



MEMORANDUM

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

**DATE:** October 1, 2019

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

**SUBJECT:** Notice of Committee Meetings – Thursday, October 3, 2019, 5:30 p.m.,  
Enlightenment School  
Notice of Regular Meeting – Thursday, October 17, 2019  
6:30 p.m., Waterbury Arts Magnet School Atrium

The Committees of the Board of Education will meet on Thursday, October 3, 2019, 5:30 p.m., Enlightenment School, 58 Griggs Street, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

- 1. Committee of the Whole/20 minutes ~ Principal’s Report (no backup) – Richard Arroyo.

PUBLIC SPEAKING

- 2. Committee on Finance/5 minutes ~ Request approval of Waterbury School Readiness Quality Enhancement Contracts with the following: – K. Rainville
  - 1. Susan Vivian – Pyramid training and coaching
  - 2. Easter Seals – BCBA support for community programs
  - 3. Darlene Ragozzine – program monitoring support
- 3. Committee on Finance/2 minutes ~ Request approval of Professional Services Agreement for Department of Education Food Services Courier Services with Joseph Caiazzo d.b.a. Abbey Vending, Company – L. Franzese.
- 4. Committee on Finance/5 minutes ~ Request approval of contract amendments with the following for out of district placements for students: – M. Baldwin
  - 1. Area Cooperative Educational Services (ACES)
  - 2. Benhaven, Inc.
  - 3. Connecticut Institute for the Blind d/b/a Oak Hill
- 5. Committee on Finance/5 minutes ~ Request approval of an Agreement with Waterbury Youth Services, Inc. as required by the Youth Service Bureau Grant for truancy prevention – M. Baker.
- 6. Committee on Finance/5 minutes ~ Request approval to apply for the Connecticut Statement Department of Education 21<sup>st</sup> Century Community Learning Center Grant for the following: – L. Allen Brown, D. Schwartz
  - 1. Wallace Middle School & WPS Academic Academy at Wallace (grades 4-8)
  - 2. West Side Middle School (grades 6-8)
  - 3. Chase Elementary School (grades 3-5)
  - 4. Bunker Hill Elementary School (grades 3-5)

7. Committee of the Whole/10 minutes ~ TEVAL/ADEVAL (to be distributed) – J. Ocasio.
8. Committee of the Whole/10 minutes ~ Human Resources Staffing Report (to be distributed) – L. Palmer.
9. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – W. Clark.
10. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Clark.

## 11. SUPERINTENDENT’S UPDATE TO THE BOARD

### 12. Superintendent’s Notification to the Board/5 minutes:

#### a. Athletic appointments:

Abate, Jason – WSMS Volleyball, effective 09/17/19.

Dickey, Ryan – KHS Head Girls Swimming, effective 09/24/19.

Imperato, Christian – WHS JV Boys Soccer, effective 09/17/19.

Ocasio, Matthew – CHS Head Girls Basketball, effective 12/02/19.

Sylvester, David – WCA Head Boys Soccer, effective 09/25/19.

#### b. Grant Funded appointments:

Berman, Michelle – Title I Tutor, part-time, \$33 p/hour, non-union and without benefits.

Darabaner, Mati – Title I Tutor, part-time, \$33 p/hour, non-union and without benefits.

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.

Willner, Devora – Title I Tutor, part-time, \$33 p/hour, non-union and without benefits.

#### c. Waterbury Career Academy After-school STEM Program appointments, funded by Alliance Grant:

Joseph Russo – Program Administrator

Kay Ann Hewell-Walker – Sub Administrator

Anna Solla - Secretary

##### *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

#### d. 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

Ashley McLaren

Mary Monroe

Danielle Toussaint

Christine DeSanto

Christina Michaud

Suzanne Newman

Monica Santovasi (sub)

Rebecca Hanlon

Terri Miller

Jodi Sarlo

##### *Aides/Paras*

Debra Begin

Lauren Martin

Jennifer DeJesus

Lisa Meehan

Linda Generali



- e. 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
- f. 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

g. 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

h. Retirements:

Inman, Scott - CHS Math, effective 01/24/2020.  
 Nolan, Madeline – CHS PE/Heath, effective 06/60/2020.

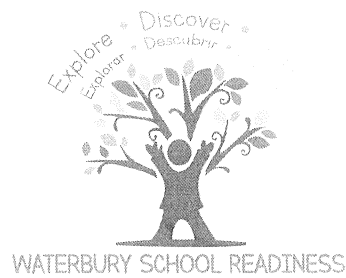
i. Resignations:

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.  
 Dublin, Laurence – Wilson Grade 5, effective 09/27/19.  
 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.

**EXECUTIVE SESSION**

**ADJOURNMENT**

ATTEST:   
 Carrie A. Swain, Clerk  
 Board of Education



**Executive Summary**

**DATE:** September 24, 2019

**TO:** Honorable Board of Education

**FROM:** Karen Rainville, School Readiness Liaison

**SUBJECT:** Approval of 2019-2020 School Readiness Quality Enhancement Contracts

On behalf of The Waterbury School Readiness Council, I am hereby submitting the FY 2019-2020 Waterbury School Readiness Quality Enhancement Contracts for approval by the Waterbury Board of Education. The approval request is for a grant period of one year. Waterbury has received this grant since 1997.

The total funding for this Quality Enhancement grant for FY 19-20 is \$75,641. The purpose of this grant is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. The School Readiness Council met to set priorities for this grant. This year's grant includes professional development activities, onsite coaching for teachers in the Pyramid Model, BCBC support for programs and increased capacity for monitoring quality standards.

The following have been approved by the Waterbury School Readiness Council for funding:

Susan Vivian –Pyramid training and coaching -\$27,200

Easter Seals – BCBA support for community School Readiness Programs\$16,735

Darlene Ragozzine – Program Monitoring support \$12,225

**Grant Process:**

Sub-grantees submitted proposals in accordance to the process specified by the City of Waterbury Procurement Ordinances' through RFP #6348 and the Connecticut Office of Early Childhood School Readiness Grant program Application for priority school districts.

**PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 6327**  
**for**  
**Consultant Services Under the Quality Enhancement Grant**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Vivian Sue, Consultant**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and Sue Vivian, 54 Buckland Street, Plantsville, CT 06479 ("Consultant").

**WHEREAS**, the City was awarded a Quality Enhancement Grant for the year July 1, 2019, through June 30, 2020, grant number 151-002-11000-17097-2020-82079-170018; and

**WHEREAS**, The Consultant has responded to the City of Waterbury RFP 6327, and was selected to provide consulting services under the Quality Enhancement Grant; and

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

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

**1. Scope of Services.** The Consultant shall furnish all of the labor, services, 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, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

**1.1** The Project consists of, and the Consultant shall provide, services to enhance quality in early childhood programs by providing professional development for staff by providing: six (6) half-days of training, six (6) half-day of Professional Learning Communities (PLC's), and thirty (30) days of coaching for teachers, utilizing two (2) trainers. Consultant shall provide all other services and materials as more particularly detailed and described in **Attachment A** and are hereby made material provisions of this Contract.

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

**1.1.1** Quality Enhancement Grant, (consisting of 68 pages). (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)

**1.1.2** City of Waterbury RFP 6327 (consisting of 42 pages) excluding Contract Compliance Packet and, Attachment C - Non-Collusion Form). (Attached hereto.)

**1.1.3** Consultant's response to City of Waterbury RFP 6327, (consisting of 46 pages), excluding City of Waterbury RFP 6327. (Attached hereto.)

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

**1.2.1** This Agreement

**1.2.2** The Quality Enhancement Grant

**1.2.3** The Request for Proposal

**1.2.4** Consultant's Response

**1.2.5** Federal, State, and Local Laws, Regulations, Charter and Ordinances

**1.2.6** Technical Specifications

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

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

**2.2. Representations regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes,

ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

**2.3. Criminal Background Check and DCF Registry Check.** Consultant represents and warrants that she and her employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime, have no criminal investigation pending and that each of them have submitted to a state and national criminal history records check. The Consultant further represents and warrants that each records check has not revealed any violations or criminal activities, that she and her employees have submitted to a DCF registry check, that there are no pending actions with the Department of Children and Families against any of them and none of them are listed on the child abuse and neglect registry. The City and Board shall rely upon these representations.

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

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

**3.2. Working Hours.** To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to

the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

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

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

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

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

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

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore

the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

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

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

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

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

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

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

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

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

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

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

**5. Contract Time.** The Consultant shall commence all work and services necessary under this Agreement upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2020. ("Contract Time.")

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

**6.1 Fee Schedule.** The fee payable to Consultant shall not exceed **Twenty Seven Thousand Two Hundred Dollars (\$27,200.00)** for the entire term of this agreement, with the basis of payment being as follows and as more particularly set forth in Consultants response to RFP:

<b>6.1.1</b>	Six half-days of training at \$400 per half-day in an amount not to exceed Two Thousand Four Hundred Dollars.....	\$2,400.00
<b>6.1.2</b>	Six half-days of PLC's at \$400 per half-day in an amount not to exceed Two Thousand Four Hundred Dollars.....	\$2,400.00
<b>6.1.3</b>	30 days of coaching for teachers @ \$700.00 per day in an amount not to exceed Twenty-One Thousand Dollars.....	\$21,000.00
<b>6.1.4</b>	One Full day of training/PLC/Coaching Prep @700.00 per day x 2 trainers in an amount not to exceed One Thousand Four Hundred Dollars.....	\$1,400.00
<b>6.1.5</b>	Total Compensation in an amount not to exceed Twenty-Seven Thousand Two Hundred Dollars.....	\$27,200.00

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

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



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

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

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

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

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

**8. Indemnification.**

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

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

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

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

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

**8.6.** In the event this Contract and/or the 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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts

imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

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

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

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

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

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

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

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

**9.4.2 Professional Liability Insurance: \$1,000,000.00** each claim.

**\$1,000,000.00** aggregate limit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Confidentiality/FERPA.**

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

**12.2** Any and all materials contained in a City of Waterbury students file that are entrusted to the Consultant or gathered by the Consultant in the course of its services shall remain in the

strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the Consultant shall be used solely for the purposes of providing services under this agreement.

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

### **13. Termination.**

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

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

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

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

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have

the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

#### **13.4. Rights Upon Cancellation of Termination.**

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

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports,



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

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

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

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

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

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

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

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

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

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

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

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

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

**19. Risk of Damage and Loss.** The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses,

including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

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

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

**25. Contract Change Orders.**

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

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

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

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

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

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

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

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

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

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to

resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 6327** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 6327**.

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

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

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

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

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

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

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

Consultant: Sue Vivian  
54 Buckland Street  
Plantsville, CT 06479

City: City of Waterbury  
c/o Department of Education  
Chief Operating Officer & Chief of Staff  
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 Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

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

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

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

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

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

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

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

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

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

**[Signature page follows.]**

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

WITNESS:

CITY OF WATERBURY

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



\_\_\_\_\_

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

WITNESS:

CONSULTANT  
SUE VIVIAN

\_\_\_\_\_

By: \_\_\_\_\_  
Sue Vivian

\_\_\_\_\_

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

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\School Readiness Contracts\Vivian, Sue -  
Quality Enhancement Consultant - CRT19-253\Final Documents\Final 9.13.19.docx

### **ATTACHMENT A**

1. Quality Enhancement Grant, (consisting of \_\_ pages). (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
2. City of Waterbury RFP 6327 (consisting of 42 pages) excluding Contract Compliance Packet and, Attachment C - Non-Collusion Form). (Attached hereto.)
3. Consultant's response to City of Waterbury RFP 6327, (consisting of 46 pages) excluding City of Waterbury RFP 6327. Attached hereto.)



## **ATTACHMENT A**

City of Waterbury RFP 6327 (consisting of 42 pages) (Attached hereto).

## **ATTACHMENT A**

Consultant's Response to City of Waterbury RFP 6327 (Consisting of 46 pages.) (Attached hereto.)

**ATTACHMENT A**

City of Waterbury RFP 6327 (consisting of 42 pages) (Attached hereto).

**REQUEST FOR PROPOSAL**  
**BY**  
**THE CITY OF WATERBURY**  
**RFP # 6327**  
*School Readiness Office*  
*2019/2020 Quality Enhancement*

The City of Waterbury, Department of *School Readiness* (hereinafter "City"), is seeking proposals from parties interested in providing services under the Quality Enhancement Grant.

**A. Background and Intent**

The Office of Early Childhood (OEC) shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement grants to providers of child day care services or providers of school readiness programs pursuant to Connecticut General Statute (C.G.S.) Section 10-16p and Section 1016u to enhance the quality of early childhood education programs. Child day care providers and school readiness programs in priority school districts and competitive school readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding. The purpose of the QEGP is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

Waterbury has 1330 funded School Readiness slots with 14 grantees in 23 facilities throughout the city.

**B. Qualifications**

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP;
2. Has in-depth knowledge of and experience utilizing evidence-based coaching practices;
3. Experience and expertise in providing Registered Behavior Technicians (RBTs), for the types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students ages 3-5 in community childcare settings;
4. Knowledge and experience using adult learning principles and structuring technical assistance to promote links among research, theory, and practice;
5. A proposer with a proven track record in providing these types of or similar services; and
6. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.
7. Completion of all sections of the Quality Enhancement RFP as required by the CT. State Office of Early Childhood must be complete and all materials/forms submitted in a typed format.

### **C. Scope of Services:**

To provide professional services that enhance the quality of programs to maximize the health safety and learning of children from birth to five years of age such as:

1. Job-embedded, evidence based coaching for early childhood providers that focuses on supporting teachers use of effective teaching practice that lead to positive outcomes for children.
2. Onsite monitoring and support for early childhood programs related to the 11 Quality Components outlined in the School Readiness Grant.
3. Plan and facilitate trainings as well as cohort learning sessions focused on the needs of early childhood providers. Topics may include, (but not limited to):
  - Positive Interactions
  - Supporting Social Emotional Needs of Children
  - Trauma Informed Practices
  - Effective Supervision
  - Supporting Children with Challenging Behaviors
  - Pyramid Model
  - Child Assessment
4. Provide a Registered Behavior Technician to provide behavior and related services for students, ages 3-5 in a community childcare setting. Proposal should include an hourly rate for services. Behavior and related services must be provided by Behavior Analyst Certification Board (BACB) certified and qualified Registered Behavior Technicians without delay to fill the immediate and changing needs of the District. The proposer must insure that all satisfactory criminal background checks, drug tests and dcf registry checks as required under law and will provide the Waterbury School readiness office proof upon request.

**Proposers may submit an RFP for any one or multiple activities under scope and service**

### **D. Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2019-June 30, 2020.

### **E. General Information**

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

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received by 2:00 PM on March 8, 2019. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury eProcurement website by March 12, 2:00 PM. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

#### **F. Management**

Any contract or purchase order resulting from this RFP will be managed by Waterbury School Readiness office and Waterbury School Readiness Council.

#### **G. Conditions**

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

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



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

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.
16. Proposal must include Office of Early Childhood Quality Enhancement Grant Local Application and City of Waterbury required attachments.

#### H. Proposal Requirements & Required Format

One original (clearly identified as such) and 3 paper copies of the proposal, as well as a copy of the original proposal on a flash drive, must be received at the following address no later than **10:45 AM on March 18, 2019**

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

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

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

1. Proposer Information: Please provide the following information:
  - a. Firm Name
  - b. Permanent main office address
  - c. Date firm organized.
  - d. Legal Form of ownership. If a corporation, indicate where incorporated.

- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
  - Organization name and the name, title, address and telephone number of a responsible contact person.
  - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
  - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

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

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

3. Statement of Qualifications and Work Plan

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

- 4. Cost Schedule. Proposals shall include a detailed budget for work to be performed, inclusive of all personnel and non-personnel expenses. This price should encompass the section of Scope of Services in this RFP that the applicant is responding to. Those responding to the (RBT) Registered Behavior Technician to provide behavior and related services to students, ages 3-5 in a community childcare setting should do so indicating an hourly rate for these

service. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

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

**I. Evaluation of Proposals; Selection Process**

1. Evaluation Criteria

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

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

## 2. Selection Process

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

### **J. Rights Reserved To The City**

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

### **K. Federal, State and Local Employment Requirements**

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

#### **L. State Set-Aside Requirements- Not Applicable**

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

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

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

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

# QUALITY ENHANCEMENT GRANT PROGRAM

FY 2020

## LOCAL REQUEST FOR PROPOSAL

The purpose of the Quality Enhancement Grant Program is to provide funding for School Readiness programs that focus on education and early care that addresses the School Readiness quality components and/or expands comprehensive services for children and families.

Legislative Authority  
C.G.S. Section 17b-749c

### DUE DATE

\_\_\_ March 18 2019 \_\_\_

### SUBMISSION INFORMATION

**Name:** \_\_\_\_\_  
**Agency (if applicable):** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City, State, Zip** \_\_\_\_\_  
**Primary Contact:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

### FISCAL AGENT (if applicable)

**Name:** \_\_\_\_\_  
**Agency (if applicable):** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City, State, Zip** \_\_\_\_\_  
**Primary Contact:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

## SCHOOL READINESS LOCAL QUALITY ENHANCEMENT RFP TABLE OF CONTENTS

OVERVIEW .....	1
APPLICATION REQUIREMENTS .....	2
APPLICATION PROCESS.....	3
STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS.....	5
BUDGET.....	6
BUDGET OBJECT CODES .....	7
STATEMENT OF ASSURANCES.....	10
STATEMENT OF ASSURANCES SIGNATURE PAGE .....	14



## Overview

### Purpose:

The Office of Early Childhood (OEC) shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement grants to providers of child day care services or providers of school readiness programs pursuant to Connecticut General Statute (C.G.S.) Section 10-16p and Section 10-16u to enhance the quality of early childhood education programs. Child day care providers and school readiness programs in priority school districts and competitive school readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding.

The purpose of the QE grant is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

1. Help providers who are not accredited by the National Association for the Education of Young Children to obtain such accreditation;
2. Help directors and administrators to obtain training;
3. Provide comprehensive services, such as enhanced access to health care, a health consultant, a mental health consultant, nutrition, family support services, parent education, literacy and parental involvement, and community and home outreach programs; and provide information concerning access when needed to a speech and language therapist;
4. Purchase educational equipment;
5. Provide scholarships for training to obtain a credential in early childhood education or child development;
6. Provide training for persons who are mentor teachers, as defined in federal regulations for the Head Start program, and provide a family service coordinator or a family service worker as such positions are defined in such federal regulations;
7. Repair fire, health and safety problems in existing facilities and conduct minor remodeling to comply with the Americans with Disabilities Act; train child care providers on injury and illness prevention; and achieve compliance with national safety standards;
8. Create a supportive network with family day care homes and other providers of care for children;
9. Provide for educational consultation and staff development;
10. Provide for program quality assurance personnel;
11. Provide technical assistance services to enable providers to develop child care facilities pursuant to C.G.S. Sections 17b-749g, 17b-749h and 17b-749i;
12. Establish a single point of entry system; and
13. Provide services that enhance the quality of programs to maximize the health, safety and learning of children from birth to three years of age, inclusive, including, but not limited to, those children served by informal child care arrangements. Such grants may be used for the improvement of staff to child ratios and interaction, initiatives to promote staff retention, pre-literacy development, parent involvement, curriculum content and lesson plans.

## Application Requirements

### Eligible Applicants

Eligible applicants are individuals, agencies, or contractors that wish to compete for accessing or implementing the activities proposed by the municipality in accordance with the purpose of the QE grant.

### Cover Sheet

The format for the cover sheet appears on the initial page of this document. The cover sheet must include the name of the individual, agency, or contractor and fiscal agent information, if relevant. The municipality may amend the cover sheet to capture information needed to process contracts.

### Application of Activity Implementation

To compete for an opportunity to implement a proposed activity that the municipality has chosen, complete the *Application for Activity Implementation* and any other forms required by the municipality.

### Evaluation

Using the *Evaluation Chart*, describe the methods and procedures that will be used to determine if, and to what extent, the objectives of the proposal will be achieved. A narrative page may be added if the applicant needs to provide greater detail than the chart allows. The OEC may use data collected from your evaluations in a report describing the use of the Quality Enhancement funds and the impact of the activities toward the intended goals of the grant.

