



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: December 4, 2018

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice Committee Meetings – Thursday, December 6, 2018,
5:30 p.m., Sprague School
Notice of Regular Meeting – Thursday, December 20, 2018
6:30 p.m., Waterbury Arts Magnet School Atrium

The Committees of the Board of Education will meet on Thursday, December 6, 2018, 5:30 p.m., Sprague School, 1443 Thomaston Avenue, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

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

PUBLIC SPEAKING

- 2. Committee of the Whole/25 minutes ~ Students’ Presentation: Granville Academy’s HBCU Tour (no backup) – Judge Mosley and students.
- 3. Committee of the Whole/10 minutes ~ District Parent Engagement Report – M. Marold, P. Moran.
- 4. Committee on Finance/5 minutes ~ October 2018 Monthly Expenditure Report – D. Biolo.
- 5. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Pediatric Services of America d/b/a Aveanna Healthcare to provide nursing services for students with disabilities – M. Baldwin.
- 6. Committee on Finance/5 minutes ~ Request approval of Amendment #2 to the Agreement with Charles F. Hayden School at Boys and Girls Village, Inc. to provide education services for students with disabilities – M. Baldwin.
- 7. Committee on Finance/5 minutes ~ Request approval of an Agreement with Cooperative Educational Services to provide education services for students with disabilities – M. Baldwin.
- 8. Committee on Finance/5 minutes ~ Request approval of Amendment #2 to the Agreement with The Gengras Center at University of St. Joseph an Agreement with Cooperative Educational Services to provide education services for students with disabilities – M. Baldwin.

9. Committee on Policy & Legislation/5 minutes ~ Revisions to the Lead Screening of Pre-School and Kindergarten Children Policy (5141.1) - D. Schwartz, M. Bergin, L. Mulhern.
10. Committee on Policy & Legislation/5 minutes ~ Discussion: Clarification of “make-up work” dates in the following policies:
 - a) 5113 – Attendance Requirements for Course Credit or Promotion
 - b) 6146.1 – High School Grading
 - c) 6146.11 – Elementary Grading
 - d) 6146.111 – Middle School Grading
11. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments.
12. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests.

SUPERINTENDENT’S UPDATE TO THE BOARD

13. Superintendent’s Notification to the Board/5 minutes:
 - a. Athletic appointments:
 Ayers, Ryan – WHS Winter Strength & Conditioning Coach, eff. 11/28/18.
 LeVasseur, Armand – Carrington Intramural Basketball, eff. 11/01/18.
 Martinez, Joseph – KHS Assistant Indoor Track Coach, eff. 12/03/18.
 McKenna, Hollis – CHS Assistant Football Coach, eff. 11/08/18.
 Ocasio, Matthew – NEMS Volleyball Coach, eff. 11/02/18.
 - b. Appointments:
 Shocki, Jeff – Site Coordinator, KHS Edgenuity Program, effective immediately.
 - c. 21st Century/State Department of Education After-school Program Teacher appointments, salary per contract:
 Matthew DeMirs – Substitute PE Teacher
 - d. Extended School Hours Program (ESH) appointments, salary according to individual’s contract:

<u>School</u>	<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>
<i>Bucks Hill</i>	Bassett	Stacey	Paraprofessional
<i>Chase</i>	Cianfagna	Traci	Teacher – Sub
	McCue	Erin	Teacher – Sub
<i>Kingsbury</i>	Osborne	Arielle	Lead Teacher – Grade 4
	Muratori	Katie	Grade 3 Teacher
	Capaldo	Christine	Substitute
	Hamel	Claire	Substitute
	Meaney	Susan	Substitute
	DiBella	Lee	Substitute
	Guedelha	Norma	Clerical
<i>Walsh</i>	Ocasio	Jessica	Sub Administrator
	Paolino	Ellen	Sub Administrator
<i>Washington</i>	Santos	Melanie	Sub Para

- e. Teacher hires:

<u>Name</u>		<u>Assignment</u>		<u>Effective</u>
Barbieri	Amber	Bunker Hill	Special Ed	9/5/2018
Brown	Charlene	Duggan	Lib. Media Spec.	11/13/2018
Douglas	Lydia	Kennedy	Art	11/15/2018
Dunn Brown	Fallon-Gay	West Side	Theatre Arts	11/26/18
Evanoski	Jessica	Crosby	Special Ed	12/6/2018

Kuhnel	Robert	WCA	Tech Ed.	11/5/2018
Metaj	Robin	Carrington	Lib. Media Spec.	11/26/2018
Mirles Vazquez	Charito	Chase	Bilingual Gr 2	9/12/2018
Rangel Garcia	Alicia	Chase	Bilingual Gr 3	9/26/2018
Ronalter	Joanne	Driggs	Special Ed	11/26/2018
Ruggiero	Candice	Reed	PreK Special Ed	11/29/18
Sanchez Cabrera	Alina	Hopeville	Social Worker	11/15/2018
Yuiza	Gladynell	West Side	Special Ed	9/26/2018

- f. Resignations:
 Rodriguez, Rachel – Driggs Reading, effective 11/02/18.
 Mitchell, Deszreen – Bunker Hill Grade 5, effective 11/23/18.
 Callahan, Antoinette – Reed PreK Special Education, effective 11/27/18.
 Martinez-Marrero, Emmanuel – WHS Bil. Biology, effective 01/01/19.
 Schreck, Peter – NEMS Math Lab, effective 11/30/18.

- g. Retirements:
 Casey, Nancy – WAMS Math, effective 01/01/19.
 Curley, John – WHS Special Education, effective 06/30/19.

EXECUTIVE SESSION

ADJOURNMENT

ATTEST:
 

Carrie A. Swain, Clerk
 Board of Education

Waterbury Public Schools Family and Community Engagement

Patricia C. Moran, Supervisor of Family and
Community Engagement

Mary Ann Marold, Education Liaison to
Government, Business and Community

State and Federal Guidelines

- **Every Student Succeeds Act (ESSA)**

Federal Legislation

- **Full, Equal and Equitable Partnerships with Families**

Connecticut's Definition and Framework for Family Engagement

ESSA

- Improve student academic achievement and school performance.
Activity sheets are completed by parent liaisons to ensure that a curriculum connection is present in all activities.
- Ensure that information related to school and parent programs, meetings and other activities is sent to parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
Bilingual department translates all notices and/or materials into Spanish and Albanian.

Family and Community Engagement Activity Sheet

Activity _____ Target group for the activity _____

1. What are the goals for this activity?
2. How does this relate to the Waterbury Public School Curriculum? Check and include all that apply.

___Reading/Language Arts ___Mathematics ___Science ___Social Studies ___Other
(give subject area)

3. What activities have you planned? Briefly outline the sequence of activities.
4. What materials do you need?
5. How will this activity be assessed?

Full, Equal and Equitable Partnerships with Families

Definition:

- Family engagement is a full, equal and equitable partnership among families, educators and community partners to promote children's learning and development from birth through college and career.

Guiding Principles:

- Build collaborative, trusting relationships focused on learning.
- Listen to what families say about their children's interests and challenges.
- Model high-quality learning practices.
- Share information frequently with families about how their children are doing.
- Talk with students about how they want teachers and families to support their learning.
- Co-develop cultural competence among staff and families.
- Support parents to become effective leaders and advocates for children.

4 Charts

- What Does High-Impact Family Engagement Look Like in Early Childhood Programs?
- What Does High-Impact Family Engagement Look Like in Elementary Schools?
- What Does High-Impact Family Engagement Look Like in After School Programs?
- What Does High-Impact Family Engagement Look Like in Middle and High Schools?

Existing Avenues for Family and Community Engagement

- Family and Community Engagement Center
FACE
- PTO/PTA
- School Governance Councils
- District Parent Advisory Council (DPAC)
- Project Love

Addresses the needs of McKinley Vento families.

FACE (Family and Community Engagement Center)

- **Vision** – FACE (Family and Community Engagement Center) is a proactive approach in linking home, school and community .
- **Mission** – Our mission is to welcome families and community members as partners in creating a collaborative, positive school environment to inspire our diverse community to work together to educate and support our students. We will work with families linking parents, principals, teachers, school staff and the community to available resources while ensuring accurate information and quality assistance for all.

Goals of the FACE Center

- **Goal 1: Empower and educate families to effectively advocate for their children to ensure their students' academic success.**
- The FACE Center has developed a Community Resource Guide that will be shared with the Parent Liaisons so that wellness, vocational support, social and emotional support, school supplies and uniform needs will be easily identified.
- **Goal II: To access available support services for students and families .**
- Parent Liaisons will become the “hub” of support for family and community members.
- Provide on-going Professional Development for the Parent Liaisons.
 - September 6th PD for Parent Liaisons- CAPS Asthma Program with Keli Sorrentino and Judge Maurice Mosley Granville Academy.
 - October 11th PD for Parent Liaisons – Early Childhood Supervisor Mrs. Bergin & School Readiness Liaison Ms. Rainville- Registration Sites and the registration process.
 - Oct. 9, 2018 Convocation with Dr. Ruffin & WSMS – Tips For Student Success.
 - October 25, 2018 – CREC 3rd Annual Family & School Engagement Conference
 - November 8th PD for Parent Liaisons- Ms. Leslie Carson CSDE Education Consultant Turnaround Office – Restorative Practices.
 - December 6th PD for Parent Liaisons- Ms. Dena Mortensen Supervisor Reading /English Language Arts PreK-12- Wonders & StudySync

School Governance Councils

- Nine (9) schools have been part of the Building Process.
- Parent Liaisons have been critical along with administration in the support of this training effort.
- The nine(9) schools were Bunker Hill, Wendell Cross , Generali , Kingsbury, Maloney, Reed, Rotella, Tinker and Waterbury Career Acad.
- Fall 2018 all 28 schools conducted the Recruitment, Nomination and Election effort.

School Governance Council Modules and Presentations

Back To School Breakfast- September 27,2018

Gilmartin School- 90 attended-

Achievements shared & Board of Education Report
2017- 2018 .

Module 1 – Tuesday November 27, 2018

Crosby High School Media Center. 6:00- 7:30 pm.

CABE Attorney Rebecca Adams

The Basics: What School Governance Members
Need to Know.

Module 2- Spring 2019 Date TBD Equity

District Parent Advisory Council

- **Purpose:**
- Create a common vision to increase student achievement and success by engaging the family and the community in the education process.
- Encourage individual schools to make a concerted effort to engage family and community in their schools and in the homes of students.
- Provide full opportunities for family engagement for parents with limited English proficiency, parents with disabilities and parents of migratory children.
- **Goals:**
- Create a welcoming environment in each school
- Improve parent engagement in student achievement
- Improve community communication and input into school system policies.

DPAC Parent

- In an effort to build the membership of the DPAC (District Parent Advisory Council), Mr. Henry, Deputy Superintendent, asked the Parent Liaisons and Principals to name a DPAC parent from each of the 28 schools.
- This was accomplished by May 17, 2018 . These DPAC parents were invited to a Meet & Greet at Veteran's Hall to start the 2018- 2019 year with Dr. Verna Ruffin and the DPAC Team on Sept. 5, 2018 at 5:00. Each parent received their DPAC pin and were informed of the wonderful activities that DPAC does with a video done by Nancy Vaughan. It was a wonderful way to begin the year and welcome our DPAC parents.



Title 1 District Parent Advisory Council Calendar

Blue = Parent Engagement Activity
Green = Executive Committee Meeting
Red = Committee Meeting
Purple = Childcare Services

Date Of Event	Time	Location	Purpose	Current Period	Continue Previous
Wednesday 11/14/2018	5:00pm - 6:00pm	Gilmartin Elementary School	Parent Engagement Activity Math Program (I Ready) Math Presentation (Janet Francis)	F.A.C.E Center (Patricia Mosen, Stedje Wright, Mary Ann Marshall or Elizabeth Howard) (Chairwoman)	Yes
Wednesday 11/28/2018	5:30pm - 6:30pm	F.A.C.E Center Training Room 2nd Floor	DPAC Committee Meeting Agenda Item 1 Follow up regarding the event held on 11/14/18. Plan for next event scheduled for 12/14/18	F.A.C.E Center (Patricia Mosen, Stedje Wright, Mary Ann Marshall or Elizabeth Howard) (Chairwoman)	No
Tuesday 12/18/2018	4:30pm - 5:30pm	F.A.C.E Center	DPAC Executive Committee Meeting	F.A.C.E Center (Patricia Mosen, Stedje Wright, Mary Ann Marshall or Elizabeth Howard) (Chairwoman)	N/A
Wednesday 1/9/2019	5:30pm - 6:30pm	Gilmartin Elementary School	Meet & Greet Parent Engagement Activity	F.A.C.E Center (Patricia Mosen, Stedje Wright, Mary Ann Marshall or Elizabeth Howard) (Chairwoman)	No
Tuesday 1/22/2019	4:30pm - 5:30pm	F.A.C.E Center	DPAC Executive Committee Meeting	F.A.C.E Center (Patricia Mosen, Stedje Wright, Mary Ann Marshall or Elizabeth Howard) (Chairwoman)	No
Wednesday 2/20/2019	5:30pm - 6:30pm	F.A.C.E Center Training Room 2nd Floor	DPAC Committee Meeting Agenda Item 1 Follow up regarding the event held on 1/13/19. Plan for next event scheduled for 03/07/19	F.A.C.E Center (Patricia Mosen, Stedje Wright, Mary Ann Marshall or Elizabeth Howard) (Chairwoman)	No
Tuesday 3/19/2019	4:30pm - 5:30pm	F.A.C.E Center	DPAC Executive Committee Meeting	F.A.C.E Center (Patricia Mosen, Stedje Wright, Mary Ann Marshall or Elizabeth Howard) (Chairwoman)	N/A
Wednesday 3/27/2019	5:30pm - 6:30pm	Reed Elementary School	Workshop in Reading (Joint Parent Engagement Activity) Topic: Going Forward Chairman: Dr. Thomas (Mosen) (Marianne Belmont)	F.A.C.E Center (Patricia Mosen, Stedje Wright, Mary Ann Marshall or Elizabeth Howard) (Chairwoman)	Yes
Tuesday 4/23/2019	4:30pm - 5:30pm	F.A.C.E Center	DPAC Executive Committee Meeting	F.A.C.E Center (Patricia Mosen, Stedje Wright, Mary Ann Marshall or Elizabeth Howard) (Chairwoman)	N/A
Friday 5/17/2019	TBD	Naugatuck Valley Community	Title 1 Parent and Community Leadership Conference	F.A.C.E Center (Patricia Mosen, Stedje Wright, Mary Ann Marshall or Elizabeth Howard) (Chairwoman)	No
Wednesday 6/12/2019	5:30pm - 6:30pm	F.A.C.E Center Training Room 2nd Floor	DPAC Committee Meeting Follow up regarding the event held on 05/17/19	F.A.C.E Center (Patricia Mosen, Stedje Wright, Mary Ann Marshall or Elizabeth Howard) (Chairwoman)	No



Parent Liaisons

- They are the hub linking students, teachers, parents and community leaders
- One in every building
- Professional development is provided to them
 - Monthly meetings as an entire group
 - Content Supervisors share information and resources to support curriculum
 - CREC Conference
 - Friday Café

Portrait of a Graduate

- On-going discussions throughout the community to ensure that all stakeholders are heard (parents, students, teachers and community partners)
 - August: All administrators
 - October: Annual Title 1 Meeting
 - November: A Courageous Conversation About Race and Education

Portrait of a Graduate

- DPAC Title I Annual Meeting attended by 90 parents and staff Assistant Superintendent Dr. Baker presented Superintendent's Dr. Ruffin's The Portrait of a Graduate to an engaged audience. The Four Key Questions were answered with feedback from the stakeholders on October 3, 2018 at WAMS. 50 children received Child Care from the WAMS students.
- Portrait of Graduate: A Courageous Conversation about Race & Education. 5:00- 8:00 on November 13, 2018 at WAMS. 80 parents, community members, staff met in a collaboration with CAGE , Board of Education and Bridge to Success to have this important conversation. Next steps and further conversations have been planned. The conversation was rich and made everyone proud to be part of Waterbury. WAMS again provided the Child Care. PAL provided the culinary treats. This was a true community effort.

Project Love

Project Love is a group dedicated to helping families in Waterbury Homeless Shelters. With the help of community partners our goal is to provide fun through academics, social and emotional support in a nurturing environment.

School Parent Engagement Status Report

School	Parent Liaison	School Governance	PTA/PTSA/PTSO/PTO	DPAC Parent
B.W. Tinker	Azzalee Edwards	Yes - 2018	Transitioning from PTA	Maria Perez
Bucks Hill	Shirley Petteway	Yes - 2011	PTO	Brenda Wood
Bucks Hill Pre-K	Program Exempt	Program Exempt	Program Exempt	
Bunker Hill	Mary Ann Petrillo	Yes- 2018	PTO	Vivien Ferron
Carrington	Jean Creaven	Yes - 2011	PTO	Jean Creaven/Shakirah Howard
Chase	Doreen Melendez	Yes - 2011	PTO/PTG	Marie Crocco Fagan
Crosby High School	Doreen Graham	Yes - 2011	PTO	Mrs. Gaynelle Felder
Driggs	Davey Clay	Yes - 2011	PTO	Nicole Williams
Duggan	Tina St. Pierre	Yes - 2013	PTO	Marcy LeVotro
Enlightenment	Denise Foster	Program Exempt	Program Exempt	Not Title I
Generali	Rosemarie Moffo	Yes- 2018	Forming PTA	Sara Holmes
Gilmartin	Amy Mancini	Yes - 2013	PTA	Danielle Albert
Hopeville	Mercedes Rivera	Yes - 2013	PTO	Peggy Hazen
Jonathan Reed	Cristina Damore	Yes- 2018	SGC Determining Next Steps	Diana Cruz
Kennedy High School	Ann Marie Brites	Yes - 2011	PTSA	Ann Marie Brites
Kingsbury	Maria Hulse	Yes- 2018	PTO	Joelle Perna
Maloney Magnet	Terri Grabowski	Yes- 2018	PTO	Ivelisse Cruz
North End Middle	Antonio Coles	Yes - 2011	PTO	Sylvia Lebron
Regan	Patricia Poulter	Yes - 2013	PTO	Kimberly Rossi
Rotella Magnet	Lauren Lombardi	Yes-2018	FSCT	Charice Gaines/Sally Lopez
Sprague	Vjollca Demirali	Yes - 2011	PTO	Susan & Michael Kather
State Street	Denise Foster	Program Exempt	Program Exempt	Not Title I
Wallace Middle	Debra Hayes	Yes - 2011	TBD	Jeana Bracey
Walsh	Dalia Digsby	Yes - 2011	SGC Determining Next Steps	Yolanda Sabo
Washington	Divina DeCena	Yes - 2011	PTO	Amelia Vergeli
Waterbury Arts Magnet	Toni Rinaldi	Yes - 2013	PTSO	Elaine Nghiem
Waterbury Career Academy	Rubis Collodo	Yes-2018	PTSA	Jannell Lesinsky
Wendell Cross	Margaret Rocco	Yes-2018	PTA	Patricia Dupree- Bautista
West Side Middle	FMLA	Yes - 2011	PTA	Victoria Cyr
Wilby High School	Charlene Harris	Yes - 2011	PTO	Charlene Harris
Wilson	Catherine McCormick	Yes - 2011	PTO	Wendy Bryan
Waterbury Adult Education	Program Exempt	Program Exempt	Program Exempt	
			Updated 11/29/18	

Title 1 District Parent Advisory Council Calendar

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Tuesday 12/18/2018	4:30pm - 5:30pm	F.A.C.E Center	DPAC Executive Committee Meeting	F.A.C.E Center (Patricia Moran, Gladys Wright, Mary Ann Marold or Shakirah Howard (Chairwoman)	N/A
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Tuesday 3/19/2019	4:30pm - 5:30pm	F.A.C.E Center	DPAC Executive Committee Meeting	F.A.C.E Center (Patricia Moran, Gladys Wright, Mary Ann Marold or Shakirah Howard (Chairwoman)	N/A
Wednesday 3/27/2019	5:30pm - 6:30pm	Reed Elementary School	Showers to Flowers Event Parent Engagement Activity "Chair going to contact Director of Special Education (Melissa Baldwin)	F.A.C.E Center (Patricia Moran, Gladys Wright, Mary Ann Marold or Shakirah Howard (Chairwoman)	Yes
Tuesday 4/23/2019	4:30pm - 5:30pm	F.A.C.E Center	DPAC Executive Committee Meeting	F.A.C.E Center (Patricia Moran, Gladys Wright, Mary Ann Marold or Shakirah Howard (Chairwoman)	N/A
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Wednesday 6/12/2019	5:30pm - 6:30pm	F.A.C.E Center Training Room 2nd Floor	DPAC Committee Meeting Follow up regarding the event held on 05/17/19.	F.A.C.E Center (Patricia Moran, Gladys Wright, Mary Ann Marold or Shakirah Howard (Chairwoman)	No



CHART 1

What Does High-Impact Family Engagement Look Like in Early Childhood Programs?

