is the greater period.

The degrees of relationship included in the above restrictions are as follows:

By Blood: Parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousin.

By Marriage: Husband, wife, stepparent, stepchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, half-sister, half-brother, uncle, aunt, nephew, niece.

By Law: Guardianship relationships, adoptive parent/child relationships, partner in a civil union, same-sex marriage.

For the purposes of this policy, a relative also includes an individual living/domiciled in the same household.

In the appointment and selection of new employees, the District shall adhere to this policy. All current supervisor/employee relationships established prior to the adoption of this policy will not be affected by this policy so long as they remain in present assignments.

(cf. 9270 - Conflict of Interest)

Legal Reference: Connecticut General Statutes

7-479 Conflicts of Interest

46b-38nn Equality of benefits, protections and responsibilities (civil unions)

46b-38oo applicability of statutes to civil unions and parties to a civil union.

*United States v. Windsor*, U.S. 133 S. Ct. 2675 (2013)

## Personnel - Certified and Non-Certified

### Nepotism: Employment of Relatives

It is the policy of the Board of Education that individuals shall not be appointed to any full-time, part-time or temporary position which would create a supervisor/employee relationship within any one department between two individuals who are related by blood, marriage, civil union or law.

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By Blood: Parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousin.

By Marriage: Husband, wife, stepparent, stepchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, half-sister, half-brother, uncle, aunt, nephew, niece.

By Law: Guardianship relationships, adoptive parent/child relationships, partner in a civil union, same-sex marriage.

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Legal Reference: Connecticut General Statutes

7-479 Conflicts of Interest

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*United States v. Windsor*, U.S. 133 S. Ct. 2675 (2013)

Policy adopted:

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON POLICY & LEGISLATION**

Item #13.4

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the revised Drug and Alcohol Testing for School Bus Drivers Policy, 4212.42.

Approved:

---

Ann M. Sweeney

**Drug and Alcohol Testing For School Bus Drivers**

The Waterbury Public School district is committed to the establishment of a drug use and alcohol misuse prevention program that meets all applicable requirements of the Omnibus Transportation Employee Testing Act of 1991 (OTETA), as maybe amended, and applicable state statutes pertaining to pre-employment and random drug testing of school bus drivers. The District shall adhere to federal and state law and regulations requiring a school bus driver's drug and alcohol testing program.

In addition to the above cited federal requirement, the Board of Education expects its school transportation carrier, by June 30, 2019, to provide training to all school bus drivers, including instruction on (1) identifying the signs and symptoms of anaphylaxis, (2) administering epinephrine by a cartridge injector ("EpiPen"), (3) notifying emergency personnel, and (4) reporting an incident involving a student's life-threatening allergic reaction.

Beginning July 1, 2019, each carrier must provide the training to school bus drivers following the issuance or renewal of a public passenger endorsement to operate a school bus for carrier employees, and upon the hiring of a school bus driver who is not employed by such carrier (e.g., subcontractor), except a driver who received the training after the most recent issuance or renewal of his or her endorsement is not required to repeat it.

As the City of Waterbury on behalf of the Waterbury Public Schools contracts bus services with a private service provider, the Board shall ensure the provider has a drug and alcohol testing program fulfilling federal regulations, and state law pertaining to a required pre-employment and random drug testing program for drivers of school buses and school transportation vehicles (STVs) that carry ten or fewer students.

**Legal Reference:**

- United States Code, Title 49
- 2717 Alcohol and controlled substances testing (Omnibus Transportation Employee Testing Act of 1991)
- Code of Federal Regulations, Title 49; section 40.85
- 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs
- 382 Controlled Substance and Alcohol Use and Testing
- 395 Hours of Service Drivers
- Holiday v. City of Modesto (1991) 229 Cal. App. 3d. 528, 540.
- International Brotherhood of Teamsters v. Department of Transportation
- 932 F. 2d 1292 (1991)
- American Trucking Association, Inc. v. Federal Highway Administration, (1995) WL 136022 (4th circuit)
- 10-212c Life-threatening food allergies and glycogen storage disease: Guidelines; district plans. (as amended by PA 18-185)
- 14-261b Drug and alcohol testing of drivers of certain vehicles, mechanics and forklift operators
- 14-276a School bus operators and operators of student transportation vehicles: Regulations: qualifications; training; drug testing.
- 52-557b Immunity from liability for emergency medical assistance first aid or medication by injection. School personnel not required to administer or render. (as amended by PA 05-144, An Act Concerning the Emergency Use of Cartridge Injectors and PA 18-185, An Act Concerning Life-Threatening Food Allergies in Schools)



## Personnel - Certified

### Drug and Alcohol Testing for School Bus Drivers

The Waterbury Public School district is committed to the establishment of a drug use and alcohol misuse prevention program that meets all applicable requirements of the Omnibus Transportation Employee Testing Act of 1991 (OTETA), as maybe amended, and applicable state statutes pertaining to pre-employment and random drug testing of school bus drivers. The District shall adhere to federal and state law and regulations requiring a school bus driver's drug and alcohol testing program.

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Legal Reference: United States Code, Title 49

2717 Alcohol and controlled substances testing (Omnibus Transportation Employee Testing Act of 1991)

Code of Federal Regulations, Title 49; section 40.85

40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs

382 Controlled Substance and Alcohol Use and Testing

395 Hours of Service Drivers

Holiday v. City of Modesto (1991) 229 Cal. App. 3d. 528, 540.

International Brotherhood of Teamsters v. Department of Transportation

932 F. 2d 1292 (1991)

American Trucking Association, Inc. v. Federal Highway Administration,  
(1995) WL 136022 (4th circuit)

10-212c Life-threatening food allergies and glycogen storage disease:  
Guidelines; district plans. (as amended by PA 18-185)

14-261b Drug and alcohol testing of drivers of certain vehicles, mechanics and  
forklift operators

14-276a School bus operators and operators of student transportation vehicles:  
Regulations: qualifications; training; drug testing.

52-557b Immunity from liability for emergency medical assistance first aid or  
medication by injection. School personnel not required to administer or render.  
(as amended by PA 05-144, An Act Concerning the Emergency Use of  
Cartridge Injectors and PA 18-185, An Act Concerning Life-Threatening Food  
Allergies in Schools)

Policy adopted:

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON POLICY & LEGISLATION**

Item #13.5

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the revised Discipline/Student Conduct Policy, #5114.

Approved:

---

Ann M. Sweeney

**Discipline/Student Conduct Policy, continued****ARTICLE 5  
DISCIPLINE**

1. **Expulsion** – The Board of Education may expel any pupil in grades three (3) to twelve (12) inclusive, except those students grades three (3) to twelve (12), inclusive, covered by Article 6 below, from school if, after a full hearing, the Board finds that his/her conduct endangers persons or property or is seriously disruptive of the educational process AND ~~or~~ is in violation of a publicized Board policy or whose conduct off school grounds is violative of such policy and is seriously disruptive of the educational process. Students who have been expelled may be eligible for an alternative educational program.

Since this is a very severe penalty it must be used with care and deliberation, and generally for one of two basic reasons: (1) to protect the school population from individuals whose behavior continually interrupts the learning process of other individuals, or (2) to help an individual understand that a constant behavior pattern is so inappropriate that the most serious disciplinary action possible must be taken.

For any student expelled for the first time and who has never been suspended: under the recommendation of a hearing officer, the Board of Education may shorten the length of or waive the expulsion period if the student successfully completes a Board specified program and meets any other conditions required by the Board.