### Budget Forms and Access to Funds

Using the appropriate form(s), indicate how the activity funds will be expended through June 30, 2020. There are no administrative, indirect costs, or carry-over funds allowed. The recipient of the award will work with the School Readiness liaison and/or the School Readiness fiscal agent regarding appropriate fiscal accountability.

### Budget Justification

Provide detailed explanation of each line item expenditure in your proposed budget.

### Statement of Assurances

The Statement of Assurances must be signed by the applicant.

## Application Process

### Obligations of Grantees and Sub-Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in the C.G.S. Section 4a-60, 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

### Freedom of Information Act

All of the information contained in a proposal submitted in response to this Request for Proposal (RFP) is subject to the Freedom of Information Act (FOIA), Sections 1-200 et seq. The FOIA declares that, except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in the statute) are public records and every person has the right to inspect such record and receive a copy of such records.

### Management Control of the Program and Grant Consultation

The Grantee must have complete management control of this grant. While the OEC staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds.

### State Monitoring

The State may conduct site visits to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act.

### Delivery of Applications

Delivery of the Local RFP for the School Readiness Program application is required by \_\_10:45 AM \_\_\_\_\_ on \_\_March 18, 2019\_\_\_\_\_.

1. Original, hard-copy signature pages (Statement of Assurances) must be mailed or hand-delivered to \_\_\_\_\_.
2. The RFP and original signatures must be received by 10:45 \_\_\_\_\_ on March 18, 2019 \_\_\_\_\_, **IRRESPECTIVE OF POSTMARK DATE.** Faxed or scanned copies of signatures will not be accepted.

**IMPORTANT NOTE:** Late or incomplete applications MAY not be considered for funding.

Mailing/Delivery address and email is:

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**Review of Proposals and Grant Awards**

The municipality shall review all applications and put forward to the OEC those proposals that show favorable promise in the implementation of the proposed activity.

**Other Program Requirements**

Within sixty (60) days after the close of the fiscal year, each grantee must file a financial statement of expenditures with the OEC on such forms as the OEC may require.

**Reservations and Restrictions**

The School Readiness Council or the Office of Early Childhood reserves the right not to fund an applicant or grantee/sub-grantee if it is determined that the grantee/sub-grantee cannot manage the fiscal responsibilities required under this grant.

## STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS

For each proposed activity, please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b>Town:</b>	<b>Contractor:</b>
<u>Activity and Activity Description:</u>	
<u>Expected Cost:</u>	
<u>Possible Resources:</u>	
<u>Population (number of children, staff, and programs served by this activity):</u>	
<u>Statement of Need:</u>	
<u>Goals:</u>	
<u>Indicators of Progress:</u>	
<u>Grant Objectives Addressed:</u>	
<u>Plan for Activity Evaluation:</u>	

## BUDGET

Each applicant is required to complete a **School Readiness QE Local Budget Workbook** (see attachments) which contains two tabs: (1) Budget Justification and (2) ED114.

On the **Budget Justification** tab, provide a brief explanation justifying each line item expenditure proposed in the grant budget. Justifications for line item expenses must reflect the programs needs to ensure high-quality programming for children.

The ED114 is a detailed line item budget that reflects the programs requested use of funds for **FY 2020**. *(Budget total must equal the requested Quality Enhancement funds).*

## BUDGET OBJECT CODES

### General Description

The OEC is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (<https://nces.ed.gov/pubs2015/2015347.pdf>) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. Please review the instructions for specific grant budget development carefully before requesting an ED114 form from the Bureau of Grants Management.

### Master Budget Form Object Code Descriptions/Includable Items

- 111A Non-Instructional  
Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.
- 111B Instructional  
Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.
- 200 Personal Services - Employee Benefits  
Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.
- 320 Professional Educational Services  
Services supporting the instructional program and its administration. Included are curriculum improvement services, assessment, counseling and guidance services, library and media support, and contracted instructional services.
- 321 Tutors (Instructional Non-Payroll Services)  
Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.

- 322 In-service (Instructional Program Improvement Services)  
Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.
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Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, contracted guidance counselors, etc.
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Costs incurred for conducting educational activities off site. Includes admission costs to educational centers, fees for tour guides, etc.
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Expenditures related to services for parenting including workshop presenters, counseling services, baby-sitting services, and overall seminar/workshop costs.
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Services supporting the professional and technical development of school district personnel, including instructional, administrative, and service employees. Included are course registration fees (that are not tuition reimbursement), charges from external vendors to conduct training courses (at either school district facilities or off-site), and other expenditures associated with training or professional development by third-party vendors.
- 340 Other Professional Services  
Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dieticians, editors, negotiations specialists, paying agents, systems analysts, and planners.
- 341 Audit  
Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 340 as many grants do not include this cost as an eligible grant expenditure.
- 350 Technical Services  
Services to the school district that are not regarded as professional, but that require basic scientific knowledge, manual skills, or both. Included, for example, are data-processing services, purchasing and warehousing services, and graphic arts.
- 400 Purchased Property Services  
Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 500 Other Purchased Services



Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

600     Supplies

Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

700     Property

Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

## STATEMENT OF ASSURANCES

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools).

Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

*Applicants need only submit the Statement of Assurances Signature Page with submission of their grant application.*

PROJECT TITLE: Quality Enhancement Grant Program

THE APPLICANT:

HEREBY ASSURES THAT:

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Education may find necessary;
- H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any monies

not expended in accordance with the approved program/operation budget as determined by the audit;  
and

- L. Programs are required to meet all health and safety requirements mandated by the Office of Early Childhood for both license and license exempt programs.

M. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Grantee.

a) For purposes of this Section, the following terms are defined as follows:

- 1) "Commission" means the Commission on Human Rights and Opportunities;
- 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
- 10) "public works contract" means any agreement between any individual, firm or corporation and the State of any political subdivision of the State other than a community for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a community,

(2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) (1) The Contractor agrees and warrants that in for performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
  - f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
  - g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of the Section and Connecticut General Statutes § 46a-56.
  - h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- N. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.

- O. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.
- P. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.
- Q. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

### STATEMENT OF ASSURANCES SIGNATURE PAGE

I, the undersigned authorized official; do hereby certify that these assurances shall be fully implemented.

Signature of Official:

\_\_\_\_\_

Name: (please type)

\_\_\_\_\_

Title: (please type)

\_\_\_\_\_

Date:

\_\_\_\_\_

To be signed below ONLY if the Fiscal Agent is other than the program applying for the funds:

Signature of Fiscal Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title (please print): \_\_\_\_\_



# QUALITY ENHANCEMENT GRANT PROGRAM

FY 2020

## LOCAL REQUEST FOR PROPOSAL

The purpose of the Quality Enhancement Grant Program is to provide funding for School Readiness programs that focus on education and early care that addresses the School Readiness quality components and/or expands comprehensive services for children and families.

Legislative Authority  
C.G.S. Section 17b-749c

**DUE DATE**

\_\_\_\_\_

### SUBMISSION INFORMATION

**Name:** \_\_\_\_\_

**Agency (if applicable):** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

### FISCAL AGENT (if applicable)

**Name:** \_\_\_\_\_

**Agency (if applicable):** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_



SCHOOL READINESS LOCAL QUALITY ENHANCEMENT RFP TABLE OF CONTENTS

OVERVIEW .....3

APPLICATION REQUIREMENTS .....4

APPLICATION PROCESS .....5

STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS .....7

BUDGET .....8

    BUDGET OBJECT CODES .....9

STATEMENT OF ASSURANCES .....12

    STATEMENT OF ASSURANCES SIGNATURE PAGE .....16

## OVERVIEW

### **Purpose:**

The Office of Early Childhood (OEC) shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement grants to providers of child day care services or providers of school readiness programs pursuant to Connecticut General Statute (C.G.S.) Section 10-16p and Section 10-16u to enhance the quality of early childhood education programs. Child day care providers and school readiness programs in priority school districts and competitive school readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding.

The purpose of the QE grant is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

1. Help providers who are not accredited by the National Association for the Education of Young Children to obtain such accreditation;
2. Help directors and administrators to obtain training;
3. Provide comprehensive services, such as enhanced access to health care, a health consultant, a mental health consultant, nutrition, family support services, parent education, literacy and parental involvement, and community and home outreach programs; and provide information concerning access when needed to a speech and language therapist;
4. Purchase educational equipment;
5. Provide scholarships for training to obtain a credential in early childhood education or child development;
6. Provide training for persons who are mentor teachers, as defined in federal regulations for the Head Start program, and provide a family service coordinator or a family service worker as such positions are defined in such federal regulations;
7. Repair fire, health and safety problems in existing facilities and conduct minor remodeling to comply with the Americans with Disabilities Act; train child care providers on injury and illness prevention; and achieve compliance with national safety standards;
8. Create a supportive network with family day care homes and other providers of care for children;
9. Provide for educational consultation and staff development;
10. Provide for program quality assurance personnel;
11. Provide technical assistance services to enable providers to develop child care facilities pursuant to C.G.S. Sections 17b-749g, 17b-749h and 17b-749i;
12. Establish a single point of entry system; and
13. Provide services that enhance the quality of programs to maximize the health, safety and learning of children from birth to three years of age, inclusive, including, but not limited to, those children served by informal child care arrangements. Such grants may be used for the improvement of staff to child ratios and interaction, initiatives to promote staff retention, pre-literacy development, parent involvement, curriculum content and lesson plans.

## APPLICATION REQUIREMENTS

### **Eligible Applicants**

Eligible applicants are individuals, agencies, or contractors that wish to compete for accessing or implementing the activities proposed by the municipality in accordance with the purpose of the QE grant.

### **Cover Sheet**

The format for the cover sheet appears on the initial page of this document. The cover sheet must include the name of the individual, agency, or contractor and fiscal agent information, if relevant. The municipality may amend the cover sheet to capture information needed to process contracts.

### **Application of Activity Implementation**

To compete for an opportunity to implement a proposed activity that the municipality has chosen, complete the *Application for Activity Implementation* and any other forms required by the municipality.

### **Evaluation**

Using the *Evaluation Chart*, describe the methods and procedures that will be used to determine if, and to what extent, the objectives of the proposal will be achieved. A narrative page may be added if the applicant needs to provide greater detail than the chart allows. The OEC may use data collected from your evaluations in a report describing the use of the Quality Enhancement funds and the impact of the activities toward the intended goals of the grant.

### **Budget Forms and Access to Funds**

Using the appropriate form(s), indicate how the activity funds will be expended through June 30, 2020. There are no administrative, indirect costs, or carry-over funds allowed. The recipient of the award will work with the School Readiness liaison and/or the School Readiness fiscal agent regarding appropriate fiscal accountability.

### **Budget Justification**

Provide detailed explanation of each line item expenditure in your proposed budget.

### **Statement of Assurances**

The Statement of Assurances must be signed by the applicant.

## APPLICATION PROCESS

### **Obligations of Grantees and Sub-Grantees**

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in the C.G.S. Section 4a-60, 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

### **Freedom of Information Act**

All of the information contained in a proposal submitted in response to this Request for Proposal (RFP) is subject to the Freedom of Information Act (FOIA), Sections 1-200 et seq. The FOIA declares that, except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in the statute) are public records and every person has the right to inspect such record and receive a copy of such records.

### **Management Control of the Program and Grant Consultation**

The Grantee must have complete management control of this grant. While the OEC staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds.

### **State Monitoring**

The State may conduct site visits to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act.

### **Delivery of Applications**

Delivery of the Local RFP for the School Readiness Program application is required by \_\_\_\_\_ on \_\_\_\_\_.

1. Original, hard-copy signature pages (Statement of Assurances) must be mailed or hand-delivered to \_\_\_\_\_.
2. The RFP and original signatures **must be received by** \_\_\_\_\_ **on** \_\_\_\_\_, **IRRESPECTIVE OF POSTMARK DATE.** Faxed or scanned copies of signatures will not be accepted.

**IMPORTANT NOTE:** Late or incomplete applications MAY not be considered for funding.

Mailing/Delivery address and email is:

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#### **Review of Proposals and Grant Awards**

The municipality shall review all applications and put forward to the OEC those proposals that show favorable promise in the implementation of the proposed activity.

#### **Other Program Requirements**

Within sixty (60) days after the close of the fiscal year, each grantee must file a financial statement of expenditures with the OEC on such forms as the OEC may require.

#### **Reservations and Restrictions**

The School Readiness Council or the Office of Early Childhood reserves the right not to fund an applicant or grantee/sub-grantee if it is determined that the grantee/sub-grantee cannot manage the fiscal responsibilities required under this grant.

STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS

For each proposed activity, please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b>Town:</b>	<b>Contractor:</b>
<u>Activity and Activity Description:</u>	
<u>Expected Cost:</u>	
<u>Possible Resources:</u>	
<u>Population (number of children, staff, and programs served by this activity):</u>	
<u>Statement of Need:</u>	
<u>Goals:</u>	
<u>Indicators of Progress:</u>	
<u>Grant Objectives Addressed:</u>	
<u>Plan for Activity Evaluation:</u>	

## BUDGET

Each applicant is required to complete a **School Readiness QE Local Budget Workbook** (see attachments) which contains two tabs: (1) Budget Justification and (2) ED114.

On the **Budget Justification** tab, provide a brief explanation justifying each line item expenditure proposed in the grant budget. Justifications for line item expenses must reflect the programs needs to ensure high-quality programming for children.

The ED114 is a detailed line item budget that reflects the programs requested use of funds for **FY 2020**. (*Budget total must equal the requested Quality Enhancement funds*).

## BUDGET OBJECT CODES

### **General Description**

The OEC is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (<https://nces.ed.gov/pubs2015/2015347.pdf>) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. Please review the instructions for specific grant budget development carefully before requesting an ED114 form from the Bureau of Grants Management.

### **Master Budget Form Object Code Descriptions/Includable Items**

#### **111A Non-Instructional**

Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.

#### **111B Instructional**

Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.

#### **200 Personal Services - Employee Benefits**

Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

#### **320 Professional Educational Services**

Services supporting the instructional program and its administration. Included are curriculum improvement services, assessment, counseling and guidance services, library and media support, and contracted instructional services.

#### **321 Tutors (Instructional Non-Payroll Services)**

Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.



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Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.
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Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dieticians, editors, negotiations specialists, paying agents, systems analysts, and planners.
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Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 340 as many grants do not include this cost as an eligible grant expenditure.
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PROJECT TITLE: Quality Enhancement Grant Program

THE APPLICANT:

HEREBY ASSURES THAT:

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- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Education may find necessary;
- H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by the audit; and
- L. Programs are required to meet all health and safety requirements mandated by the Office of Early Childhood for both license and license exempt programs.

M. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Grantee.

a) For purposes of this Section, the following terms are defined as follows:

- 1) "Commission" means the Commission on Human Rights and Opportunities;
- 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
- 10) "public works contract" means any agreement between any individual, firm or corporation and the State of any political subdivision of the State other than a community for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a community, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) (1) The Contractor agrees and warrants that in for performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to

enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of the Section and Connecticut General Statutes § 46a-56.
- h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- N. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.
- O. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.
- P. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.
- Q. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

STATEMENT OF ASSURANCES SIGNATURE PAGE

I, the undersigned authorized official; do hereby certify that these assurances shall be fully implemented.

Signature of Official:

\_\_\_\_\_

Name: (please type)

\_\_\_\_\_

Title: (please type)

\_\_\_\_\_

Date:

\_\_\_\_\_

To be signed below ONLY if the Fiscal Agent is other than the program applying for the funds:

Signature of Fiscal Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title (please print): \_\_\_\_\_

## **ATTACHMENT A**

Consultant's Response to City of Waterbury RFP 6327 (Consisting of 46 pages.) (Attached hereto.)



**QUALITY ENHANCEMENT GRANT PROGRAM****FY 2020****LOCAL REQUEST FOR PROPOSAL**

The purpose of the Quality Enhancement Grant Program is to provide funding for School Readiness programs that focus on education and early care that addresses the School Readiness quality components and/or expands comprehensive services for children and families.

Legislative Authority  
C.G.S. Section 17b-749c

**DUE DATE**

\_\_\_\_ March 18 2019 \_\_\_\_

**SUBMISSION INFORMATION**

**Name:** Sue Vivian  
**Agency (if applicable):** \_\_\_\_\_  
**Street Address:** 54 Buckland Street  
**City, State, Zip** Plantsville, CT 06479  
**Primary Contact:** Sue Vivian  
**Telephone:** 860.406.1190 **Fax:** \_\_\_\_\_ **E-mail:** vivian.ecconsulting@gmail.com

**FISCAL AGENT (if applicable)**

**Name:** \_\_\_\_\_  
**Agency (if applicable):** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**City, State, Zip** \_\_\_\_\_  
**Primary Contact:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

Sue Vivian, Buckland Street, Plantsville, CT 06479

## **SCHOOL READINESS LOCAL QUALITY ENHANCEMENT RFP TABLE OF CONTENTS**

<b>OVERVIEW .....</b>	<b>1</b>
<b>APPLICATION REQUIREMENTS .....</b>	<b>2</b>
<b>APPLICATION PROCESS .....</b>	<b>3</b>
<b>STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS .....</b>	<b>5</b>
<b>BUDGET .....</b>	<b>6</b>
<b>BUDGET OBJECT CODES.....</b>	<b>7</b>
<b>STATEMENT OF ASSURANCES .....</b>	<b>10</b>
<b>STATEMENT OF ASSURANCES SIGNATURE PAGE.....</b>	<b>14</b>

## Overview

### Purpose:

The Office of Early Childhood (OEC) shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement grants to providers of child day care services or providers of school readiness programs pursuant to Connecticut General Statute (C.G.S.) Section 10-16p and Section 10-16u to enhance the quality of early childhood education programs. Child day care providers and school readiness programs in priority school districts and competitive school readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding.

The purpose of the QE grant is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

1. Help providers who are not accredited by the National Association for the Education of Young Children to obtain such accreditation;
2. Help directors and administrators to obtain training;
3. Provide comprehensive services, such as enhanced access to health care, a health consultant, a mental health consultant, nutrition, family support services, parent education, literacy and parental involvement, and community and home outreach programs; and provide information concerning access when needed to a speech and language therapist;
4. Purchase educational equipment;
5. Provide scholarships for training to obtain a credential in early childhood education or child development;
6. Provide training for persons who are mentor teachers, as defined in federal regulations for the Head Start program, and provide a family service coordinator or a family service worker as such positions are defined in such federal regulations;
7. Repair fire, health and safety problems in existing facilities and conduct minor remodeling to comply with the Americans with Disabilities Act; train child care providers on injury and illness prevention; and achieve compliance with national safety standards;
8. Create a supportive network with family day care homes and other providers of care for children;
9. Provide for educational consultation and staff development;
10. Provide for program quality assurance personnel;
11. Provide technical assistance services to enable providers to develop child care facilities pursuant to C.G.S. Sections 17b-749g, 17b-749h and 17b-749i;
12. Establish a single point of entry system; and
13. Provide services that enhance the quality of programs to maximize the health, safety and learning of children from birth to three years of age, inclusive, including, but not limited to, those children served by informal child care arrangements. Such grants may be used for the improvement of staff to child ratios and interaction, initiatives to promote staff retention, pre-literacy development, parent involvement, curriculum content and lesson plans.

## Application Requirements

### Eligible Applicants

Eligible applicants are individuals, agencies, or contractors that wish to compete for accessing or implementing the activities proposed by the municipality in accordance with the purpose of the QE grant.

### Cover Sheet

The format for the cover sheet appears on the initial page of this document. The cover sheet must include the name of the individual, agency, or contractor and fiscal agent information, if relevant. The municipality may amend the cover sheet to capture information needed to process contracts.

### Application of Activity Implementation

To compete for an opportunity to implement a proposed activity that the municipality has chosen, complete the *Application for Activity Implementation* and any other forms required by the municipality.

### Evaluation

Using the *Evaluation Chart*, describe the methods and procedures that will be used to determine if, and to what extent, the objectives of the proposal will be achieved. A narrative page may be added if the applicant needs to provide greater detail than the chart allows. The OEC may use data collected from your evaluations in a report describing the use of the Quality Enhancement funds and the impact of the activities toward the intended goals of the grant.