Higher Impact on student learning and development	Moderate Impact	Lower Impact
1. Families and childcare providers do neighborhood walks to meet prospective families and hand out program information, books, and growth charts.	Springtime open house for new families, hosted by current families.	Preschool registration on program website or drop in.
2. Family-to-Family Learning! Pre-K families share family engagement strategies with new families in familiar neighborhood settings and sign them up for things like Parent Teacher Home Visits, Ready4K, and Community Café. Short videos of families' sharing are sent with texts or emails to families who couldn't attend, with sign-up sheets and surveys attached.	Family Night. Families visit classrooms, meet teachers, view children's work, sign-up to volunteer, and receive a family phone tree compiled by staff.	Back to School Night. Families visit classrooms, meet teachers, and have refreshments.
3. A program communication app, like Class DOJO, creates two-way communication and ongoing exchange of knowledge between families and teachers.	Monthly phone calls, emails, or texts with information on program activities.	Program newsletter with generic messaging.
4. Children take turns taking home The Book Bag (a book, a journal with family assignment, and colored pencils). When the Book Bag is returned after two nights, children share their experience and drawings during morning meeting.	Children pick a book to take home so their families can read aloud.	Families volunteer to read stories in the program.
5. During classroom observations, teachers model strategies to support specific learning at home. Families ask questions and practice strategies with each other then go home with a "tip sheet." Short videos modeling the strategies are sent with emails or texts to families who couldn't attend, and a list of the families' questions and teachers' answers are attached along with the tip sheet.	At evening meetings, staff share information regarding areas of child development with families and show how those areas are covered in the classroom.	Teachers send home written materials on developmental areas (e.g. social-emotional, motor, cognitive).
6. Parent Teacher Home Visits twice a year. Teachers visit in the fall to launch relationships and in winter or spring to share information to support smooth transition to kindergarten.	Parent-Teacher Conferences twice a year, available evenings and on weekends.	Parent Teacher Conferences by appointment during work days.
7. Monthly Community Cafés Hosted by trained family members, parents take part in meaningful, guided conversations during which they support and learn from each other and collect input and feedback for the program.	Monthly breakfast gatherings for families and staff.	Families can visit the program site by appointment.
8. Community Café participants have a voice in all major program decisions and develop and support parent-initiated projects.	Families can volunteer to meet with program director or family care provider quarterly to share family feedback.	Suggestion box in the office/provider's home.
9. Families Come to Build Day! Scheduled throughout the year, family members come to school to build with their children. Teachers collect a huge variety of blocks, put up posters with tips for the activity so family members ask open-ended questions, model appropriate descriptive vocabulary, and document the building process with photos and dictated stories from the children.	Family Day Events planned by families, family members come to school, read to their children, do crafts, and enjoy refreshments.	Family Day Celebration Annual party with games and food.

CHART 2

What Does High Impact Family Engagement Look Like in Elementary Schools?

Higher Impact on student learning and development	Moderate Impact	Lower Impact
1. Back to School Night class meetings where parents and teachers: <ul style="list-style-type: none"> • Share learning strategies • Review key skills for students with home learning tips • Develop a communications plan 	Open House <ul style="list-style-type: none"> • Parents tour school, chat with teachers • Classroom visits to meet teacher • Exhibits of student work 	Back to School night in the auditorium <ul style="list-style-type: none"> • Panel of speakers • Pass out student handbooks • Hand out school calendar
2. Regular two-way calls/texts/emails to share progress and tips.	Positive personal phone calls home	Robocalls about school events
3. Family center, staffed, with workshops on learning strategies, referrals to social services, and informal gatherings.	Parent resource room with toys, games and books to borrow	School newsletters with generic messages
4. Relationship-building home visits by teachers, voluntary for both teachers and families and available for all families.	Coffee with the principal; Muffins for Moms; Donuts with Dads	Potlucks, other traditional whole-school-based events
5. Story quilting workshops and poetry slams where parents, teachers and students all tell their stories, share their work.	School book club and authors' tea featuring student writers	Student performances
6. Classroom observations with mini-lessons; weekly data-sharing folders go home, with space for parent comments.	Interactive homework with tips for home learning	Curriculum nights
7. Student-led conferences with portfolios of student work, followed by 1:1 conversations about learning, to set goals.	Parent-teacher conferences twice a year, available evenings and weekend	Parent-teacher conferences, during work day
8. Tours of school led by students and community walks led by parents and custodians.	Monthly breakfasts for new families	Visit school by appointment
9. School council has voice in all major decisions; develops and supports parent-initiated projects.	Parent organization meets with principal to discuss suggestions	Suggestion box in office
10. Candidate forum at Fun Fair; parents and students meet in advance, prepare to ask questions regarding issues affecting families.	Candidates for election invited to Fun Fair	Fall Fun Fair
11. Parent leadership classes strengthen family capacity to navigate the system, be effective advocates, and take part in school councils and committees.	Adult learning evenings	Parenting classes

What Does High-Impact Family Engagement Look Like in After School Programs?

Higher Impact on student learning and development	Moderate Impact	Lower Impact
1. Afterschool classes are linked to school curriculum. Teachers and program staff collaborate to track students' growth targets and keep families up to date.	A teacher from the school shares data with tutoring staff on student skills.	Staff informs families that program offers tutoring on reading and math.
2. Frequent, informal gatherings for families, school staff, and community partners to foster collaboration and info-sharing.	Students perform and show their work at quarterly family nights.	Staff is available to talk with families on orientation day.
3. Staff and families co-develop intervention plans to address students' social and/or academic concerns.	Staff interview families regarding children's successes and challenges.	On orientation day, families fill out an information form.
4. Regular meetings with families to discuss student progress, share information, and confer on strategies to support learning.	Annual survey asks parents about students' experience with the program.	Tip sheets sent home on promoting student health and learning.
5. The after school program collaborates with other school-based and community programs to make the school a "hub" of activities for students, families and community members.	Program hosts information fairs about community resources and programs.	Community bulletin board posts notices about local happenings.
6. Family support groups and education classes promote family learning, develop job skills, and address health needs.	Staff refer families to GED and job training programs offered by community partners.	Families can sign up for the Volunteer Program.
7. "Community advocates" develop rapport with families of children at risk, provide advice and links to extra support, and help families navigate social services.	Program staff receive extra pay to serve as informal advisors and mentors to students.	Staff refers struggling children to outside counseling program.
8. Local partners co-sponsor community-building and cultural events at after school site, such as a Health Fair or Heritage Celebration, that attract hundreds of families and community members.	Families and staff plan special events to honor student success and celebrate the beginning and end of school year.	Program offers fall and spring celebrations for students and families.
9. In the Leadership institute, parents learn ways to foster their own and their children's education, support their families financially, develop social networks, and advocate for high quality schools.	Program staff invite public officials to attend events, meet families and answer questions about community issues.	Program office displays flyers and brochures about community resources and learning opportunities.

CHART 4

What Does High Impact Family Engagement Look Like in Middle and High Schools?

Higher Impact on student learning/success	Moderate Impact	Lower Impact
<p>1. Transition program – events at feeder schools, tours of new school, 4-week HS prep summer course – welcomes families:</p> <ul style="list-style-type: none"> • Convey college/career prep focus - your student will graduate in 4 years with college acceptance letter in hand • Relate academic programs to careers • Prepare students for high school work • Help families construct their role in supporting their students' success 	<p>Fall Family Academy to orient incoming families to expectations of students, such as attendance requirements and credits needed for graduation.</p>	<p>At freshman orientation, parents can pick up their students' class schedules and bus passes, and tour the school.</p>
<p>2. Workshops for families:</p> <ul style="list-style-type: none"> • Courses needed to graduate and go to college/post-secondary education • What high-level academic work looks like at each grade level • Where to get needed help for students • Tests, applications and timelines required for college 	<p>Staff conduct trainings for families to help them understand how to navigate the requirements of high school.</p>	<p>Information sheets about school programs and college resources available in the school office.</p>
<p>3. Advisory System: Each student has an adult advisor who develops close relationships with families to co-design students' academic program, set up regular communications, and serve as main contact.</p>	<p>Parent liaisons check in with parents about use of homework help and other resources for students.</p>	<p>Parents receive "early-bird" notices from school when their students fall behind.</p>
<p>4. Monitoring progress:</p> <ul style="list-style-type: none"> • Coursework sequence and college track requirements are clear and explicit • Advisors keep parents current on student progress, with focus on students at risk • Parents invited to exhibits of student work, where students present and critique their work • Parents are reminded to check classroom websites for information on projects and student work • Student-led conferences review portfolio of student work, supports needed to do their best work and stay on track 	<p>Parent liaisons help parents use district's student performance tracking system. Teachers keep a record of students' "positive traits" to share in "good news" calls.</p>	<p>School contacts families when students are having a problem with academics or behavior.</p>
<p>5. College and career planning begins early, a graduation plan is done by end of 9th grade:</p> <ul style="list-style-type: none"> • Parents invited to post-secondary education fairs • Staff recruit parents to visit colleges • Workshops for parents on PSAT, SAT, and ACT exams; offer help completing college applications and applying for financial aid • Parents given guiding questions for discussing Student Success Plans with their student to reflect on successes, areas for growth and new goals • Special assistance for undocumented families 	<p>College/Technical Program fair every fall, with focus on 11th and 12th graders. Parent liaisons and community partners reach out to invite families and remind them to review the Student Success Plan for their child.</p>	<p>Parents can make appointments to confer with guidance counselors, and receive a handout with information about how to review the Student Success Plan.</p>
<p>6. Parent organization and leadership represent all families in the school.</p> <ul style="list-style-type: none"> • Parent leaders sit on college pathways and school leadership teams • Parent organization does focus groups with families to surface issues and report back to school leadership 	<p>Homework help and mentoring program to ensure families know about and can access academic help for their student.</p>	<p>AmeriCorps volunteers distribute flyers throughout the community to remind parents about events and parent-teacher conferences.</p>

Waterbury Board of Education

Monthly Expenditure Report

October 2018

ACCOUNT	CLASSIFICATION	FY 19 ORIGINAL BUDGET	FY 19 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533009	Evaluation	\$49,250	\$49,250	\$706	\$11,547	\$36,997	\$49,250	\$0
533020	Consulting Services	\$344,125	\$344,125	\$117,301	\$200,362	\$26,463	\$344,125	\$0
533100	Auditing	\$54,000	\$54,000	\$50,000	\$54	\$3,946	\$54,000	\$0
539005	Sporting Officials	\$35,000	\$35,000	\$1,055	\$0	\$33,945	\$35,000	\$0
539007	Report Cards	\$9,000	\$9,000	\$0	\$0	\$9,000	\$9,000	\$0
539008	Messenger Service	\$28,600	\$28,600	\$5,632	\$22,528	\$440	\$28,600	\$0
543000	General Repairs & Maintenance	\$1,440,000	\$1,440,000	\$358,079	\$566,189	\$515,732	\$1,440,000	\$0
543011	Maintenance - Service Contracts	\$500,000	\$500,000	\$136,166	\$299,606	\$64,228	\$500,000	\$0
544002	Building Rental	\$506,437	\$506,437	\$320,223	\$161,070	\$25,144	\$506,437	\$0
545002	Water	\$255,000	\$255,000	\$23,089	\$0	\$231,911	\$255,000	\$0
545006	Electricity	\$3,159,855	\$3,159,855	\$788,117	\$0	\$2,371,738	\$3,159,855	\$0
545013	Security/Safety	\$102,500	\$102,500	\$30,608	\$26,612	\$45,280	\$102,500	\$0
551000	Pupil Transportation	\$14,311,852	\$14,311,852	\$1,492,810	\$12,669,042	\$150,000	\$14,311,852	\$0
553001	Postage	\$70,000	\$70,000	\$18,654	\$0	\$51,346	\$70,000	\$0
553002	Telephone	\$250,000	\$250,000	\$70,651	\$9,322	\$170,028	\$250,000	\$0
553005	Wide-area Network (SBC)	\$90,000	\$90,000	\$11,195	\$67,405	\$11,400	\$90,000	\$0
556055	Tuition - Outside	\$7,650,000	\$7,650,000	\$916,252	\$4,326,000	\$2,407,747	\$7,650,000	\$0
556056	Purchased Service - Outside	\$2,551,537	\$2,551,537	\$299,784	\$2,181,385	\$70,368	\$2,551,537	\$0
557000	Tuition Reimbursement	\$6,000	\$6,000	\$0	\$0	\$6,000	\$6,000	\$0
558000	Travel Expenses	\$18,000	\$18,000	\$5,322	\$0	\$12,678	\$18,000	\$0
559001	Advertising	\$25,000	\$25,000	\$1,214	\$8,448	\$15,338	\$25,000	\$0
559002	Printing & Binding	\$60,000	\$57,443	\$2,425	\$0	\$55,018	\$57,443	\$0
559104	Insurance - Athletics	\$19,500	\$22,057	\$22,057	\$0	\$0	\$22,057	\$0
Subtotal Purchased Services		\$31,535,656	\$31,535,656	\$4,671,339	\$20,549,570	\$6,314,748	\$31,535,656	\$0
Supplies/Materials								
561100	Instructional Supplies	\$1,620,000	\$1,620,000	\$434,220	\$522,649	\$663,131	\$1,620,000	\$0
561200	Office Supplies	\$71,840	\$71,840	\$6,142	\$27,317	\$38,381	\$71,840	\$0
561204	Emergency/Medical Supplies	\$4,000	\$4,000	(\$386)	\$0	\$4,386	\$4,000	\$0
561210	Intake Center Supplies	\$1,000	\$1,000	\$419	\$574	\$7	\$1,000	\$0
561211	Recruitment Supplies	\$65,000	\$65,000	\$16,804	\$10,447	\$37,749	\$65,000	\$0
561212	Medicaid Supplies	\$15,000	\$15,000	\$0	\$821	\$14,179	\$15,000	\$0
561501	Diesel	\$153,435	\$153,435	\$33,214	\$120,221	\$0	\$153,435	\$0
561503	Gasoline	\$35,000	\$35,000	\$4,996	\$4,097	\$25,906	\$35,000	\$0
561505	Natural Gas	\$1,716,000	\$1,716,000	\$170,667	\$0	\$1,545,333	\$1,716,000	\$0
561507	Janitorial Supplies	\$235,000	\$235,000	\$49,461	\$145,559	\$39,980	\$235,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$4,985	\$19,487	\$25,528	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$20,033	\$12,867	\$67,099	\$100,000	\$0

ACCOUNT	CLASSIFICATION	FY 19 ORIGINAL BUDGET	FY 19 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
561510	Building & Ground Supplies	\$150,000	\$150,000	\$61,204	\$43,476	\$45,320	\$150,000	\$0
561511	Propane	\$295,719	\$295,719	\$129,266	\$166,452	\$0	\$295,719	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$33,966	\$6,034	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$0	\$0	\$2,000	\$2,000	\$0
569010	Recreational Supplies	\$20,000	\$20,000	\$1,562	\$3,933	\$14,505	\$20,000	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$52,440	\$33,389	\$44,170	\$130,000	\$0
Subtotal Supplies/Materials		\$4,703,994	\$4,703,994	\$985,027	\$1,145,256	\$2,573,710	\$4,703,994	\$0
Property								
575008	Furniture-Misc.	\$50,000	\$50,000	\$0	\$6,523	\$43,478	\$50,000	\$0
575200	Office Equipment	\$165,000	\$165,000	\$39,200	\$15,242	\$110,558	\$165,000	\$0
575408	Plant Equipment	\$20,000	\$20,000	\$1,470	\$2,970	\$15,560	\$20,000	\$0
Subtotal Property		\$235,000	\$235,000	\$40,670	\$24,735	\$169,595	\$235,000	\$0
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,000	\$13,000	\$0	\$11,825	\$1,175	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$6,900	\$0	\$13,800	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$0	\$0	\$9,500	\$9,500	\$0
589201	Mileage	\$33,500	\$33,500	\$293	\$0	\$33,207	\$33,500	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$150	\$0	\$6,850	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$60,000	\$39,045	\$8,480	\$12,475	\$60,000	\$0
591004	Athletic Revolving Fund	\$100,000	\$100,000	\$34,765	\$21,390	\$43,845	\$100,000	\$0
Total Other/Miscellaneous		\$243,700	\$243,700	\$81,153	\$41,695	\$120,852	\$243,700	\$0
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,375,000	\$32,618,414	\$21,796,915	\$103,959,672	\$158,375,000	\$0

ACCOUNT	CLASSIFICATION	FY 19 ORIGINAL BUDGET	FY 19 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Other Additional Funding								
	Alliance Non-Reform/Reform	\$12,628,300	\$12,628,300	\$2,569,197	\$0	\$10,059,103	\$12,628,300	\$0
	Alliance Increase from Budget Reductions	\$3,304,168	\$3,304,168	\$0	\$0	\$3,304,168	\$3,304,168	\$0
	GF Surplus 15-16	\$575,000	\$575,000	\$0	\$0	\$575,000	\$0	\$575,000
	GF Surplus 14-15	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$450,000	\$0
	Contingency Surplus	\$500,000	\$500,000	\$0	\$0	\$500,000	\$500,000	\$0
	City Non Lapsing Account	\$675,000	\$675,000	\$0	\$0	\$675,000	\$675,000	\$0
Total Additional Funding		\$18,132,468	\$18,132,468	\$2,569,197	\$0	\$15,563,271	\$17,557,468	\$575,000
GRAND TOTAL ALL FUNDING		\$176,507,468	\$176,507,468	\$35,187,611	\$21,796,915	\$119,522,943	\$175,932,468	\$575,000

Other Surplus Funding

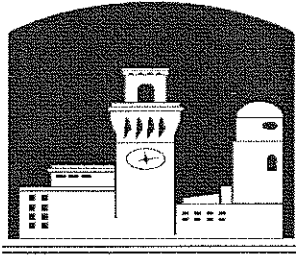
General Fund Surplus unused from 14-15

\$1,000,000

General Fund Surplus unused from 15-16

\$425,000

* Surplus expected to be spent in 17-18 was not used - funds remain



WATERBURY

P u b l i c S c h o o l s

Today's Students. Tomorrow's Leaders

Melissa Baldwin

Special Education Department

236 Grand St. 2nd floor

Waterbury, CT 06702

203-574-8017

mbaldwin@waterbury.k12.ct.us

November 26, 2018

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

And

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

Re: Contract between the City of Waterbury and Pediatric
Services of America, Inc. dba Aveanna Health

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with Pediatric Services of America, Inc. dba Aveanna Health (PSA) for the provision of nursing services for the Waterbury School District and students with disabilities in the total not to exceed amount of Six Hundred Seventy-Nine Thousand Two Hundred Dollars (\$679,200.00) for a three year term as follows:

For December 1, 2018 - June 30, 2019, an amount not to exceed Two Hundred Twenty-Six Thousand Four Hundred Dollars (\$226,400) at the hourly rate of \$55.00 for an RN and \$50.00 for an LPN;

For July 1, 2019 - June 30, 2020, an amount not to exceed Two Hundred Twenty-Six Thousand Four Hundred Dollars (\$226,400) at the hourly rate of \$55.00 for an RN and \$50.00 for an LPN;

For July 1, 2020 - June 30, 2021, an amount not to exceed Two Hundred Twenty-Six Thousand Four Hundred Dollars (\$226,400) at the hourly rate of \$55.00 for an RN and \$50.00 for an LPN;

As the Board knows, services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA), are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). However, the department can elect to undertake the bidding process. The Waterbury Special Services Department issued a Request for Proposal #6073, for nursing services of up to 10 nurses for Waterbury students with disabilities.