2. **Actions Leading To Expulsion**

- a. A principal must request expulsion in cases where a student, grades three (3) through twelve (12), inclusive, has already been or exclusion will result in the student's being suspended more than ten (10) times or fifty (50) days in a school year, whichever results in fewer days of exclusion, or in circumstances under which the student will be prevented from completing a normal course of study.
- b. A principal may request expulsion for students grades three (3) through twelve (12), inclusive, in cases where the principal has cause to believe:
  - i. That the student has committed conduct which has endangered persons or property or seriously disrupted the educational process and/or has violated a publicized policy of the Board of Education, and/or;
  - ii. That the student's past conduct at school is so serious as demonstrated by repeated violation of actions leading to suspensions to indicate that he/she will endanger persons or property or seriously disrupt the educational process if allowed to remain in school; or
  - iii. that the student's conduct while off school grounds violates a policy of the Board of Education and is seriously disruptive of the educational process.

3. **Procedures Governing Expulsion**

- a. Upon receipt of an expulsion request and required school record, the Superintendent or his/her designee, shall conduct an inquiry within two (2) school days of the request. This inquiry may include an opportunity for an informal conference with the student and his/her parent or guardian.
- b. If after the inquiry, the Superintendent or designee determines that a student ought to be expelled, he/she shall forward such request to the Board of Education within five (5) days of the conclusion of the inquiry.





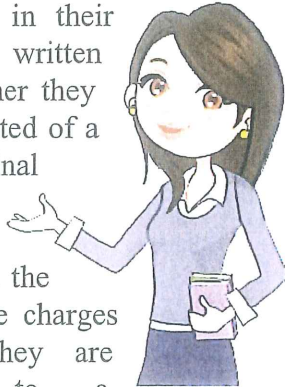
## P.A. 19-91: An Act Concerning Various Revisions and Additions to the Education Statutes

Page -3-

In addition, eligible and nongovernmental school operators may request from SBE information about (1) the applicant's employment eligibility for a certified position; (2) whether SDE knows of prior discipline for a finding of abuse, neglect, or sexual misconduct; or (3) whether SDE has received notice of criminal charges pending or criminal convictions against an applicant and information about the charges. This mirrors the current informational requests available to public and private school operators in existing law.

### §3 – Student Teachers

Student teachers completing their teacher preparation programs in their schools must give a written statement about whether they have ever been convicted of a crime or have criminal charges pending against them when they apply to work in the school, along with the charges and court where they are pending; submit to a Department of Children and Families child abuse and neglect registry check before beginning their student teaching experience; and submit, beginning July 1, 2019, to state and national criminal history records checks within 60 days before beginning student teaching. The criminal history records checks to be conducted by DESPP in accordance with state law.



### §4 – Service Providers with Direct Student Contact

The Act allows eligible school operators and nongovernmental school operators to require anyone performing a service in their schools who will have direct contact with students to

make the same disclosures and submit to the same criminal history records checks as student teachers. However, the Act specifies that these records checks must also be conducted in accordance with federal law (i.e., the National Child Protection Act of 1993) in addition to state law.

### §8 – School Governance Council Term Limits

The Act increases the term limit for voting members of school governance councils from two to four terms. By law and unchanged by the Act, voting members who are elected to the council serve two-year terms, and nonvoting student members serve no more than two one-year terms.

### §9 – Student Expulsion Criteria

Existing law allows a board of education to expel from public school a student enrolled in grades three to twelve if an impartial hearing board finds that the student's conduct (1) on school grounds or at a school-sponsored activity violates a publicized board policy or is seriously disruptive of the educational process or endangers persons or property or (2) off school grounds violates such a policy and is seriously disruptive of the educational process.

This legislation narrows the expulsion criteria for student conduct on school grounds or at a school-sponsored activity. Under the Act, the hearing board must find the student's conduct to be both (1) violative of a board policy and (2) either seriously disruptive of the educational process or endangering persons or property, rather than meeting only one of these two criteria.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON POLICY & LEGISLATION**

Item #13.6

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the new policy entitled Weapons and Dangerous Instruments, #5131.7.

Approved:

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Ann M. Sweeney

**Weapons and Dangerous Instruments**

The Board of Education determines that possession, concealment, and/or use of a weapon by a student is detrimental to the welfare and safety of the students and school personnel within the district. Possession and/or use of any dangerous or deadly weapon, firearm, or destructive device in any school building on school grounds, in any school vehicle, or at any school-sponsored activity is prohibited.

Such weapons include but are not limited to any pistol, revolver, rifle, shotgun, air gun or spring gun; slingshot; bludgeon; brass knuckles or artificial knuckles of any kind; knives having a blade of greater than two inches, any knife the blades of which can be opened by a flick of a button or pressure on the handle, or any pocketknife where the blade is carried in a partially opened position; martial arts weapon; destructive device.

A "dangerous weapon" is any weapon, device, instrument, material or substance, which under the circumstances in which it is used, attempted to be used or threatened to be used is readily capable of causing death or serious injury. A "deadly weapon" is any instrument, article or substance specifically designed for and presently capable of causing death or serious injury.

Pursuant to federal law, the term firearm includes, but is not limited to, any weapon designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or destructive device. A student who violates this policy will be reported to law enforcement authorities.

A "destructive device" is considered any device with an explosive, incendiary or poison gas component or any combination of parts either designed or intended for use in converting any device into any destructive device or from which a destructive device may be readily assembled. A destructive device does not include any device which is designed primarily for use as a signaling, pyrotechnic, line-throwing, safety or similar device.

The possession or use of any such weapon or devices will require that the proceedings for the suspension and/or expulsion of the student involved will be initiated immediately by the principal. If the student is found to have possessed a firearm or other dangerous weapon as defined in Connecticut General Statutes 53a-3 in violation of 29-35 or 53-206, in or on the real property of a school or at any school activity as defined in Connecticut General Statutes 10-233a, he/she must be expelled for one calendar year. The Board of Education or hearing board may modify the period of expulsion on a case by case basis. To comply with federal law, any finding of an exception shall be reduced to writing. All legal restrictions and requirements will be adhered to pertaining to special education students.

The Board shall consider a student's conduct off school grounds that is seriously disruptive of the educational process and is violative of publicized policies of the Board as grounds for expulsion.

## **Weapons and Dangerous Instruments**

(cf. 5114 - Suspension/Expulsion)

(cf. 5145.12 - Search and Seizure)

### Legal Reference:

Connecticut General Statutes

10-221 Boards of education to prescribe rules.

10-233a through 10-233f - Expulsion as amended by PA 95-304

53a-3 Definitions.

53a-217b - Possession of firearms and deadly weapons on school grounds

53-206 Carrying and sale of dangerous weapons.

PA 94-221 An Act Concerning School Discipline and Safety.

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2006)

GOALS 2000: Educate America Act

18 U.S.C. 921 Definitions.

20 U.S.C. §7961, The Gun-Free School Act, 8561 of the Every Student Succeeds Act.

Youth Handgun Safety Act, 18 U.S.C. §§ 922(x), 924(a)(6) (2006)

Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117



*A mandated policy to consider.*

## **Students**

### **Weapons and Dangerous Instruments**

The Board of Education determines that possession, concealment, and/or use of a weapon by a student is detrimental to the welfare and safety of the students and school personnel within the district. Possession and/or use of any dangerous or deadly weapon, firearm, or destructive device in any school building on school grounds, in any school vehicle, or at any school-sponsored activity is prohibited.