### Budget Forms and Access to Funds

Using the appropriate form(s), indicate how the activity funds will be expended through June 30, 2020. There are no administrative, indirect costs, or carry-over funds allowed. The recipient of the award will work with the School Readiness liaison and/or the School Readiness fiscal agent regarding appropriate fiscal accountability.

### Budget Justification

Provide detailed explanation of each line item expenditure in your proposed budget.

### Statement of Assurances

The Statement of Assurances must be signed by the applicant.

## Application Process

## Obligations of Grantees and Sub-Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in the C.G.S. Section 4a-60, 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

## Freedom of Information Act

All of the information contained in a proposal submitted in response to this Request for Proposal (RFP) is subject to the Freedom of Information Act (FOIA), Sections 1-200 et seq. The FOIA declares that, except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in the statute) are public records and every person has the right to inspect such record and receive a copy of such records.

### Management Control of the Program and Grant Consultation

The Grantee must have complete management control of this grant. While the OEC staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds.

## State Monitoring

The State may conduct site visits to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act.

## Delivery of Applications

**Delivery of the Local RFP for the School Readiness Program application is required by 10:45**

AM \_\_\_\_\_ on March 18, 2019

1. Original, hard-copy signature pages (Statement of Assurances) must be mailed or hand-delivered to \_\_\_\_\_.
2. The RFP and original signatures must be received by 10:45 on March 18, 2019, **IRRESPECTIVE OF POSTMARK DATE.** Faxed or scanned copies of signatures will not be accepted.

**IMPORTANT NOTE:** Late or incomplete applications MAY not be considered for funding.

Mailing/Delivery address and email is:

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**Review of Proposals and Grant Awards**

The municipality shall review all applications and put forward to the OEC those proposals that show favorable promise in the implementation of the proposed activity.

**Other Program Requirements**

Within sixty (60) days after the close of the fiscal year, each grantee must file a financial statement of expenditures with the OEC on such forms as the OEC may require.

**Reservations and Restrictions**

The School Readiness Council or the Office of Early Childhood reserves the right not to fund an applicant or grantee/sub-grantee if it is determined that the grantee/sub-grantee cannot manage the fiscal responsibilities required under this grant.

## STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS

For each proposed activity, please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b>Town:</b> Waterbury	<b>Contractor:</b> Sue Vivian
<b><u>Activity and Activity Description:</u></b> Training, Professional Learning Communities (PLCs), and Coaching: Weaving the ELDS, the new DOTS, and the Pyramid Model together to strengthen social emotional and cognitive skill learning for children.	
<b><u>Expected Cost:</u></b> \$27,200.	
<b><u>Possible Resources:</u></b> - Substitutes will be needed when teachers are in training, coaching, and PLCs. - Administrative supervision and support for teacher growth. - Relevant reading resource materials regarding current research on successful teaching competencies.	
<b><u>Population (number of children, staff, and programs served by this activity):</u></b> Waterbury School Readiness Programs will be included in the initiative with preschool teachers receiving direct support. The number of teachers involved and the exact direction of the training will be decided in consultation with the Waterbury School Readiness Council and School Readiness Liaison.	
<b><u>Statement of Need:</u></b> Reframing the conversation from 'the child has challenging behavior' to the 'child has behavior that is challenging to me' will encourage teachers to see their responsibilities in helping children grow social emotional and cognitive skills. Giving teachers a new frame, skills, and competencies to understand that building relationships and how the room/day/experiences are planned have a great impact on moving each child from their current capacity to the next social emotional/cognitive skill level. The Pyramid Model, an evidence-based tiered framework that promotes social, emotional, and behavioral development for young children, will be our focus.	
<b><u>Goals:</u></b> Our goal is to equip teachers with current science-based research knowledge of the Pyramid Model and support their development of relevant competencies including establishing positive relationships, designing the environment (physical arrangement and engaging experiences), developing protocols for rules/schedules/routines/transitions, and creating strategies to target support for young children.	
<b><u>Indicators of Progress:</u></b> An indicator of progress will be an increase of teacher knowledge, skills, and competencies related to understanding: - the foundational base and importance of secure relationships with each child. - the social emotional developmental levels of young children. - the many features of a classroom that can impact children's ability to learn. - how to target strategies for specific skill learning for individual children.	
<b><u>Grant Objectives Addressed:</u></b> The objective of our plan is to enhance quality in early childhood programs by providing staff development. New teachers will receive 6 half-days of training along with three individual coaching visits. Teachers already trained in the Pyramid Model will participate in three PLCs and receive three individual coaching sessions to support their fragile first steps and help this new learning become a habit. PLC topics: Documentation of Social Emotional/Cognitive skills, Including Parents in Learning, etc.	
<b><u>Plan for Activity Evaluation:</u></b> What is critical in evaluating the effectiveness of any project is to determine if the participants are 'better off' because of their involvement. Results Based Accountability asks us to go beyond 'how much we did' and 'how well we did it' to see if the participants are more effective as teachers. Our ultimate goal is for preschool teachers to help children develop social emotional and cognitive competencies so they will be ready and eager to learn. Our evaluation plan is to use pre/post surveys that will be completed by teachers at the beginning and end of the training along with teacher reflection sheets and coaching notes.	

**BUDGET**

Each applicant is required to complete a **School Readiness QE Local Budget Workbook** (see attachments) which contains two tabs: (1) Budget Justification and (2) ED114.

On the **Budget Justification** tab, provide a brief explanation justifying each line item expenditure proposed in the grant budget. Justifications for line item expenses must reflect the programs needs to ensure high-quality programming for children.

The ED114 is a detailed line item budget that reflects the programs requested use of funds for **FY 2020**. *(Budget total must equal the requested Quality Enhancement funds).*



FISCAL YEAR 2020			
ED 114 BUDGET FORM			
GRANTEE NAME:	City of Waterbury, School Readiness		
GRANT TITLE:	School Readiness Quality Enhancement Grant	Grant Period:	7/1/2019 to 6/30/2020
Project Title	School Readiness Quality Enhancement	Total Award:	\$ 27,200.00
Accounting Classification: Fund: 11000 SPID: 17097 PROG: 82079 CFI: 170018/170035			
CODES	DESCRIPTIONS	ANNUAL	
111a	Non-Instructional (Administrative/Supervisor Salaries/Clerical/Other)	\$	-
111b	Instructional	\$	-
200	Benefits	\$	-
320	Professional Education Services	\$	27,200.00
321	Tutors	\$	-
322	In-service	\$	-
323	Pupil Services	\$	-
324	Field Trips	\$	-
325	Parent Activities	\$	-
330	Employee Training and Development Services	\$	-
340	Other Professional Technical Services	\$	-
400	Purchased Property Services	\$	-
500	Other Purchased Services	\$	-
600	Supplies	\$	-
700	Property	\$	-
TOTAL		\$	27,200.00
		Original Date:	Revised Date:

**QE BUDGET JUSTIFICATION PAGE**

\*\*\*All totals in budget justification page are linked to the  
ED114 budget form and will auto-calculate\*\*\*

Municipality: Waterbury

July 1, 2019 to June 30, 2020

Line Items	NARRATIVE	
<b>111A</b>	<b>NON-INSTRUCTIONAL</b>	<b>ANNUAL</b>
	<b>TOTALS</b>	<b>\$ -</b>
<b>111B</b>	<b>INSTRUCTIONAL</b>	<b>ANNUAL</b>
	<b>TOTALS</b>	<b>\$ -</b>
<b>200</b>	<b>PERSONNEL SERVICES / BENEFITS</b>	<b>ANNUAL</b>
	<b>TOTALS</b>	<b>\$ -</b>
<b>320</b>	<b>PROFESSIONAL EDUCATION SERVICES</b>	<b>ANNUAL</b>
	Six half-days of training @ \$400. per half-day = \$2,400.	\$ 2,400.00
	Six half-days of PLCs @ \$400. per half-day = \$2,400.	\$ 2,400.00
	Thirty days of coaching @ \$700. per full-day = \$21,000.	\$ 21,000.00
	One full-day training/PLC/coaching prep @ \$700. x 2 trainers = \$1,400.	\$ 1,400.00
	<b>TOTALS</b>	<b>\$ 27,200.00</b>
<b>321</b>	<b>TUTORS (NON-PAYROLL SERVICES)</b>	<b>ANNUAL</b>
	<b>TOTALS</b>	<b>\$ -</b>
<b>322</b>	<b>IN-SERVICE (INSTRUCTIONAL PROGRAM IMPROVEMENT SERVICES)</b>	<b>ANNUAL</b>

		TOTALS	\$ -
323	PUPIL SERVICES (NON-PAYROLL SERVICES)		ANNUAL
		TOTALS	\$ -
324	FIELD TRIPS		ANNUAL
		TOTALS	\$ -
325	PARENT ACTIVITIES		ANNUAL
		TOTALS	\$ -
330	EMPLOYEE TRAINING AND DEVELOPMENT SERVICES		ANNUAL
		TOTALS	\$ -
340	OTHER PROFESSIONAL TECHNICAL SERVICES		ANNUAL
		TOTALS	\$ -
400	PURCHASED PROPERTY SERVICES		ANNUAL
		TOTALS	\$ -
500	OTHER PURCHASED SERVICES		ANNUAL

**\$27,200.00**

## BUDGET OBJECT CODES

### General Description

The OEC is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (<https://nces.ed.gov/pubs2015/2015347.pdf>) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. Please review the instructions for specific grant budget development carefully before requesting an ED114 form from the Bureau of Grants Management.

### Master Budget Form Object Code Descriptions/Includable Items

- 111A Non-Instructional  
Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.
- 111B Instructional  
Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.
- 200 Personal Services - Employee Benefits  
Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.
- 320 Professional Educational Services  
Services supporting the instructional program and its administration. Included are curriculum improvement services, assessment, counseling and guidance services, library and media support, and contracted instructional services.
- 321 Tutors (Instructional Non-Payroll Services)  
Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.

- 322 **In-service (Instructional Program Improvement Services)**  
Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.
- 323 **Pupil Services (Non-Payroll Services)**  
Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, contracted guidance counselors, etc.
- 324 **Field Trips**  
Costs incurred for conducting educational activities off site. Includes admission costs to educational centers, fees for tour guides, etc.
- 325 **Parental Activities**  
Expenditures related to services for parenting including workshop presenters, counseling services, baby-sitting services, and overall seminar/workshop costs.
- 330 **Employee Training and Development Services**  
Services supporting the professional and technical development of school district personnel, including instructional, administrative, and service employees. Included are course registration fees (that are not tuition reimbursement), charges from external vendors to conduct training courses (at either school district facilities or off-site), and other expenditures associated with training or professional development by third-party vendors.
- 340 **Other Professional Services**  
Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dieticians, editors, negotiations specialists, paying agents, systems analysts, and planners.
- 341 **Audit**  
Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 340 as many grants do not include this cost as an eligible grant expenditure.
- 350 **Technical Services**  
Services to the school district that are not regarded as professional, but that require basic scientific knowledge, manual skills, or both. Included, for example, are data-processing services, purchasing and warehousing services, and graphic arts.
- 400 **Purchased Property Services**  
Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 500 **Other Purchased Services**

Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

600 Supplies

Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

700 Property

Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

**STATEMENT OF ASSURANCES**

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools).

Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

***Applicants need only submit the Statement of Assurances Signature Page with submission of their grant application.***

**PROJECT TITLE:** Quality Enhancement Grant Program

**THE APPLICANT:**

Sue Vivian

**HEREBY ASSURES THAT:**

Sue Vivian

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Education may find necessary;
- H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any monies



not expended in accordance with the approved program/operation budget as determined by the audit;  
and

- L. Programs are required to meet all health and safety requirements mandated by the Office of Early Childhood for both license and license exempt programs.

M. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Grantee.

- a) For purposes of this Section, the following terms are defined as follows:
- 1) "Commission" means the Commission on Human Rights and Opportunities;
  - 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
  - 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
  - 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - 6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  - 7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
  - 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  - 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
  - 10) "public works contract" means any agreement between any individual, firm or corporation and the State of any political subdivision of the State other than a community for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a community,

- (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
- b) (1) The Contractor agrees and warrants that in for performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
  - f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
  - g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of the Section and Connecticut General Statutes § 46a-56.
  - h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- N. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.

- O. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.
- P. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.
- Q. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

### STATEMENT OF ASSURANCES SIGNATURE PAGE

I, the undersigned authorized official; do hereby certify that these assurances shall be fully implemented.

Signature of Official:

*Sue Vivian*

Name: (please type)

Sue Vivian

Title: (please type)

Early Childhood Consultant

Date:

3.12.19

To be signed below ONLY if the Fiscal Agent is other than the program applying for the funds:

Signature of Fiscal Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title (please print): \_\_\_\_\_

# **Attachment A**

CORPORATE RESOLUTION

CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

DEBARMENT FORM

ANNUAL STATEMENT OF FINANCIAL INTEREST

**CORPORATE RESOLUTION**

I, \_\_\_\_\_, hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

"It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_ corporation this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Secretary

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

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

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

State of Connecticut

SS.: 042548959

County of Hartford

Sue Vivian, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of Sue Vivian, Early Childhood Consulting (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

Sue Vivian, Buckland Street, Plantsville, CT 06479

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Sue Vivian	Early Childhood Consultant	None	Training/Coaching	4.1.1955
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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



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

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

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1				
2				
3				
4				

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

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

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

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1			
2			
3			
4			

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

**For Partnership/Sole Proprietor**

In presence of:

  
Witness Daniel Shea

Sue Vivian, Early Childhood Consulting

Name of Partnership/Business

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

By: Sue Vivian  
Name of General Partner/ Sole Proprietor  
54 Buckland Street, Plantsville, CT 06479  
Address of Business

State of Connecticut )  
042548959 ) SS  
County of Hartford )



Sue Vivian being duly sworn,  
Sue Vivian,  
Deposes and says that he/she is sole proprietor of Early Childhood Consultants, Inc.  
he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 16<sup>th</sup> day of MARCH 2019.  
[Signature] (Notary Public)  
My Commission Expires: 6/30/22

For Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Signatory

\_\_\_\_\_  
Address of Business

NOT APPLICABLE

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

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

Sue Vivian, 54 Buckland Street, Plantsville, CT

**CITY OF WATERBURY**

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

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

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

\_\_\_\_\_  
(Notary Public)

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

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

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

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

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

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

Sue Vivian

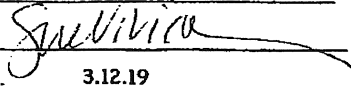
54 Buckland Street

Plantsville, CT 06479

Print Name and Title of Authorized Representative:

Sue Vivian, Early Childhood Consultant

Signature of Authorized Representative:

  
Date: 3.12.19

## CITY OF WATERBURY

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019)**  
**Persons or Entities Conducting Business with the City****I. Outstanding Purchase Orders of Contracts with the City****A. Contracts**

No Contracts with the City

☐

Education Consultant and Professional Development Services

(Service or Commodity Covered by Contract)

September 2018 - June 2019

(Term of Contract)

Education Consultant and Professional Development Coaching

(Service or Commodity Covered by Contract)

September 2018 - June 2019

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019)****Persons or Entities Conducting Business with the City****B. Purchase Order(s).****No Purchase Order(s) with the City**☐

Purchase Order #160962 - Quality Enhancement Coaching

(Service or Commodity Covered by Purchase Order)

8/8/2018

(Date of Purchase Order)

Purchase Order # 163220 - Sue Vivian Consultant/PD Services

(Service or Commodity Covered by Purchase Order)

10/23/2018

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

## CITY OF WATERBURY

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019)**  
**Persons or Entities Conducting Business with the City****II. Financial Interest Disclosure**(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)**No Officials, Employees or Board and Commission Members with  
Financial Interest**

(Name of Official)

(Position with City)

(Nature of Business Interest)

(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)

(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

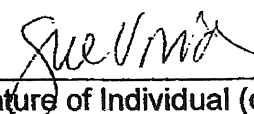
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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

I have read and agree to the above certification.

Sue Vivian, Early Childhood Consultant

(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

3.12.19

Date

Sue Vivian, Early Childhood Consultant

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered





# Attachment B

## Resume

**Susan LaRese Vivian**  
**54 Buckland Street**  
**Plantsville, CT 06479**  
**860.406.1190**

**Philosophy:**

I believe in children. My goal is to help each child reach their full potential by inspiring them in a creative, inclusive, and caring environment and to foster skills in parents and teachers that make learning come alive. My dream is for children, families, and teachers to become lovers of learning and eager discoverers with opportunities to experience a sense of compassion for others and a sense of wonder in the world around them.



**Education:**

Wheelock College  
Boston, MA  
Bachelor's Degree - Early Childhood Education

**Responsibilities as an Early Childhood Consultant have included:**

Trainer and Coach for the CT State Department of Education's Training and Coaching Initiatives:

- ..Two years with Recognition/Response
- ..Six years with Training Wheels
- ..Three years with the Early Learning and Development Standards
- ..Fifteen years with the School Readiness Grant (SR)
- ..Three years with the Preschool Development Grant (PDG)
- ..One year with the CT Pyramid Model for Social Emotional Development

Co-presenter with CT State Department of Education Early Childhood Staff for the following trainings:

- 'Making Learning Standards Come Alive'
- 'Supporting All Children: Early Childhood SRBI'
- 'Constructing Learning Experience Plans'
- 'Intentional Teaching: Continuing Best Practice with Early Learning'
- 'Best Practice Using the New Early Learning and Development Standards'

Liaison for 5 School Readiness Competitive Communities

Manager for Federal Grants:

- ..Responsible for managing Federal Head Start Grant and supervising six coaches working in Head Start Programs in the New Britain, Litchfield, Stamford, Ansonia, and New Milford communities
- ..Liaison for the Federal Preschool Development Grant in Wolcott

Monitoring/Coaching/Training (Danbury, Meriden, Griswold, Middletown, Hartford, Norwich, and Waterbury)

CT Community Foundation's Preschool to Grade Three Literacy Projects:

- ..Liaison responsible for supporting the building of Community Early Childhood Councils in seven communities.
- ..Facilitator/Trainer to increase quality in non-School Readiness programs.

Preschool Curriculum Trainings throughout the state for teachers, families, and administrators

Sue Vivian, Buckland Street, Plantsville, CT 06479

**Work Experience:**

Early Childhood Consultant  
2013 - Present

**EDUCATION CONNECTION**

Litchfield, CT  
Early Childhood Consultant  
2007- 2013

Plymouth Family Resource Center  
Plymouth Center School  
Plymouth, CT  
Coordinator  
2000-2007

Bush Center for Child Development and Social Policy  
Yale University  
New Haven, CT  
ECERS Researcher: Study on CT Childcare  
1998-2000

Village Green Nursery School  
Southington, CT  
Preschool Teacher  
1996-1998

Home Childcare Provider  
Plantsville, CT  
1983-1996

Kearns Elementary School  
Granby, CT  
Kindergarten and Second Grade Teacher  
1977-1983

**Skills, Knowledge, and Experience:**

- Knowledge of current research-based best practices in early childhood education
- Understanding of the CT Preschool Curriculum/Assessment Frameworks (PCF/PAF) and Early Learning and Development Standards (ELDS) principles and experience with the practical application of these standards in classrooms
- Expertise to support development of the *social emotional/self-regulation skills aligned to the CT Pyramid Model*
- Knowledge of teaching practices, learning styles, and approaches that facilitate young children's growth and development
- Knowledge of the relationship between curriculum, assessment, and instruction
- Experience applying the cycle of intentional teaching with young and adult learners
- Knowledge and experience in using the coaching process to develop strong teachers/directors
- Ability to develop relationships to support growth in a diverse population
- Knowledge of effective staff development practices with individuals, small, and large groups
- *Effective collaboration, problem solving, planning, organizational, and communication skills*
- Ability to structure time and manage priorities
- Flexible, yet tenacious, when working towards a goal
- Enthusiasm for working with young children, families, and teachers

## ATTACHMENT C

**Kevin McCaffery**  
**DIRECTOR OF PURCHASING**  
**236 GRAND STREET**  
**WATERBURY, CT 06702**

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

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

The undersigned acknowledges receipt of addenda numbered: (insert date)

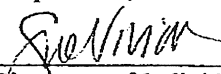
1 \_\_\_\_\_ 4 \_\_\_\_\_  
 2 \_\_\_\_\_ 5 \_\_\_\_\_  
 3 \_\_\_\_\_ 6 \_\_\_\_\_

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

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

042548959

Social Security Number  
 or Federal Identification Number

  
 Signature of Individual or Corporate Name

\_\_\_\_\_  
 Corporate Officer  
 (if applicable)

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

Name Mr. Keven McCaffery  
 By: Director of Purchasing  
 (Title)  
 Business Address: City of Waterbury  
(City, State, Zip Code)  
235 Grand Street  
Waterbury, CT 06702  
 Phone: 203.597.3444

Date: March 18, 2018

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

Sue Vivian, Buckland Street, Plantsville, CT 06479

## Additional Requested Information

1. Proposer Information: Please provide the following information:

a. Firm Name

**Sue Vivian, Early Childhood Consultant**

b. Permanent main office address

**54 Buckland Street, Plantsville, CT 06479**

**vivian.ecconsulting@gmail.com**

c. Date firm organized

**June 1, 2013**

d. Legal Form of ownership. If a corporation, indicate where incorporated.