Five vendors submitted proposals. Our department formed a committee who reviewed the proposals and conducted interviews with the proposers. The committee consisted of Special Education Supervisors Roberta Abell, Lisa Brown and Chayna Nath. Thereafter, each member of the Committee evaluated and scored each proposal. The Committee looked at vendor experience providing the services, their contract and PO experience, their capacity to provide therapists when requested, the qualifications and experience of the therapists they provide, billing procedures and billable time and completeness of the bid responses.

As required by purchasing procedures, the proposers were rated based on the proposals without the Committee knowing the hourly rates for each service bid. PSA scored the second best of any of the proposers for the nursing services requested.

The Committee then reviewed the hourly rates submitted by each proposer. PSA did not have the highest hourly rate but agreed to reduce their rate even further to be competitive with the other proposers. It also kept its hourly rates the same for all three years of the contract.

In the Special Education Department's experience, finding a nurse can be difficult. Because of this difficulty, the Department decided to split the nursing services contract between two vendors, AAA Nursing Care LLC, which contract is already approved and signed by the mayor, and PSA to make sure the services can be provided.

A tax clearance is obtained and the contract is paid with general funds.
The department is happy with the services provided by PSA.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Melissa Baldwin". The signature is written in a cursive, flowing style.

Melissa Baldwin

Enc. Contract and RFP attachments

PROFESSIONAL SERVICES AGREEMENT
RFP No. 6073
for
Nursing Services
between
The City of Waterbury, Connecticut
and
Pediatric Services of America dba Aveanna Healthcare

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Pediatric Services of America dba Aveanna Healthcare, a duly registered State of Georgia Corporation, located at 400 Interstate North Parkway, S.E., Suite 1600 Atlanta GA, 30339 doing business at 999 Oronoque Lane, Stratford, CT 06614, hereinafter referred to as "PSA".

WHEREAS, PSA submitted a proposal to the City responding to **RFP No. 6073** for City of Waterbury Education Nursing Services; and

WHEREAS, the City selected PSA to perform nursing services regarding **RFP No. 6073** for Nursing Services; and as more specifically described in the Scope of Services attached hereto and made part of this Agreement as Schedule "A"; and

WHEREAS, the City desires to obtain PSA's services pursuant to the terms, conditions and provisions set forth in this agreement; and .

WHEREAS, PSA is willing to provide said nursing services as set forth herein

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. PSA shall provide nursing services, labor, equipment, materials, reports, plans, etc. necessary to complete services 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, services, materials, reports, plans, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. PSA 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. PSA shall provide all nursing services as identified herein, and as more specifically set forth in the attached **Schedule "A"**, entitled Scope of Services, which is made a part of this Agreement as fully set forth herein. Nursing services shall be provided to the City, for students identified by the City, in accordance with the student's I.E.P. and medical instruction or plan as provided by the student's physician and agreed to by the parent, which is incorporated herein by reference. The Services are more specifically 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 PSA as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. City of Waterbury City's Request for Proposal No. 6073, consisting of 11 pages (excluding contractor compliance packet and sample contract) attached hereto
- ii. PSA's response to City of Waterbury Request for Proposal No. 6073 dated March 23, 2018, consisting of 45 pages, attached hereto
- iii. Scope of Services consisting of 1 page, attached hereto.
- iv. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- v. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate(incorporated by reference)
- vi. Certificates of Insurance (incorporated by reference)
- vii. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)

1.2. PSA shall insure that the same nurse is assigned to a particular student, whenever possible, to maintain a continuity of care. The assigned nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.

1.3. PSA shall insure that the assigned nurse provides the City with monthly reports of his or her attendance with the student, along with documentation of services rendered. PSA shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify PSA's billing.

1.4. The Superintendent or his or her agent shall have the right to visit and observe the nursing services at any time.

1.5. PSA and its nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.

1.6. PSA shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.

1.7. PSA shall obtain and provide the City with a copy of the RN or LPN license for each nurse assigned to provide services under this contract.

1.8. 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 PSA. 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:

- i. This Contract
- ii. PSA's Response to City of Waterbury Request for Proposal No. 6073

2. PSA Representations Regarding Qualification and Accreditation. PSA represents that, to the extent required by law, its Licensed Practical Nurses, and Registered Nurses, ("assigned nursing staff"), employees to be provided under this contract are licensed to perform the scope of work set forth in this Contract. PSA further represents that its assigned nursing staff, employees to be provided under this contract 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. PSA 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 PSA 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. PSA hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that PSA and/or its assigned nursing staff and employees to be provided under this contract, be licensed, certified, registered, or otherwise qualified, PSA and its assigned nursing staff, providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, PSA shall provide to the City a copy of PSA's licenses, certifications, registrations, etc.

2.3. Criminal Background Check and DCF Registry Check

2.3.1 PSA represents and warrants that it and its assigned nursing staff to be provided under this contract 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 and have no criminal investigation pending; that each of PSA's employees have submitted to a state and national criminal history records check and that each records check has not revealed any violations or criminal activities; that PSA and employees have submitted to a Department of Children and Families (DCF) registry check and that there are no pending actions with DCF and are not listed on the student abuse and neglect registry. The City and the Waterbury Board of Education shall rely upon these representations.

3. Responsibilities of PSA. All data, information, etc. given by the City to PSA and/or created by PSA shall be treated by PSA, and its assigned nursing staff 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. PSA, its assigned nursing staff and employees agree 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, PSA, its assigned nursing staff and employees shall provide prior advance written notice to the City of the need for such disclosure. PSA, its assigned nursing staff and employees agree to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent PSA's, or its assigned nursing staff and employees are required to be on City property to render its services hereunder, PSA's, its assigned nursing staff and employees shall have access to such areas of City property as the City and PSA agree are necessary for the performance of PSA's services under this Contract (the "Site" or the "Premises") and at such times as the City and PSA may mutually agree. The assigned nursing staff and employees 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 PSA or its assigned nursing staff and employees is required to be on City property to render its services hereunder, PSA or its assigned nursing staff and employees shall be required to be in the school or on school grounds with the student during school hours.

3.3. Publicity. PSA 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.

3.4. Standard of Performance. The standard of care and skill for all services performed by, the assigned nursing staff and employees shall be that standard of care and skill ordinarily used by other members of PSA's profession practicing under the same or similar conditions at the same time and in the same locality. The assigned nursing staff and employees services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.5. PSA's Assigned Nursing Staff and Employees. PSA shall at all times enforce strict discipline and good order among its assigned nursing staff and employees, and shall not contract with any unfit person or anyone not licensed or skilled in the work assigned.

3.6. Due Diligence Obligation. PSA 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. PSA 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, 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:

3.6.1 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 PSA to complete Due Diligence prior to submission of its proposal shall be borne by PSA. Furthermore PSA had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

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;

3.6.3 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.

3.6.4 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 PSA, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with PSA.

3.6.5 it 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;

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

3.6.7 it 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.

3.7. Reporting Requirement. PSA shall deliver periodic, monthly, written reports, as provided for herein to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and

services completed by the RN or LPN, PSA and/or delivered by PSA during the time period covered by the report, (iv) any and all additional useful and/or relevant information. Each report shall be signed by each LPN or RN.

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

3.8. Confidentiality/FERPA

3.8.1 PSA shall, and shall ensure compliance by assigned nursing staff to, 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 the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. PSA shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.8.2 Any and all materials contained in a City of Waterbury student file that are entrusted to PSA or to assigned nursing staff during 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 PSA or nursing staff shall be used solely for the purposes of providing services under this Agreement.

3.8.3 PSA acknowledges, and shall ensure compliance by assigned nursing staff, 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). PSA 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, PSA has no authority to make disclosures of any information from education records.

3.9. Student Data Privacy

3.9.1 PSA shall comply, and shall ensure compliance by assigned nursing staff, with all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract, and agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

3.9.2 PSA agrees, and shall ensure compliance by assigned nursing staff, that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of PSA. Contractor agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

3.9.3 PSA agrees, and shall ensure compliance by assigned nursing staff, that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of PSA.

3.9.4 PSA agrees that, and shall ensure compliance by assigned nursing staff, that students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record.

3.9.5 PSA agrees, and shall ensure compliance by assigned nursing staff, that it will not retain any student data or let said student data remain available to PSA upon completion of the services under this Agreement unless the parents, legal guardians, and/or the students have entered into an Agreement with PSA regarding the retention of the student's data in an electronic form or database.

3.10 Security Breach of Student Information and Data

3.10.1 Procedure for Notification Regarding Breach or Unauthorized Release of Student Information. PSA shall establish a procedure and provide a copy of said procedure to the City setting forth its policy for notification to the City and Parents when there has been a breach or unauthorized release of student information or records pursuant to Public Act No. 16-189.

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

4.1. The City hereby agrees to provide, to the designated nursing staff such medical, psychological and educational evaluations, as are available to the City and agreed to by the parent, to enable the nurses to perform the services required under this Agreement. Contractor shall require and provide evaluative reports that may be required to keep the City duly informed concerning the medical needs of the students being provided services, to enable the City to make judgments concerning those needs. PSA shall provide to the City all necessary medical reports or documentation that may relate to the student's educational needs to enable the City to provide for the Student's educational needs. Contractor and the City hereby agree that medical and psychological records shall

not be open to public inspection or disclosed in any manner, in accordance with Section 10-209 of the Connecticut General Statutes and as further provided in this Agreement without the written permission of the parent or guardian.

4.2. PSA will insure that the assigned nurses will adhere to all applicable State and Federal Laws, and City of Waterbury Board of Education (Board) policies regarding medical care and medication policies, as well as the Standard of Care for the Nursing Profession. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. PSA shall provide all the training to the designated nurses to enable them to provide the medical care required to the assigned students. Said training shall be at PSA's sole expense.

5. Contract Time. The term of this contract shall commence on December 1, 2018 and shall terminate on June 30, 2021. ("Contract Time"):

5.1. Time is and shall be of the essence for this Contract. PSA further agrees that the services under this contract shall be provided regularly, diligently and uninterruptedly.

6. Compensation. The City shall compensate PSA 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 PSA shall not exceed Two Hundred Twenty-Six Thousand Four Hundred Dollars (\$226,400.00) for each of the three Contract years, and shall not exceed Six Hundred Seventy-Nine Thousand Two Hundred Twenty Dollars (\$679,200.00) for the entire three year term of this contract, in accordance with Schedule A Scope of Services attached hereto and made part hereof

6.2. Limitation of Payment. Compensation payable to PSA 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 PSA'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 PSA 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 PSA in an amount equaling the sum or sums of money PSA and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding PSA's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. PSA shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. PSA 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 PSA's demand for payment. The City shall not certify fees for payment to PSA until the City has determines that PSA has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of PSA in preparing its proposal for **RFP No. 6073** shall be solely borne by PSA and are not included in the compensation to be paid by the City to PSA under this Contract or any other Contract.

6.5. Payment for Services, Its Assigned Nursing Staff and Employees. PSA shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, reports, plans, etc. furnished to the City under this Contract. PSA shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, , reports, plans, , 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 service. Before final payment is made, PSA shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. This Section Left Intentionally Blank.

8. Indemnification.

8.1. PSA shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), 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 **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of PSA, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by PSA or any employee of PSA, 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 PSA or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. PSA understands and agrees that any insurance required by this Contract, or otherwise provided by PSA, 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. PSA, its assigned nursing staff and employees shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by PSA and such insurance has been approved by the City. PSA 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, PSA 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 PSA's obligation under this Contract, whether such obligations are PSA'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 PSA:

9.4.1 General Liability Insurance coverage with limits of \$1,000,000 Per Occurrence/ \$2,000,000 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate

9.4.2 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws;

Employer's Liability (EL)

EL Each Accident \$1, 000,000

EL Each Disease Each Employee \$1,000,000

EL Each Disease Policy Limit \$1,000,000

9.4.3 Nurses' Professional Liability/Errors and Omissions coverage for the acts and/or omissions of the professional, \$1,000,000 Each Claim/ \$1,000,000 Aggregate.

Professional Liability coverage will be needed if services include (1) Medical Professional or (2) Counseling Services from a social worker or

licensed clinical social worker. Policy's written on a "Claims Made" basis must be renewed for a minimum of two (2) years from the completion date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for the claims for the policy in effect during the Agreement for two (2) years from the completion date.

9.4.4 **Excess/Umbrella Liability** \$3,000,000 Each Occurrence/ \$3,000,000 Aggregate

9.4.5 **Abuse/Molestation Liability Insurance:** \$1,000,000 Each Wrongful Act/ \$1,000,000 Aggregate.

9.5 Certificates of Insurance. PSA will provide to the City, Certificates of Insurance of all assigned nurses prior to the execution of this Agreement. Said policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the addition insured shall be primary and non-contributory insurance and the coverage and limits provided under PSA's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Certificate of Insurance shall evidence the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insured on a primary and non-contributory basis on all policies except Nurses' Professional Liability and Workers Compensation. All Policies must also include a Waiver of Subrogation."**

Original, Completed Certificates of Insurance must be presented to the City prior to Issuance of this Agreement. Such certificate(s) shall be subject to certification by the City's Risk Manager. PSA shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy (ices). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.-Robert Brenker, 3rd Floor
236 Grand Street
Waterbury, CT 06702

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

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

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

9.8. Certificates of Insurance. PSA will provide to the City, Certificates of Insurance of all assigned nurses prior to the execution of this Agreement. Said policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the addition insured shall be primary and non-contributory insurance and the coverage and limits provided under PSA's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Certificate of Insurance shall evidence the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insured on a primary and non-contributory basis on all policies except Nurses' Professional Liability and Workers Compensation. All Policies must also include a Waiver of Subrogation."**

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

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, PSA 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 PSA 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 PSA's work and services shall be secured in advance and paid by PSA. PSA 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 PSA for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. PSA remains liable, however, for any applicable tax obligations it incurs. Moreover, PSA represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. PSA 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 PSA 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 PSA 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, PSA 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, PSA 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. PSA agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. This Section Left Intentionally Blank

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of PSA, PSA shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if PSA 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 PSA 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 PSA under this Contract shall, at the option of the City, become the City's property, and PSA shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, PSA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by PSA, and the City may withhold any payments to PSA for the purpose of setoff until such time as the exact amount of damages due the City from PSA 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 PSA. If this Contract is terminated by the City as provided herein, PSA 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 PSA covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. PSA 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. PSA 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 PSA.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay PSA for the agreed to level of the products, services and functions to be provided by PSA under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to PSA, 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 PSA 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, PSA 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, PSA shall transfer all licenses to the City which PSA is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate PSA for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. PSA 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 PSA for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and PSA 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). PSA 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 PSA may negotiate a mutually acceptable payment to PSA 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 PSA. PSA may, by written notice to the City, terminate this Contract if the City materially breaches, provided that PSA 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, PSA will be compensated by the City for work performed prior to such termination date and PSA 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) PSA 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 PSA 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 PSA's documents, reports, 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, reports, 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. PSA shall not, without the prior written approval of the City, subcontract, in whole or in part, any of PSA's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of PSA 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 PSA 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. PSA shall be as fully responsible to the City for the acts and omissions of PSA'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 PSA.

17. Assignability. PSA 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 PSA 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 PSA'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, PSA 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. PSA 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 PSA, by someone under the care and/or control of PSA, by any subcontractor of PSA, or by any shipper or delivery service. PSA 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, PSA 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. This Section Left Intentionally Blank.

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 PSA.

22. Independent Contractor Relationship. The relationship between the City and PSA, its assigned nursing staff, and employees, is that of client and independent contractor. No agent, its assigned nursing staff and employee, or servant of PSA shall be deemed to be an employee, agent or servant of the City. PSA 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 PSA hereby agrees and covenants, that it and any and all third party(ies) , its assigned nursing staff ,employees and subcontractor(s) retained by PSA 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 PSA or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus PSA 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 PSA 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. This Section Left Intentionally Blank.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and PSA 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. 6073** and (ii) PSA's proposal responding to the aforementioned **RFP No.6073**.