Such weapons include but are not limited to any pistol, revolver, rifle, shotgun, air gun or spring gun; slingshot; bludgeon; brass knuckles or artificial knuckles of any kind; knives having a blade of greater than two inches, any knife the blades of which can be opened by a flick of a button or pressure on the handle, or any pocketknife where the blade is carried in a partially opened position; martial arts weapon; destructive device.

Pursuant to federal law, the term firearm includes, but is not limited to, any weapon designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or destructive device. A student who violates this policy will be reported to law enforcement authorities.

A "destructive device" is considered any device with an explosive, incendiary or poison gas component or any combination of parts either designed or intended for use in converting any device into any destructive device or from which a destructive device may be readily assembled. A destructive device does not include any device which is designed primarily for use as a signaling, pyrotechnic, line-throwing, safety or similar device.

The possession or use of any such weapon or devices will require that the proceedings for the suspension and/or expulsion of the student involved will be initiated immediately by the principal. If the student is found to have possessed a firearm or other dangerous weapon as defined in Connecticut General Statutes 53a-3 in violation of 29-35 or 53-206, in or on the real property of a school or at any school activity as defined in Connecticut General Statutes 10-233a, he/she must be expelled for one calendar year. The Board of Education or hearing board may modify the period of expulsion on a case by case basis. To comply with federal law, any finding of an exception shall be reduced to writing. All legal restrictions and requirements will be adhered to pertaining to special education students.

The Board shall consider a student's conduct off school grounds that is seriously disruptive of the educational process or is violative of publicized policies of the Board as grounds for expulsion.

## Students

### Weapons and Dangerous Instruments (continued)

#### *Additional optional language to consider:*

Weapons under the control of law enforcement personnel are permitted. The Superintendent may authorize other persons to possess weapons for courses, programs and activities approved by the District and conducted on District property.

In accordance with the federal Gun-Free School Zone Act, possession or discharge of a firearm in a school zone is prohibited. A “school zone” is defined by federal law, means in/on school grounds or within 1,000 feet of school grounds.

“Gun-Free School Zone” signs will/may be posted in cooperation with city/town officials as appropriate. Violations, unless otherwise excepted by law or this policy, shall be reported to the appropriate law enforcement agency.

(cf. 5114 - Suspension/Expulsion)

(cf. 5145.12 - Search and Seizure)

Legal Reference:     Connecticut General Statutes  
                          10-221 Boards of education to prescribe rules.  
                          10-233a through 10-233f - Expulsion as amended by PA 95-304  
                          53a-3 Definitions.  
                          53a-217b - Possession of firearms and deadly weapons on school grounds  
                          53-206 Carrying and sale of dangerous weapons.  
                          PA 94-221 An Act Concerning School Discipline and Safety.  
                          Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q)  
                          (2006)  
                          GOALS 2000: Educate America Act  
                          18 U.S.C. 921 Definitions.  
                          20 U.S.C. §7961, The Gun-Free School Act, 8561 of the Every Student  
                          Succeeds Act.  
                          Youth Handgun Safety Act, 18 U.S.C. §§ 922(x), 924(a)(6) (2006)  
                          Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-  
                          7117

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON POLICY & LEGISLATION**

Item #13.7

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the removal of the Special Education Policy, #6171, and replace with the new policy Individualized Education Program/Special Education Program, #6159.

Approved:

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Ann M. Sweeney

**Individualized Education Program/Special Education Program**

Any child, whether a student of the school district, of pre-school age, or between the ages of three and 21 years of age, inclusive, but not attending district schools, who is identified as being in need of a special program shall be referred to a "special education planning and placement team" (PPT) which shall make an evaluative study to determine whether the child is a child with a disability as defined in state and federal statutes and if special education is required and to establish the scope of the special education program.

A parent/guardian of a child, the State Department of Education, other state agencies available to District may initiate a request for an initial evaluation to determine if the child is a child with a disability. Initial evaluations using a variety of assessment tools and measures to gather relevant functional, developmental, and academic information, must be completed within 60 calendar days of the receipt of written parental consent, for the initial evaluation; or implement the student's IEP within 45 school days of a referral, (not counting the time necessary to obtain written parental consent to conduct the initial evaluation or to begin providing special education). The 45 school day requirement begins after the District receives a completed and signed PPT referral form or letter requesting a referral to the PPT process or per a timeline determined by the State. Exceptions to this timeframe include children moving between school districts and parental refusal to make a child available for evaluation, as provided by law. Assessments for disabled children who are transfer students shall be coordinated between the sending or receiving district in an expeditious manner.

The timeline for implementation of an IEP must occur within 60 school days of the PPT referral in those situations in which a student's IEP requires an out-of-district or private placement (not including the time it takes to obtain written parental consent).

The District will provide parents/guardians with State Department of Education information and resources relating to IEPs as soon as a child is identified as requiring special education.

**Planning and Placement Team or Individualized Education Program Team**

The term "individualized education program team" or "IEP Team" means a group of individuals composed of –

- (i) the parents/guardians of a child with a disability;
- (ii) not less than one regular education teacher of such child (if the child is, or may be, participating in the regular education environment);
- (iii) not less than one special education teacher, or where appropriate, not less than one special education provider of such child;
- (iv) a representative of the local educational agency who -
  - (I) is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
  - (II) is knowledgeable about the general education curriculum; and

**Individualized Education Program/Special Education Program, continued**

- (III) is knowledgeable about the availability of resources of the local educational agency.
- (v) an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in clauses (ii) through (vi);
- (vi) at the discretion of the parent/guardian or the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate;
- (vii) the school paraprofessional, if any, assigned to such child, and
- (viii) whenever appropriate, the child with a disability.

NOTE: An IEP Team member is not required to attend all or part of an IEP meeting if the parents/guardians and District agree that the team member's participation is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. If the meeting does involve a modification or discussion of the member's area of the curriculum or related services, parents/guardians and the District can agree to excuse the member from attending all or part of the meeting if the member submits written input to the parent/guardian and the IEP Team prior to the meeting. Parental consent in writing is required in either case.

In addition to the above, the special education specialist, school psychologist, school nurse, school social worker, counselor, or other student service worker who has conducted an assessment of the student shall participate whenever the results or recommendations based on such assessment are significant to the development of the student's individualized education program and placement. Where the student is limited or non-English speaking, a district representative who is fluent in the student's primary language and who is knowledgeable about the process of second-language acquisition and competent in the assessment of limited English and non-English speaking individuals should be included.

The parent/guardian or surrogate parent shall be given at least five (5) school days' prior notice of any PPT meeting and shall have the right to be present and participate in all portions of such meetings at which an educational program for their child is developed, reviewed or revised. In addition, parents/guardians or surrogate parents have the right to be present at and participate in all portions of the PPT meeting at which an educational program for their child is developed, reviewed or revised. In addition, the parent/guardian/surrogate shall have advisors and the child's assigned paraprofessional, if any, be present at and participate in all portions of the PPT meeting in which the child's educational program is developed, reviewed or revised.

The District shall offer to meet with the student's parents/guardians, upon the request of the parents/guardians, after the student has been assessed for possible placement in special education and before the Planning and Placement Team (PPT) meets. The sole purpose of such meeting is to discuss the PPT process and any concerns the parent/guardian has about the student. The meeting will involve a member of the PPT designated by the District before the referral PPT

**Individualized Education Program/Special Education Program, continued**

meeting at which the student's assessments and evaluations will be discussed for the first time. This applies to students under evaluation for possible placement in special education.

Upon request of a parent/guardian, the District will provide the results of the assessments and evaluations used in the determination of eligibility for special education of a student at least three (3) school days before the referral PPT meeting at which such results of the assessment and evaluations will be discussed for the first time.