**Sole Proprietor**

e. How many years have you been engaged in services you provide under your present name?

**5 years**

f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

**NA**

2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

**Philosophy**

**I believe in children. My goal is to help each child reach their full potential by inspiring them in a creative, inclusive, and caring environment and to foster skills in parents and teachers that make learning come alive. My dream is for children, families, and teachers to become lovers of learning and eager discoverers with opportunities to experience a sense of compassion for other, and a sense of wonder in the world around them.**

**Primary Business Focus**

**Training, Consulting, and Coaching**

b. **Summary of Relevant Experience.** A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.
- Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.  
Work in the last three years included:

- **Coach for Preschool Instructional Leaders, Hartford School Readiness Quality Enhancement Grant, Jane Crowell/ Assistant Director Families, Children, Youth, and Recreation, 550 Main Street/Room 306, Hartford, CT, 860.757.9634 (\$15,000.)**
- **Wolcott School Readiness Liaison, Wolcott School Readiness Grant, Rosa Ramalhete/Co-Chair School Readiness Council, 1488 Woodtick Rd. Wolcott, CT, 203.879.8178 (\$39,000.)**
- **Norwich School Readiness Monitor, Norwich School Readiness Grant, Carole Glenn/Early Childhood Program Manager, 44 Hatchetts Hill Rd., Old Lyme, CT, 06371, 860.434.4800 (\$10,000.)**
- **Each contract listed was for the 2016-2017, 2017-2018, 2018-2019 years and all were completed within original contract timeframe and budget.**
- **Sue Vivian had two contracts with the City of Waterbury and the Waterbury School Readiness Council for the 2018-2019 year. The contracts were for training and coaching with 30 Waterbury preschool teachers for the CT School Readiness Quality Enhancement Grant. (\$22,400. and \$19,000.)**

c. **Personnel Listing.** A complete listing of the staff identified in the work plan by

job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

**Sue Vivian, Early Childhood Consultant. Please see attached Resume.**

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

**None**

**3. Statement of Qualifications and Work Plan**

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

**Sue Vivian graduated with a degree in Early Childhood from Wheelock College in Boston. She has taught in a variety of settings, including preschool, kindergarten, and second grade.**

**Her work experience includes serving as a home childcare provider, an assessor fo the ECERS (Early Childhood Environmental Rating Scale) for a Yale University study, and Coordinator of a Family Resource Center.**

**As an independent Early Childhood Consultant, Sue's responsibilities include training/coaching preschool teachers in a variety of communities (both public school and community based programs), School Readiness/Preschool Development Grant Liaison work, and as a trainer/coach for the CT Office of Early Childhood initiatives.**

**These include:**

- ..Recognition and Response**
- ..Training Wheels**
- ..Early Learning and Development Standards**
- ..Documentation and Observation for Teaching System**
- ..Pyramid Model**

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

**Research has shown that traditional workshops and consultation visit do not produce the results we want for improving educational outcomes for young children. The ability of teachers to transfer knowledge and put these skills into practice requires that we think behind the usual training/consultation model to one the includes a coaching component. Intense assistance for teachers is imperative to produce an atmosphere of ongoing reflection about then children in their classrooms, the use of developmentally appropriate practice, the Cycle of Intentional Teaching, the Early Learning and Development Standards, the new Documentation and Observation Teaching System, and the Pyramid Model for Social Emotional Development.**

**We want teachers to be experts in critical thinking, analyzing data, and reflection: noticing what happened/did not happen, pondering why, and creating a plan to use this information to improve outcome for children.**

**As an evaluation system, we will be using teacher pre/post surveys which offers both an opportunity for teachers to observe their professional growth and allow for project assessment. Each visit with teachers will be documented with observation notes, big ideas discussed, and next steps. These will be share with teachers and the School readiness Liaison. AN End of the Project Report will be created and submitted with teacher growth over time assessment outcomes for evaluation purposes.**

c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.



**The Consultant, Sue Vivian, will work closely with the Waterbury School Readiness Liaison to meet the needs and requirements of the grant including number of participants, timing, and specificity of support.**

**4. Cost Schedule.** Proposals shall include a detailed budget for work to be performed, inclusive of all personnel and non-personnel expenses. This price should encompass the section of Scope of Services in this RFP that the applicant is responding to. Those responding to the (RBT) Registered Behavior Technician to provide behavior and related services to students, ages 3-5 in a community childcare setting should do so indicating an hourly rate for these service. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H. 3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section

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

**Please see attached sealed envelope marked:  
'Sue Vivian, Confidential Cost Proposal'**

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

**5. Information Regarding: Failure to Complete Work, Default and Litigation.**  
Please respond to the following questions:

- Have you ever failed to complete any work awarded to you? If so, where and why?  
**No**
  - Have you ever defaulted on a contract? If so, where and why?  
**No**
  - Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.  
**No**
  - Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.  
**No**
  - Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.  
**No**
  - During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.  
**No**
  - Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?  
**No**
6. **Exceptions and Alternatives.** Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for

Proposals.

**None**

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

**None**

# Attachment D

## Insurance Bid Specifications

Contract Term: July 1, 2019-June 30 2020

**Recommended Insurance Coverages and Limits:**

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

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

**Auto Liability:**                \$1,000,000 Combined Single Limit each Accident  
   Any Auto, All Owned and Hired Autos

**Workers Compensation:**    WC Statutory Limits  
   Employer Liability (EL)  
   \$500,000 EL each Accident  
   \$500,000 EL Disease each Employee  
   \$500,000 EL Disease Policy Limits

**Excess/ Umbrella Liability:** \$1,000,000 each Occurrence  
   \$1,000,000 Aggregate

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

**Other Insurance Required:**    Abuse/Molestation Liability Ins. \$1,000,000 each Occurrence  
   \$1,000,000 Aggregate  
   (Applicable to Contractors working directly with youth/Minors)

**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

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

Policy Number: PED0928579

Effective Date: 10/31/18

Endt. Number:

**Named Insured & Address:**

Sue Vivian Early Childhood Consultant

Susan LaRese Vivian

54 Buckland St

Plantsville, CT 06479

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies the insurance provided under the following:

**PRIVATE EDUCATORS PROFESSIONAL LIABILITY POLICY – 4410 PL****SCHEDULE****Name Of Person Or Organization:**

City of Waterbury

235 Grant Street

Waterbury, CT 06702 - Additional Insured on Off-Premises Coverage Only

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section VI – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for damages and **Defense Expenses** resulting from a **Private Educators Professional Liability Act or Omission** committed, in whole or in part, by you or those acting on your behalf, in connection with the performance of, or failure to perform, your professional educational duties.

All other terms, conditions, definitions and exclusions remain the same.



**Century Surety  
Company**

550 Polaris Parkway, Suite 300  
Westerville, Ohio 43082  
614-895-2000

www.centurysurety.com

## CERTIFICATE OF INSURANCE

**Named Insured:** Sue Vivian Early Childhood Consultant

Susan LaRese Vivian

**Address:** 54 Buckland St

**City, State Zip:** Plantsville, CT 06479

This Certificate is provided only for information purposes and confers no rights upon the certificate holder. It does not amend, extend, reduce or otherwise alter the coverage afforded by the policy shown below, nor does it constitute a contract between this insurance company, or its authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the Certificate holder is an additional insured, the policy must be endorsed.

<b>Producer:</b>	<b>Policy No.:</b> PED0928579
<b>Name:</b> Richard F. Jones Jr., Agent/Broker	<b>Policy Effective Date:</b> 10/31/18
<b>Address:</b> 3130 Broadway	<b>Policy Expiration Date:</b> 10/31/19
<b>City, State Zip:</b> Kansas City, Missouri 64111	<b>Tab No.:</b> 58729

**Coverages:** This certifies that the policy of insurance shown below was issued to the Named Insured above for the policy period stated herein, commencing with the policy effective date and concluding with the policy expiration. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of such policy in spite of any requirement, term or condition of any other contract or document with respect to which this Certificate may pertain. The Limit of Liability shown below may have been reduced by paid Claims.

<b>Private Educators Professional Liability (Claims Made)</b>	<b>Off Premises Liability</b>
<b>Limit of Liability:</b>	<b>Limit of Liability:</b>
\$ <u>1,000,000</u> Per Claim Limit of Liability	\$ <u>1,000,000</u> Per Claim Limit of Liability
\$ <u>3,000,000</u> Aggregate Limit for all Claims	\$ <u>3,000,000</u> Aggregate Limit for all Claims
<b>Deductible:</b>	<b>Deductible:</b>
\$ <u>1,000</u>	\$ <u>1,000</u>

<b>Certificate Holder:</b>	<b>Cancellation:</b> In the event the above described policy is cancelled before the expiration date shown above, notice of cancellation will be delivered in accordance with the policy provisions.
City of Waterbury 235 Grand Street Waterbury, CT 06702	<i>Richard F. Jones Jr.</i>

**Date Issued:** 11/1/18

Authorized Representative

# **PROFESSIONAL SERVICES AGREEMENT**

**RFP No. 6327**

**for**

**Quality Enhancement Grant**

**between**

**The City of Waterbury, Connecticut**

**and**

**Easterseals Rehabilitation Center**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and Easterseals Rehabilitation Center, 22 Tompkins Street, Waterbury, CT, 06708. ("Consultant")

**WHEREAS**, the City was awarded a Quality Enhancement Grant for the year July 1, 2019, through June 30, 2020, grant number 151-002-11000-17097-2020-82079-170018; and

**WHEREAS**, The Consultant has responded to the City of Waterbury RFP 6327, and was selected to provide consulting services under the Quality Enhancement Grant; and

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

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

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

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



1.2 The Consultant will provide a minimum of three hundred and fifty four (354), hours of services. Direct services to be provided by the Behavior Therapist under the supervision and direction of the BCBA and the BCBA approval and review of plan, in the areas of:

1.2.1 sixty-eight (68) total initial evaluation hours which includes behavior discussion with classroom teachers, identification of students with needs, data collection implementation, direct classroom observations, and mileage/travel.

1.2.2 one (51) total student evaluation hours including an individual evaluation of the students' behavior and data collection from the initial evaluation materials.

1.2.3 one hundred and fifty six (156) total behavior plan development hours which includes construction of individualized behavior management plans developed by the Behavior Therapist in consultation with the BCBA.

1.2.4 thirty (30) staff training hours including sharing the data results, behavior modification plan/techniques implementation and other recommendations.

1.2.5 thirty five (35) hours of family consultation which includes sharing of findings and the behavior plan with the students' parents, family.

1.2.6 fourteen (14) total hours of behavior maintenance which includes a check in with each site to offer behavior suggestions and to ensure fidelity of the behavior interventions.

1.3 The services provided by the Consultant are as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof: **Attachment A** shall consist of the following:

1.3.1 Quality Enhancement Grant, (consisting of 68 pages). (Incorporated herein by reference. The Consultant acknowledges that it has a copy of this document in her possession.)

1.3.2 City of Waterbury RFP 6327 (consisting of 42 pages). Excluding City Sample Contract, Contract Compliance Packet and, Attachment C - Non-Collusion Form) (Attached hereto.)

1.3.3 Consultant's response to City of Waterbury RFP 6327, consisting of 46 pages. (Attached hereto.)

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and

shall be effective and binding on the Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Agreement
- 1.2.2 The Quality Enhancement Grant
- 1.2.3 The Request for Proposal
- 1.2.4 Contractor's Response
- 1.2.5 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.6 Technical Specifications

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

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

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

**2.3. Criminal Background Check and DCF Registry Check.** Consultant represents and warrants that she and her employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime, have no criminal investigation pending and that each of them have submitted to a state and national criminal history records check. The Consultant further represents and warrants that each records check has not revealed any violations or criminal activities, that she and her employees have submitted to a DCF registry check, that there are no pending actions with the Department of Children and Families against any of them and none of them are listed on the child abuse and neglect registry. The City and Board shall rely upon these representations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Contract Time.** The Consultant shall commence all work and services required here under upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2020. ("Contract Time.")

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

**6.1. Fee Schedule.** The fee payable to Consultant shall not exceed **SIXTEEN THOUSAND SEVEN HUNDRED THIRTY-FIVE DOLLARS (\$16,735.00)** for the entire term of this agreement, with the basis of payment being as set forth in the Consultants Fiscal Year 2020 ED 114 Budget form as provided in the Consultants response to RFP # 6327 and attached here to as **Attachment A**.

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

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

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

**6.4. Proposal Costs.** All costs of the Consultant in preparing its proposal for RFP No. 6327 shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

**6.6. Liens.** Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu

thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

**8. Indemnification.**

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

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

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

**9. Consultant's Insurance.**

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

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

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

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

**9.4.1 General Liability Insurance:** \$1,000,000 per Occurrence / \$2,000,000 General Aggregate / 2,000,000 Products/Completed Operations Aggregate

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

**9.4.2 Automobile Liability Insurance:** \$1,000,000 Combined Single Limit each Accident for Any Auto, All Owned and Hired Autos

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

**9.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:



EL Each Accident \$500,000.00  
EL Disease Each Employee \$500,000.00  
EL Disease Policy Limit \$500,000.00

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

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

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

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

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

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

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

less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

**10.3.1** The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to

certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and

Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

## **12. Confidentiality/FERPA.**

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

**12.2** Any and all materials contained in a City of Waterbury students file that are entrusted to the Consultant or gathered by the Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the Consultant shall be used solely for the purposes of providing services under this agreement.

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

## **13. Termination.**

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

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the

City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

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

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

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

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

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

**13.4. Rights Upon Cancellation or Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. Independent Contractor Relationship.** The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City



of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

**25. Contract Change Orders.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant:	Easterseals Rehabilitation Center 22 Tompkins Street Waterbury, CT, 06708
City:	City of Waterbury c/o Department of Education – Chief Operating Officer& Chief of Staff 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 Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

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

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

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

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

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

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

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

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

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6

herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**{signature page to follow}**

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

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

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

\_\_\_\_\_

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

WITNESS:

EASTERSEALS REHABILITATION CENTER

\_\_\_\_\_

By: \_\_\_\_\_  
Lorraine Shea, President

\_\_\_\_\_

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

## **ATTACHMENT A**

1. Quality Enhancement Grant, (consisting of 68 pages). (Incorporated herein by reference. The Consultant acknowledges that it has a copy of this document in her possession.)
2. City of Waterbury RFP 6327 (consisting of 42 pages). Excluding City Sample Contract, Contract Compliance Packet and, Attachment C - Non-Collusion Form) (Attached hereto.)
3. Consultant's response to City of Waterbury RFP 6327, consisting of 46 pages. (Attached hereto.)





## **ATTACHMENT A**

City of Waterbury RFP 6327 (consisting of 42 pages). Excluding City Sample Contract, Contract Compliance Packet and, Attachment C - Non-Collusion Form) (Attached hereto.)

## **ATTACHMENT A**

Consultant's Response to City of Waterbury RFP 6327 (Consisting of 46 pages.) (Attached hereto.)

# **PROFESSIONAL SERVICES AGREEMENT**

**RFP No. 6327**

**Between**

**The City of Waterbury**

**and**

**Darlene Ragozzine, Consultant**

**for**

**Consultant Services under the**

**Quality Enhancement Grant**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and Darlene Ragozzine, 3 Timberland Way, Beacon Falls, CT 06403 ("Consultant").

**WHEREAS**, the City was awarded a Quality Enhancement Grant for the year July 1, 2019, through June 30, 2020, grant number 151-002-11000-17097-2020-82079-170018; and

**WHEREAS**, The Consultant has responded to the City of Waterbury RFP 6327, and was selected to provide consulting services under the Quality Enhancement Grant; and

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

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

**1. Scope of Services.** The Consultant shall furnish all of the labor, services, 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, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

**1.1** The Project consists of, and the Consultant shall provide, services to enhance quality in early childhood programs by providing on-site monitoring and support for early childhood programs for the 11 School Readiness Quality Components as outlined in the School Readiness Grant. Consultant shall review and observe classrooms, and reporting thereof. Additionally, Consultant shall complete and deliver such other duties and materials as detailed and described in **Attachment A** and are hereby made material provisions of this Contract.

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

1.1.1 Quality Enhancement Grant, (consisting of 68 pages). (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)

1.1.2 City of Waterbury RFP 6327 (consisting of 42 pages) excluding Contract Compliance Packet and, Attachment C - Non-Collusion Form). (Attached hereto.)

1.1.3 Consultant's response to City of Waterbury RFP 6327, (consisting of 74 pages), excluding City of Waterbury RFP 6327. (Attached hereto.)

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

1.2.1 This Agreement

1.2.2 The Quality Enhancement Grant

1.2.3 The Request for Proposal

1.2.4 Consultant's Response

1.2.5 Federal, State, and Local Laws, Regulations, Charter and Ordinances

1.2.6 Technical Specifications

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

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

2.2. **Representations regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services

under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

**2.3. Criminal Background Check and DCF Registry Check.** Consultant represents and warrants that she and her employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime, have no criminal investigation pending and that each of them have submitted to a state and national criminal history records check. The Consultant further represents and warrants that each records check has not revealed any violations or criminal activities, that she and her employees have submitted to a DCF registry check, that there are no pending actions with the Department of Children and Families against any of them and none of them are listed on the child abuse and neglect registry. The City and Board shall rely upon these representations.

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

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

**3.2. Working Hours.** To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times.

This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

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

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

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

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

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

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore

the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

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

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

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

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

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

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

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

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

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

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

5. **Contract Time.** The Consultant shall commence all work and services necessary under this Agreement upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2020. ("Contract Time.")

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

6.1 **Fee Schedule.** The fee payable to Consultant shall not exceed **Eight Thousand Six Hundred Twenty-Five Dollars (\$8,625.00)** for the entire term of this agreement, with the basis of payment being as follows and as set forth in the Budget Justification of Consultants Response to RFP:

6.1.1 For services performed pursuant to Activity I:  
Professional Educational Services for 69 hours at the  
rate of \$125.00 per hour, inclusive of all preparation, meetings,  
monitoring of classrooms and reporting, in an amount not to exceed;  
Eight Thousand Six Hundred Twenty-Five Dollars.....\$8,625.00

6.1.2 Total Compensation payable pursuant to this Agreement  
in an amount not to exceed;  
Eight Thousand Six Hundred Twenty-Five Dollars.....\$8,625.00

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

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

6.3 **Review of Work.** The Consultant shall permit the City to review, at any time, all work performed under the terms of this agreement at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the agreement, settlement of claims or



any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City determines that the Consultant has completed the work in accordance with the requirements of this agreement.

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

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

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

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

**8. Indemnification.**

**8.1.** The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in

part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Consultant duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

8.6. In the event this Contract and/or the 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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

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

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

## **12. Confidentiality/FERPA.**

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

**12.2** Any and all materials contained in a City of Waterbury students file that are entrusted to the Consultant or gathered by the Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the Consultant shall be used solely for the purposes of providing services under this agreement.