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. PSA agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, PSA shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed

by a duly authorized officer of the City's Using Agency or PSA, 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: Pediatric Services of America dba Aveanna Healthcare
999 Oronoque Lane
Stratford, CT 06614

City: City of Waterbury
Attn: Melissa Baldwin Special Education Dept.
236 Grand Street, 2nd floor, Room, 250
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. PSA 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. PSA 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. PSA 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. PSA 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 PSA set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

PEDIATRIC SERVICES OF AMERICA dba
AVEANNA HEALTHCARE

_____

Donnie Koch- Contract Specialist

By: _____

Its James Elkington- VP of Reimbursement Services

Date: 12/1/18

ATTACHMENT A

- i. City of Waterbury City's Request for Proposal No. 6073, consisting of 11 pages (excluding contractor compliance packet and sample contract attached hereto
- ii. PSA's response, City of Waterbury City's Request for Proposal No. 6073 dated March 30, 2018, consisting of 45 pages, attached hereto
- iii. Scope of Services, consisting of 1 page, attached hereto
- iv. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- v. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- vi. Certificates of Insurance
- vii. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)

SCHEDULE A
Scope of Services

HOURLY RATES
REGISTERED NURSE - \$55.00
LICENSED PRACTICAL NURSE - \$50.00

1. PSA shall provide all nursing services as identified in the Contract, and as more specifically set forth herein. Nursing services shall be provided to the City, for students identified by the City, in accordance with the student's I.E.P. and medical instruction or plan as provided by the student's physician and agreed to by the parent, which is incorporated herein by reference.
2. PSA shall insure that the same nurse is assigned to a particular student, whenever possible, to maintain a continuity of care. The assigned nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.
3. PSA shall insure that the assigned nurse provides the City with monthly reports of his or her attendance with the student, along with documentation of services rendered. PSA shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify PSA's billing.
4. The Superintendent or his or her agent shall have the right to visit and observe the nursing services at any time.
5. PSA and nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.
6. PSA shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.
7. PSA shall obtain and provide the City with a copy of the RN or LPN license for each nurse assigned to provide services under this contract.
8. PSA shall ensure that Nurses work 182 regular school days, up to 8 hours per day. PSA shall ensure that Nurses work 20 days of the extended school year ("Summer Session") up to 6 hours per day at the agreed upon hourly rates set forth herein.

REQUEST FOR PROPOSAL #6073
BY
THE CITY OF WATERBURY
EDUCATION
Nursing Services

The City of Waterbury, Department of Education (hereinafter "City"), is seeking one or more vendors, proposers or contractors to provide:

Up to 10 registered, licensed and certified Nurses (RNs) or Licensed Practical Nurses (LPNs) who will provide individualized nursing services to students with disabilities ages 3-21 pursuant to the students' individual education plans (IEPs) and individual health care plans (IHCPs) or other medical/nursing instructions or plans provided by the students' health care providers, and other related work for a three year period commencing on or about July 1, 2018 through June 30, 2021.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, experienced, professional proposers to provide nursing services and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate in school or other settings as set forth by the student's individual education plan (IEP) and the student's individual health care plan (IHCP) or health provider. The City reserves the right to assign nurses to the students based on the student's need and the needs of the Waterbury School District.

B. Qualifications

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

1. Experience and expertise in providing RNs or LPNs, for the types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Insures staff compliance with federal and state laws and regulations, staff adherence to nursing practice standards and staff competence in providing the services outlined in the scope of services.

4. Evidence of sufficient staff of experienced, licensed and qualified RNs or LPNs to provide to the City upon request without delay to fill its immediate and changing needs.
5. The RNs and LPNs provided have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans, instructions from health care providers and individual education plans.
6. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of nursing services to students with disabilities. The proposer will also provide retention/turnover rates of RNs and LPNs.
7. The Proposer will insure that assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City immediately upon request. The proposer will further insure that they will provide training to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.
8. The proposer will insure each nurse has training in cpr, administration of medications and use of the AED.
9. Each nurse provided must follow City and School District procedures, guidelines and other requirements as set forth by Waterbury School District representatives. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.
10. Each nurse shall provide timely and complete reports including nursing notes to Waterbury staff and provide to the City Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant laws.
11. The proposer will be responsible for the direct clinical supervision of the nurses provided to the City.
12. The proposer will invoice the City monthly and provide back up documentation with the invoice.

C. Scope of Services

1. The proposer agrees to provide up to 10 nurses to provide individualized nursing services to students, ages 3-21, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for work performed for the City during school hours on days the school is in session and the student is in attendance with the exception of homebound services and transportation.

2. Nursing services must be provided by CT licensed, certified and qualified RNs or LPNs without delay to fill the immediate and changing needs of the Waterbury School District. The proposer will insure that all nurses working in the Waterbury School District have had satisfactory criminal background checks, drugs tests and dcf registry checks as required under law and will provide the City proof upon request.
3. The nurses will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City. Each nurse will be assigned a student or students and other related responsibilities. They shall participate in planning and placement team meetings for individual students, write goals and objectives for the student's IEP, communicate with the student's health providers as necessary and provide other related services at the District's request.
4. The City currently provides nursing services to up to ten (10) students. The nurse may work with one or more students based upon the students' individual health care plans. Students may be located in Waterbury schools, out of district facilities or homebound. Work hours consist of the hours the student is in school and include the transportation time if the nurse is riding the bus with the student. Hours begin at the student's home 15 minutes before the bus arrives and end 15 minutes after the student returns home.
5. Nursing services are needed for each school day following the school calendar of up to 183 days and for extended school year services for an additional 16-20 days in the summer. The nurse must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer.
6. The proposer will supervise its nurses and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's nurses will maintain nursing notes and other records as required by the City and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards.
7. Each nurse shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant nursing materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2018 – June 30, 2021.

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 23, 2018**. Prospective proposers must limit their contact regarding this RFP to Mr. Orso or such other person otherwise designated by Mr. Orso. 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 27, 2018 at 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. Orso at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education.

G. Conditions

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

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

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Professional Service Agreement in Attachment B.
15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 8 through 10.
16. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and five (5) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on April 3, 2018.**

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

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

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

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

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

3. Statement of Qualifications and Work Plan

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

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

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

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

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

Please respond to the following questions:

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

- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
 - d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - g. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.
 - h. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirement 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 Proposal.
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.



March 23, 2018

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

RE: RFP#6073, Nursing Services

Dear Mr. Orso:

Please accept this letter as a reflection of our interest to provide nursing services to children within the Waterbury Public School System necessitating nursing needs. As a leader in our industry, Pediatric Services of America, Inc., d/b/a PSA Healthcare, a company of Aveanna Healthcare, we pride ourselves in delivering high quality, cost effective, home/school care to our patients and their families, through an outcomes based clinical team approach.

Our company headquarters are located at 3720 Davinci Court, Suite 200, Norcross, GA 30092; (800) 950-1580. The local office requesting consideration is also located at 999 Oronoque Lane, Stratford, CT 06614

PSA Healthcare has a history of rich patient satisfaction and quality care. Originating as a respiratory therapy company more than 30 years ago, we expanded our scope of services in 1989 to include pediatric care for medically fragile children. We currently have 20 active **school contracts** within the Connecticut locations. I have attached the list for your review. Our services are available seven (7) days a week throughout the year and are delivered with an uncompromised focus on responsiveness to patient needs.

Clearly focused on delivering quality care to the patient and their family in the most cost effective manner, PSA Healthcare provides coordinated care across Pediatric Private Duty Nursing, Pediatric Day Treatment Centers and provision of School Health services in several counties across the nation. PSA Healthcare has earned the preeminent position as the National Provider of Pediatric Health Services. We have been a forerunner in setting the standard for highly skilled pediatric nursing services, thus raising the level of clinical expertise in the pediatric community. Our broad range of services expands beyond home health to enable caregivers to be recognized nationwide for their high level of expertise.



PSA Healthcare currently employs approximately 600 skilled caregivers in Connecticut, providing professional, high quality, pediatric and adult nursing care. Our services include:

- Highly skilled care for technology dependent patients.
- Registered Nurses (RN)/Licensed Practical Nurses (LPN)
- CHAP certified and state licensed facilities.
- Dependable, compassionate, and dedicated care.

Each branch location is under the overall supervision and day to day management of a Location Director. Each Location Director is ultimately responsible for leading the team or professionals in achieving and sustaining both individual and collective success. Locations operate under a decentralized management structure since branch offices serve local communities, compete for patients on a local basis, and are impacted by location market factors.

In an ongoing effort to ensure deliverance of safe care and to fulfill PSA's mission, all teammates are required to consistently deliver the highest quality care in response to the needs of our patients, their families and communities at large. Under the umbrella of SAFE at Home, we have an extensive tracheostomy training program that utilizes case specific scenarios, videos and tests that educate and validate the training of the nurses on all aspects of caring for a patient with a tracheostomy. Upon employment, all nurses are required to complete this program and continue with quarterly competency evaluations.

All clinical staff caring for patients in the home or students at school are supervised/monitored closely by Registered Nurses in accordance with all home health regulations and state statutes.

We are excited about the potential opportunity to provide Waterbury Public Schools with dedicated, professional, and experienced nurses to meet the needs of the children requiring nursing care. PSA Healthcare would be privileged to become a member of your distinguished school system and feel confident that we could exceed your expectations.

Please do not hesitate to contact me if you should have any questions. We look forward to your forthcoming reply.

Kindest Regards,

A handwritten signature in black ink, appearing to read "Nicole Hernandez", written in a cursive style.

Nicole Hernandez
Director

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Enclosed in a sealed envelope: Cost Schedule

TAB 1

PROPOSER INFORMATION

- A. Firm Name: Pediatric Services of America, Inc. DBA PSA Healthcare
- B. Permanent main office address:
999 Oronoque Lane
Stratford, CT 06614
- C. Date firm organized: August 30, 1984
- D. Legal Form of Ownership: We are a corporation. Incorporated in Georgia.
- E. Years providing services under present name: 34 years
- F. Names, Titles, Reporting relationships, background and experience of principal members of your organization, including officers:
 - a. Nicole Hernandez, Location Director
Nicole Hernandez has worked at PSA Healthcare since July 2001. Nicole has worked in different aspects of location duties including, scheduling, recruiting, human resources, and most recently as the Location Director. Nicole has been the location director for the past 3 years and over sees day to day business operations. She is focused on recruiting and hiring the most qualified nurses who will provide the most safe and accurate care to the patients PSA serves. Nicole reports to Jeanne Silverwatch, RN, BSN – Area Vice President.
 - b. Brochi Mut, MSN – Supervisor of Clinical Services
Brochi has worked at PSA Healthcare since January 2011. Brochi started as a field staff nurse providing excellent care to the pediatric population. In May 2012, Brochi was promoted to a Clinical Care Manager and was responsible for coordinating care between physician's and field staff nurses. January 2015 Brochi was promoted as the Supervisor of Clinical Services and is responsible to ensure all field staff are trained and armed with the necessary tools to provide safest and effective care to the patients PSA serves. Brochi reports to Nicole Hernandez, Location Director.

TAB 2

Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus:

PSA Healthcare's mission is to revolutionize the way pediatric healthcare is delivered, one patient at a time.

Who we are, our core values:

- *COMPASSION
- *TEAM INTEGRITY
- *ACCOUNTABILITY
- *TRUST
- *INNOVATION
- *COMPLAINTS
- *FUN

What we do, our Operating Principles the 5 C's:

- *Census Growth
- *Clinical Outcomes
- *Customer Satisfaction
- *Cost Control
- *Cash Collection

b. Summary of Relevant Experience:

PSA Healthcare currently holds 20 school contracts within the state of Connecticut. PSA Healthcare. Each contract has been for PSA to provide nursing services 1:1 in the school setting. All assignments are completed within the timeframe for each contract and renewed as necessary yearly. All assignments are completed within budget. Below are three school districts with contact information along the contract time frame and gross cost of the agreements.

- i. West Haven BOE
Donna Kosiorowski, Nursing Administrator
203-937-4300
Donna.Kosiorowski@whschools.org
Contract dates: 12/16/2011 – present
See Attachment for Revenue

- ii. Monroe BOE
Kay Moser, Director of Special Education
203-452-2860
Contract dates: 1/25/2005 – present
See attachment for Revenue
- iii. Bridgeport BOE
Teresa Albaladejo, Program Assistant Secretary
203-275-1000
talbaladejo@bridgeport.edu.net
Contract dates: 8/17/2001 – present
See attachment for Revenue

Below are two entities PSA Healthcare has contracts or purchase order agreements with an agency of the City of Waterbury.

- iv. All About You Home Care
Elizabeth Gridley, Administrator
203-720-9383
egridley@aayct.com
Contract dates: 8/26/2009 – Present
- v. Waterbury Board of Education
Elaine Skoronski, Grant Coordinator
203-346-3518
eskoronski@waterbury.k12.ct.us
PO#149281

c. Personnel Listing

- i. Nicole Hernandez, Location Director (Resume and job description attached)
- ii. Brochi Mut, MSN, Supervisor of Clinical Services (Resume and job description attached)

Nicole Hernandez

Nicole.hernandez1978@gmail.com • 18 Woodbridge Ave. Ansonia, CT 06401 • 203-206-6629

Objective

Location Director experienced at directing administrative and personnel matters in a 24/7 Home Health Care Agency with Pediatric and Adult clients. Strong problem-solver with excellent time management skills.

Education

Ashford University

February 2014 - Bachelors of Arts: Healthcare Administration

- 3.8 GPA
- Magna Cum Laude

Experience

PSA Healthcare (2001-Current) | 999 Oronoque Lane. Stratford, CT 06614

Associate Director/Director July 2013 – Current

Created annual goals, objectives and budget and made recommendations to reduce costs. Carefully selected, hired and retained qualified staff. Administered, directed and coordinated the activities of the agency. Cooperated with other health related agencies and organizations in community activities. Ensured the accuracy of public information and materials. Actively maintained up-to-date knowledge of applicable state and Federal laws and regulations. Provided thorough supervision for day-to-day operations of facility in accordance with set policies and guidelines. Regularly evaluated employee performance, provided feedback and assisted, coached and disciplined staff as needed. Diligently monitored the QA (Quality Assurance) program to improve performance and maintain high standards of care. Established and maintained positive relationships with government regulators, families, other area health care providers, physicians and community at large. Developed and managed budget and revenue expectations while actively seeking ways to eliminate or reduce expenses. Reviewed and approved time cards for processing by payroll department. Resolved patient complaints/concerns within 24-48 hours of initial complaint. Obtain Medicaid and Commercial authorizations for services rendered.

Nurse Recruiter Aug 2010 – July 2013

Developed creative recruiting strategies that met anticipated staffing needs. Communicated the duties, compensation, benefits and working conditions to all potential candidates. Conducted reference and background checks on all job applicants. Contacted all job applicants to inform them of their application status. Researched and recommended new sources for candidate recruiting. Built social

networks to find qualified candidates. Maintained an accurate candidate tracking system. Identified staff vacancies and recruited, interviewed and selected applicants.

Administrative Office Coordinator April 2007 – Aug 2010

Answered employee questions during the entrance and exit interview processes. Worked on 401(k) administration, FMLA and workers' compensation claims and benefits. Managed over personnel files according to policy and federal and state law and regulations. Generated employee tracking reports each month. Managed communication regarding employee orientation and open enrollment for benefits. Helped training and development staff with all aspects of training coordination. Completed payroll processing from start to finish for more than 150 employees. Entered authorizations and patient Plans of Care for all patients to ensure proper billing of services. Worked with Corporate TPL team to obtain Letters of Medical Necessity and any other documents required to bill Medicaid or Commercial Insurance.

Staffing Specialist July 2001 – April 2007

Scheduled 100 - 150 nurses on patient schedules. Filled patient schedules with a 7% unstaffed rate. Reviewed nurse's time cards with 100% accuracy to ensure payroll is processed properly. Checked in nurse's notes to ensure accurate billing. Reported to the Director and Clinical Care Manager of patient or nurse complaints. Reported to Director or Clinical Care Manager when employees exceeded absenteeism policy. Identified staff vacancies and notified the Recruiter. Empathetic with families with frustrations expressed regarding scheduling concerns.

Skills

- Staffing management ability
- Proven patience and self-discipline
- Conflict resolution
- Personal and professional integrity
- Government relations knowledge
- Relationship and team building
- Sound decision making
- Staff training and development
- Motivation techniques specialist
- Confident public speaker
- Cultural awareness and sensitivity
- Critical thinking proficiency

Committees

2014-Current: Sits on the Government Relations Committee through the Connecticut Association for Healthcare at Home.

PSA Healthcare
Location Job Description
Location Director/Administrator

Summary

Manage the day to day operations of a PSA location. Communicates PSA's mission and objectives to the local community and builds relationships with community leaders and local referral sources. Drive location revenue contribution and growth. Provide direction and supervision to ensure adherence to policies, procedures, and regulatory requirements. Ensure quality of all clinical services and care.

Reporting Relationship

Vice President of Business Operations or Area Director

Scope of Supervision

All Location Staff and Per Diem Caregivers

FLSA Status: Exempt

Job Responsibilities

- Manage and direct the activities and employees in providing quality clinical care and services to medically fragile patients
- Responsible for ensuring consistent operation of assigned location (s) per Company policy, and in compliance with all applicable federal and state laws, regulatory guidelines and accrediting body standards
- Build and maintain relationships with patient families and referral sources
- Manage escalated patient and staff issues
- Develop and implement the location marketing strategy
- Direct and implement staff development including orientation, in-service education and continuing education
- Initiate appropriate actions based upon recommendations provided by authorized inspection agencies
- Ensure the accuracy of information and materials disseminated within the location and the local community
- Maintains relationship with the professional advisory group and governing body.
- Interview and hire the best qualified staff to fill open positions
- Oversee acceptable turnaround on POT's and Physician orders
- Manage A/R aging for the location and work with Revenue Cycle Management to ensure all accounts are paid in a timely manner
- Conduct in-services at routine intervals on clinical issues other relevant topics based upon employee and organization needs

- Ensure that annual performance evaluations and feedback are completed and goals are established for the coming year. Monitor employee progress toward these goals
- Ensure appropriate staff supervision during all service hours
- Participate in location "on call" as needed
- Implement and direct IOP Plan to comply with company and accrediting body standards
- Maintain demonstrated knowledge regarding Medicare, Medicaid, and insurance regulations
- Manage and comply with all Company reporting requirements
- Other duties as assigned.

Minimum Qualifications

1. Ability to organize, plan and delegate properly in accordance with the size and services of location
2. Bachelor's degree or equivalent experience in service line or home health industry preferred
3. Two years of related health care experience, home health management experience preferred
4. Pediatric experience preferred, if clinician
5. CPR Certified, if a clinician
6. Health Requirements as per Company policies and state law and regulation

Physical Requirements

1. Repeated or prolonged standing, bending, kneeling, twisting and occasional climbing of stairs
2. Acute sense of sight and hearing (corrected or uncorrected) and strong sense of touch, smell and taste
3. Agility and strength sufficient to handle patients and equipment without assistance
4. Must be able to appropriately respond physically and psychologically to emergency situations in the home or during transport
5. Must be able to function in a wide variety of environments which may involve exposure to allergens and other health conditions

BROCHI MUT

28 Erika Court
Durham, CT 06422
Tel: (203) 623-7737
Email: Brochim@aol.com

PROFESSIONAL EXPERIENCE

Pediatric Services of America, Stratford, CT

January 2011 - Present

Supervisor of Clinical Services (January 2015 - Present)

- Provided ongoing supervision, orientation, training, education, and evaluation of clinical field staff.
- Supervised assigned personnel in the delivery of nursing services to patients and families.
- Assumed responsibility in coordinating care to assigned clients.
- Established a goal directed care plan from admission to discharge which included a comprehensive ongoing assessment of clients' needs.
- Participated as an advocate in community partnerships with hospitals, physicians, practices, and support groups.