Parents/Guardians and the District may agree to conduct IEP meetings, and other meetings, through alternative means, such as including but not limited to, videoconferences or conference calls.

(a) **General.** The IEP for each child must include -

- (1) An accurate statement of the child's present levels of academic achievement and functional performance based upon parental provider information, current classroom-based, local, state assessments and classroom-based observations, including -
  - (i) How the child's disability affects the child's involvement and progress in the general education curriculum; or
  - (ii) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
- (2) A statement of measurable annual academic and functional goals that aim to improve educational results and functional performance for each child with a disability, related to -
  - (i) Meeting the child's needs that result from the child's disability to enable the child to be involved in and progress in the general education curriculum;
  - (ii) Meeting each of the child's other educational needs that result from the child's disability; and
  - (iii) Providing a meaningful opportunity for the child to meet challenging objectives.

*Alternate Assessments*

- (iii) A statement of "benchmarks or short-term objectives" is required only with respect to students with disabilities who take alternate assessments aligned with alternate achievement standards.

If a child will participate in alternate assessments based on either general or alternate achievement standards, the IEP must explain why the child cannot

**Individualized Education Program/Special Education Program, continued**

participate in the regular assessment and why the alternate assessment selected is appropriate for the child.

The IEP/PPT Team may only recommend appropriate accommodation or use of alternate assessment, but may not exempt students with disabilities from the state assessment.

- (3) A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child and a statement of the program modifications or supports for school personnel that will be provided for the child -
  - (i) To advance appropriately toward attaining the annual goals;
  - (ii) To be involved and progress in the general curriculum in accordance with paragraph (a)(1) of this section and to participate in extracurricular and other nonacademic activities; and
  - (iii) To be educated and participate with other children with disabilities and non-disabled children in the activities described in this paragraph;
- (4) A school must offer an IEP that is "reasonable calculated to enable a child to make progress appropriate in light of the child's circumstances." The child's educational program must be appropriately ambitious in light of his/her circumstances and every child should have the chance to meet challenging objectives. The IEP Team, in determining whether an IEP is reasonably calculated to enable a child to make progress should consider the child's:
  - Previous rate or academic growth,
  - Progress towards achieving or exceeding grade-level proficiency,
  - Behaviors, if any, interfering with the child's progress, and
  - Parent's/Guardian's input and any additional information provided by such parents.
- (5) An explanation of the extent, if any, to which the child will not participate with non-disabled children in the regular class and in the activities described in paragraph (a) (3) of this section;
- (6) A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in the assessment; and

**Individualized Education Program/Special Education Program, continued**

- (7) The projected date for the beginning of the services and modifications described in paragraph (a)(3) of this section, and the anticipated frequency, location, and duration of those services and modifications; and
  - (8) A statement of -
    - (i) How the child's progress toward the annual goals described in paragraph (a)(2) of this section will be measured; and
    - (ii) How the child's parents/guardians will be regularly informed (through such means as periodic report cards), at least as often as parents/guardians are informed of their non-disabled children's progress, of -
      - (A) Their child's progress toward the annual goals; and
      - (B) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year
  - (9) Reevaluation of a student's progress may not occur more than once a year unless agreed to by the parents/guardians and the District. Reevaluation must occur at least once every three years unless the parent/guardian and District agree that it is unnecessary.
- (b) ***Transition services.***
- (1) The IEP must include -
    - (i) For each student beginning not later than the first IEP to be in effect when the child is sixteen, and younger if appropriate, and updated annually, thereafter, appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and
    - (ii) For each student beginning not later than the first IEP to be in effect when the child is sixteen, (or younger, if determined appropriate by the IEP Team), a statement of needed transition services for the student, including courses of study, needed to assist the child in reaching these goals:
    - (iii) For each student, who is at least fourteen years of age, and diagnosed with autism spectrum disorder, beginning not later than the date on which the first IEP takes effect, a statement of transition service needs which shall include appropriate transition assessments related to training, education, employment and where appropriate, independent living skills. In addition, the statement of transition needs shall include the transition services, including courses of study, needed to assist a child in reaching those goals. Such IEP shall be updated annually.



**Individualized Education Program/Special Education Program, continued**

- (iv) For a student no longer eligible for services due to graduation from high school with a regular diploma or for a student who exceeds the age of eligibility under State law, a summary of the student's academic achievement and functional performance including recommendations on how to assist the student in meeting his/her postsecondary goals.
- (2) If the IEP team determines that services are not needed in one or more of the areas specified in §300.27(c)(1) through (c)(4), the IEP must include a statement to that effect and the basis upon which the determination was made.
- (c) ***Transfer of rights.*** Beginning not later than one year before a student reaches the age of majority under State law, the student's IEP must include a statement that the student has been informed of his or her rights under this title if any, that will transfer to the student on reaching the age of majority, consistent with §615(m)
- (d) ***Students with disabilities convicted as adults and incarcerated in adult prisons.*** Special rules concerning the content of IEP's for students with disabilities convicted as adults and incarcerated in adult prisons are contained §612(a)(5)A.
- (e) ***Students with disabilities identified as deaf or hearing impaired.*** For a child identified as deaf or hearing impaired, the PPT shall develop an IEP which includes a language and communication plan which shall address;
  - (i) the child's primary language or mode of communication;
  - (ii) opportunities for direct communication between the child and his/her peers and professional personnel in the primary child's language or mode of communication;
  - (iii) educational options available to the child;
  - (iv) the qualifications of teachers and other professional personnel administering the plan for the child, including their proficiency in the child's primary language or mode of communication;
  - (v) the accessibility of academic instruction, school services and extracurricular activities to the child;
  - (vi) Assistive devices and services for the child;
  - (vii) Communication and physical environment accommodations for the child; and
  - (viii) An emergency communications plan that includes procedures for alerting the child of an emergency situation and ensuring that the specific needs of the child are met during the emergency situation. Such plan is to be developed for a student identified as deaf, hard of hearing, or both blind or visually impaired and deaf.

**Individualized Education Program/Special Education Program, continued****Transfers**

When an individual has been on an IEP in another school district, the PPT shall make an evaluative study of the student and develop an IEP for the student as though the student were newly referred, but the PPT may use the previous IEP (if available) in developing the new one. If the transfer involves districts within Connecticut, the District will provide services “comparable to those described in the previously held IEP,” until the District adopts the previously held IEP or develops, adopts, and implements a new IEP. If the student has transferred from another state, the District will provide services “comparable to those described in the previously held IEP,” until the District conducts an evaluation, if deemed necessary, and if appropriate, develops a new IEP. If a student who is on an IEP transfers from this district to another, or to a private school, the written IEP and any additional records relating to the student's program and achievement shall be forwarded to the receiving school on the request of the receiving school and the individual's parent or guardian.

**Independent Educational Assessment**

If an independent educational assessment is necessary, it shall be conducted by a Connecticut credentialed or licensed professional examiner who is not employed by and does not routinely provide assessment for the State Department of Education or this District.

**Legal Reference:**

Connecticut General Statutes:

10-76a Definitions

10-76b State supervision of special education programs and services. Regulations. (as amended by PA 12-173)

10-76d Duties and powers of Boards of Education to provide special education programs and services. (as amended by June Special Session PA 15-5, Section 277 and PA 19-49)

10-76ff Procedures for determining if a child requires special education

10-76g State aid for special education.

10-76h Special education hearing and review procedure.