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

## **13. Termination.**

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

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

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

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

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

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

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

calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

#### **13.4. Rights Upon Cancellation of Termination.**

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

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

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



prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

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

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

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

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

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

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

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

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

shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

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

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

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

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

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

**25. Contract Change Orders.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant: Darlene Ragozzine  
3 Timberland Way  
Beacon Falls, CT 06403

City: City of Waterbury  
c/o Department of Education  
Chief Operating Officer & Chief of Staff  
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 Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

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

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

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

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

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

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

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

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

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

pursuant to the Act.

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

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

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

\_\_\_\_\_

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

WITNESS:

CONSULTANT  
DARLENE RAGOZZINE

\_\_\_\_\_

By: \_\_\_\_\_  
Sue Vivian

\_\_\_\_\_

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

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\School Readiness Contracts\Ragozzine, Darlene - Quality Enhancement Consultant - CRT19-255\Final Documents\Final 9.26.19.docx

**ATTACHMENT A**



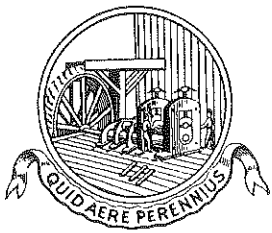
1. Quality Enhancement Grant, consisting of 68 pages). (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
2. City of Waterbury RFP 6327 (consisting of 42 pages) excluding Contract Compliance Packet and, Attachment C - Non-Collusion Form). (Attached hereto.)
3. Consultant's response to City of Waterbury RFP 6327, (consisting of 74 pages) excluding City of Waterbury RFP 6327. Attached hereto.)

**ATTACHMENT A**

City of Waterbury RFP 6327 (consisting of 42 pages) (Attached hereto).

## **ATTACHMENT A**

Consultant's Response to City of Waterbury RFP 6327 (Consisting of 74 pages.) (Attached hereto.)



# Waterbury Public Schools Item #3

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

William F. Clark  
Chief Operating Officer

## MEMORANDUM

**TO:** Honorable Board of Education

**FROM:** William F. Clark, Chief Operating Officer *WFC/mc*

**DATE:** October 1, 2019

**SUBJECT:** Contract for Food Service Courier Services with Abbey Vending

The Education Department would like to contract with Abbey Vending to provide courier services for the Education Department's Food Services School Lunch Program. An Invitation to Bid (#6184) was sent out to 238 vendors through the City's Purchasing Department, of these, three responded. Abbey Vending was the lowest bidder and has done exceptional work for the Education Department in the past. Their staff is dependable and trustworthy. This contract is for the remaining two years of the bid.

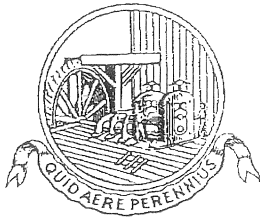
Contractor services include pick-up of bank bags from various schools and depositing them at Webster Bank. The term of this agreement is July 1, 2019 through June 30, 2021 for approximately 220 days (in-session and during summer months). The daily rate will be \$134.00 per day from July 1, 2019 through June 30, 2020, with an increase to \$138.00 per day for July 1, 2020 through June 30, 2021. The total contract amount is \$59,840; \$29,480 for 2019-2020 and \$30,360 for 2020-2021. Vendor carries insurance coverages recommended by the City's Risk Manager.

The agreement is being developed by Corporation Counsel and will be available for your review as soon as possible. Thank you for your consideration.

WFC/mc

Attachment

c: Linda Wihbey, Corporation Counsel  
Linda Franzese, Food Service Director  
File



# Waterbury Public Schools

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

Mrs. Melissa Baldwin  
Director of Special Education

September 24, 2019

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

and

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

Re: Approval of 3 contract amendments for out of district placements for students with disabilities between the City of Waterbury and Area Cooperative Educational Services (ACES), Benhaven, Inc. and the Connecticut Institute for the Blind Inc. (Oak Hill).

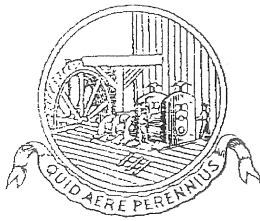
Dear Honorable Board of Aldermen and Board of Education:

I respectfully request your review and approval of the three above-referenced Amendments to three year contracts between the City of Waterbury and:

Area Cooperative Educational Services (ACES) to increase by the amount of \$400,000 the total amount of the contract to \$3,534,672;

Benhaven, Inc. to increase by the amount of \$70,000 the total amount of the contract to \$1,167,292; and

Connecticut Institute for the Blind, Inc. (Oak Hill) to increase by the amount of \$625,000 the total amount of the contract to \$1,148,392.



# Waterbury Public Schools

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

Mrs. Melissa Baldwin  
Director of Special Education

All of these facilities operate schools for students with disabilities and specialized educational needs. The contracts are not subject to the solicitation process as it is exempt under Section 38.029 (D) of the City of Waterbury, Centralized Procurement System. Section 38.029 (D) states, in pertinent part: "procurement of services...that are necessary for instruction and related services to be provided to individual students with disabilities in accordance with the requirements of the Individuals with Disabilities Education Act ("I.D.E.A.") and their respective regulations ..." are exempt from the competitive bidding process.

Under the I.D.E.A., the Waterbury School District is required to provide services for each student with disabilities according to their Individual Education Plans (I.E.P.s). Students with disabilities are placed by the District under these contracts in each of the facilities listed herein. The Waterbury School District has contracted with all of these facilities for similar services in the past and has been satisfied with the services provided.

The terms of the current three-year ACES contract and the current three year Benhaven, Inc. contract expire on June 30, 2020. The term of the three year CT Institute for the Blind (Oak Hill) contract expires on June 30, 2021. My department is seeking tax clearances for the facilities which will be obtained by the meeting. I appreciate your consideration in this important matter.

Sincerely,

Melissa Baldwin

Encs.

**AMENDMENT 1  
TO  
AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
and  
CONNECTICUT INSTITUTE FOR THE BLIND, INC. DBA OAK HILL**

THIS AMENDMENT 1, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, hereinafter referred to as the "City" and Connecticut Institute for the Blind, Inc. dba Oak Hill, a duly registered State of Connecticut Corporation doing business at 120 Holcombe Street, Hartford, Connecticut 06112, hereinafter referred to as the "Contractor".

**WHEREAS**, on December 21, 2018 the parties entered into an Agreement to provide education services to children with disabilities pursuant to the Individuals with Disabilities Education Act ("I.D.E.A."), for three fiscal years commencing on July 1, 2018 to June 30, 2021, ("Agreement") ; and

**WHEREAS**, Connecticut Public Act 18-125 made significant changes to the Connecticut Student Data Privacy Act of 2016; and

**WHEREAS**, Connecticut Public Act 18-183 requires agreements with private providers of special education to include certain provisions; and

**WHEREAS**, the parties wish to amend the Agreement to provide for additional compensation for additional services to be provided in accordance with the terms of the Agreement and to include and or revise language to comply with Connecticut Public Acts Nos. 18-125 and 18-183.

**NOW THEREFORE**, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. Scope of Services

Paragraph 1.1. shall be deleted in its entirety and replaced with the following:

"1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section

10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.”

Paragraph 1.2. shall be deleted in its entirety and replaced with the following:

“1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student’s IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.”

Paragraph 1.4 shall be deleted in its entirety and replaced with the following:

“1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor’s facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor’s billing”.

Paragraph 1.8 shall be added to read as follows:

“1.8 The parties agree to review each student’s progress and need for services at least yearly, at the student’s annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.”

### 3. Payment

Paragraph 3.1 shall be amended to read as follows:

“3.1 The City shall pay Contractor the amount up to One Million One Hundred Forty-Eight Thousand Three Hundred Ninety-Two Dollars (\$1,148,392.00) for the entire three year contract term, for the educational program, supports and related services properly delivered hereunder, unless this Agreement is terminated as provided herein. The basis for payment of said services shall be as set forth in Attachment A entitled “Rate Schedule”. The Contractor’s Rate Schedule shall provide and explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child’s I.E.P. and shall be in accordance with the City of Waterbury’s payment policy and procedures. Contractor shall provide a yearly “Rate Schedule” for each fiscal year of this three year agreement for all services that may be rendered by Contractor under this Agreement.”

Paragraph 3.3 shall be amended to read as follows:

“3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the “Rate Schedule” for that fiscal year. Payment for each child may be changed from time to time based upon each child’s individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.”



4. Records/Reports

Paragraph 4.3 shall be added to read as follows:

“4.3 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

Paragraph 4.4 shall be added to read as follows:

“4.4 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Privacy

Paragraphs 5.1 through 5.11 shall be deleted in their entirety and replaced with the following:

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

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

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

5.4 A student, parent or legal guardian of a student may review personally

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

5.5 The Contractor shall take actions designed to ensure the security and confidentiality of student data.

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

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

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

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

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

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

8. Representations Regarding Qualification

The following language shall be added to paragraph 8.3:

“Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.”

11. Contractor's Liability Insurance

The following language shall be added as Paragraph 11.3.6, and Paragraphs 11.3.6, 11.3.7 and 11.3.8 shall be renumbered 11.3.7, 11.3.8 and 11.3.9 respectively:

“11.3.6 Excess Liability Insurance Coverage with limits of \$1,000,000 per Occurrence /\$1,000,000 Aggregate

6. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect and binding on the parties hereto.

[Signature page follows.]

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

WITNESSES:

CITY OF WATERBURY

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

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

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

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

WITNESSES:

CONNECTICUT INSTITUTE FOR  
THE BLIND, INC. dba OAK HILL

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

By: \_\_\_\_\_

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

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

## Schedule "A"

"Yearly Rate Schedule and Calendar"

City of Waterbury

And

Connecticut Institute for the Blind, Inc., DBA Oak Hill

(Consisting of 3 pages)

### 2019--20 School Calendar

#### Special Education rate per year

Eighty-Six Thousand Three Hundred Eighty-Two Dollars and Fifty  
Cents.....\$86,382.50

### 1; 1 Staffing rates

#### Aide

Thirty-One Dollars and Twenty-Three Cents per  
hour.....\$31.23/hr

#### Licensed Practical Nurse

Forty Dollars and Sixty-Three Cents per  
hour.....\$40.63/hr



120 Holcomb Street  
Hartford, CT 06112  
860-242-2274  
OakHillCT.org

Dear, Colleagues, Parents, Guardians, and Students

May 1, 2019

**Re: 2019-2020 Oak Hill School Calendar**

Oak Hill School offers a 12 month 250-day educational school program. As such, there is no schedule of school vacations for students. School programming occurs for each student whenever they are in attendance.

Oak Hill School classrooms will be closed for (1) full day for professional development and classrooms are closed on the 11 designated holidays listed below.

Starting with the July 2019-2020 School Year calendar, Oak Hill School will have early dismissal at 1:00 pm for Professional Development on the 2<sup>ND</sup> Wednesday of each month.

Thursday, July 4, 2019	Independence Day
Monday, September 2, 2019	Labor Day
Friday, September 20, 2019	Professional Development (Full day no school)
Monday, October 14, 2019	Columbus Day
Thursday, November 28, 2019	Thanksgiving Day
Friday, November 29, 2019	Day after Thanksgiving
Wednesday, December 25, 2019	Christmas Day
Wednesday, January 1, 2020	New Year's Day
Monday, January 20, 2020	Martin Luther King Holiday
Monday, February 17, 2020	President's Day
Friday, April 10, 2020	Good Friday
Monday, May 25, 2020	Memorial Day

If you have questions regarding the school calendar, please feel free to contact Veronica Howard at (860) 769-3860.

*Mission: To empower students to learn through meaningful, functional, and innovative educational experiences which build self-advocacy, independence, and reinforce the dignity of students using comprehensive trans-disciplinary supports.*

The Connecticut Institute for the Blind, Inc. (dba Oak Hill) is a 501(c) (3) not-for-profit corporation



120 Holcomb Street  
Hartford, CT 06112  
860-242-2274  
OakHillCT.org

Every second Wednesday of the month, there will be a 1:00pm dismissal for all students due to professional development. The dates are as followed:

July 10, 2019

August 14, 2019

September 11, 2019

October 9, 2019

November 13, 2019

December 11, 2019

January 8, 2020

February 12, 2020

March 11, 2020

April 8, 2020

May 13, 2020

June 10, 2020

*Mission: To empower students to learn through meaningful, functional, and innovative educational experiences which build self-advocacy, independence, and reinforce the dignity of students using comprehensive trans-disciplinary supports.*

The Connecticut Institute for the Blind, Inc. (dba Oak Hill)  
is a 501(c) (3) not-for-profit corporation

AMENDMENT 1  
TO  
AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
And  
BENHAVEN INC.

THIS AMENDMENT 1, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury c/o the Board of Education, acting herein by Neil M. O'Leary, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, duly authorized, hereinafter referred to as the "City" or the "Board" and Benhaven, Inc., a Connecticut corporation doing business at 187 Half Mile Hill Road, North Haven, Connecticut 06473-4121, hereinafter referred to as the "Contractor".

WHEREAS, the parties entered into an Agreement to provide education to children with disabilities, which was effective on October 12, 2017 (hereinafter "Agreement"); and

WHEREAS, the parties wish to amend said Agreement to provide for additional payment for the additional services to be provided consistent with the Agreement.

NOW THEREFORE, it is mutually agreed as follows:

1. Payment.

1.1 Section 4, entitled "Payment", of the October 12, 2017 Agreement shall be amended as follows:

1.2 The City shall pay the Contractor an amount not to exceed ONE MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS (\$1,167,292.00) for the entire three year term of this Agreement, as amended by this Amendment 1, for Fiscal Years 2017 -2020 herein after referred to as "Total Payment". The Total Payment is comprised of the payment in the amount of ONE MILLION NINETY-SEVEN THOUSAND TWO HUNDRED NINETY-TWO DOLLARS (\$1,097,292.00) as set forth in the Agreement and the amount of SEVENTY THOUSAND DOLLARS (\$70,000.00) as set forth in this Amendment 1. Therefore, for the entire term of this Agreement, as amended by this Amendment 1, shall not exceed ONE MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS (\$1,167,292.00) for the entire three years of the Agreement.

1.3 The basis for payment to the Contractor, for services properly rendered, shall be as set forth in **Attachment A** entitled "Monthly and Hourly Rate Schedule- Fiscal Year 2019 to 2020", and per each individual child's I.E.P.

1.4 Payment shall be made only for the school days and for services as identified in each child's I.E.P. In the event that any such child enters the Contractor's facility at a time subsequent to the beginning of any given month, or leaves the facility prior to the end of



any given month, then payment to the Contractor shall be prorated and proportionately reduced. Payment to the Contractor shall be in accordance with the City of Waterbury's payment policy and procedures.

## 2. Student Data Privacy

2.1 Section 5 of the Agreement shall be removed in its entirety and replaced with the following:

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

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

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

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

2.6 The Contractor shall take actions designed to ensure the security and confidentiality of student data.

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

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

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

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

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

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

3. All other terms, conditions, and provisions of the February 6, 2015 Agreement shall remain in full force and effect and binding on the parties hereto

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

[Signature page follows.]

WITNESSES:

CITY OF WATERBURY

\_\_\_\_\_

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

Neil M. O'Leary

Mayor, City of Waterbury

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

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

WITNESSES:

BENHAVEN, INC.

\_\_\_\_\_

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

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

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

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

**SCHEDULE "A"**  
**Rate Schedule**  
**Fiscal Year 2019-2020**  
**City of Waterbury**  
**and**  
**Benhaven, Inc.**

**Benhaven School Rate Sheet July 1<sup>st</sup> 2019 June 30<sup>th</sup> 2020**

**1:1- \$12,922.38 per month**

**1:1 Partial \$11,871.78 per month**

**Regular 1:2 \$10,400.94 per month**

**Residential 1:1 with Transportation \$13,797.88 per month**

**Residential Partial 1:1 with Transportation \$12,747.28 per month**

**Residential 1:2 with Transportation \$11,276.44 per month**

AMENDMENT 1  
TO  
AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
And

AREA COOPERATIVE EDUCATIONAL SERVICES

THIS AMENDMENT 1, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury c/o the Board of Education, acting herein by Neil M. O'Leary, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, duly authorized, hereinafter referred to as the "City" or the "Board" and Area Cooperative Educational Services, a duly registered State of Connecticut Corporation doing business at 350 State Street, North Haven, Connecticut 06473, hereinafter referred to as the "Contractor".

WHEREAS, the parties entered into an Agreement to provide education to children with disabilities, which was effective on August 24, 2017 (hereinafter "Agreement"); and

WHEREAS, the parties wish to amend said Agreement to provide for additional payment for the additional services to be provided consistent with the Agreement.

NOW THEREFORE, it is mutually agreed as follows:

1. Payment.

1.1 Section 4, entitled "Payment", of the August 24, 2017 Agreement shall be amended as follows:

1.2 The City shall pay the Contractor an amount not to exceed THREE MILLION FIVE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS (\$3,534,672.00) for the entire three year term of this Agreement, as amended by this Amendment 1, for Fiscal Years 2017 -2020 hereinafter referred to as "Total Payment". The Total Payment is comprised of the payment in the amount of THREE MILLION ONE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS (\$3,134,672.00) as set forth in the Agreement and the amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) as set forth in this Amendment 1. Therefore, for the entire term of this Agreement, as amended by this Amendment 1, shall not exceed THREE MILLION FIVE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS (\$3,534,672.00) for the entire three years of the Agreement.

1.3 The basis for payment to the Contractor, for services properly rendered, shall be as set forth in **Attachment A** entitled "Monthly and Hourly Rate Schedule- Fiscal Year 2019 to 2020", and per each individual child's I.E.P.

1.4 Payment shall be made only for the school days and for services as identified in each child's I.E.P. In the event that any such child enters the Contractor's facility at a time subsequent to the beginning of any given month, or leaves the facility prior to the end of any given month, then payment to the Contactor shall be prorated and

proportionately reduced. Payment to the Contractor shall be in accordance with the City of Waterbury's payment policy and procedures. .

## 2. Student Data Privacy

2.1 Section 5 of the Agreement shall be removed in its entirety and replaced with the following:

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

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

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

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

2.6 The Contractor shall take actions designed to ensure the security and confidentiality of student data.

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

Upon discovery by the Contractor of a breach of Student Data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more

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

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

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

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

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

3. All other terms, conditions, and provisions of the February 6, 2015 Agreement shall remain in full force and effect and binding on the parties hereto

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

[Signature page follows.]