Clinical Care Manager (May 2012 - December 2014)

- Provided initial and ongoing comprehensive assessments of the client's needs.
- Maintained clinical records including physician orders, authorizations, coordination of care, nursing notes, and patient care plans.
- Performed supervisory visits to assess the patient, family, and environment.
- Supervised, oriented, educated, and evaluated the clinical staff.

Pediatric Home Care Nurse; RN (January 2011 - May 2012)

- Provided age appropriate nursing care for medically fragile pediatric patients with Respiratory and GI diagnosis; specifically with ventilators, tracheostomies, and feeding tubes.
- Provided family centered care and taught patients and their families effective treatments.

Visiting Nurse Association, Guilford, CT

May 2009 - June 2010

Student Nurse; Home Health Aid

- Assisted nursing staff with various duties and routine technical tasks.
- Assisted patients with basic hygiene and daily living activities.

Hearth at Tuxis Pond, Madison, CT

May 2008 - January 2009

Certified Nurse Assistant

- Assisted Living Facility and Locked Alzheimer's Unit
- Assisted nursing staff with patient care including passing out medications, meals, hygiene, and activities of daily living.

EDUCATION

Sacred Heart University, School of Nursing, Fairfield, CT

BSN in May 2010

MSN in December 2016

State of Connecticut RN License

RELATED SKILLS

Certified Instructor in Basic Life Support for Healthcare Providers (CPR & AED)

American Heart Association

PSA Healthcare

Location Job Description

Clinical Supervisor of Nursing- Connecticut

Description of Responsibilities

Responsible and accountable for the planning, organizing, managing and evaluating of nursing care and services in the location.

Reporting Relationship

Director, Connecticut Locations

Scope of Supervision

Location Clinical Personnel

FLSA Status: Exempt

Responsibilities

- Assign patients for day-to-day management of nursing coordinators
- Maintain open lines of communication with families and physicians and other providers
- Evaluate new referrals for admission with recommendations for nursing/ancillary care
- Monitors clinical status of all patients and ensures coordination of patient care
- Monitors patient care to ensure quality and appropriateness of services
- Monitor staffing patterns of all patients
- Ensure compliance with Nurse Practice Act
- Evaluate and supervise staff based on mutually agreed upon goals in job descriptions
- Participate, support and coordinate the development of the QI Plan
- Support and assist in clinical staff hiring, orientation and training and education
- Maintain awareness of third party payer rules and regulations
- Maintains awareness and compliance with local, state and federal regulations
- Assist and support marketing efforts
- Maintain effective interdepartmental communication
- Performs and provides direct patient care as appropriate and needed

- Participates in location administrative and clinical call as needed
- Perform additional duties as assigned by supervisor

Minimum Qualifications

- Registered Nurse with Bachelor's Degree required
- One to two years pediatric/neonatal experience preferred
- One year of management experience
- One year of home care experience preferred
- Current Nursing License in state of practice
- CPR certified, instructor certified preferred
- Proficient in direct patient care activities to include a variety of diseases and conditions
- Knowledgeable in management of patients that require the assistance of medical treatments and therapies that involve infusion, ventilators, and other various modalities
- Valid Drivers License and acceptable MVR

Physical Requirements

- Frequent lifting and repositioning of patients
- Repeated or prolonged standing, bending, kneeling, twisting and occasional climbing of stairs
- Acute sense of sight and hearing (corrected or uncorrected) and strong sense of touch, smell and taste
- Agility and strength sufficient to handle patients and equipment without assistance
- Must be able to appropriately respond physically and psychologically to emergency situations in the home or during transport
- Must be able to function in a wide variety of environments which may involve exposure to allergens and other health conditions

d. Conflict of Interest: None to disclose

PDN Hours for the Last 2,293 Days Report for Payors: 7817						
description	Payor	Product#	Product Description	QTY	Revenue	
COMMERCIAL	WEST HAVEN BOARD OF ED (C)	2218	LPN HOURLY	1,833.28		\$87,001.44
COMMERCIAL	WEST HAVEN BOARD OF ED (C)	2219	RN HOURLY	.536.00		\$28,408.00
COMMERCIAL	WEST HAVEN BOARD OF ED (C)	17277	LPN (HOURLY/PDN) [^]	5,891.92		\$275,693.24
COMMERCIAL	WEST HAVEN BOARD OF ED (C)	17278	RN (HOURLY/PDN) [^]	668.00		\$33,400.00
1						\$424,502.68

PDN Hours for the Last 4,809 Days Report for Payors: 8608					
description	Payor	Product#	Product Description	QTY	Revenue
COMMERCIAL	MONROE BOARD OF EI	2218	LPN HOURLY	1.00	\$50.00
COMMERCIAL	MONROE BOARD OF EI	2219	RN HOURLY	535.00	\$29,425.00
COMMERCIAL	MONROE BOARD OF EI	17277	LPN (HOURLY/PDN) [^]	11,128.53	\$588,231.74
COMMERCIAL	MONROE BOARD OF EI	17278	RN (HOURLY/PDN) [^]	2,046.77	\$118,927.54
1					\$736,634.28

PDN Hours for the Last 6,066 Days Report for Payors: 5097					
description	Payor	Product#	Product Description	QTY	Revenue
COMMERCIAL	BRIDGEPORT BOARD C	2218	LPN HOURLY	687.87	\$35,049.15
COMMERCIAL	BRIDGEPORT BOARD C	2219	RN HOURLY	376.17	\$20,769.36
COMMERCIAL	BRIDGEPORT BOARD C	17277	LPN (HOURLY/PDN)^	3,423.58	\$176,958.20
COMMERCIAL	BRIDGEPORT BOARD C	17278	RN (HOURLY/PDN)^	5,072.25	\$279,015.75
COMMERCIAL	BRIDGEPORT BOARD C	2218	LPN HOURLY	812.53	\$31,282.73
COMMERCIAL	BRIDGEPORT BOARD C	2219	RN HOURLY	266.23	\$11,314.88
1					\$554,390.07

TAB 3

Statement of Qualifications and Work Plan

a. Statement of Qualifications: Organizational and Staff Experience

PSA Healthcare has a history of rich patient satisfaction and quality care. Originating as a respiratory therapy company more than 30 years ago, we expanded our scope of services in 1989 to include pediatric care for medically fragile children. Today, PSA Healthcare is the leading provider of children's home health care and related services. Our services are available seven (7) days a week throughout the year and are delivered with an uncompromised focus on responsiveness to patient needs.

Clearly focused on delivering quality care to the patient and their family in the most cost effective manner, PSA Healthcare provides coordinated care across Pediatric Private Nursing, Pediatric Day Treatment Centers and provision of School Health services in numerous counties across the nation. PSA Healthcare has earned the preeminent position as the National Provider of Pediatric Health Services. We have been a forerunner in setting the standard for highly skilled pediatric nursing services, thus raising the level of clinical expertise in the pediatric community.

We provide multiple school districts with professionally licensed staff needed to assess students for Orientation and Mobility. All of PSA's current school contract nursing is on a 1:1 basis with a current PSA patient where nursing services are also provided in the home setting. Most recently PSA secured a Purchase Order and have a contract pending with Waterbury BOE for two students in the district. In addition, we have a strong RN supervisory presence in all of our schools. We are proud of the collaborative relationships we have developed with the many school districts and public health department over the years.

Our long history of working with multiple school systems has allowed us the unique opportunity to both create and refine many of our protocols and processes. Our Best Practices/Evidence-based approach to ensure quality care stems from our ability to evaluate data from multiple school systems in order to evaluate current practice and models, making changes as appropriate to ensure the highest level of quality cost-effective care.

The SAFE at School Program is another component of our SAFE at HOME program that is centered around an easy to use, but highly effective, method for improving safety by focusing on prevention and continuing education. All Clinical staff caring for patients in the home or school setting are supervised/monitored closely by Registered Nurses in accordance with all home health regulations and state statutes.

To complement our school services provided, we have written protocols and guidelines for such areas as: diabetes, asthma, seizures, medication administration, first aid, catheterizations, tracheostomy care, ventilator care and use of emergency medications. We are confident in our ability to serve the school population based on our dedication and experience. In an ongoing effort to ensure deliverance of safe care and to fulfill PSA Healthcare's mission, all teammates are required to consistently deliver the highest quality

care in response to the needs of our students, patients, their families and communities at large.

Jeanne Silverwatch, RN, BSN as the Area Vice President over CT and MA. Nicole Hernandez, is the Location Director for the Stratford Office. Brochi Mut, RN, MSN, is the Supervisor of Clinical Services for the Stratford Office. Within our location RN Clinical Care Managers (CCM) provide oversight to our field staff: Nancy Beach, RN, BSN; Kristina Rodriguez, RN and Tia Malick, RN. Our Staffing specialist are Kiera Mosley, Perin McFadden and Nicole Lorde. The staff of the Stratford office is dedicated to upholding PSA Healthcare's mission and values to deliver quality care and provide support to Waterbury students in their educational and medical needs. PSA Healthcare employs both RNs and LPNs to provide care to our medically fragile patients. All of our nurses undergo the same rigorous training.

b. Work Plan: Task to be performed: Continuous Duty Nursing

Through our use of a family-centered care approach, we work closely with physicians, case managers, discharge planners, special education departments, and families to implement the best plan of care of optimum clinical outcomes and cost containment. Our skilled nursing professionals are qualified to care for:

- Respiratory Conditions
- Cardio-pulmonary Conditions
- Genetic Conditions
- Neurological Conditions
- Nutritional Conditions

Complex, high-risk pediatric care is our specialty. For over 30 years, PSA Healthcare has been committed to the care of medically fragile children. We currently provide home care and school care to thousands of children across the United States.

The day-to-day operations of this contract will be administered and supervised by Nicole Hernandez, Location Director of the PSA Healthcare Stratford Branch. Mrs. Hernandez has been with PSA Healthcare in various roles at the Stratford Branch for the past 16 years. Her experience in pediatric homecare, combined with a professional and knowledgeable approach will provide you with the assurance that students needing nursing care will be managed at a superior level and that their needs will be fully met.

The clinical supervision of the RNs and LPNs will be overseen by Brochi Mut, RN, MSN. Brochi has been a Registered Nurse for 8 years and has worked with PSA Healthcare for the past 7 years. Her experience in pediatric homecare and what it takes to care for children with medically fragile diagnosis will provide you with the reassurance that she is hiring the nurses and training them properly to do the job safely and accurately.

c. Services Expected of the City.

It is expected of the City to obtain physician orders and plans of care for the students all PSA Healthcare nurses will be caring for. It will also be expected of the City to alert the Agency of school cancellations due to school closings and student absences at least one hour before school is due in session. Furthermore, it is the expectation that the City communicate with the agency with any concerns with nursing care to Nicole Hernandez, Director or Brochi Mut, RN, MSN.

TAB 4

Information Regarding: Failure to Complete Work, Default and Litigation

- a. No
- b. No
- c. No
- d. No
- e. No
- f. No
- g. No
- h. No

TAB 5

Exceptions and Alternatives

PSA Healthcare has no exceptions or alternatives for this RFP.

TAB 6

Additional Data

PSA Healthcare has no additional data to add to this RFP.

TAB 7

CORPORATE RESOLUTION

I, Shannon Drake, hereby certify that I am the duly elected and acting Secretary of Pediatric Services of America, Inc., a corporation organized and existing under the laws of the State of Georgia, 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 22nd day of March, 2018.

"It is hereby resolved that James Elkington 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 Pediatric Services of America, Inc. corporation this 22nd day of March, 2018.

Shannon Drake
Secretary



CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2018)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2018)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2018)
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

☐

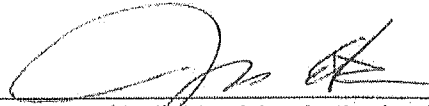
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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.

Pediatric Services of America, Inc. d/b/a PSA Healthcare
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

3/22/18
Date

James Elkington- VP of Reimbursement Services
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

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

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

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

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

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

Certification

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

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

Pediatric Services of America, Inc d/b/a PSA Healthcare
Attn: Managed Care Department
3720 Davinci Court, Suite 200, Norcross, GA 30092

Print Name and Title of Authorized Representative:

James Elkington- VP of Reimbursement Services

Signature of Authorized Representative:

Date: 3/22/18

**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 Georgia

SS.: N/A

County of Gwinnett

James Elkington, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**
Of Pediatric Services of America, Inc d/b/a PSA Healthcare (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):

N/A 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.

N/A 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.

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1 See attached	Disclosure of Ownership		
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 PSA Healthcare	Georgia	6 concourse Pkwy, Suite 1100 Atlanta GA 30328
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

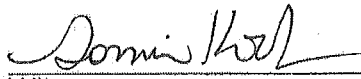
_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 201__.

(Notary Public)
My Commission Expires: _____


For Corporation


Witness

James Elkington
Name of Corporate Signatory
3720 Davinci Court, Suite 200
Norcross, GA 30092

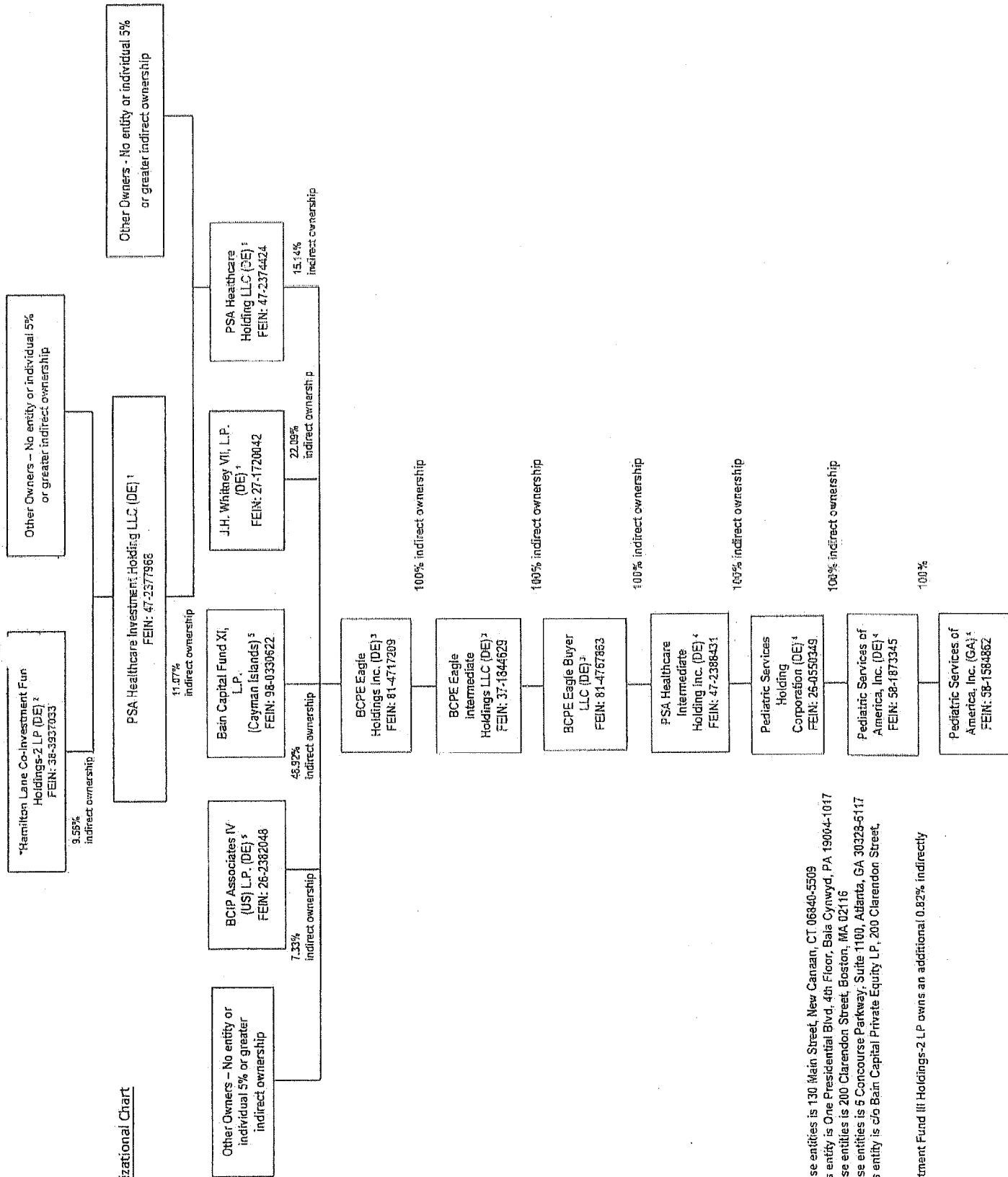
Address of Business

Affix
Corporate
Seal

By: 
Name of Authorized Corporate Officer

Its: VP of Reimbursement Services
Title

Organizational Chart



1. The address for these entities is 130 Main Street, New Canaan, CT 06840-5509
2. The address for this entity is One Presidential Blvd, 4th Floor, Bala Cynwyd, PA 19004-1017
3. The address for these entities is 200 Clarendon Street, Boston, MA 02116
4. The address for these entities is 5 Concourse Parkway, Suite 1100, Atlanta, GA 30328-5117
5. The address for this entity is c/o Bain Capital Private Equity LP, 200 Clarendon Street, Boston, MA 02116

* Hamilton Lane Co-Investment Fund III Holdings-2 LP owns an additional 0.82% indirectly

Pediatric Services of America, Inc. (a Georgia corporation)
d/b/a PSA Healthcare
FEIN # 58-1584862

H. Anthony Strange – President / CEO / Board Member

6 Concourse Parkway, Suite 1100
Atlanta, GA 30328

Opal P. Ferraro – CFO

6 Concourse Parkway, Suite 1100
Atlanta, GA 30328

Jeffrey Shaner – Chief Operating Officer

6 Concourse Parkway, Suite 1100
Atlanta, GA 30328

Shannon Drake – General Counsel / Secretary

6 Concourse Parkway, Suite 1100
Atlanta, GA 30328

Rodney Windley – Board Member (Executive Chairman)

6 Concourse Parkway, Suite 1100
Atlanta, GA 30328

Steven Rodgers – Board Member

316 Turtleback Rd.
New Canaan, CT 06840

Robert M. Williams Jr. – Board Member

1166 Oenoke Ridge Rd.
New Canaan, CT 06840

Dr. Sheldon M. Retchin – Board Member

6 Concourse Parkway Suite 1100
Atlanta, GA 30328

Victor Ganzl – Board Member

6 Concourse Parkway Suite 1100
Atlanta, GA 30328

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

State of Georgia)
) SS

County of Gwinnett)

James Elkington being duly sworn,

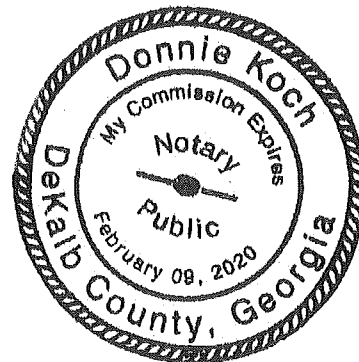
deposes and says that he/she is VP of Reimbursement Services of Pediatric Services of America, Inc. and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 22 day of March 2018.