PA 12-173 An Act Concerning Individualized Education Programs and Other Issues Relating to Special Education

10-76jj Language and communication plan as part of individualized education program for child identified as deaf or hard of hearing (as amended by PA 19-184)

SDE Guidance Addressing Timeline for Initial Evaluations, Dec. 21, 2018

State Board of Education Regulations:

34 C.F.R. 300 et seq. Assistance to States for Education of Handicapped Children.

300.14 Special education definitions.

300.340-349 Individualized education programs.

300.503 Independent educational assessment.

300.533 Placement procedures.

300.550-556 Least restrictive environment.

P.L. 108-446 The Individuals with Disabilities Education Improvement Act of 2004

## Instruction

*Proposed  
either 6159 or 6171  
required*

### Individualized Education Program/Special Education Program

Any child, whether a student of the school district, of pre-school age, or between the ages of three and 21 years of age, inclusive, but not attending district schools, who is identified as being in need of a special program shall be referred to a "special education planning and placement team" (PPT) which shall make an evaluative study to determine whether the child is a child with a disability as defined in state and federal statutes and if special education is required and to establish the scope of the special education program.

A parent of a child, the State Department of Education, other state agencies available to District may initiate a request for an initial evaluation to determine if the child is a child with a disability. Initial evaluations using a variety of assessment tools and measures to gather relevant functional, developmental, and academic information, must be completed within 60 calendar days of the receipt of written parental consent, for the initial evaluation; or implement the student's IEP within 45 school days of a referral, (not counting the time necessary to obtain written parental consent to conduct the initial evaluation or to begin providing special education). The 45 school day requirement begins after the District receives a completed and signed PPT referral form or letter requesting a referral to the PPT process or per a timeline determined by the State. Exceptions to this timeframe include children moving between school districts and parental refusal to make a child available for evaluation, as provided by law. Assessments for disabled children who are transfer students shall be coordinated between the sending or receiving district in an expeditious manner.

The timeline for implementation of an IEP must occur within 60 school days of the PPT referral in those situations in which a student's IEP requires an out-of-district or private placement (not including the time it takes to obtain written parental consent).

The District will provide parents/guardians with State Department of Education information and resources relating to IEPs as soon as a child is identified as requiring special education.

### Planning and Placement Team or Individualized Education Program Team

The term "individualized education program team" or "IEP Team" means a group of individuals composed of -

- (i) the parents of a child with a disability
- (ii) not less than one regular education teacher of such child (if the child is, or may be, participating in the regular education environment);
- (iii) not less than one special education teacher, or where appropriate, not less than one special education provider of such child;

- (iv) a representative of the local educational agency who -
  - (I) is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
  - (II) is knowledgeable about the general education curriculum; and
  - (III) is knowledgeable about the availability of resources of the local educational agency;
- (v) an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in clauses (ii) through (vi);
- (vi) at the discretion of the parent or the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
- (vii) the school paraprofessional, if any, assigned to such child, and
- (viii) whenever appropriate, the child with a disability.

NOTE: An IEP Team member is not required to attend all or part of an IEP meeting if the parents and District agree that the team member's participation is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. If the meeting does involve a modification or discussion of the member's area of the curriculum or related services, parents and the District can agree to excuse the member from attending all or part of the meeting if the member submits written input to the parent and the IEP Team prior to the meeting. Parental consent in writing is required in either case.

In addition to the above, the special education specialist, school psychologist, school nurse, school social worker, counselor, or other student service worker who has conducted an assessment of the student shall participate whenever the results or recommendations based on such assessment are significant to the development of the student's individualized education program and placement. Where the student is limited or non-English speaking, a district representative who is fluent in the student's primary language and who is knowledgeable about the process of second-language acquisition and competent in the assessment of limited English and non-English speaking individuals should be included.

The parent/guardian or surrogate parent shall be given at least five (5) school days' prior notice of any PPT meeting and shall have the right to be present and participate in all portions of such meetings at which an educational program for their child is developed, reviewed or revised. In addition, parents/guardians or surrogate parents have the right to be present at and participate in all portions of the PPT meeting at which an educational program for their child is developed, reviewed or revised. In addition, the parent/guardian/surrogate shall have advisors and the child's assigned paraprofessional, if any, be present at and participate in all portions of the PPT meeting in which the child's educational program is developed, reviewed or revised.

The District shall offer to meet with the student's parents/guardians, upon the request of the parents/guardians, after the student has been assessed for possible placement in special education and before the Planning and Placement Team (PPT) meets. The sole purpose of such meeting is to discuss the PPT process and any concerns the parent/guardian has about the student. The meeting will involve a member of the PPT designated by the District before the referral PPT meeting at which the student's assessments and evaluations will be discussed for the first time. This applies to students under evaluation for possible placement in special education.

Upon request of a parent/guardian, the District will provide the results of the assessments and evaluations used in the determination of eligibility for special education of a student at least three (3) school days before the referral PPT meeting at which such results of the assessment and evaluations will be discussed for the first time.

Parents/Guardians and the District may agree to conduct IEP meetings, and other meetings, through alternative means, such as including but not limited to, videoconferences or conference calls.

(a) **General.** The IEP for each child must include -

(1) An accurate statement of the child's present levels of academic achievement and functional performance based upon parental provider information, current classroom-based, local, state assessments and classroom-based observations, including -

(i) How the child's disability affects the child's involvement and progress in the general education curriculum; or

(ii) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;

(2) A statement of measurable annual academic and functional goals that aim to improve educational results and functional performance for each child with a disability, related to -

(i) Meeting the child's needs that result from the child's disability to enable the child to be involved in and progress in the general education curriculum;

(ii) Meeting each of the child's other educational needs that result from the child's disability; and

(iii) Providing a meaningful opportunity for the child to meet challenging objectives.

#### *Alternate Assessments*

(iii) A statement of "benchmarks or short-term objectives" is required only with respect to students with disabilities who take alternate assessments aligned with alternate achievement standards.

If a child will participate in alternate assessments based on either general or alternate achievement standards, the IEP must explain why the child cannot participate in the regular assessment and why the alternate assessment selected is appropriate for the child.

The IEP/PPT Team may only recommend appropriate accommodation or use of alternate assessment, but may not exempt students with disabilities from the state assessment.

(3) A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child and a statement of the program modifications or supports for school personnel that will be provided for the child -

- (i) To advance appropriately toward attaining the annual goals;
- (ii) To be involved and progress in the general curriculum in accordance with paragraph (a)(1) of this section and to participate in extracurricular and other nonacademic activities; and
- (iii) To be educated and participate with other children with disabilities and non-disabled children in the activities described in this paragraph;

(4) A school must offer an IEP that is "reasonably calculated to enable a child to make progress appropriate in light of the child's circumstances." The child's educational program must be appropriately ambitious in light of his/her circumstances and every child should have the chance to meet challenging objectives. The IEP Team, in determining whether an IEP is reasonably calculated to enable a child to make progress should consider the child's:

- Previous rate or academic growth,
- Progress towards achieving or exceeding grade-level proficiency,
- Behaviors, if any, interfering with the child's progress, and
- Parent's input and any additional information provided by such parents.

(5) An explanation of the extent, if any, to which the child will not participate with non-disabled children in the regular class and in the activities described in paragraph (a) (3) of this section;

(6) (i) A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in the assessment; and

(7) The projected date for the beginning of the services and modifications described in paragraph (a)(3) of this section, and the anticipated frequency, location, and duration of those services and modifications; and

8) A statement of -

(i) How the child's progress toward the annual goals described in paragraph (a)(2) of this section will be measured; and

(ii) How the child's parents will be regularly informed (through such means as periodic report cards), at least as often as parents are informed of their non-disabled children's progress, of -

(A) Their child's progress toward the annual goals; and

(B) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year

(9) Reevaluation of a student's progress may not occur more than once a year unless agreed to by the parents and the District. Reevaluation must occur at least once every three years unless the parent and District agree that it is unnecessary.