WITNESSES:

CITY OF WATERBURY

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

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

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

WITNESSES:

AREA COOPERATIVE EDUCATIONAL  
SERVICES

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

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

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



**SCHEDULE "A"**  
**Monthly and Hourly Rate Schedule**  
**Fiscal Year 2019-2020**  
**City of Waterbury**  
**and**  
**Area Cooperative Educational Services**

<b>ACES</b>	
<b>Special Education School</b>	<b>2019-2020 Tuition</b>
Whitney North	\$ 60,093
Whitney East/West	\$ 60,112
Mill Academy	\$ 62,088
Mill Elementary	\$ 65,000
Village School	\$ 64,357
EIBI	\$ 128,395
SAILS	\$ 133,141
<b>Magnet Schools</b>	
Thomas Edison Middle School	\$ 5,543
Wintergreen Interdistrict Magnet School	\$ 4,890
Educational Center for the Arts	\$ 5,145

Support Service Rates	
Service	2019-2020 Rates
Physical Therapy	\$99/Hour
Occupational Therapy	\$99/Hour
Speech and Language Therapy	\$99/Hour
Psychological Services	\$99/Hour
Social Work Services	\$99/Hour
Resource Room Teacher Support	\$99/Hour
Assistive Technology	\$135/Hour
Extension Therapy Consultation	\$130/Hour
Extension Therapy Contractual Services	\$99/Hour
<b>Technology</b>	
Data and Network Services	\$120/Hour
Technician	\$72/Hour
<b>Translations</b>	
Translations Tier I ex: Spanish, French, Italian, Polish	\$50
Translations Tier II ex: Ukranian, Russian, Korean, Chinese	\$75
Translations Tier III ex: Swahili	\$100
<b>Behavior Services</b>	
Behavior Analyst	\$725 Per Diem {180 Days}
Behavior Analyst	\$870 Per Diem (<180 Days)
Behavior Analyst	\$158/Hour
Behavior Technician	\$455 Per Diem {180 Days}
Behavior Technician	\$546 Per Diem (<180 Days)
Behavior Support Staff	\$390 Per Diem {180 Days}
Behavior Support Staff	\$468 Per Diem (<180 Days)
Functional Behavioral Assessments & Initial BIP	\$4,740
Program Audit	\$9,480
<b>Professional Development</b>	
Full Day Professional Development	\$1,100
Half Day Professional Development	\$700
Full Day Workshop	\$130

ACES Transportation Rates		
Tier One	2019-2020 Rate per Student, 180 Days	July 2019 Summer School Rate per Student, 18 Days
Includes East Haven, New Haven runs average under 9 miles and under 17 minutes		
Van or Car	\$9,353	\$935
Wheelchair	\$22,407	\$2,240
Tier Two		
Includes Branford, West Haven, and Woodbridge runs average 9 to 11 miles and 17 to 20 minutes		
Van or Car	\$9,410	\$941
Wheelchair	\$22,574	\$2,257
Tier Three		
Includes Ansonia, Bethany, Derby, Milford, Orange, Seymour and Shelton runs average 11 to 17 miles and 20 to 30 minutes		
Van or Car	\$10,931	\$1,093
Wheelchair	\$26,403	\$2,640
Tier Four		
Includes Oxford and Stratford runs average over 17 miles and over 30 minutes		
Van or Car	\$11,802	\$1,180
Wheelchair	\$28,256	\$2,825
Transportation for 190 day EIBI and SAILS Programs are calculated on the same daily rate as the 180 day transportation		



## *Waterbury Public Schools*

Dr. Michelle Baker, Assistant Superintendent  
236 Grand Street 2<sup>nd</sup> FL, Waterbury, CT 06702  
PHONE: 203-575-3707 FAX: 203-346-3509  
September 30, 2019

October 1, 2019

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

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

Dear Honorable Commissioners and Aldermen:

The Department of Pupil Services requests your approval of a contract with Waterbury Youth Service Inc. (WYS). WYS serves as the local youth service bureau for the City of Waterbury. The contract was not put out to bid due to the fact that WYS is the City of Waterbury's designated youth service bureau and the State grant for local youth service bureaus requires a City match of funding. Agreements between the City and a nonprofit entity for grants are exempt under Section 38.029 of the City's Procurement Ordinance.

The WYS state grant application was done and approved last year. WYS received an award of \$82,329 this year. State law requires that the City match the amount of state funding. The funding supports truancy prevention services by WYS to students in the Waterbury School District. Waterbury has budgeted \$75,500 in cash and will match the remainder, if any, with an in-kind contribution. The contract sets forth the truancy procedures, forms and responsibilities. The contract runs from 7/1/19 through 6/30/20. The City has contracted with WYS, Inc. each year for the last several years and is satisfied with their services.

Sincerely,

Dr. Michelle Baker

Enc. contract

## Truancy Prevention Program 2018-19

Number of students referred: 231

Number of students served: 231

*All clients received the following:*

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

132 clients only received these services. 69% of them had 5 absences or less upon closing, proving the above interventions were effective.

The other 99 clients received a face to face interview in addition to the above services, which allowed us to determine the following root causes of their truancy:

### **Root Causes for Truancy:**

<b>Number of Students</b>	<b>Cause of Truancy</b>
5	Asthma
4	Family issues
1	Homelessness
25	Medical
9	Mental health
2	Needed school materials
2	No physical
3	Not vaccinated
3	Out of state
4	Parenting issues
10	Peer issues
1	Plans to withdraw
17	Sleep issues
2	Suspensions
11	Transportation
<b>99</b>	<b>TOTAL</b>

We subsequently provided the following services to these 99 clients to address the root causes of their truancy.

## ***Internal Referrals to WYS Programs:***

### Positive Youth Development

- 18 students - Linking Academics to Life (high school after school & tutoring program)
- 2 students - WYS Summer Camp (ages 4-13)

### Employment services

- 3 students - Summer Youth Employment Program
- 5 students - 4H Mentoring (grades 3-8 after school group mentoring & tutoring)

### Counseling

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

## ***External Referrals to Other Agencies:***

### Counseling

- 2 students – Community Mental Health Affiliates
- 5 students - Stokes Counseling
- 6 students - Wellmore
- 5 students - Wheeler Clinic
- 1 student - CT Resource Group
- 4 students – Family and Children’s Aid
- 4 students – Connecticut Junior Republic
- 1 student – Love 146

### Child Care

- 1 student - Care4Kids

### Basic Needs

- 1 student - Salvation Army
- 3 students - Acts 4 Ministries

### Employment Services

- 1 student - United Labor Agency
- 2 students - Job Corps

Positive Youth Development

- 1 student - North End Recreation Center
- 2 students - Nutmeg Big Brother Big Sister
- 8 students - Greater Waterbury YMCA
- 5 students - Boys and Girls Club
- 2 students - Hoops4Life
- 6 students - Waterbury Police Activity League
- 1 student - Girls Inc.
- 1 student - Boys Scouts
- 1 student - Wallace Before School Program
- 1 student – Beulah A. G. Smith Scholarship Foundations

Medical

- 1 student - Waterbury Hospital
- 1 student - CT Neurodevelopmental Services

Court

- 2 students - FWSN – Beyond Control
- 6 students - Probation

Child Protective

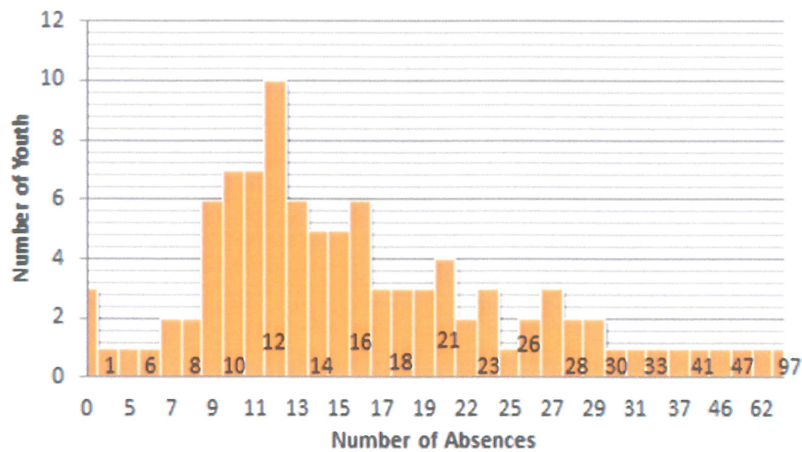
- 16 students – Department of Children and Families

Parent Support

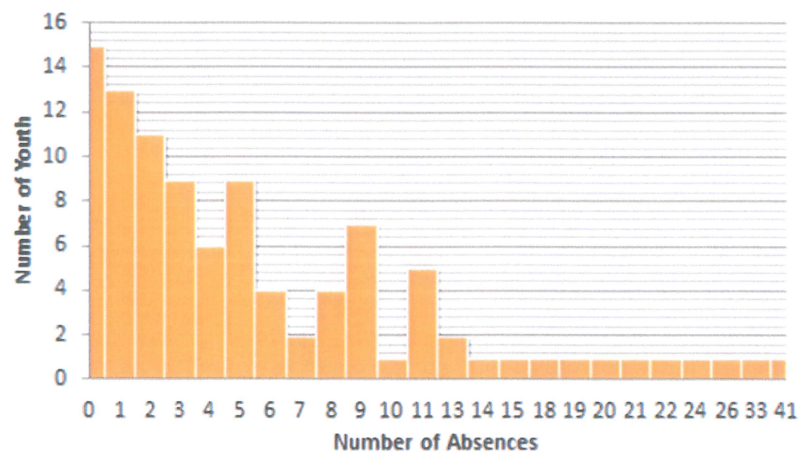
- 4 students – FAVOR, Inc.

The charts below demonstrate that our interventions and referrals were effective in reducing the number of absences. The bell curve clearly shifts to the left in the lower chart (absences at closing).

## Absences at Intake



## Absences at Closing





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

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut (the "City") and Waterbury Youth Services, Inc., located at 83 Prospect St., Waterbury, CT 06702, a duly registered State of Connecticut, non-profit corporation, acting herein by its Executive Director, Kathi M. Crowe, (the "WYS" or "Recipient").

**WHEREAS**, Waterbury Youth Service Inc. represents that it has been designated by the State of Connecticut as a Youth Service Bureau, and as such is eligible to apply for, and did apply for the fiscal year 2020-2021 Youth Service Bureau Grant , hereinafter "Grant" from the State of Connecticut Department of Children and Families (hereinafter "DCF") pursuant to C.G.S §10-19o; and

**WHEREAS**, Pursuant to C.G.S §10-19o the City is required to contribute, to the Recipient, an amount equal to the Grant awarded to the Recipient. The City's contribution shall be no less than fifty percent as a cash match and the remainder as an in-kind match; and

**WHEREAS**, the Recipient has made application to the City, in a correspondence dated July 3, 2019 , requesting a municipal match in cash funds and an in-kind match for the Grant, for the fiscal year July 1, 2019 and ending June 30, 2020 and

**WHEREAS**, the City desires to provide the matching cash funds and the in-kind match to the Recipient in an amount required by the Grant, pursuant to C.G.S §10-19o. The City's obligation to provide matching cash funds and an in-kind match is contingent upon the Recipient's award and receipt of funds for the fiscal year 2019-2020 Grant; and

**WHEREAS**, The City received notification from DCF that the Grant was awarded in the amount of \$82,329.00 for fiscal year July 1, 2019 and June 30, 2020.

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

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

**1. Scope of Services.**

**1.1** The Recipient shall furnish all of the services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to provide such services as specified in this Agreement (also referred to herein as "Contract"), as well as all requirements set forth in the Grant by DCF and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards.

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

**1.2.1** State of Connecticut Department of Children and Families Youth Service Bureau Grant Application, dated July 17, 2019 (incorporated herein by reference);

**1.2.2** Scope of Services, (consisting of 1 page);

**1.2.3** Truancy Service Forms, entitled Forms A-F, (consisting of 6 pages).

Form A – School Excessive Absence/Truancy Referral

Form B- Waterbury Youth Service System Letter

Form C- WYS Home Visit Report

Form D-WYS Referral to Service Provider

Form E-WYS Truancy Intervention Summary

Form F-Intervention and Assessment Log

**1.3** The Recipient shall comply with all provisions of the Youth Services Bureau Grant and shall maintain a Youth Service Board in compliance with and in accordance with the membership requirements as set forth in the Grant. The Recipient shall provide a proposed itemized budget to the City of Waterbury for 2019-2020 30 days prior to the implementation of that budget and shall submit the final budget as approved by the State within 30 days of such approval. The Budget shall include documentation as to propose Grant expenses for the City's cash contribution as well as for the funds received under the Grant by the "recipient" from DCF.

**1.4** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Recipient.

## **2. Recipient Representations Regarding Qualification and Accreditation.**

**2.1** The Recipient represents that, to the extent required by law, its employees are licensed and screened to perform the scope of work set forth in this Agreement. The Recipient further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this

Agreement, including any supplementary work and the City relies upon these representations.

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

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

### **3. Responsibilities of the Recipient.**

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

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

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

**3.5 Recipient's Employees.** The Recipient shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned and shall insure that staff assigned to services funded by this grant are qualified.

**3.6 Due Diligence Obligation.** The Recipient acknowledges its responsibilities to examine and to be thoroughly familiar with the City's requirements, including, but not limited to all requirements set forth in the 2019-2020 Grant by DCF. The Recipient hereby warrants and represents that prior to the submission of its application during the application process it reviewed or was afforded opportunity, by the City, to review, if applicable, all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Agreement and thereby warrants that:

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

**3.6.2** 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.

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

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

**3.7 Reporting Requirement.** The Recipient shall, at its own expense, provide to the City and the State of Connecticut a timely filed, certified audited statement, signed by a Certified Public Accountant, of all funds held or received by the Recipient regardless of the source of said funds. Said statement shall be provided to the City within One Hundred Sixty (160) Days following the expiration of the Recipient's fiscal year during which grant funds were received pursuant to this Agreement. Audits shall be performed and audited statements shall be prepared in accordance with generally accepted accounting principles

and auditing standards. All audit reports, statements, and auditor's recommendations shall be available in their original form to the City. The Recipient represents that it shall permit the City or its duly authorized representatives to examine, review, audit or copy any records, books or other documents of the Recipient relating to the use of grant funds by the Recipient or to the Recipient's compliance with any provision of this contract. Said records shall be kept in a manner which follows accepted accounting practices and which enables the City to verify the amounts spent as well as that the Recipient only expended funds for allowable purposes. The records and accounts of the Recipient with respect to the Youth Services System State Grant, matching City Grant and any other Grant from the City shall be made available in the Recipient's business office for audit, upon request by authorized representatives of the City.

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

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

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

#### **5. Term.**

**5.1** The term of this Agreement shall be for the fiscal year commencing July 1, 2019 and terminating on June 30, 2020.

**6. Matching Funds.** The City's obligation to contribute a cash and in-kind match equal to the Grant awarded to the Recipient, is contingent upon the receipt of the Grant funds awarded to WYS for the 2019-2020 fiscal year in the amount of \$82,329.00.

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

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

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

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

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

6.2.1.1 An amount up to \$25,000.00 administrative support fee and an amount up to \$25,250.00 related to the truancy programs shall be paid on February 15, 2020.

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

6.2.1.3 A payment of an amount up to \$12,625 .00 will be paid on June 30<sup>th</sup>.

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

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

**6.3 In-Kind Match.** The City shall provide the Recipient with an in-kind match which is equivalent to the difference between the total amount of the Grant received and the cash match to be contributed by the City. The in-kind match may represent the partial salary and benefits of a City of Waterbury employee who will assist, participate or provide support to the Truancy Program as the in-kind match.

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

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

**6.5.1** The Recipient and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise

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

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

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

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

## **7. Indemnification.**

**7.1** The Recipient shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses is caused in whole or in part by any willful or negligent act or omission of the Recipient, its employees, any sub-recipient, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**7.2** In any and all claims against the City or any of its boards, agents, employees or officers by the Recipient or any employee of the Recipient, any sub-recipient, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.1, above, shall not be limited

in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Recipient or any sub-recipient under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

## **8. Recipient's Insurance.**

**8.1** The Recipient shall not commence work under this Agreement until all insurance required under this Section 8 has been obtained by the Recipient and such insurance has been approved by the City. The Recipient shall not allow any sub-recipient to commence work on any subcontract until all insurance required of any such sub-recipient has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

**8.4.1** General Liability Insurance: Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence. \$1,000,000.00 per Occurrence; \$2,000,000 Aggregate, \$2,000,000 Products/ Completed Operations Aggregate;



**8.4.2** Automobile Liability Insurance: Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned, non-owned vehicle including hired or non-owned vehicles. \$1,000,000.00 combined single limit (CSL);

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

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

**8.4.6** Professional Liability Insurance: \$1,000,000 each Occurrence, \$1,000,000.00 Aggregate

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

**8.4.8** Crime Insurance: Coverage for employee theft of money, securities, or property, written with a per loss limit, a per employee limit, or a per position limit. \$100,000.00 per Occurrence, \$100,000.00 Aggregate

## **8.5 Failure to Maintain Insurance.**

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

## **8.6 Cancellation.**

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

## **8.7 Certificates of Insurance.**

**8.7.1** At the time the Recipient executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Department of Education are listed as additional insured on a primary and non-contributory basis on all policies except**

**Workers Compensation and Professional Liability.** All policies, except for Professional Liability shall include a Waiver of Subrogation and be written on an Occurrence basis. ” The Recipient must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Third Floor.

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

## **9. Confidentiality/FERPA.**

**9.1** All data, information, student information etc. given by the City to the Recipient and/or created by the Recipient shall be treated by the Recipient 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 Agreement. The Recipient agrees to forever hold in confidence all files, records, documents and other information which may come into the Recipient's possession during the term of this Agreement, except where a disclosure is expressly stated as a requirement of this Agreement. The Recipient shall keep all student information confidential at all times and will adhere to all local, state, and federal laws or regulations regarding student information. Notwithstanding the foregoing, where a Recipient disclosure is required to comply with statute, regulation, or court order, the Recipient shall provide prior advance written notice to the City of the need for such disclosure. The Recipient agrees to properly implement the services required in the manner herein provided

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

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

**9.4** Recipient acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records/information of City

Waterbury students as defined in and governed by Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Recipient and City shall comply with the requirements of said statute and regulations, as amended from time to time and Recipient agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student’s parent or guardian, as required by FERPA, Recipient has no authority to make disclosures of any information from education records.

**9.5** The Recipient agrees that the attached Student Data Privacy Agreement, Special Terms and Conditions attached hereto and hereby made material provisions of this Contract as **Attachment B** shall controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

**10. Waiver of Subrogation.**

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

**11. Conformance with Federal, State and Other Jurisdictional Requirements.**

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

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

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

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

The Recipient is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the “Act”), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Agreement.

## **12. Discriminatory Practices.**

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

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

**12.1.2 Equal Opportunity.** In its execution of the performance of this Agreement, the Recipient shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Recipient agrees to comply with

all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all sub-recipients.

### **13. Termination.**

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

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

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

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

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

**13.3.1 Effects of Non-appropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or

otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Recipient.

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

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

#### **13.4 Rights Upon Cancellation or Termination.**

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

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

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

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

**13.4.4 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, including but not limited to any contracts and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

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

## **14. Force Majeure.**

**14.1** Recipient 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:

**14.1.1** Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies;

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

**14.1.3** Delays caused by the Recipient's vendors, except where such delays are the result of lack of adequate coordination by the Recipient.

**14.2** Upon cessation of work for reason of force majeure delays, Recipient shall use its best efforts to meet the schedule set forth in this Agreement.

**15. Subcontracting.**

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

**15.2** The Recipient shall be as fully responsible to the City for the acts and omissions of the Recipient's sub-recipients, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Recipient.

**16. Assignability.**

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

**17. Audit.**

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



**18. Interest of Recipient.**

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

**19. Entire Agreement.**

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

**20. Independent Recipient Relationship.**

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

**21. Severability.**

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

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

**22. Survival.**

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

**23. Conflicts or Disputes.**

**23.1** This Agreement represents the full and complete concurrence between the City and the Recipient and governs all disputes between them.

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

**24. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.**

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

**25. Binding Agreement.**

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

**26. Waiver.**

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

**27. Governing Laws.**

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

**28. Notice.**

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

Recipient:	Waterbury Youth Service System, Inc. Attn: Kathi M. Crowe 83 Prospect St. Waterbury, CT 06702
City:	City of Waterbury 235 Grand Street Waterbury, CT 06702
With a copy to:	Director of Special Education and Pupil Services Waterbury Public Schools 236 Grand St., 2 <sup>nd</sup> Floor Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

**29.1.7** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby

expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 29.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person

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

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

**29.1.10** The Recipient hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's website: <http://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [see link titled "The City of Waterbury- Code of Ordinances (Rev.1/1/14)".

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

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

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

**29.1.14** Prohibition against Contingency Fees. The Recipient hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

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

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

CITY OF WATERBURY

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

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

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

WATERBURY YOUTH SERVICE, INC.