Donnie Koch

(Notary Public)

My Commission Expires: 2/9/2020



ATTACHMENT C

ROCCO ORSO
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)

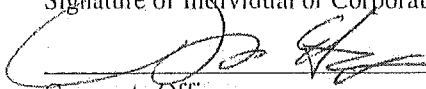
1 RFP 6073 3/26/2018 4 _____
2 _____ 5 _____
3 _____ 6 _____

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.

58-1584862 _____
Social Security Number
or Federal Identification Number

Pediatric Services of America, Inc. d/b/a PSA Healthcare
Signature of Individual or Corporate Name


Corporate Officer James Elkington
(if applicable) VP of Reimbursement Services

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

Name Nicole Hernandez- Location Director
By: Mail or email NHernandez@psahealthcare.com
(Title)
Business Address: PSA Healthcare- 999 Oronoque Lane, Stratford, CT 06614
(City, State, Zip Code)

Phone: 203-381-1530

Date: 3/22/18

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.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

1/18/2018

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

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

PRODUCER	Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
INSURED	Pediatric Services Of America, Inc. and Its Subsidiaries Six Concourse Parkway Suite 1100 Atlanta GA 30328	INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. NAIC # 37540 INSURER B: Safety National Casualty Corporation 15105 INSURER C: Scottsdale Insurance Company 41297 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15155503

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse \$3M/\$3M <input checked="" type="checkbox"/> & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	W1E0C3170201	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 6,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	CAF4057670	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	Y	N	HPS0000053	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	LDS4057671 (AOS)	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	N	W1E0C3170201	10/1/2017	10/1/2018	Per Claim -\$6M Policy Agg-\$6M Max Limit Per Emp-\$5M Pol Agg - \$20M
B	Excess Emp Indemnity			4057708 (TX)	10/1/2017	10/1/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional and General Liability are subject to a total policy Agg of \$6,000,000. Self Insured Retention of \$500,000 applies to General and Professional Liability. Limit for Damage to Rented Premises increased to \$1,000,000 if required by written contract. The City of Waterbury and the Waterbury Board of Education are included as additional insured as respect to General Liability, Auto Liability, Umbrella Liability as per written contract, subject to terms, conditions and exclusions of policy. Coverage is on a primary and non-contributory basis as required by written contract. Waiver of Subrogation applies in favor of Additional Insured as respects to Workers Compensation, subject to terms, conditions and exclusions of the policy where applicable by state law.

CERTIFICATE HOLDER

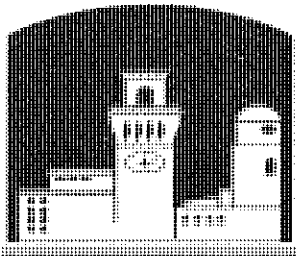
15155503
City of Waterbury
Education Dept
Robert Brenker, 3rd Floor
236 Grand Street
Waterbury CT 06702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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WATERBURY Public Schools

Today's Students. Tomorrow's Leaders

Melissa Baldwin

Special Education Department
236 Grand St. 2nd floor
Waterbury, CT 06702
203-574-8017
mbaldwin@waterbury.k12.ct.us

November 16, 2018

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 Amendment 2 to the Contract between City of Waterbury and Charles F. Hayden School at Boys and Girls Village, Inc.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the amendment to the contract submitted between the City of Waterbury and Charles F. Hayden School at Boys and Girls Village, Inc. be placed on your next agenda and approved. The amendment to the contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District

is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs.

The Waterbury School District has placed students at the Charles F. Hayden School at Boys and Girls Village, Inc. which operates a school for students with disabilities and had a contract completed with Waterbury in 2016. An amendment to the contract is necessary to increase the total amount of the contract by \$302,000 to cover increased tuition costs for additional students.

The Amendment increases the total amount of the contract from \$669,600 to \$971,600. The contract term remains the same from July 1, 2016 through June 30, 2019 and is paid for by general funds. A tax clearance is being obtained.

I appreciate your consideration in this important matter.

Respectfully Submitted,



Melissa Baldwin

Encs. Amendment 2 to Contract

**AMENDMENT 2
TO
AGREEMENT
BETWEEN
CITY OF WATERBURY
And
CHARLES F. HAYDEN SCHOOL AT
BOYS AND GIRLS VILLAGE, INC.**

THIS AMENDMENT 2, 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 Charles F. Hayden School at Boys and Girls Village, Inc., a duly registered State of Connecticut corporation doing business at 528 Wheelers Farm Road, Milford, Connecticut 06461, hereinafter referred to as the "Contractor".

WHEREAS, on December 18, 2016 the parties entered into a three year 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, 2016 to June 30, 2019, herein after referred to as "Agreement"; and

WHEREAS, the Contractor was to be compensated in an amount not to exceed Four Hundred Forty-Six Thousand Four Hundred Dollars (\$446, 400.00) for the entire three year term of the Agreement; and

WHEREAS, the parties amended said December 18, 2016 Agreement, by Amendment Number 1 effective May 7, 2018, to provide for additional compensation for services. The increase in compensation provided for in Amendment 1 was in an amount not to exceed Two Hundred Twenty-Three Thousand Two Hundred Dollars (\$223,200.00), increasing the Total Payment, for the December 18, 2016, as amended by Amendment #1, in an amount not to exceed Six Hundred Sixty-Nine Thousand Six Hundred Dollars (\$669,600.00), for the entire three year term; and

WHEREAS, the parties wish to further amend said December 18, 2016 Agreement, as amended, to provide additional compensation, for additional services.

NOW THEREFORE, it is mutually agreed as follows:

1. The December 18, 2016 Agreement, as amended by Amendment 1, shall be further amended by this Amendment 2 as follows:

Payment.

1.1 Paragraph 3.1 of the December 23, 2016 Agreement, as amended by Amendment 1, shall be further amended by this Amendment 2 to include the additional payment of Three Hundred Two Thousand Dollars (\$302,000.00) as further set forth below;

1.2 The City shall pay the Contractor an amount not to exceed Nine Hundred Seventy-One Thousand Six Hundred Dollars (\$971,600.00) for the three fiscal years commencing on July 1, 2016 to June 30, 2019, for services properly rendered, hereinafter referred to as "Total Payment".

1.2 **Attachment A**, Schedule A shall be amended to include the Yearly Rate Schedule for 2018-2019 as set for the in the attached Schedule A.

2. All other terms, conditions, and provisions of the December 18, 2016 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:

**CHARLES F. HAYDEN SCHOOL AT
BOYS AND GIRLS VILLAGE, INC.**

Print name

By: _____

Print name

Print Name and Title

Date: _____

SCHEDULE "A"

**ATTACHMENT A
Yearly Rate Schedule
City of Waterbury
and
Charles F. Hayden School at
Boys and Girls Village, Inc.
(Consisting of 1 page)**

2016-2017 School Year consists of 186 Student Days

2016-2017 Tuition

Education Day Rate: \$400.00 per day

Intensive needs One to One: \$525.00 per day

Residential (SHPSB): \$523.59 per day

2017-2018 School Year consists of 186 Student Days

2017-2018 Tuition

Education Day Rate: \$450.00 per day

Intensive needs One to One: \$600.00 per day

Residential (SHPSB) \$523.59 per day

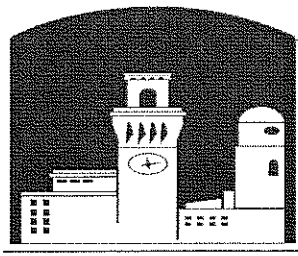
2018-2019 School Year consists of 186 Student Days

2018-2019 Tuition

Education Day Rate: \$480.00 per day

Intensive needs One to One: \$625.00 per day

Residential (SHPSB): \$523.59 per day



WATERBURY

P u b l i c S c h o o l s

Today's Students. Tomorrow's Leaders

Melissa Baldwin

Director of Special Education
Special Education Department
236 Grand St. 2nd floor
Waterbury, CT 06702
203-574-8017
mbaldwin@waterbury.k12.ct.us

Nov. 25, 2018

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

And

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

Re: Approval of a Contract between City of Waterbury and
Cooperative Education Services

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the contract submitted between the City of Waterbury and Cooperative Education Services be placed on your next agenda and approved. The contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs.

The Waterbury School District has placed a student at the Cooperative Education Services Foundation, Inc., a school for students with disabilities. The contract with Cooperative Education Services runs from July 1, 2018 through June 30, 2021 with a two year option to extend the contract. The yearly amount of the contract is up to \$64,738 in year one, \$67,975 for year two and \$71,374 for year three. The total amount of the contract for three years is up to \$204,087 and is paid for by general funds. A tax clearance is completed.

I appreciate your consideration in this important matter.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Melissa Baldwin". The signature is written in a cursive style with a large initial "M".

Melissa Baldwin

Encs. Contract and tax clearance

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
COOPERATIVE EDUCATIONAL SERVICES**

THIS AGREEMENT, 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 Cooperative Educational Services, a regional educational service center organized and existing pursuant to Connecticut General Statutes §§10-66a et seq, doing business at 40 Lindeman Drive, Trumbull, Connecticut 06611, hereinafter referred to as the "Contractor".

WHEREAS, Contractor is a regional educational service center specializing and licensed in the education of children with disabilities;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (I.E.P.), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, Contractor is desirous of performing said services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

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 students I.E.P. as developed by the City and the Planning and Placement Team (PPT), which is incorporated herein by reference as if fully set forth herein. Contractor shall provide conferences with parents and report to the City when necessary regarding the progress of the child.

1.2 Contractor agrees to provide the education component, as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of services rendered. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child, for any reason, from the program without first giving thirty (30) days' notice to the City.

1.6 The Superintendent or her agent shall have the right to visit and observe the program at any time.

1.7 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2018 to October 31, 2021, or any part thereof. The City shall have the option to extend this agreement for two additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment

3.1 The City shall pay Contractor the amount up to Two Hundred Four Thousand Eighty-Seven Dollars (\$204,087.00) for the entire three year contract term, for educational and related services properly rendered hereunder, unless said contract is terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". Payment shall be made only for the school days 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 Contract.

3.2 The City may add or delete students, or any services required by each student, at any time, as it deems necessary per each students I.E.P., as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

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 I.E.P. and services required. Payment to be made by the City shall be for educational costs and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's I.E.P. Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this contract unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual I.E.P. for each student placed at the Contractor's facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

5. Student Data Requirements

5.1 Contractor shall comply with all relevant provisions of Connecticut General Statutes ("C.G.S."). §10-234 bb regarding Student Data, including, but not limited to the following:

5.2 Contractor agrees that student records, student information, and student-generated content (collectively "Student Data") as defined by C.G.S. §10-234aa are not the property of, or under the control of the Contractor.

5.3 Contractor agrees that the City may at any time upon prior written notice to the Contractor, request deletion, within a reasonable time, of Student Data in the possession of the Contractor that is not (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, however, the City may request the deletion of any such Student Data if such copy has been used by the operator to repopulate accessible data following a disaster recovery.

5.4 Contractor agrees that it will not use Student Data for any purposes other than those specifically allowed under the terms of this Agreement.

5.5 Contractor agrees that students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record pursuant to the Waterbury Board of Education Policies.

5.6 The Contractor shall take all necessary actions designed and required by applicable State, Federal, and local law, to ensure the confidentiality of all Student Data.

5.7 The Contractor agrees that it shall not retain Student Data and that Student Data shall not be available to the Contractor upon the expiration of this Agreement unless the student, parent, or legal guardian of the student has independently established or maintained an electronic account with the Contractor after the expiration of this Agreement for the purpose of storing student-generated content.

5.8 All Student Data is the property of the student or the parent or legal guardian of the student.

5.9 Contractor shall not use (a) student information, student records or student-generated content for any purposes other than those authorized pursuant to the contract, or (b) personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising.

5.10 Contractor shall comply with the provisions of C.G.S. §10-234dd as amended with regard to unauthorized release, disclosure or acquisition of student data.

6. Confidentiality/FERPA.

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

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

6.3 Contractor acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Contractor 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, Contractor has no authority to make disclosures of any information from education records.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it and its 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 and have no criminal investigation pending. That each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities. That the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualification

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

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

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. 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.

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

8.3.2 The Contractor represents and warrants that it and its 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 and have no criminal investigation pending. That each of Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. **Debarment**

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

10. Indemnification

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3 In any and all claims against the City, the Board of Education or any of its employees by any employee of Contractor, 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 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6 The City assumes all risk with regards to its obligations as set forth in this agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

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

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

11.3.1 **Comprehensive General Liability Insurance** coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

11.3.2 **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

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

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits

11.3.4 **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per Occurrence (or per Claim, if Claims Made coverage) /\$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;

11.3.5 **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as standalone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence and \$1,000,000 Aggregate limit.

11.3.6 **Certificates of Insurance.** Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the addition insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds as their interest may appear."**

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

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

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

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

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

12. Discriminatory Practices

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

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

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

13. **Termination**

13.1 **Termination of Agreement for Cause.** If, through any cause, in part or in full, not the fault of Contractor, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor 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 Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

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

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

13.4 **Termination for Lack of Funding.** The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable

manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

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

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

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

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, I.E.P., or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

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

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

16. Assignability.

16.1 The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due Contractor 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 reserves the right to audit Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, Contractor 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 City Officials.

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

19. Prohibition against Gratuities and Kickbacks

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

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

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

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

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

20. Prohibition Against Contingency Fees

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

21. City of Waterbury's Ethics Code Ordinance

21.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

22. Entire Agreement.

22.1 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 by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. Contractor shall be solely and entirely responsible

for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

24. Severability.

24.1 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.

25. Survival.

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

26. Disputes; Legal Proceedings and Continued Performance.

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

27. Binding Agreement.

27.1 The City and Contractor 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.

28. Waiver.

28.1 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.

29. Governing Laws.

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

(The next page is the signature page.)

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

WITNESSES:

CITY OF WATERBURY

Print name:

Print name:

By: _____
Neil M. O'Leary
Mayor, City of Waterbury

Date: _____

WITNESSES:

COOPERATIVE EDUCATIONAL
SERVICES

Jaret M. Finch
Print name: Jaret M. Finch
Susan Cerotti
Print name Susan Cerotti

By: Margaret Sullivan
Margaret Sullivan
Print Name and Title
Director of Finance & Operations
Date: 11/16/18

SCHEDULE A
(Attached)

Yearly Rate Schedule

City of Waterbury
And
Cooperative Educational Services
(Consisting of 1 page)

SCHEDULE A

COOPERATIVE EDUCATIONAL SERVICES

25 OAKVIEW DRIVE

TRUMBULL, CT 06611

2018-2019 SPECIAL EDUCATION TUITION RATES

Developmental Learning Center/Transition Learning Center	Unit	Approved Rates
Summer Session	5 Weeks	\$5,912
Middle	Per Year	\$64,134
Secondary	Per Year	\$71,478
Multi-Handicapped	Per Year	\$83,152

Preschool-Primary Learning Center	Unit	Approved Rates
Summer Session	5 Weeks	\$5,912
Full Day	Per Year	\$64,134
Half-Day	Per Year	\$41,072
Multi-Handicapped	Per Year	\$83,152

Therapeutic Day Program	Unit	Approved Rates
Summer Session	5 Weeks	\$4,802
Elementary/Middle/High	Per Year	\$59,936
One to One Component	Per Year	\$69,530

RISE Transition Program	Unit	Approved Rates
		\$31,356

**Special Education Related Services	Unit	Approved Rates
Therapy	Per Hour	\$167
Evaluation	Per Hour	\$167
Consultation	Per Hour	\$167
Training	Per Hour	\$167
Training	Half-Day	\$750
Training	Full-Day	\$1,250

Audiology Service	Unit	Approved Rates
Audiological Evaluation and Immitance Testing		\$286
Auditory Processing Evaluation/Re-Evaluation		\$451
Consultation	Per Hour	\$177
Monthly Maintenance Check (Student/Equipment)		\$80

*Summer rate for students in DLC/TLC/PLC Multi-Handicapped Component is \$8,224 and TDP 1:1 is \$6,529.

**Behavioral Psychology, Assistive Technology Center, Speech and Language Therapy, Occupational Therapy, Physical Therapy

Approved

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 10/31/2018

To: Elaine Skoronski
Department of Education

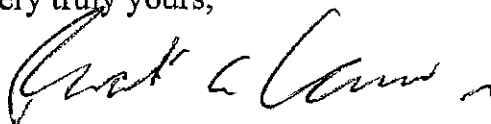
Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **is not** delinquent.

Cooperative Educational Services
40 Lindeman Dr.
Trumbull, CT 06611

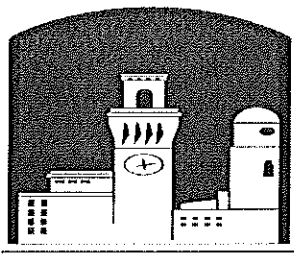
If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



FAC/wmf

Frank A. Caruso Jr. CCMC
Revenue Collections Manager
City of Waterbury



WATERBURY

P u b l i c S c h o o l s

Today's Students, Tomorrow's Leaders

Melissa Baldwin

Director of Special Education
 Special Education Department
 236 Grand St. 2nd floor
 Waterbury, CT 06702
 203-574-8017
 mbaldwin@waterbury.k12.ct.us

December 3, 2018

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 Amendment Two (2) to the Contract between
 City of Waterbury and The Gengras Center at University of St.
 Joseph

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the amendment to the contract submitted between the City of Waterbury and The Gengras Center at University of St. Joseph be placed on your next agenda and approved. Amendment Two (2) to the contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District

is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs.

The Waterbury School District has placed students at The Gengras Center at University of St. Joseph which operates a school for students with disabilities and had a contract completed with Waterbury in 2016. The amendment is necessary to increase the total amount of the contract by \$67,500 to cover increased tuition costs for additional students.

The Amendment increases the total amount of the contract to \$795,190 from \$727,690 in the current contract. The contract term remains the same from July 1, 2016 through June 30, 2019 and is paid for by general funds. A tax clearance has been obtained.

I appreciate your consideration in this important matter.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Melissa Baldwin". The signature is written in dark ink and is positioned above the printed name.

Melissa Baldwin

Encs. Amendment to Contract

**AMENDMENT 2
TO
AGREEMENT
BETWEEN
CITY OF WATERBURY
And
GENGRAS CENTER AT
UNIVERSITY OF SAINT JOSEPH**

THIS AMENDMENT 2, 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 The Gengras Center at University of Saint Joseph, a duly registered State of Connecticut Corporation doing business at 1678 Asylum Avenue, West Hartford, Connecticut 06117, hereinafter referred to as the "Contractor".

WHEREAS, on November 16, 2016 the parties entered into a three year Agreement to provide education services for children with disabilities pursuant to the Individuals with Disabilities Education Act ("I.D.E.A."). The term of the Agreement was for three fiscal years commencing July 1, 2016 through June 30, 2019, herein after referred to as "Agreement"; and

WHEREAS, the November 16, 2016 Agreement provided for compensation to the Contractor in an amount not to exceed Six Hundred Forty-Eight Thousand Six Hundred Ninety Dollars (\$648,690.00) for the entire three year term of the Agreement; and

WHEREAS, the Agreement was amended by Amendment 1, effective March 3, 2018, thereby increasing the compensation to an amount not to exceed Seven Hundred Twenty-Seven Thousand Six Hundred Ninety Dollars (\$727,690.00), for the entire three year term, ; and

WHEREAS, the parties wish to further amend said November 29, 2016 Agreement, as amended, to provide additional compensation, for additional services.