(b) ***Transition services.***

(1) The IEP must include -

(i) For each student beginning not later than the first IEP to be in effect when the child is sixteen, and younger if appropriate, and updated annually, thereafter, appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and

(ii) For each student beginning not later than the first IEP to be in effect when the child is sixteen, (or younger, if determined appropriate by the IEP Team), a statement of needed transition services for the student, including courses of study, needed to assist the child in reaching these goals:

(iii) For each student, who is at least fourteen years of age, and diagnosed with autism spectrum disorder, beginning not later than the date on which the first IEP takes effect, a statement of transition service needs which shall include appropriate transition assessments related to training, education, employment and where appropriate, independent living skills. In addition, the statement of transition needs shall include the transition services, including courses of study, needed to assist a child in reaching those goals. Such IEP shall be updated annually.



(iv) For a student no longer eligible for services due to graduation from high school with a regular diploma or for a student who exceeds the age of eligibility under State law, a summary of the student's academic achievement and functional performance including recommendations on how to assist the student in meeting his/her postsecondary goals.

(2) If the IEP team determines that services are not needed in one or more of the areas specified in §300.27(c)(1) through (c)(4), the IEP must include a statement to that effect and the basis upon which the determination was made.

(c) ***Transfer of rights.*** Beginning not later than one year before a student reaches the age of majority under State law, the student's IEP must include a statement that the student has been informed of his or her rights under this title if any, that will transfer to the student on reaching the age of majority, consistent with §615(m)

(d) ***Students with disabilities convicted as adults and incarcerated in adult prisons.*** Special rules concerning the content of IEP's for students with disabilities convicted as adults and incarcerated in adult prisons are contained §612(a)(5)A.

(e) ***Students with disabilities identified as deaf or hearing impaired.*** For a child identified as deaf or hearing impaired, the PPT shall develop an IEP which includes a language and communication plan which shall address;

- (i) the child's primary language or mode of communication;
- (ii) opportunities for direct communication between the child and his/her peers and professional personnel in the primary child's language or mode of communication;
- (iii) educational options available to the child;
- (iv) the qualifications of teachers and other professional personnel administering the plan for the child, including their proficiency in the child's primary language or mode of communication;
- (v) the accessibility of academic instruction, school services and extracurricular activities to the child;
- (vi) Assistive devices and services for the child;
- (vii) Communication and physical environment accommodations for the child; and
- (viii) An emergency communications plan that includes procedures for alerting the child of an emergency situation and ensuring that the specific needs of the child are met during the emergency situation. Such plan is to be developed for a student identified as deaf, hard of hearing, or both blind or visually impaired and deaf.



## Transfers

When an individual has been on an IEP in another school district, the PPT shall make an evaluative study of the student and develop an IEP for the student as though the student were newly referred, but the PPT may use the previous IEP (if available) in developing the new one. If the transfer involves districts within Connecticut, the District will provide services "comparable to those described in the previously held IEP," until the District adopts the previously held IEP or develops, adopts, and implements a new IEP. If the student has transferred from another state, the District will provide services "comparable to those described in the previously held IEP," until the District conducts an evaluation, if deemed necessary, and if appropriate, develops a new IEP. If a student who is on an IEP transfers from this district to another, or to a private school, the written IEP and any additional records relating to the student's program and achievement shall be forwarded to the receiving school on the request of the receiving school and the individual's parent or guardian.

## Independent Educational Assessment

If an independent educational assessment is necessary, it shall be conducted by a Connecticut credentialed or licensed professional examiner who is not employed by and does not routinely provide assessment for the State Department of Education or this District.

Legal Reference: Connecticut General Statutes

### 10-76a Definitions

10-76b State supervision of special education programs and services. Regulations. (as amended by PA 12-173)

10-76d Duties and powers of Boards of Education to provide special education programs and services. (as amended by June Special Session PA 15-5, Section 277 and PA 19-49)

10-76ff Procedures for determining if a child requires special education

10-76g State aid for special education.

10-76h Special education hearing and review procedure.

PA 12-173 An Act Concerning Individualized Education Programs and Other Issues Relating to Special Education

10-76jj Language and communication plan as part of individualized education program for child identified as deaf or hard of hearing (as amended by PA 19-184)

SDE Guidance Addressing Timeline for Initial Evaluations, Dec. 21, 2018

State Board of Education Regulations

34 C.F.R. 300 et seq. Assistance to States for Education of Handicapped Children.

300.14 Special education definitions.

300.340-349 Individualized education programs.

300.503 Independent educational assessment.

300.533 Placement procedures.

300.550-556 Least restrictive environment.

P.L. 108-446 The Individuals with Disabilities Education Improvement Act of 2004

**Policy adopted:**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #14.1

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

Abate, Jason – WSMS Volleyball, effective 09/17/19.  
Dickey, Ryan – KHS Head Girls Swimming, effective 09/24/19.  
Elsemore, Lisa – WSMS Cross Country, effective 09/30/19.  
Imperato, Christian – WHS JV Boys Soccer, effective 09/17/19.  
Ocasio, Matthew – CHS Head Girls Basketball, effective 12/02/19.  
Sharkis, Daniel – WHS Assistant Football Coach, effective 09/23/19.  
Sylvester, David – WCA Head Boys Soccer, effective 09/25/19.

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #14.2

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

Berman, Michelle – Title I Tutor, part-time, \$33 p/hr, non-union and w/o benefits.

Darabaner, Mati – Title I Tutor, part-time, \$33 p/hr, non-union and w/o benefits.

Kaso, Klea – Parent Liaison, Generalist, full-time, salary and benefits governed by the UPSEU agreement.

Medina, Ketzaly – HR Generalist, \$55,000 annually, full-time, non-union with benefits, funded by Title II Grant.

Rosa, Jennifer – Site Administrator, NEMS 21st Century After School Program, salary per SAW contract.

Stanley, Arla – Secretary 3, Homeless, part-time, \$16.39 p/hr, non-union and w/o benefits, funded by Title I.

Willner, Devora – Title I Tutor, part-time, \$33 p/hr, non-union and w/o benefits.

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #14.3

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Waterbury Career Academy After-school STEM Program appointments, funded by Alliance Grant:

Joseph Russo – Program Administrator  
Kay Ann Hewell-Walker – Sub Administrator

*Teachers:*

Kay Ann Hewell-Walker – Technology  
Alyssa Generali -Technology  
Michele Neff – Media Specialist  
Rodney Yatsenick – Substitute Math  
Nora DeFrancesco – Substitute

Jose Ferreira – Technology  
Stephanie Simms – Technology  
Alex Shungu – Science  
Kendra O' Brien – Substitute  
Louis Pontecorvo – Substitute

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.4

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Rotella After School Programs (Enrichment and Academics) appointments – Session 1, September 30 through December 5, 2019 – Monday through Thursday:

*Administrator:* Robin Henry, Principal (Dana Wallace-sub if needed)  
*A/V Tech:* Bryan Michaud  
*Grants Facilitator/Clerical:* Jean Zastaury

*Teachers – Enrichment and/or Academics:*

|                    |                        |                |
|--------------------|------------------------|----------------|
| Ellen Barrett      | Christine DeSanto      | Rebecca Hanlon |
| Ashley McLaren     | Christina Michaud      | Terri Miller   |
| Mary Monroe        | Suzanne Newman         | Jodi Sarlo     |
| Danielle Toussaint | Monica Santovasi (sub) |                |