By: \_\_\_\_\_  
Kathi M. Crowe  
Executive Director

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

## **ATTACHMENT A**

1. 2019-2021 State of Connecticut Department of Children and Families Youth Service Bureau Grant. Consisting of 36 pages incorporated herein by reference);
2. Scope of Services, (consisting of 1 page, attached hereto);
4. Truancy Service Forms, entitled Forms A-F, (consisting of 6 pages, attached hereto).
  - Form A – School Excessive Absence/Truancy Referral
  - Form B- Waterbury Youth Services, Inc. Letter
  - Form C- WYS Home Visit Report
  - Form D-WYS Referral to Service Provider
  - Form E-WYS Truancy Intervention Summary
  - Form F-Intervention and Assessment Log

### **3. SCOPE OF SERVICES**

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

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

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

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

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



**FORM A**

**SCHOOL EXCESSIVE ABSENCE / TRUANCY REFERRAL**

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

Name of Student: \_\_\_\_\_ Grade: \_\_\_\_\_

Address: \_\_\_\_\_ DOB: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Name of Parent /Guardian: \_\_\_\_\_

Ethnicity: Hispanic\_\_\_\_ Black\_\_\_\_ White\_\_\_\_ Multi Racial\_\_\_\_ Asian\_\_\_\_

Reason for referral:

\_\_\_\_\_  
\_\_\_\_\_

Actions taken by school:

\_\_\_\_\_  
\_\_\_\_\_

Other Agencies Involved with Student/Family: \_\_\_\_\_

**ATTENDANCE HISTORY (Complete 3 years)**

Date of Referral: \_\_\_\_\_ Date received by WYS: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

School: \_\_\_\_\_ Principal Signature: \_\_\_\_\_

School Code\_\_\_\_\_

## FORM B

[DATE]

Re: [NAME]

[ADDRESS]

Waterbury, CT [ZIP]

[GRADE / SCHOOL]

Dear Parent/Guardian:

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

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

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

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

Sincerely,

[NAME]

WYS Truancy Case Manager

**FORM C**

**WYS HOME VISIT REPORT**

NAME OF STUDENT	DATE	TIME	PLACE

**Report:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Recommendations for Next Steps of Action to be Taken:**

\_\_\_\_\_

\_\_\_\_\_

**Documentation Left for Family:**

\_\_\_\_\_

Signature of Case Worker: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**FORM D**  
**WYS REFERRAL TO SERVICE PROVIDER**

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

Signature of Case Worker: \_\_\_\_\_

**FORM E**

**WYS TRUANCY INTERVENTION SUMMARY**

To: School Official/Attendance or Truancy Counselor\_\_\_\_\_

NAME OF STUDENT	GRADE/SCHOOL	DATE

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

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Reason for Truancy:

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---

---

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

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---

---

---

Signature of Case Worker: \_\_\_\_\_

Signature of Supervisor:\_\_\_\_\_

Phone: \_\_\_\_\_

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

## FORM F

## INTERVENTION AND ASSESSMENT LOG

**Student Name:** \_\_\_\_\_

**School:** \_\_\_\_\_

[illegible]

## **ATTACHMENT B**

- 1. Student Data Privacy Agreement Special Terms and Conditions**

**ATTACHMENT B**

**STUDENT DATA PRIVACY AGREEMENT**

**SPECIAL TERMS AND CONDITIONS**

For the purposes of this Attachments B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Recipient.

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

3. The Recipient shall not use student data for any purposes other than those authorized pursuant to this Agreement.

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

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

6. The Recipient will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such



notification will include the following steps:

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

7. Student data shall not be retained or available to the Recipient upon expiration of the contract between the Recipient and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Recipient after the expiration of such contract for the purpose of storing student- generated content.
8. The Recipient and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Recipient acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Attachment B Controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.



# Waterbury Public Schools

Office of Competitive Grants

*Louise Allen Brown, J.D., M.P.A., Grant Writer*

September 26, 2019

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

**Re: 21<sup>st</sup> Century Community Learning Center Grants - 2019**

Dear President Brown and Board of Education Commissioners:

The Connecticut State Department of Education recently announced that it is holding a new grant competition for 21<sup>st</sup> Century Community Learning Centers (CCLC) afterschool programs. Funding for these afterschool grants comes through a federal grant from the U.S. Department of Education. These are five year grants for which Waterbury has applied, and been awarded multiple grants, in the past several years. For successful grantees, full funding is awarded for each of the first three program years, with local match funds required in years four (25%) and year five (50%). Additionally, there is a requirement that successful grantees also provide local match funds for student transportation costs in excess of 20% of the total grant budget each year, beginning in year one.

Successful grant applications include academic, enrichment, recreation/wellness, and positive youth development activities for students provided by teachers, recreation staff, and community-based youth service providers. The Chief Academic Officer and the Assistant Superintendents recommended schools for this grant opportunity. On behalf of the district, and contingent upon your approval, I am preparing four grant applications to be submitted to CSDE for the following schools:

- Wallace Middle School & WPS Academic Academy at Wallace, (grades 4-8)
- West Side Middle School (grades 6-8)
- Chase Elementary School (grades 3-5)
- Bunker Hill Elementary School (grades 3-5)

The recreation partners are the YMCA and the Waterbury Bureau of Recreation; and several community-based agencies will collaborate on delivering various additional program components.

I have worked with district staff to design the four Waterbury proposals to meet the needs of the Waterbury students, and also to minimize local matching funds. Only one of the

Hon. Board of Education  
Re: 21<sup>st</sup> CCLC grants

September 26, 2019  
page two

proposals will require an annual local match for student transportation costs of \$2255/year. Chief Financial Officer Doreen Biolo has approved the local match needed in years four and five for the four afterschool proposals, and the \$2255 annual local match needed for Bunker Hill beginning in year one, if awarded.

The deadline for proposals is October 21, 2019. I respectfully request your permission to apply for these 21<sup>st</sup> CCLC afterschool grants.

Very truly yours,

---

Louise Allen Brown  
Grant Writer

cc: Dr. Verna D. Ruffin  
Darren Schwartz  
Doreen Biolo  
Dr. Janice Epperson  
Noreen Buckley

**21<sup>st</sup> Century Community Learning Centers (CCLC) Grant**  
**CT State Department of Education**  
**September 26, 2019**  
**Louise Allen Brown**

**Grant Highlights**

**Program Purpose:** To support community-learning centers that provide programs focused on helping children in high-need schools to succeed academically through the use of scientifically-based practice and extended learning time. [rfp]

**Eligible Applicants:** “Applicants must serve schools where at least 40 percent of students are eligible to receive free or reduced price meals....” [rfp, p.1]

**Grant Period:** Five years, beginning 2020-2021

**Grant Amount and Matching Funds:** \$ 50,000. to \$ 200,000. per year (100% SDE funding for first three years, year four 75% SDE funding, year five 50% SDE funding. Local match funding is required at 25% in year four, and 50% in year five. Additionally, beginning in year one, matching funds are required for student transportation costs in excess of 20% of the total grant budget.)

**Number of Awards:** The number of grant awards depends on the number of applicants, number of centers, and on funds available. [per rfp]

**Application Deadline:** October 17, 2019

**Program Description:**

According to the rfp, the “specific purposes of the 21st CCLC program are to:

- provide opportunities for academic enrichment, including homework help and tutorial services to students, particularly those who attend schools with a demonstrated need for services, to meet state and local student performance standards in core academic subjects, such as reading, mathematics and science;
- offer students a broad array of additional services, programs and activities, such as: youth development activities; drug, violence and pregnancy prevention programs; counseling; project-based learning; art, music, technology education programs; service learning; character education and recreation programs that are designed to reinforce and complement the regular academic program of participating students; and
- offer families of students served by community learning centers opportunities for literacy and related educational development, such as: adult development activities, family activities, opportunities for governance and leadership involvement and participation in school and program events.”

**Required Program Elements:** Literacy; Math; Science; health, nutrition, and recreational programming; academic enrichment; ‘broad array’ of additional services, programs, activities, including activities to support ongoing family engagement.

**Required Notice to Non-Public Schools & Community:** Applicants are required to give notice to non-public schools of the fact that the public school(s) are applying for an afterschool grant. Non-public schools may offer input on the project design. Successful grantees must notify non-public schools of funded programs and of how students can apply to participate. [Notice has been provided as required.]

**Proposed Waterbury Projects:**

Waterbury will develop, prepare, and submit four new 21<sup>st</sup> CCLC afterschool grant proposals for the following schools:

- 21st CCLC Grant [CSDE] - Wallace Middle School & WPS Academic Academy at Wallace, (grades 4-8)
- 21st CCLC Grant [CSDE] - West Side Middle School (grades 6-8)
- 21st CCLC Grant [CSDE] - Chase Elementary School (grades 3-5)
- 21st CCLC Grant [CSDE] - Bunker Hill Elementary School (grades 3-5)

The 21<sup>st</sup> CCLC afterschool programs will operate four days per week, for two and a half hours per day. Student participants will remain at their school at regular school dismissal for the program, and they will be transported home safely by bus at the end of the afterschool day. Snacks will be provided for student participants. Certified teachers and recreation staff (from YMCA or selected with the Waterbury Bureau of Recreation) will conduct activities on site. Homework help will be provided, and academic, enrichment, and recreation programs will be scheduled into afterschool time and delivered through onsite staff as well as multiple additional collaborating community agencies. Ongoing family engagement activities will be conducted.

**Proposed Waterbury Budgets:**

The grant budget amounts and required local match funds for the four proposed Waterbury projects (if awarded) are as follows:

- Wallace Middle School & WPS Academic Academy at Wallace - \$200,000/year, no match for excess transportation costs; but year 4 and year 5 local matches apply
- West Side Middle School - \$120,000/year, no match for excess transportation costs; but year 4 and year 5 matches apply
- Chase Elementary School - \$120,000/year, no match for excess transportation costs; but year 4 and year 5 matches apply
- Bunker Hill Elementary School - \$110,000/year, match beginning year 1 for excess transportation costs of \$2255/year; and year 4 and year 5 matches apply

# Waterbury Public Schools Human Resources Staffing Report for 2019-20 School Year

Presented by:

W. Lee Palmer, Director of Personnel &  
Talent Management





# Human Resources Staffing Report

Waterbury Public Schools Full-Time Teachers and Administrative Staff Hired for the 2019-2020 School Year

## Race/Ethnicity

Activity Assignment Classification	Hispanic or Latino		Non-Hispanic or Latino												Total A-N
				Male						Female					
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or more races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or more races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Administrators	0	1(16.67%)	3(50.00%)	0	0	0	0	0	0	1(16.67%)	1(16.67%)	0	0		6
Teachers	3(2.94%)	14(13.73%)	15(14.71%)	0	0	0	0	1(.98%)	62(60.78%)	2(1.96%)	3(2.94%)	0	0	1(.98%)	102(100%)
Grand Totals	3(2.78%)	15(13.89%)	18(17.59%)	0	0	0	0	1(.93%)	62(57.41%)	3(2.78%)	4(3.70%)	0	0	1(.93%)	108(100%)

# Human Resources Staffing Report

## Continued

### ▶ Represented Groups Overall Hires

▶ Whites	80 (74.07%)
▶ Blacks	3 (2.78%)
▶ Hispanics	19 (17.59%)
▶ Asians	4 (3.70%)
▶ 2 or more	2 (1.85%)

### ▶ Teacher Combined Male/Female Hires

▶ Whites	77 (75.49%)
▶ Blacks	2 (1.96%)
▶ Hispanics	17 (16.67%)
▶ Asians	3 (2.94%)
▶ 2 or more	2 (1.96%)



# Human Resources Staffing Report

## Continued

### ▶ Resignations/Retirements

▶ Retires	4
▶ Moved out of State	2
▶ Provided no Reason	50
▶ Left for Another District	14
▶ Loss of Certification	1

### ▶ Current Vacancy Listing

▶ Administrative	5
▶ Elementary	11
▶ Middle School	12
▶ High School	16
▶ Total	44

# Human Resources Staffing Report Continued

## ▶ New Hires

▶ Total Number of Teacher New Hires as of 10-1-19	102
▶ New Teacher Hires Self Identify as Minority	24.51%
▶ Total Number of Administrative New Hires as of 10-1-19	6
▶ New Administrative Hires Self Identify as Minority	50.00%

## ▶ Priority

- ▶ Secondary Math and Science

# Personnel and Talent Management Projects Completed or Underway

- ▶ Substitute Handbook and Forms - Complete
- ▶ Intern Handbook and Forms - Complete
- ▶ Volunteer Handbook and Forms – Complete
- ▶ Employee Handbook – Draft
- ▶ Diversity Employment & Talent Management Plan - Complete
- ▶ Human Resources Policies and Procedures –
- ▶ Updating all BOE Job Descriptions and Schedule B Job Assignments –Drafts Complete for Coaches and Advisors
  - ▶ Completed Job Descriptions include Interpreter, Carpenter, Mason, Paraprofessional, Budget Specialist, Director of Communications

# Personnel and Talent Management Projects - continued

- ▶ Performance Appraisal Form Updates – General Performance Appraisal Form, Maintenance Performance Appraisal Form, Cleaning Area Assessment Form – Complete, Coaches Performance Evaluation - Complete
- ▶ Development of Shared Expectations – Complete
- ▶ Joint Projects with City of Waterbury Human Resources and Civil Service – Updating all job descriptions/format, Workers' Compensation and Return to Work Program, Time and Attendance Policy and Guidelines (Under Review), Orientation and On-boarding Program – Committee Established
- ▶ Supervisor's Guide to Proactive Labor Relations and Supervisor's Guide to Effective Performance Evaluation – Complete and training to be presented

# Personnel and Talent Management Projects Underway - Continued

- ▶ Ongoing work with Talent Management Office to increase representation of minorities and other underutilized groups to include outreach, career fairs, grow your own, finalization and implementation of Diversity recruitment, on boarding, upward mobility, succession planning, and retention – Future Visits planned to Job Fairs and HBCUs (e.g., Bethune)

# COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday October 3, 2019 (Enlightenment)

**BOARD MEETING:** Thursday, October 17, 2019

TO THE BOARD OF EDUCATION  
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

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

Approved

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**Jason Van Stone**

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**Dr. Verna D. Ruffin**  
**Superintendent of Schools**

SEP 25 2019

SCHOOL PERSONNEL USE ONLY

DATE: 9/26/2019

TO: SCHOOL BUSINESS OFFICE

FROM:

Ellen Paulino

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

NAME OF SCHOOL REQUESTED:

Walsh

☐

Auditorium

☒

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED:

Tuesday 10/15/19

FROM: 4:00 am/pm

TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Hispanic Heritage Family Night

EPaulino

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.



SEP 25 2019

Spook  
Week

SCHOOL PERSONNEL USE ONLY

DATE: 9/26/2019

TO: SCHOOL BUSINESS OFFICE

FROM: Ellen Paolino

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

NAME OF SCHOOL REQUESTER: Walsh

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

☒ entire main floor hallway

DATES REQUESTED: Thursday 10/24/19

FROM: 4:00 am/pm ☒ TO: 8:00 am/pm ☒

FOR THE FOLLOWING PURPOSES:

Fall Festival / Spooktacular  
Family night

EPaolino  
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

SEP 25 2019

DATE: 9-26-19

TO: SCHOOL BUSINESS OFFICE

FROM:

John Reed

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

NAME OF SCHOOL REQUESTED: Wallace Middle School  
Media Center and Rooms → A 216

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☐ Café/Rooms A 212  
A 214

DATES REQUESTED: October 4, 2019 3305

FROM: 7:30 am/pm TO: 3:00 am/pm 3312

FOR THE FOLLOWING PURPOSES:

Science PD

John Reed  
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  
1/200K

SCHOOL PERSONNEL USE ONLY

SEP 25 2019

DATE: 9-26-19

TO: SCHOOL BUSINESS OFFICE

FROM: John Reed

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

NAME OF SCHOOL REQUESTED: Crosby High School  
Rooms Dt D313 and E131

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: October 4, 2019

FROM: 7:30 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

Tech Ed RD

John Reed  
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

SEP 25 2019

DATE: 9-24-29

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: W.Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☒ Café/Rooms/Library

DATES REQUESTED: 10-17-19

FOR THE FOLLOWING PURPOSES:

School Governance Council meeting 5:30 -7:30PM

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Margaret Rocco

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 111

SEP 25 2019

SCHOOL PERSONNEL USE ONLY

DATE: 9/25/19

TO: SCHOOL BUSINESS OFFICE

FROM: Doreen Melendez

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

NAME OF SCHOOL REQUESTED: Chase School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Nov. 13, 2019

FROM: 5 am/pm 8 am/pm

FOR THE FOLLOWING PURPOSES:

Albanian Heritage Night

D. Melendez  
APPLICANT

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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.

C:\Users\mccosland\Documents\SGROOL reservation form.doc

Cancel EMMA

SCHOOL PERSONNEL USE ONLY

SEP 18 2019

DATE: 9/17/2019

TO: SCHOOL BUSINESS OFFICE

FROM:

Sprague Elementary  
Yolga De mirali - Parent Liaison

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

NAME OF SCHOOL REQUESTED: Sprague Elementary☐ Auditorium☒ Gymnasium☐ Swimming Pool☐ Café/RoomsDATES REQUESTED: Thursday, October 24th, 2019FROM: 5:00 am/pmTO: 7 am/pmFOR THE FOLLOWING PURPOSES:International NightYolga De mirali  
APPLICANTDe MiraliPlease 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.

SEP 17 2019

SCHOOL PERSONNEL USE ONLY

DATE: 9/17/19

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: Rotella School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Tuesday, Nov. 5, 2019

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

FOR THE FOLLOWING PURPOSES:

CPR / First Aid Training

Maureen Bergin  
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.

SEP 18 2019

*Book*

## SCHOOL PERSONNEL USE ONLY

DATE: 9/6/19

TO: SCHOOL BUSINESS OFFICE

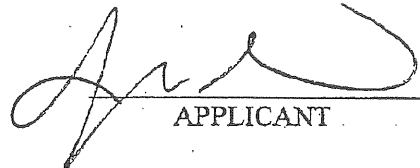
FROM: J. Unbsen

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

NAME OF SCHOOL REQUESTED: Watubury Arts Magnet

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☒ Café/Rooms

DATES REQUESTED: Oct 3, 2019FROM: 5<sup>3</sup> am/pm TO: 6<sup>3</sup> am/pmFOR THE FOLLOWING PURPOSES:College Planning Night

  
APPLICANT

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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.



SEP 18 2019

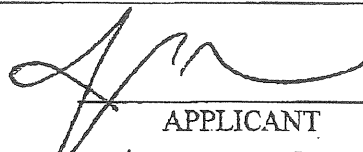
SCHOOL PERSONNEL USE ONLYDATE: 9/12/19

TO: SCHOOL BUSINESS OFFICE

FROM: Jackie Gibson

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☒ Cafe/RoomsDATES REQUESTED: Oct 10, 2019FROM: 5<sup>30</sup> am/pm TO: 6<sup>30</sup> am/pmFOR THE FOLLOWING PURPOSES:Financial Aid Night

  
APPLICANT  
Jackie Gibson

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.

SEP 18 2019

SCHOOL PERSONNEL USE ONLYDATE: 9/3/19

TO: SCHOOL BUSINESS OFFICE

FROM:

Riley Lombardo

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

PA Bldg -  
DATES REQUESTED: 10/31, 11/1, 11/2

FROM:

2

am/pm

TO:

10

am/pm

FOR THE FOLLOWING PURPOSES:Senior Class Haunted HouseRiley Lombardo  
APPLICANTPlease note the following provisions:

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

SEP 18 2019

SCHOOL PERSONNEL USE ONLY

DATE: 9/6/19

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS - Farrell

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

DATES REQUESTED: 11/13/19FROM: 6 am/pm TO: 8 am/pmFOR THE FOLLOWING PURPOSES:NJHS Pkint Night Fundraiser  
APPLICANTJamie Farrell

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.

SEP 18 2019

*Book*

## SCHOOL PERSONNEL USE ONLY

DATE: 9/11/19

TO: SCHOOL BUSINESS OFFICE

FROM: Jaimie Farrell

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/RoomsDATES REQUESTED: 10/25/19FROM: 8:00 am/pm TO: 1:00 am/pmFOR THE FOLLOWING PURPOSES:Red Cross Blood Drive  
APPLICANTJaimie FarrellPlease 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.

*ack*

SCHOOL PERSONNEL USE ONLY

SEP 24 2019

DATE: 9/10/19

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: Watnburg Arts Magnet

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

304, 305, 306  
307, 308

DATES REQUESTED: Nov. 2, Dec. 7, 2019; May 2, June 6, 2020

FROM: 6:30 am/pm

TO: 2:30 am/pm

FOR THE FOLLOWING PURPOSES:

SAT National Test Administration

*Richard Mant*  
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.