NOW THEREFORE, it is mutually agreed as follows:

1. The November 29, 2016 Agreement, as amended by Amendment 1, shall be further amended, by this Amendment 2, to include the additional payment of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) as further set forth below;

1.1 Paragraph 3.1, entitled Payment, of the November 29, 2016 Agreement, as amended by Amendment 1, shall be further amended by this Amendment 2 to provide that; The City shall pay the Contractor an amount not to exceed Seven Hundred Ninety-Five Thousand One Hundred Ninety Dollars (\$795,190.00) for the three fiscal years commencing July 1, 2016 to June 30, 2019, for services properly rendered, hereinafter referred to as "Total Payment".

1.3 **Attachment A, Schedule A**, shall be amended to include the 2018-2019 Yearly Rate Schedule, as set forth in Attachment A attached hereto and made a part hereof.

2. All other terms, conditions, and provisions of the December 18, 2016 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.

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O'Leary, Mayor

Print name

Date: _____

WITNESSES:

GENGRAS CENTER AT THE
UNIVERSITY OF SAINT JOSEPH

Barbara Kealey Barbara Kealey
Print name

Les Meyer LMey

~~Barbara Kealey~~
Print name

By: _____

Shawn Harrington, SVP for Finance & Strategy
Print Name and Title

Date: 11-30-18

SCHEDULE A
Yearly Rate Schedule*
City of Waterbury
And
Gengras Center at The University of Saint Joseph
(Consisting of 1 page)

2016-17 School Calendar-Base Tuition

Students Receiving Basic Services	\$56,250.00 per year
Students Receiving Occupational <u>or</u> Physical Therapy	\$59,050.00 per year
Students Receiving both Occupational <u>and</u> Physical Therapy	\$62,200.00 per year
Students Receiving one to one paraprofessional services	\$32,500.00 per year

2017-18 School Calendar Base Tuition

Students Receiving Basic Services	\$56,800.00 per year
Students Receiving Occupational <u>or</u> Physical Therapy	\$59,650.00 per year
Students Receiving both Occupational <u>and</u> Physical Therapy	\$62,800.00 per year
Students receiving one to one paraprofessional services	\$34,450.00 per year

Summer Tuition	\$ 5,650.00
1:1 Aide (summer program)	\$ 4,750.00

2018-19 School Calendar Base Tuition

Students Receiving Basic Services	\$57,600.00 per year
Students receiving one to one paraprofessional services	\$36,000.00 per year
Students Receiving Basic Services Plus extra I.E.P. Services	\$61,200.00 per year

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 12/3/2018

To: Elaine Skoronski
Department of Education

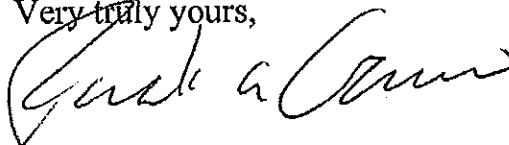
Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following is not delinquent.

Gengras Center at the University of Saint Joseph
1678 Asylum Ave.
West Hartford, CT 06117

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



FAC/wmf

Frank A. Caruso Jr. CCMC
Revenue Collections Manager
City of Waterbury

Lead Screening of Pre-School and Kindergarten Children Policy

I. Purpose and Scope

The long-term effects of lead in a child can be severe. They include learning disabilities, decreased growth, hyperactivity, impaired hearing, and even brain damage. If caught early, these effects can be limited by reducing exposure to lead or by medical treatment.

As a result of this the Waterbury Board of Education will require that all kindergarten and pre-school students have a lead test.

II. Definitions

A. Lead Test – is a blood test which measures the amount of lead exposure of a person.

III. Requirements

All kindergarten students are required to provide one documented lead level done at any time during their childhood.

All Guardians of pre-school students must provide evidence of an initial lead test upon enrollment into the program. done within a year from entry of school and, thereafter, annually while enrolled in a pre-school program.

This documentation must be provided prior to entry of school or an appointment date scheduled to have the testing performed. Any student who does not comply with this policy shall be excluded from school until the required lead test is completed and/or documentation submitted.

Carrie Swain

From: ANN SWEENEY
Sent: Sunday, December 02, 2018 9:40 PM
To: Carrie Swain
Subject: More backup info on lead screen for workshop

Location:

LEAD POISONING;

Scope:

Connecticut laws/regulations; Background;



June 4, 2012

2012-R-0226

LEAD TESTING

By: James Orlando, Associate Analyst

You asked for a summary of the law's requirements for testing children for lead poisoning.

SUMMARY

The law generally requires primary care providers to annually test children between nine and 35 months old for lead. They must also screen children (1) between 36 and 72 months old who have never been screened and (2) children under 72 months if the provider determines it is clinically indicated. In addition, providers must conduct annual lead risk assessments for children ages 36 to 71 months (CGS § 19a-111g). Individual and group health insurance policies must cover the lead screening and risk assessment mandates (CGS §§ 38a-490d & -535).

Lead testing can also be required in other contexts, such as part of school health assessments for new enrollees or for children enrolled in Head Start.

The law requires health care institutions and clinical laboratories to report on tests showing elevated blood lead levels to local health directors, among others. Directors must provide parents with information after tests show that their children have elevated blood lead levels. When a director receives a report that two blood tests taken at least three months apart confirm a child's blood lead level is over a certain threshold, the director must take various actions, including investigating the lead source and ordering remediation.

The Department of Public Health (DPH) is the lead state agency for lead poisoning prevention. Among various other requirements, DPH must provide funding, within available appropriations, to local health departments to help finance their lead poisoning prevention and remediation services. An act passed this session (PA 12-202) establishes eligibility criteria for local health departments seeking such funding from DPH. Among other things,

the act conditions a local department's funding eligibility on DPH approving its lead program, which must include case management, education, and environmental health components.

DPH's website contains detailed information on the department's lead poisoning prevention and control program: http://www.ct.gov/dph/cwp/view.asp?a=3140&q=387550&dphNav_GID=1828.

The law also provides various requirements related to lead abatement. For example, owners of dwellings with toxic lead levels occupied by children under age six must abate, remediate, or manage the dangerous materials and follow DPH regulations for doing so (CGS § 19a-111c). Local health directors can also order various actions related to lead abatement, such as orders to correct chipped or loose lead-based paint on exposed interior surfaces in rented properties. If you would like detailed information on these or other lead abatement requirements, please let us know.

LEAD TESTING REQUIREMENTS

Lead Screening and Risk Assessments

Screening. By law, primary care providers who provide pediatric care, other than hospital emergency departments, must screen annually for lead every child between nine and 35 months old. The screenings must follow the Childhood Lead Poisoning Prevention Screening Advisory Committee's recommendations. These recommendations call for blood lead screening tests at age 12 months and 24 months with follow-up venous blood tests if the initial screening shows an elevated blood lead level.

These providers must also screen (1) all children between 36 and 72 months old who have never been screened and (2) any child under 72 months if the provider determines it is clinically indicated under the advisory committee's recommendations (which call for screening children who exhibit developmental delays and consideration of blood lead testing for any child who has unexplained seizures, neurologic symptoms, hyperactivity, behavior disorders, growth failure, abdominal pain, or other symptoms consistent with elevated lead levels or a recent history of ingesting foreign objects).

Risk Assessments. The law also requires these primary care providers to conduct annual lead risk assessments for children ages 36 to 71 months. Providers can assess younger children if they determine it is needed. Assessments must be conducted according to the Lead Screening Advisory Committee's recommendations. These recommendations call for questioning parents or guardians about the child's housing (age and location) and family history of elevated blood lead levels.

Exemptions. The law exempts children whose parents object to blood tests on religious grounds from these screening requirements (CGS § 19a-111g).

Reporting Elevated Blood Lead Levels

By law, health care institutions and clinical laboratories must notify DPH, appropriate local health officials, and the health care provider who ordered the test, within 48 hours of receiving or completing a report on a person with a lead level of 10 or more micrograms of lead per deciliter of blood (10 µg/dL) or other abnormal bodily lead level. Within 72 hours of learning the results, the provider must make reasonable efforts to notify the parents or guardians of a child under age three of the results. Institutions or laboratories that conduct such lead testing must also, at least monthly, submit to the DPH commissioner a comprehensive report that includes specified information.

When a local health director receives a report that a child has been tested with a blood lead level of at least 10 µg/dL or other abnormal body lead level, the director must inform the parents or guardians (1) of the child's

potential eligibility for the state's Birth to Three program, which provides services to families with children with disabilities or delays from birth to 36 months and (2) about lead poisoning dangers, ways to reduce risks, and lead abatement laws.

Whenever a local health director receives a report that two blood tests taken at least three months apart confirm a child's venous blood lead level is between 15 to 20 µg/dL, the director must conduct an on-site investigation to identify the source of lead causing the elevation and

order whoever is responsible for the condition to remediate it. This threshold is lowered to 10 µg/dL if 1% or more of Connecticut children under age six have been reported with blood levels of at least 10 µg/dL (CGS § 19a-110).

The law also requires the DPH commissioner to establish an early lead diagnosis program that includes routine exams of children under age six. Under this program, exams showing blood levels of 10 or more µg/dL must be reported to the child's parents or legal guardians, the local health director, and DPH (CGS § 19a-111b).

Local health directors must also conduct an epidemiological investigation for lead levels of 20 or more µg/dL. After the investigation identifies the lead source, the local health director must take action to prevent further lead poisoning. Among other things, the director can order abatement and must try to find temporary housing for residents when the lead hazard cannot be removed from their dwelling within a reasonable time (CGS § 19a-111).

School Health Assessments

By law, school boards must require each child to have a health assessment prior to public school enrollment. Among other things, the assessment must include tests for lead levels in the blood where the school board determines the tests are necessary, after consultation with the school medical advisor and the local health department (or in the case of a regional board of education, each local health department).

Appropriate school health personnel must review the results of student health assessments and screenings. When, in the health personnel's judgment, a pupil is in need of further testing or treatment, the superintendent must give written notice to the pupil's parent or guardian and make reasonable efforts to assure that further testing or treatment is provided (CGS § 10-206) (2012 Supp.)

Head Start

Each director of a Head Start program must require children attending the program to be tested for blood lead levels after determining that such tests are necessary, after consultation with the school medical advisor and the local health department (or in the case of a regional board of education, each local health department) (CGS § 10-206b).

Sent from my iPhone

State of Connecticut State Statutes

Sec. 19a-111g. Pediatric lead testing and risk assessment. Exemption. (a) Each primary care provider giving pediatric care in this state, excluding a hospital emergency department and its staff: (1) Shall conduct lead testing at least annually for each child nine to thirty-five months of age, inclusive, in accordance with the Childhood Lead Poisoning Prevention Screening Advisory Committee recommendations for childhood lead screening in Connecticut; (2) shall conduct lead testing for any child thirty-six to seventy-two months of age, inclusive, who has not been previously tested or for any child under seventy-two months of age, if clinically indicated as determined by the primary care provider in accordance with the Childhood Lead Poisoning Prevention Screening Advisory Committee recommendations for childhood lead screening in Connecticut; (3) shall provide, before such lead testing occurs, educational materials or anticipatory guidance information concerning lead poisoning prevention to such child's parent or guardian in accordance with the Childhood Lead Poisoning Prevention Screening Advisory Committee recommendations for childhood lead screening in Connecticut; (4) shall conduct a medical risk assessment at least annually for each child thirty-six to seventy-two months of age, inclusive, in accordance with the Childhood Lead Poisoning Prevention Screening Advisory Committee recommendations for childhood lead screening in Connecticut; and (5) may conduct a medical risk assessment at any time for any child thirty-six months of age or younger who is determined by the primary care provider to be in need of such risk assessment in accordance with the Childhood Lead Poisoning Prevention Screening Advisory Committee recommendations for childhood lead screening in Connecticut.

(b) The requirements of this section do not apply to any child whose parents or guardians object to blood testing as being in conflict with their religious tenets and practice.

Attendance Requirements for Course Credit or Promotion**Attendance**

Connecticut state law requires parents to cause their children, ages five through eighteen inclusive, to attend school regularly during the hours and terms the public school is in session. Parents or persons having control of a child five years of age have the option of not sending the child to school until ages six or seven. Mandatory attendance terminates upon graduation or withdrawal with written parent/guardian consent at age seventeen.

A student is considered to be "in attendance" if present at his/her assigned school, or an activity sponsored by the school (e.g., field trip), for at least half of the regular school day. A student who is serving an out-of-school suspension or expulsion should always be considered absent. A student not meeting the definition of "in attendance" shall be considered absent.

Classroom learning experiences are the basis for public school education. Time lost from class is lost instructional opportunity. The Board of Education requires that accurate records be kept of the attendance of each child, and students should not be absent from school without parental knowledge and consent.

1. Definitions (related to chronic absenteeism)

Chronically absent child: An enrolled student whose total number of absences at any time during a school year is equal to or greater than ten percent of the total number of days that such student has been enrolled at such school during such school year.

Absence: An excused absence, unexcused absence or disciplinary absence, as those terms are defined by the State Board of Education pursuant to C.G.S. 10-198b.

District chronic absenteeism rate: The total number of chronically absent children in the previous school year divided by the total number of children under the jurisdiction of the Board of Education for such school year.

School chronic absenteeism rate: The total number of chronically absent children for a school in the previous school year divided by the total number of children enrolled in such school for such school year.

Excuses: A student's absence from school shall be considered "excused" if written documentation of the reason for such absence has been submitted within ten (10) school days of the student's return to school and meets the following criteria:

Note: *The use of the state approved definitions of "excused" and "unexcused" absences are for state purposes for the reporting of truancy. Districts are not precluded from using separate definitions of such absences for their internal uses such as involving decisions on areas such as promotion and grading.*

- A. For absences one through nine, a student's absences from school are considered "excused" when the student's parent/guardian approves such absence and submits appropriate documentation to school officials.

Such documentation includes a signed note from the student's parent/guardian, a signed note from a school official that spoke in person with the parent/guardian regarding the absence, or a note confirming the absence by the school nurse or by a licensed medical professional, as appropriate. Documentation should explain the nature of and the reason for the absence as well as the length of the absence. Separate documentation must be submitted for each incidence of absenteeism.

Attendance Requirements for Course Credit or Promotion, continued

- B. For the tenth absence and all absences thereafter, a student's absences from school are considered excused for the following reasons:
1. Student illness (must be verified by a licensed medical professional to be deemed excused, regardless of the length of the absence);
 2. Student's observance of a religious holiday;
 3. Death in the student's family or other emergency beyond the control of the student's family;
 4. Mandated court appearances (documentation required);
 5. The lack of transportation that is normally provided by a district other than the one the student attends (no parental documentation required);
 6. Extraordinary educational opportunities pre-approved by District administration and to be in accordance with Connecticut State Department of Education guidance.
- C. A student's absence from school shall be considered unexcused unless:
1. The absence meets the definition of an excused absence and meets the documentation requirements; or
 2. The absence meets the definition of a disciplinary absence, which is the result of school or District disciplinary action and are excluded from these State Board of Education approved definitions.

When the school in which a child is enrolled receives no notification from a parent or other person having control of the child is aware of the child's absence, a reasonable effort shall be made by school personnel or volunteers under the direction of school personnel to notify by telephone and by mail such parent or other person having control of the child.

Responsibility for completion of missed classwork lies with the student, not the teacher. Unless a student has an extended illness, all make-up work will be completed within five days after the student returns to school.

**Excused Absences for Children of Service Members**

An enrolled student, age five to eighteen, inclusive, whose parent or legal guardian is an active duty member of the armed forces, as defined in section 27-103, and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat support posting, shall be granted ten days of excused absences in any school year and, at the discretion of the Board of Education, additional excused absences to visit such child's parent or legal guardian with respect to such leave or deployment of the parent or legal guardian. In the case of such excused absences such child and parent or legal guardian shall be responsible to obtaining assignments from the student's teacher prior to any period of excused absence, and for ensuring that such assignments are completed by such child prior to his or her return to school from such period of excused absence.

Chronic Absenteeism

The Board of Education, in compliance with statute, requires the establishment of attendance review teams when chronic absenteeism rates in the District or at individual schools in the District meet the following circumstances:

Attendance Requirements for Course Credit or Promotion, continued

1. A team for the District must be established when the District chronic absenteeism rate is 10 percent or higher.
2. A team for the school must be established when the school chronic absenteeism rate is 15 percent or higher.
3. A team for either the District or each school must be established when (a) more than one school in the District has a school chronic absenteeism rate of 15 percent or higher or (b) a District has a District chronic absenteeism rate of 10 percent or higher and one or more schools in the District have a school chronic absenteeism rate of 15 percent or higher.

Each attendance review team shall be responsible for reviewing the cases of truants and chronically absent children, discussing school interventions and community referrals for such truants and chronically absent children and making any additional recommendations for such truants and chronically absent children and their parents or guardians. Each established attendance review team shall meet at least monthly.

The District shall utilize the chronic absenteeism prevention and intervention plan developed by the State Department of Education. Such plan must include the means for collecting and analyzing data relating to student attendance, truancy and chronic absenteeism. The data must be disaggregated by school district, school grades and subgroups such as race, ethnicity, gender, eligibility for free and reduced priced lunches, students whose primary language is not English, and students with disabilities.

The District shall annually include in information for the strategic school profile report for each school and the District that is submitted to the Commissioner of Education, data pertaining to truancy and chronically absent children.

The Principal or his/her designee of any elementary or middle school located in a town/city designated as an alliance district may refer to the children's truancy clinic established by the Probate Court serving the town/city, a parent/guardian with a child defined as a truant or who is at risk of becoming a truant. *(An attendance officer or a police officer shall deliver the citation and summons and a copy of the referral to the parent/guardian.)*

Dismissal

No school, grade, or class may be dismissed before the regularly scheduled dismissal time without the approval of the Superintendent or his/her designee.

No teacher may permit any individual student to leave school prior to the regular hour of dismissal without the permission of the Principal.

No student may be permitted to leave school at any time other than at regular dismissal without the approval of the student's parent/guardian. If a court official with legal permission to take custody of a child, or if a police officer arrests a student, the parent/guardian should be notified of these situations by the administration.

The classroom or homeroom teacher or administrative assistant or administrative designee determines the legitimacy of an excused absence, and final determination will be made by building principal.

Attendance Requirements for Course Credit or Promotion, continued

2. **TWENTY ABSENCE LIMIT for any student enrolled in the Waterbury School System in grades K – 12:** No student may receive course credit for a full-year course after having been absent from that course more than twenty (20) class periods during the school year. These absences will be pro-rated for other than full-year courses and for courses meeting other than five (5) periods per week. All absences in a class will be counted except those incurred while a student participates in school-sponsored activities and/or essential administrative business and/or for an absence that meets the definition of a disciplinary action.

3. **TARDINESS/EARLY DISMISSAL:** For the purpose of tardiness and early dismissal, “excused” is defined the same as “excused” absence. A pupil who is tardy or dismissed early must report to the office before reporting to his/her classroom. Regardless whether the tardy or early dismissal is excused or unexcused, the student must be present in school for at least half of the regular school day in order to receive attendance credit for the day.