*Aides/Paras*

|               |                  |                |
|---------------|------------------|----------------|
| Debra Begin   | Jennifer DeJesus | Linda Generali |
| Lauren Martin | Lisa Meehan      |                |

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #14.5

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following  
Reed's Family Resource Center's Books and Basketball Program appointments,  
October 1 thru November 7, 2019, 7:00 a.m. to 8:05 a.m.:

Director - Latasha Martinez  
Para Assistant - Deborah Price

Certified Teacher - Melissa Steffero  
Sub - Janice Marino-Turrell

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #14.6

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Reed's Family Resource Center's Art After School Program appointments, October 15 thru November 21, 3:00 pm to 4:30 pm, Tuesday – Thursday:

Certified Teacher – Cindy Albizu  
Para Assistant – Kristin Canfield  
Sub - Janice Marino-Turrell

Para Assistant – Gina Farrington  
Sub – Debbie Price

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #14.7

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Wilson's Family Resource Center's Books and Basketball Program appointments, October 21 thru November 26, 2019, 7:00 a.m. to 8:00 a.m., Monday-Thursday:

Director – Cheryl Philips  
Para – Rebecca James  
Basic Skills Coach/Title – Amy Densmore

Certified Teacher – Kelly Fengler  
Para – Donna Orsatti

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.8

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following teacher new hires:

| <u>Name</u> |          | <u>Assignment</u> |                | <u>Effective</u> |
|-------------|----------|-------------------|----------------|------------------|
| Cornacchio  | Mark     | Crosby            | Social Studies | 09/26/2019       |
| Iannantuoni | Jolee    | Wallace           | Gr. 6 English  | 09/23/2019       |
| Ingala      | Matthew  | Wallace           | Special Ed     | 08/29/2019       |
| Jackson     | Sarah    | Bucks Hill        | Bil Gr 2       | 08/22/2019       |
| Liu         | Yee      | Rotella           | Special Ed.    | 09/30/2019       |
| Rogers      | Kimberly | Reed              | Gr. 1          | 10/07/2019       |

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #14.9

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

Inman, Scott - CHS Math, effective 01/24/2020.

Lescoe, Jane – WSMS ELA, effective 11/01/19.

Nolan, Madeline – CHS PE/Heath, effective 06/60/2020.

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #14.10

October 17, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

Arbachauskas, Mary – Bucks Hill Special Ed, effective 10/18/19.  
Atkins, Richard – NEMS Social Studies, effective 09/26/19.  
Baghdady, Amanda – WHS General Science, effective 09/23/19.  
Calash, Dana – Wilson Library Media Specialist, effective 10/24/19.  
Dublin, Laurence – Wilson Grade 5, effective 09/27/19.  
Frederick, Sarah – NEMS Art, effective 10/30/19.  
Hansard, Cyndi – Regan/Washington Library Media Specialist, eff. 09/26/19.  
Harrison, Rebecca – WMS Grade 6 ELA, effective 09/12/19.  
Nicholson, David – WCA Physics, effective 09/27/19.  
Roberts, Sharon Ashley – CHS Special Education, effective 10/03/19.  
Thompson, Ainsworth – WMS Math, effective 10/28/19.

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# Communications



Packet week ending: 10/15/19



# Connecticut Association of Boards of Education

*Vincent A. Mustaro, Senior Staff Associate for Policy Services*

## PRESENTS POLICY HIGHLIGHTS

October 4, 2019

Volume 19 – Issue #8

**New School Safety District Guide Released:** On September 25, 2019, the U.S. Department of Education, along with the U.S. Departments of Justice, Homeland Security, and Health and Human Services, released a new planning guide to help districts support schools developing and maintaining customized emergency operations plans (EOPs). The new planning guide, *The Role of Districts in Developing High-Quality School Emergency Operations Plans (District Guide)* delivers on an interagency recommendation from the Federal Commission on School Safety's final report to provide resources to assist schools and school districts in developing customized school EOPs with their community partners, such as first responders.

The press release from the U.S. Department of Education states that "School EOPs are designed to proactively address a variety of hazards and threats and formalize the roles and responsibilities of those schools, school districts and community partners with responsibilities in school safety, before, during and after possible emergencies and address prevention, mitigation, protection, response and recovery."

Further, "The *District Guide* serves as a complement to the *Guide for Developing High-Quality School Emergency Operations Plans (School Guide)* and provides information that can assist school districts in fulfilling both their individual and shared emergency planning responsibilities. Specifically, the *District Guide* complements the earlier *School Guide* by recommending specific roles and responsibilities for district-level administrators and staffs.

Source: "Trump Administration Releases School Safety District Guide," U. S. Department of Education, press release, September 25, 2019.

**Policy Implications:** Keeping students safe is a sacred responsibility as well as a key lever in driving academic achievement. Research supports the fact that children learn best in schools where they feel safe and supported. In addition, annually the PDK Poll of the Public's Attitudes Toward the public Schools indicated that parents place school safety high on their list of concerns.

A comprehensive approach to school safety is necessary. Such approach must involve a focus on positive school climate, emergency response preparedness and supporting students and their families after an incident occurs.

School culture is essential in a comprehensive approach to school safety. Student achievement and high school graduation rates improve in a positive school climate. To develop a positive culture, it is necessary to integrate social-emotional learning into instruction and school management. Respectful, trusting relationships between students and adults must be fostered and maintained.

As we soon enter into another budget-preparation cycle, it must be stressed that the making of a positive school climate becomes and remain a districtwide priority that is included in strategic plans, budgetary decisions, curriculum development and implementation and in policies.

A number of policies pertain to this topic of school safety. They include, but are not limited to, the following:

- #3516 – Safe and Secure School Facilities, Equipment and Grounds
- #3517 – Security of Buildings and Grounds
- #4148.1/4248.1 – School Security and Safety Committee
- #5141.6 – Crisis Management
- #5142 – Student Safety
- #6114 – Emergencies and Disaster Preparedness
- #6114.7 – Safe Schools

**Review of Public School Instructional Requirements:** In a report prepared by the Office of Legislative Research by Marybeth Sullivan, Senior Legislative Attorney, a description has been provided of the public school instructional requirements outlined in state statutes and regulations. The following information is excerpted from that report.

Public schools are required to offer students enrolled in grades K-12 a specific “program of instruction.” This includes 12 subject areas. Two additional subject areas are also required specifically at the high school level. Except in limited situations, the law does not specify which subject areas must be offered by grade.

A specific curriculum is not prescribed for delivering instruction in these subject areas. The curriculum is developed at the district level. The State Department of Education (SDE) through its Academic Office provides districts with frameworks, standards and grade-level expectations, curriculum templates, and sample lessons and assessments. The SDE is also required by law to make available to districts prepared curriculum materials for certain subject areas to assist schools and encourage them to incorporate these subjects into classroom instruction.

The report indicates, “State law does not prescribe specific courses that students must complete in order to be promoted in grades kindergarten through eight. It does, however, establish high school graduation requirements. The law prescribes two different sets of such requirements based upon graduation date. Students in grade 9 (class of 2023) must earn at least 25 credits to graduate, and students in grades 10-12 (classes of 2020 through 2022) must earn at least 20. The higher credit threshold will be phased in and apply to all graduating classes over the next three years. State law apportions these credits among required subject areas.” In addition, instructional or graduation requirements are not addressed in State regulations.