SEP 18 2019

SCHOOL PERSONNEL USE ONLYDATE: 9/5/19

TO: SCHOOL BUSINESS OFFICE

FROM: Waterbury Arts Magnet School

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School  
RECITAL HALL☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Café/RoomsDATES REQUESTED: Sept 9, 11, 12, 16, 19, 23, 25, 26 | Oct 2, 3, 7, 9, 10, 16, 17, 21, 23, 24, 28, 30FROM: 2 am/pm TO: 4 am/pmNov. 4, 6, 7, 13, 14, 18, 20, 21, 25 PM: 9, 12FOR THE FOLLOWING PURPOSES:After school Strings ClubMonday - Advanced + CMEA prepWednesday - Beginner - intermediateThursday - Ensemble (Both groups)Mary Call  
APPLICANTPlease note the following provisions:When the public is invited to an activity, police and fire departments must be notified.  
These arrangements *must* be made in person at the police and fire headquarters.

SEP 18 2019

*hook*

## SCHOOL PERSONNEL USE ONLY

DATE: 8/29/19

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 *large*  
*Dance Studio*DATES REQUESTED: 9-11 - 11/16FROM: 2:30 am/pm TO: 5:30 am/pmFOR THE FOLLOWING PURPOSES:rehearsal for WAMS Fall Show

Michelle Brown  
APPLICANT

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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.

JSack

# ★ REVISED DATES ★

SEP 20 2019

## SCHOOL PERSONNEL USE ONLY

DATE: 9/3/19

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS Habitat for Humanity

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

☒ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

ATRIUM

DATES REQUESTED: Oct. 22, Nov. 7, Feb. 5, Mar. 18

FROM: 5 am/pm TO: 6:30/7 am/pm

FOR THE FOLLOWING PURPOSES:

Coffee House fundraiser

WAMS Habitat  
APPLICANT

for Humanity  
Quattrocchi

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.

Domenic Quattrocchi



SEP 18 2019

SCHOOL PERSONNEL USE ONLYDATE: 9/3/19

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS Habitat for  
Humanity

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet  
SchoolCOURTYARD☒ Auditorium☐

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

DATES REQUESTED: <sup>①</sup>Sept. 24, <sup>②</sup>May 5FROM: 5 am/pm TO: 7 am/pmFOR THE FOLLOWING PURPOSES:Fall / Spring Carnival fundraiserWAMS

APPLICANT

Habitat for  
HumanityQuattrochocoPlease 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

SEP 18 2019

SCHOOL PERSONNEL USE ONLY

DATE: 9/18/19

TO: SCHOOL BUSINESS OFFICE  
FROM: Melissa Labbe - Waterbury Career Academy HS PTSA President

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy H.S.

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☒ Café/Rooms

DATES REQUESTED: Saturday, November 23, 2019  
FROM: 9 am/pm TO: 6 am/pm

FOR THE FOLLOWING PURPOSES:  
Holiday Vendor Fair + Quarter Auction for the  
students, families of Waterbury Career Academy.  
Sponsored by the WCA PTSA

Melissa E. Labbe  
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.

*Handwritten signature/initials*

## SCHOOL PERSONNEL USE ONLY

AUG 29 2019

TO: SCHOOL BUSINESS OFFICE

DATE: 8/29/19

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☒ Café/Rooms/Library (possibly the Gym when it is available)

DATES REQUESTED: 10/22/19, 11/19/19, 12/17/19, (snow date 12/18)  
2/11/20, 3/24/20, 4/21/20, 5/26/20 from 4:30 until 7:45 including set up  
and clean up.

FOR THE FOLLOWING PURPOSES:

Project Love Family nights that are held for families living at St. Vincent  
DePaul Shelter, Salvation Army Shelter, American Motor Lodge and Double  
up families.

Margaret Rocco  
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.

Chaple  
Hill

SCHOOL PERSONNEL USE ONLY

SEP 24 2019

DATE: 9/20/19

TO: SCHOOL BUSINESS OFFICE

FROM:

Lauren Martin

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

NAME OF SCHOOL REQUESTED: Rotella

Community Room

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED: December 1<sup>st</sup> - 13<sup>th</sup>

FROM: all day am/pm

TO: all day am/pm

FOR THE FOLLOWING PURPOSES:

Holiday Shopping - Room must be kept  
locked

Lauren Martin  
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 USE FORM

SEP 30 2019

DATE:

9/30/19

TO:

SCHOOL BUSINESS OFFICE  
(ATTN: SANDY MCCASLAND)  
EX #: 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

AUDITORIUM

GYMNASIUM

SWIMMING POOL

CAFE/ROOMS

DATE(S) REQUESTED:

Thursday Oct. 24, 2019

FROM 5:00 am/pm TO 7:00 am/pm

FOR THE FOLLOWING PURPOSE:

Multi-Cultural Event

Patty Poulter-Paren Liaison  
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.

## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday, October 3, 2019 (Enlightenment)  
**BOARD MEETING:** Thursday, October 17, 2019

**TO THE BOARD OF EDUCATION  
 WATERBURY, CONNECTICUT**

**LADIES AND GENTLEMEN:**

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

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

**REQUESTING WAIVERS:**

Our Lady of Mt. Carmel Sch.	Tinker gym: Oct. 19 <sup>th</sup> – Mar. 21 <sup>st</sup> Saturdays 8am – 5pm
J. Egan	(basketball program) (\$8,400.)

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

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

**MONIES COLLECTED TO DATE:**

**\$ 14,647.10**

**Approved:**

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**Jason Van Stone**

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**Dr. Verna D. Ruffin**  
**Superintendent of Schools**

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

Wild About Dance  
Triple Threat Dance

Hook

Alan Majeski

Kolainu Choir

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

SEP 18 2019  
CONTRACT #

APPLICANT KOLAINU CHOIR LLC NAME OF ORGANIZATION  
ADDRESS 100 BIVERTON (street) (city) (state) (zip code) TELEPHONE # 917-225-2142  
SCHOOL REQUESTED CROSBY DATES 1-19-20 ROOM(S) Aud.  
OPENING TIME 4 PM CLOSING TIME 8 PM PURPOSE CHOIR performance  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 150  
SIGNATURE OF APPLICANT [Signature] DATE 9/8/19

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
ALAN MAJESKI 917-225-2142 100 BIVERTON AVE WATERBURY CT 06702  
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. AM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust.  
RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: TECH \$55/HR.

SECURITY DEPOSIT \$ 250.

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: A 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

Sunday  
Jan. 19<sup>th</sup>  
4-8 pm

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  
326 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

JUL - 1 2019

APPLICANT HOLY CROSS HIGH SCHOOL NAME OF ORGANIZATION BOYS SWIM TEAM  
ADDRESS 587 ORONOKE RD WTDY CT 06708 TELEPHONE # 203 753-8085  
(street) (city) (state) (zip code)

SCHOOL REQUESTED KENNEDY HS DATES Dec 5 - MAR 21 ROOM(S) POOL

OPENING TIME TBA CLOSING TIME TBA PURPOSE SWIM PRACTICE & MEETS

ADMISSION (if any) - CHARGE TO BE DEVOTED TO -

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2-3 CHILDREN 30-35

SIGNATURE OF APPLICANT [Signature] DATE 6-26-19

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

MARY RACEVICIUS (COACH) 203-437-0566

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. JL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$73/HR

RENTAL FEES: -

MISCELLANEOUS FEES: -

SECURITY DEPOSIT \$ - INSURANCE COVERAGE OK 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

SEP 25 2019

Book

APPLICANT JOHN M. EGAN NAME OF ORGANIZATION Our Lady of Mt CARMEL  
ADDRESS 76 TEDESCO DR WTBY CT 06708 TELEPHONE # 203-206-9861  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED TINKER DATES OCT 19 - MARCH 21 ROOM(S) GYM  
OPENING TIME 8:00AM CLOSING TIME 5:00PM PURPOSE SATURDAY BASKETBALL GAMES + PRACTICE  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 25  
SIGNATURE OF APPLICANT John M. Egan DATE 9-25-19

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

JOHN EGAN, MIKE CHRISTIANO, PAUL VANCE, BILL UNWIN  
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. JE (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR PLUS 1 HR SERVICE (#8400)

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.

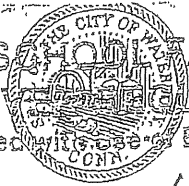
White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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



APPLICANT/ORGANIZATION: JOHN EGAN / OUR LADY OF MT. CARMEL

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Tinker

DATE(S): 10/19 - 3/21 Sat.

TIMES: 8 AM - 5 PM

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

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

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

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

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

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

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

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

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

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

9-25-19

Date

John M. Egan  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

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

SEP 25 2019

CONTRACT#

APPLICANT JOHN M. EGAN NAME OF ORGANIZATION Our Lady of Mt CARMEL  
ADDRESS 76 TEDESIO DR WTBY CT 06708 TELEPHONE # 203-206-9861  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED TINKER DATES OCT 19 - MARCH 21 ROOM(S) GYM  
OPENING TIME 6:00AM CLOSING TIME 9:00PM PURPOSE BASKETBALL GAMES + PRACTICE  
MON - FRI  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 25

SIGNATURE OF APPLICANT John M. Egan DATE 9-25-19

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

JOHN EGAN, MIKE CHRISTIANO, PAUL VANCE, BILL UNWIN

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. JE (PLEASE INITIAL)

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

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

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

SECURITY DEPOSIT \$ 1000 INSURANCE COVERAGE YES YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

*Book*

SEP 18 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 Jerry Covino NAME OF ORGANIZATION Brooklyn Neighborhood Association  
ADDRESS 32 Lawrence Street Waterbury CT. 06708 TELEPHONE # 203-578-0353  
(street) Set. 102.5 (city) (state) (zip code)  
SCHOOL REQUESTED Wendell Cross DATES 2nd Thursday of Month ROOM(S) Library  
OPENING TIME 7:00 pm CLOSING TIME 8:00 pm PURPOSE Neighborhood Association Monthly Meeting  
ADMISSION (if any) None CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN 0  
SIGNATURE OF APPLICANT Jerry Covino DATE September 18, 2019  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Jerry Covino 32 Lawrence Street, Waterbury, CT 06708 203-578-0353

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. JC (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.

*Starting*  
*OCT 10<sup>th</sup>*  
*Thru*  
*June 11<sup>th</sup>*

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.

SEP 30 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 Terence Lott NAME OF ORGANIZATION Waterbury Ballers  
ADDRESS 25 Girard Ave Waterbury CT 06704 TELEPHONE # 803-509-4757  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Bucks Hill DATES 10/2 - 11/5 ROOM(S) Gym  
OPENING TIME 6 AM CLOSING TIME 9 PM PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 15  
SIGNATURE OF APPLICANT [Signature] DATE 11/19/18  
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. TU (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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- 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. 697-3462
- 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.

Tu - W - Th

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  
235 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

SEP 30 2019

*Thruok*  
APPLICANT Darryl Thomas NAME OF ORGANIZATION DMT Sports  
ADDRESS 50 Society Hill Rd. Waterbury CT 06704 TELEPHONE # 203-578-1608  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Hopeville DATES Oct - May ROOMS Gym

OPENING TIME 5:45 PM CLOSING TIME 8:30 PM PURPOSE new Practice

ADMISSION (if any) \$0 pp CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 5 CHILDREN 25

SIGNATURE OF APPLICANT D. Thomas DATE 9/16/2019

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION  
Darryl Thomas & Chevelle Jenkins 203-578-6008  
203-558-3451

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. OK (PLEASE INITIAL)

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

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

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

SECURITY DEPOSIT \$ 250.00 INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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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. 574-6363 FIRE DEPT. 574-3452

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 574-6363 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

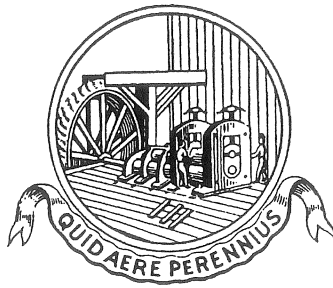
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED

# Communications



Packet week ending: 10/1/19





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

September 12, 2019

Joshua Mediavilla  
310 Pine St.  
Waterbury, CT 06704

Dear Mr. Mediavilla:

This is to inform you that you are being transferred from the Department of Education – Kingsbury Elementary School, Maintainer I to the Department of Food Service, Temporary Food Service Driver (Req. #20120174). Your rate of pay as a temporary Food Service Driver will be \$21.14 per hour.

Your start date is September 12, 2019.

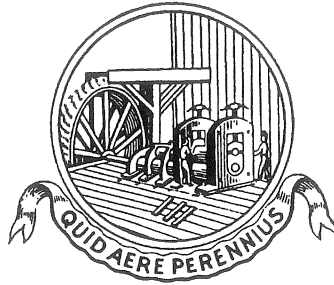
I hope that you are happy in your new assignment.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

JP/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
Linda Franzese, Food Service Director  
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

September 16 2019

Mandie Dreher  
350 Newridge Ave.  
Waterbury, CT 06708

Dear Ms. Dreher:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2019804) at \$13.91 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, September 19, 2019 at 9:00 a.m. in the Department of Human Resources, Chase Municipal Building, 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. Please call Denise Carroll at 203-574-8035 as to your start date.

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

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

We look forward to working with you.

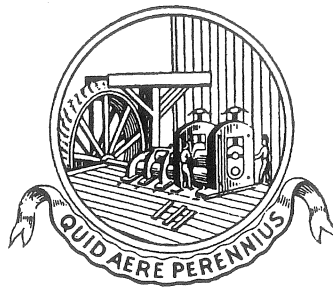
Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resource Generalist

JP/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
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

September 16, 2019

Omaris Colon-Camacho  
207 Dorchester Ave., Bldg #13  
Waterbury, CT 06704

Dear Ms. Colon-Camacho:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ Reed Elementary School (Req. #2020092) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 19, 2019 at 9:00 a.m. in 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 September 20, 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.

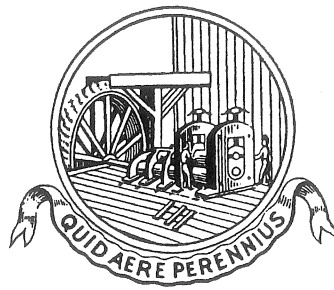
***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Melissa Baldwin, Director of Special Educ  
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

September 18, 2019

Angela Ciochetti  
14 Eastfield Rd.  
Waterbury, CT 06708

Dear Ms. Ciochetti:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education the position of Human Resources Assistant - Education (Req. #2020009) at \$22.47 per hour. Please contact Lee Palmer, Director of Personnel - Education at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 19, 2019 at 9:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was September 12, 2019.

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 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

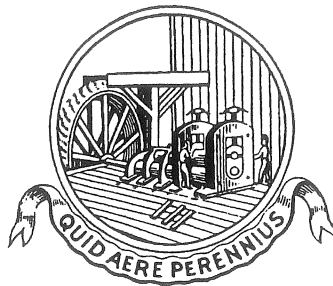
Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

JP/sd

cc Board of Education  
Lee Palmer, Director of Pers – Educ  
Dr. Ruffin, Supt. of Schools  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

September 20, 2019

William Masone  
42 Oakridge Rd.  
Waterbury, CT 06706

Dear Mr. Masone:

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. #2020126) 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 3, 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 4, 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.

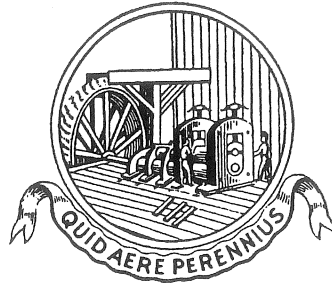
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

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

September 20, 2019

Scott Burksa  
326 Oak St.  
Waterbury, CT 06705

Dear Mr. Burksa:

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. #2020068) 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 3, 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 4, 2019 at your regular scheduled time.

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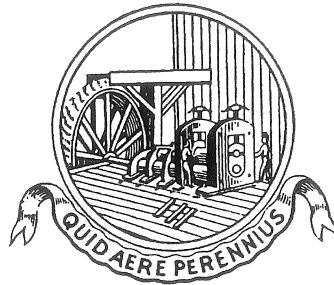
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

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

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

September 25, 2019

Paula Rose-Martin  
52 Stonehollow Rd.  
Waterbury, CT 06704

Dear Ms. Rose-Martin:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ Walsh Elementary School (Req. #2020216) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 3 2019 at 9:00 a.m. in 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 4, 2019 at your regular scheduled time.

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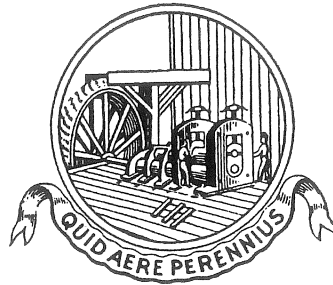
*Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.*

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Melissa Baldwin, Director of Special Educ  
file



236 Grand Street  
Waterbury, CT 06702

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

September 25, 2019

Rachel Lamb  
226 Kendali Circle  
Waterbury, CT 06708

Dear Ms. Lamb:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ Reed Elementary School (Req. #2020237) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 3 2019 at 9:00 a.m. in 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 4, 2019 at your regular scheduled time.

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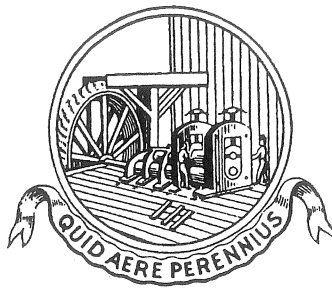
Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Melissa Baldwin, Director of Special Educ  
file





236 Grand Street  
Waterbury, CT 06702

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

September 30, 2019

Anthony Anzalone  
10 Tyler Lake Heights  
Goshen, CT 06756

Dear Mr. Anzalone:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ Bucks Hill Elementary School (Req. #2020214) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 3 2019 at 9:00 a.m. in 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 4, 2019 at your regular scheduled time.

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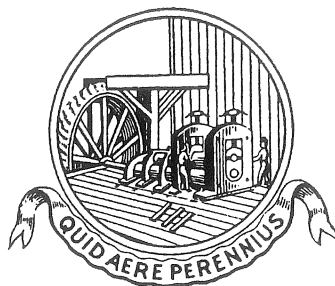
***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Melissa Baldwin, Director of Special Educ  
file



236 Grand Street  
Waterbury, CT 06702

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

September 30, 2019

Deshayla James  
42 Gayrdige Rd., Unit 7-8  
Waterbury, CT 06705

Dear Ms. James:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ State Street School (Req. #2020242) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 3 2019 at 9:00 a.m. in 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 4, 2019 at your regular scheduled time.

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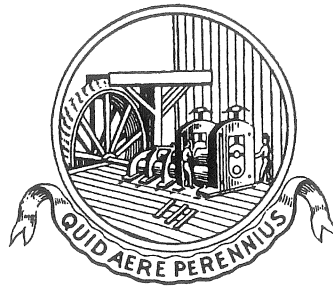
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Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Melissa Baldwin, Director of Special Educ  
file



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

September 30, 2019

Tamalee Stewart-Blake  
37 Sharon Rd., Apt. 5  
Waterbury, CT 06705

Dear Ms. Stewart-Blake:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ North End Middle School (Req. #2020212) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 3 2019 at 9:00 a.m. in 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 4, 2019 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Melissa Baldwin, Director of Special Educ  
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

September 30, 2019

Besmira Gjolle  
69 Chesterfield Ave.  
Wolcott, CT 06716

Dear Ms. Gjolle:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ Crosby High School (Req. #2020213) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 3 2019 at 9:00 a.m. in 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 4, 2019 at your regular scheduled time.

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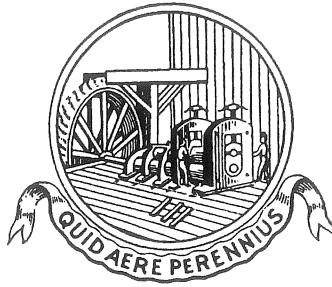
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Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Melissa Baldwin, Director of Special Educ  
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

September 30, 2019

Larissa Espinosa Acevedo  
869 Bunker Hill Ave.  
Waterbury, CT 06708

Dear Ms. Espinosa Acevedo:

We are pleased to receive your acceptance of our offer of employment for the position of Lunchroom Aide @ West Side Middle School for the Department of Education – Food Service (Requisition #2019441) at \$11.00 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, October 3, 2019 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, Room 202, 2<sup>nd</sup> Floor 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 4, 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. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. You cannot start work without providing us these documents.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
File