The required subject areas that public schools must include in their respective programs of study include the arts, including dance, music, art, theater; career education; consumer education; health and safety; including, but not limited to, human growth and development, nutrition, first aid; including cardiopulmonary resuscitation (CPR) training, disease prevention, and cancer awareness, including but not limited to, age and developmentally appropriate instruction in performing self-examinations for the purposes of screening for breast cancer and testicular cancer; community and consumer health, physical, mental and emotional health, including youth suicide prevention including instruction relating to opioid use and related disorders, teen dating violence awareness and prevention, substance abuse prevention; safety, which shall include the safe use of social media, and may include the dangers of gang membership, and safety and accident prevention; instruction on Acquired Immune Deficiency Syndrome (AIDS); language arts, including reading, writing, grammar, speaking and spelling; mathematics; physical education; science, which may include the climate change curriculum consistent with the Next Generation Science Standards; social studies, including, but not limited to, citizenship, economics, geography, government, history and Holocaust and genocide education and awareness; African-American and black studies; Puerto Rican and Latino studies beginning with the school year commencing July 1, 2021; computer science, including, but not limited to, computer programming instruction, and in addition, on at least the secondary level, one or more world languages; vocational education; and the black and Latino studies high school course in accordance with P.A. 19-12.

The one-credit required black and Latino course must be offered beginning in the 2022-23 school year. However, it is not a graduation requirement.

In addition, state law, (CGS §10-18(a)(2) & (b)), requires that in the third, fourth or fifth grade curriculum includes a program on democracy that allows students to “engage in a participatory manner in learning about all branches of government.” The effects of alcohol, nicotine or tobacco and drugs on health, character, citizenship and personality development must be taught in all grades in every academic year (CGS §10-19(a)).

Another requirement is that boards of education must offer planned, ongoing, and systematic instruction on AIDS, as taught by legally qualified teachers. Boards may determine the content and scheduling of the instruction, and they must adopt a policy for exempting students from the instruction at a parent’s or guardian’s written request (CGS §10-19(b)).

Source: “Public School Instructional Requirements,” Research Report, prepared by Marybeth Sullivan, Senior Legislative Attorney, Office of Legislative Research, September 12, 2019, 2019-R-0164.

**Policy Implications:** A number of policies pertain to this topic. They include, but are not limited to, the following:

- #6142 – Basic Instructional Program
- #6142.1 – Family Life and Sex Education
- #6142.52 – Democracy Education
- #6142.101 – Student Nutrition and Physical Activities (Student Wellness)
- #6164.11 – Drug and Alcohol Use or Possession on School Property
- #6164.12 – Exemption from AIDS Instruction
- #6141.32 – Computer Literacy
- #5131.9 – Gang Activity or Association



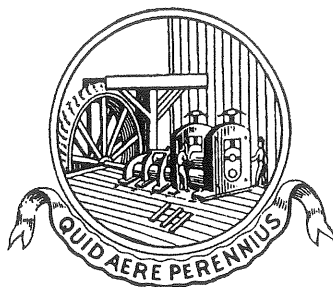
- #5141.22 – Communicable Diseases
- #5141.24 – Students with HIV/ARC or AIDS
- #5141.5 – Suicide Intervention and Prevention

**State Rankings Report Available:** The annual “Quality Counts Grading the States” report in the September 4<sup>th</sup> *Education Week* shows the ranking of all fifty states. The states of New Jersey, Massachusetts, Connecticut, Maryland, and New Hampshire were the top five in leading the rankings, earning B+ and B grades. The rankings are based on three equally weighted criteria: chance of Success, School Finance, and K-12 Achievement.

The report can be accessed at <https://bit.ly/2k1N6pd>.

**Food for Thought:** As a country, we give the least to the students who need the most. Students from low-income backgrounds and students of color get less access to quality early-childhood education, less access to well-prepared and well-supported teachers, less access to a well-rounded education that extends beyond English and math, less access to advanced coursework, less access to school counselors, and less access to supports so that they can successfully transition to postsecondary opportunities.”

John King Jr. in “Our Future Depends on Doing Better,” an interview with Kate Stoltzfus in *Education Update*, August 2019.



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

October 4, 2019

Angel Velez  
14 Olive St.  
Naugatuck, CT 06770

Dear Mr. Velez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Wilby High School (Req. #2020139) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 17, 2019 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, 2<sup>nd</sup> Floor Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 10, 2019 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

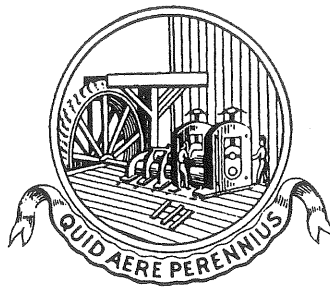
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

October 4, 2019

Raquel Vanasse  
3 Donald Terrace  
Waterbury, CT 06705

Dear Ms. Vanasse:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Crosby High School (Req. #2020136) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 17, 2019 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, 2<sup>nd</sup> Floor Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 10, 2019 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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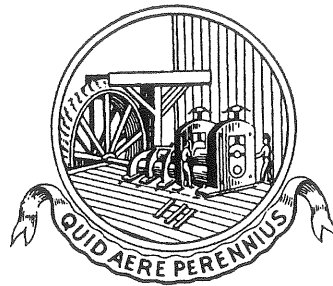
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

October 4, 2019

Matthew Myers  
64 Fairchild St.  
Naugatuck, CT 06770

Dear Mr. Myers:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Kingsbury Elementary School (Req. #2020135) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 17, 2019 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, 2<sup>nd</sup> Floor Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 10, 2019 at your regular scheduled time.

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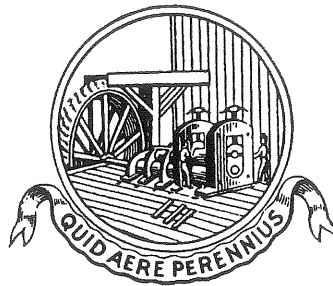
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

October 8, 2019

Dan LaRiviere  
170 Park Rd.  
Waterbury, CT 06708

Dear Mr. LaRiviere:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Kennedy High School (Req. #2020125) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 17, 2019 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, 2<sup>nd</sup> Floor Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 18, 2019 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

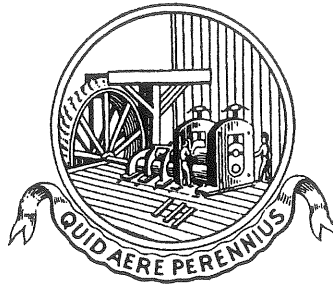
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

October 10, 2019

Sujata Wycoff  
3 Cornfield Lane  
Ellington, CT 06029

Dear Ms. Wycoff:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Director of Communication (Req. #2020206) at \$85,000.00 per year.

We have scheduled your orientation for Thursday, October 17, 2019 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, 2<sup>nd</sup> Floor, Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 15, 2019 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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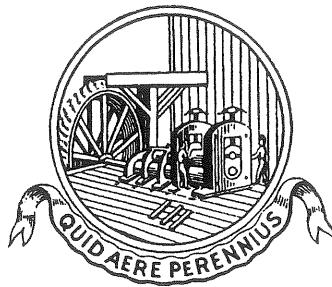
Again, welcome to the City of Waterbury.

Sincerely,

Scott Morgan  
Director, Human Resources

SM/sd

cc Board of Education  
Dr. Ruffin, Supt of Schools  
William Clark, Chief Operating Officer  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

October 10, 2019

Andrew Jamele  
151 Sills Ave.  
Prospect, CT 06712

Dear Mr. Jamele:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Reed Elementary School (Req. #2020143) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 17, 2019 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, 2<sup>nd</sup> Floor Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 18, 2019 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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*Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.*

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file