For High School and Middle School: Pupils are considered tardy or dismissed early if not in class when the bell rings. For every three unexcused tardies to school or for every three unexcused early dismissals from school, one unexcused day of absence will be assessed to the student’s academic record for that class period specifically affected by the tardy or early dismissal

At the high school level, the unexcused tardy or unexcused absence applies to each individual class the student is late for or absent from. This may apply to more than one class. In addition, when homeroom is dissolved, the student’s previous unexcused absences and unexcused tardies will be reflected in the student’s first period class.

For Elementary Schools: Total unexcused tardy and unexcused early dismissal time accumulated throughout the year will be assessed to the student’s academic record as determined by the school administrator.

4. The Board of Education’s policy “Attendance Requirements for Students under 18 Years of Age with Respect to Truancy, #5113.2, will be strictly enforced.
5. The school administrator or administrative designee will be responsible for administering policy.
6. **WAIVER POLICY:** A student who has accumulated more absences than allowed by the policy, but who feels that the situation warrants special consideration, may appeal to the administration for a waiver increasing the number of allowable absences for that particular student. At the discretion of the administration, the parent may be requested to appear at the hearing to verify the legitimacy of the appeal.
 - A. If extenuating circumstances exist, parents and students have the right to a waiver of the denial of credit and/or promotion. The waiver must be requested in writing within five (5) days after notification of credit withdrawal and directed to the school principal.

Attendance Requirements for Course Credit or Promotion, continued

- B. Each school will set up an Appeals Board to consider the waiver, consisting of the principal and two teachers to informally hear all requests. Other pupil personnel faculty may be invited by the Appeals Board to participate when appropriate. All parties directly involved may attend the informal hearing. The Appeals Board will meet as soon as possible after individual students have exceeded their absences.
- C. The Appeals Board will consider:
 - 1. Presentation by parent/legal guardian
 - 2. Documentation from medical personnel
 - 3. The student's attendance record
 - 4. The student's request to earn back lost credit
 - 5. Other information deemed appropriate by the administration
- D. A student may be allowed an attendance appeal hearing on a yearly basis. However, a successful waiver for promotion or restoration of credit may only be granted twice in grades K-5, once in grades 6-8, and once in grades 9-12.
- E. Decisions of the Appeals Board are final. Waivers granted or denied must become a part of student's permanent cumulative file and recorded into the computer data base.

Legal Reference Connecticut General Statutes:

10-220(c) Duties of boards of education (as amended by PA 15-225)

10-184 Duties of parents (as amended by PA 98-243 and PA 00-157)

10-185 Penalty

10-198a Policies and procedures concerning truants (as amended by PA 11-136, An Act Concerning Minor Revisions to the Education Statutes and PA 14-198, An Act Concerning Excused Absences from School for Children of Service Members, and PA 16-147, An Act Concerning the Recommendations of the Juvenile Justice Policy and Oversight Committee)

10-198b State Board of Education to define "excused absence," "unexcused absence," and "disciplinary absence"

10-198c Attendance review teams.

10-198d Chronic absenteeism (as amended by PA 17-14 and PA 18-182)

45a-8c Truancy clinic. Administration. Policies and procedures. Report. (as amended by PA 15-225)

10-199 through 10-202 Attendance, truancy - in general

*Action taken by State Board of Education on January 2, 2008, to define "attendance."**Action taken by State Board of Education on June 27, 2012, to define "excused" and "unexcused" absences.*

PA 17-14 An Act Implementing the Recommendations of the Department of Education

Instruction

6146.1(a)

Current

High School Grading/QPR

GRADUATING CLASSES OF 2016 THROUGH 2018:

FORMULA:

The formula to be used for grading students' performance in the area of knowledge acquisition will be 100% as defined below:

Calculating Student Grades	
60% Assessments:	i.e. meets expectations through standards based assessments, meets expectations through summative assessments, meets expectations through teacher made test, quizzes, text driven assessment, projects curriculum based and completed with accuracy.
20% Class work:	i.e. Daily assignments completed, with accuracy, extended assignments completed on time and with accuracy, formative assessments curriculum based.
10% Disposition toward learning:	i.e. actively engages in class, participates in group, displays perseverance, integrity and social and civic expectations.
10% Homework:	i.e. assignments independently completed outside of the classroom.

GRADING: All teachers shall develop and maintain a numerical grade for all students. This is becoming increasingly necessary when students transfer from one school to another in the middle of a semester and don't have grades to accompany their registration. Upon the District updating of classroom student rosters into Progress Book, teachers will upload all student assignment, quiz and test grades into Progress Book on a regular basis, but at a minimum of at least every three weeks. Student grades will be uploaded on a weighted average basis, whereby the teacher will assign a weight to particular types of assignments (e.g. homework, quizzes, and tests) by following the applicable Board of Education grading policy. A numerical grade indicating student performance at the time of exit from a school must be made available for the receiving high school. Teachers shall make two or more comments per student per subject for each marking period. Report cards shall be expeditiously processed and returned to the teacher as soon as practicable after submission to Central Office.

INTERIM REPORTS: Reports shall be sent home half-way through each marking period. These reports are issued to students whose academic achievement is below expected level. A copy shall be submitted to the building principal.

MAKE- UP WORK: Work missed due to absences will be completed within 10 school days upon return to school. Exceptions may be made with administrative approval.



High School Grading/QPR, continued

GRADING SENSITIVITY: Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with students, guidance counselors, department heads, and administrators to seek an alternative route to improve student performance.

HOMEBOUND INSTRUCTION: All long term homebound instructors will contact the classroom teacher for material to be covered and administer quizzes and tests developed by the classroom teacher. The homebound instructor will return the test to the classroom instructor for grading. Regular reports on the status of the student's performance will be sent to the building principal at the high school the student attends.

EXTRA-CURRICULAR ACTIVITIES: Students who have not earned the required Carnegie Units for the designated rank will be ineligible to participate in extra-curricular activities. As soon as students exceed unexcused absences, in accordance with the Board of Education attendance policy, they will be immediately ineligible to participate in extra-curricular activities (all after school programs). Students who have not maintained a 1.67 GPA or higher during the marking period preceding AND during the student's participation will be ineligible to participate in extra-curricular activities. (See Student –Athlete Eligibility Checklist-High School also).

PASSING GRADE: The passing numerical grade is 65.

District-wide curriculum offerings at the high schools will consist of core academics and electives. Selected district-wide core and elective courses at the Accelerated Level will be modified to incorporate extended requirements for students to earn additional quality points.

To achieve a passing grade for the class for the year a student must have an average credit value of 1.0 for the entire year as calculated for a final grade.

Final grades will be calculated with the each Quarter worth 20% of a students' grade and the midterm exam and final exam each worth 10% of the final grade. (In half-year courses, the final exam for the course will count as 20% of the course grade).

To qualify for Summer School students need to earn a numerical grade of at least 40 for the academic year as a sum of the four quarter credit values (exam grades are not included).

A grade of "E" is given to any student that is denied credit for excessive absences.

A grade of "I" is given if the teacher determines that the student's work is incomplete. Grades of "I" can be changed by a teacher at any point during the year. Any grade of "I" that remains at the conclusion of September of the next school year will be changed to an "F".

High School Grading/QPR, continuedWEIGHTING:**1. Four Levels of Academics:**

- **Level 4-Advanced** – Advanced Placement (AP) courses approved by the College Board and courses through the University of Connecticut Early College Experience (ECE) Program
- **Level 3-Accelerated-** ACE/ATOMS/ SOAR
- **Level 2-Honors-** Honors courses
- **Level 1-Academic Core** – All other courses in the core subject and elective areas

2. Quality Points:

Total Quality Points ÷ Total Number of Courses Taken = Quality Point Ratio (QPR)

Grade Range	Academic Core	Honors	ACE/ ATOMS/ SOAR	Advanced
98-100	4.33	4.68	4.87	5.05
94-97	4.00	4.32	4.49	4.66
90-93	3.67	3.96	4.12	4.27
87-89	3.33	3.60	3.75	3.89
83-86	3.00	3.24		3.50
80-82	2.67	2.88	3.00	3.11
77-79	2.33	2.52	2.62	2.72
73-76	2.00	2.16	2.25	2.33
70-72	1.67	1.80	1.87	1.94
67-69	1.33	1.44	1.50	1.55
65-66	1.00	1.08	1.13	1.17
Below 65	0.00	0.00	0.00	0.00

- 3. Quality Points Ratio (QPR):** This chart has been revised using a standard multiplier (8%) to create the Accelerated and Advanced Levels. This will allow for a multiplier of 4% to be used for any Accelerated Course with extended requirements. The 4% multiplier will meet the needs of all students who are in the ACE, ATOMS, and SOAR programs as well as those students who take Accelerated Level Courses with extended requirements.

- **EXAMPLE:** An ACE, ATOMS, or SOAR student in Honors Algebra I who meets the extra course requirements would receive more quality points using the 4% multiplier.

Course Level	Student Grade	QPR	With the 4% Multiplier
Accelerated	96	4.32	4.49

To determine the rank in class, the following formula is to be used to calculate QPR:

Total Quality Points ÷ Total Number of Courses Taken = Quality Point Ratio (QPR)

High School Grading/QPR, continued

4. Carnegie Units	Meeting Times	C.U.'s Earned
Extended courses	15 periods/per week	3.0 c.u.
Extended courses	10 periods/per week	2.0 c.u.
Lab Sciences courses	6 periods/per week	1.2 c.u.
Regular courses	5 periods/per week	1.0 c.u.
Elective courses	4 periods/per week	.8 c.u.
½ year courses	5 periods/per week	.5 c.u.
½ year courses	4 periods/per week	.4 c.u.

5. Class Ranking:

A student must be in attendance in the Waterbury School System for at least 3 continuous semesters (1½ years) to be considered for all academic recognition related to class rank.

6. Honor Roll:

The designation of High Honors, First Honors, and Second Honors will be determined by the student's QPR each marking period.

Highest Honors	4.0 – 5.05 QPR.
First Honors	3.5 – 3.99 QPR.
Second Honors	3.0 – 3.49 QPR.

7. Promotion and Graduation Requirements:

A student must earn five (5) Carnegie units to be promoted to the 10th grade.

A student must earn ten (10) Carnegie units and have completed the 10th grade to be promoted to the 11th grade.

A student must earn fifteen (15) Carnegie units and have completed three (3) years of high school to be promoted to the 12th grade.

Twenty-two (22) Carnegie Units and completion of four (4) years of high school are required for graduation. All students must follow the core curriculum as outlined by the Board of Education. Further, if a student has credits withheld due to unexcused absences, in accordance with the Board of Education attendance policy, those credits are declared unearned credits.

(Note: Graduating Class is defined as a group of students who started ninth grade for the first time and are expected to graduate in four years. For example, if a student started as a freshman in 2015 then their expected graduating class would be 2019.)

High School Grading/QPR, continued

GRADING SENSITIVITY: Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with students, guidance counselors, department heads, and administrators to seek an alternative route to improve student performance.

HOMEBOUND INSTRUCTION: All long term homebound instructors will contact the classroom teacher for material to be covered and administer quizzes and tests developed by the classroom teacher. The homebound instructor will return the test to the classroom instructor for grading. Regular reports on the status of the student's performance will be sent to the building principal at the high school the student attends.

EXTRA-CURRICULAR ACTIVITIES: Students who have not earned the required Carnegie Units for the designated rank will be ineligible to participate in extra-curricular activities. As soon as students exceed unexcused absences, in accordance with the Board of Education attendance policy, they will be immediately ineligible to participate in extra-curricular activities (all after school programs). Students who have not maintained a 1.67 GPA or higher during the marking period preceding AND during the student's participation will be ineligible to participate in extra-curricular activities. (See Student –Athlete Eligibility Checklist-High School also).

PASSING GRADE: The passing numerical grade is 65.

District-wide curriculum offerings at the high schools will consist of core academics and electives. Selected district-wide core and elective courses at the Accelerated Level will be modified to incorporate extended requirements for students to earn additional quality points.

To achieve a passing grade for the class for the year a student must have an average credit value of 1.0 for the entire year as calculated for a final grade.

Final grades will be calculated with the each Quarter worth 20% of a students' grade and the midterm exam and final exam each worth 10% of the final grade. (In half-year courses, the final exam for the course will count as 20% of the course grade).

To qualify for Summer School students need to earn a numerical grade of 40 for the academic year as a sum of the four quarter credit values (exam grades are not included).

A grade of "E" is given to any student that is denied credit for excessive absences

A grade of "I" is given if the teacher determines that the student's work is incomplete. Grades of "I" can be changed by a teacher at any point during the year. Any grade of "I" that remains at the conclusion of September of the next school year will be changed to an "F".

GRADE WEIGHTING & CLASS RANKING: Students are provided with a non-weighted Grade Point Average and a weighted Quality Point Ranking (QPR) at the end of each academic year, excluding senior year. Final senior GPAs and QPRs will be determined after seven semesters. GPA (non-weighted) ranges from 4.33 to 0 and is an indicator of academic success; QPR (weighted) ranges from 15.5 to 0 and is an indicator of average academic rigor. In each case, the higher the numeric value, the more successful the academic performance.

High School Grading/QPR, continued

OVERALL GRADE POINT AVERAGE: An overall GPA will be calculated based on the un-weighted arithmetic average of grades in all courses, using numerical grade values as follows:

A+ = 4.33	B+ = 3.33	C+ = 2.33	D+ = 1.33
A = 4.0	B = 3.0	C = 2.0	D = 1.0
A- = 3.67	B- = 2.67	C- = 1.67	F = 0.00

$$\text{Overall GPA} = \frac{\sum(\text{Course Credit}) * (\text{Course GPA})}{\sum \text{Course Credits}}$$

QUALITY POINT RANKING (QPR)/CLASS RANK: The Waterbury Public School System believes it is necessary and important to provide differentiated quality points for the purpose of weighting its academic course offerings at the high school. The current curriculum contains a wide variety of courses at various levels of academic challenge. Students are allowed considerable choice and are encouraged to strive for academic excellence. Grade weighting encourages and reward students for selecting courses at more challenging levels of difficulty.

Quality points are the weights that are assigned to courses in order to communicate their differing academic challenge. Weights assigned to academic courses communicate the level of academic challenge inherent in each course to students and their parents; therefore, the weights assigned help students to make more appropriate course selections. Additional weights assigned to college preparatory courses recognize that more challenging courses require advanced levels of work; therefore, advanced courses have higher course weights.

A grade weighting/class ranking system shall be implemented for the high schools as follows:

Min	Max		AP/UConn	ACE/ATOMS/SOAR		
97	100	A+	15.5	14	13	11
93	96	A	14.5	13	12	10
90	92	A-	13.5	12	11	9
87	89	B+	12.5	11	10	8
83	86	B	11.5	10	9	7
80	82	B-	10	9	8	6
77	79	C+	9	8	7	5
73	76	C	8	7	6	4
70	72	C-	7	6	5	3
67	69	D+	6	5	4	2
65	66	D	5	4	3	1
Below 65		F	0	0	0	0

All grades shall be rounded to the nearest whole number

$$\text{Overall QPR} = \frac{\sum(\text{Course Credit}) * (\text{Course QPR})}{\sum \text{Course Credits}}$$

High School Grading/QPR, continued

HONOR ROLL: The designation of High Honors and Honors will be based on GPA each marking period.

High Honor Roll:	Average of 90 or above and no individual grade below 80
Honor Roll:	Average of 80-89 and no individual grade below 70

(Note: Graduating Class is defined as a group of students who started ninth grade for the first time and are expected to graduate in four years. For example, if a student started as a freshman in 2015 then their expected graduating class would be 2019.)

(cf. 6146 - High School Graduation Exit Criteria)

Legal Reference:	Connecticut General Statutes 10-220g. Policy on weighted grading for honors and advanced placement classes.
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Elementary School Uniform Grading Policy

FORMULA: The formula to be used for grading students' performance in the area of knowledge acquisition will be 100% based evenly for every subject as defined below:

- 10% *Class work/Participation:*
- 1) Actively engaged in class.
 - 2) Communicates learning in class.
 - 3) Participates in groups.
- 5% *Homework/Projects:*
- 1) Completes all assigned homework with accuracy.
- 85% *Content Knowledge:*
- 1) Meets expectations of curriculum through standards based assessments: DCMT, quarterly math assessment, quarterly writing prompts; and reports, projects, experiments.
 - 2) Meets expectations of curriculum through summative assessments: teacher made tests, quizzes; text driven assessment; and application of spelling.
 - 3) Meets expectations of curriculum through standardized tests: core tests (Trophies, Signatures, Saxon, etc.) and Navigator.

WEEKLY/BI-WEEKLY GRADING: All teachers shall develop and maintain a numerical grade for all students on a weekly or bi-weekly basis. A numerical grade indicating student performance at the time of exit from school must be made available to the receiving elementary school.

REPORT CARD TRANSFER: Waterbury School District plans to adopt a multiple copy report card. For those students who transfer, their report card will follow them to the receiving school.

USE OF REPORT CARD: The report card is a flexible document and can be used in the regular program, special education and bilingual programs. Teachers will check the area designated "modified curriculum" for students in Special Education and Bilingual Program. It will be the responsibility of the teacher to explain how the program was modified to meet the needs of the student. Teachers shall make two or more comments per student per subject for each marking period. Report cards shall be expeditiously processed and returned to the teacher as soon as practicable after submission to Central Office.

MAKE-UP WORK: Work missed due to absences will be completed within 10 school days upon return to school. Exceptions may be made with administrative approval.



Elementary School Uniform Grading Policy, continued

GRADING SENSITIVITY: Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with parents, principal and Central Office to seek an alternative route to improve student performance prior to the end of the marking period.

HOMEBOUND INSTRUCTION: All long term homebound instructors will contact the classroom teacher for material to be covered. The homebound instructor will provide a student portfolio to the classroom instructor for review and instructional placement. Regular reports on the status of the student's performance will be sent to the principal at the school the student attends.

SPECIAL EDUCATION: The decision to promote students in these grades will be made at the building level, including the planning and placement team for identified special education students.

INCOMPLETE GRADE: An incomplete grade must be changed to a numerical grade and submitted to the office by the end of the following marking period.

PASSING GRADE: Passing grade is 60. Beginning with the 2000/2001 school year, passing grade shall be 65.

RETENTION: Students retained shall be placed with a different teacher, if available, during their retention year.

POLICY REVIEW: Policy shall be reviewed in May, 2000 to include off level CMT scores.

Middle School Uniform Grading Policy

CURRICULUM: Districtwide curriculum offering at the middle schools will consist of core academics and unified arts.

WEIGHTING: All academic and unified arts subjects will be weighted based upon the formula set by the Board of Education in developing Quality Point Ratio (QPR) at the end of each school year.

FORMULA: The formula to be used for grading students' performance in the area of knowledge acquisition will be 100% based evenly for every subject as defined below:

- 10% *Class work/Participation:*
- 1) Actively engaged in class.
 - 2) Communicates learning in class.
 - 3) Participates in groups.
 - 4) Graded notebook.
- 5% *Homework/Projects:*
- 1) Completes all assigned homework with accuracy.
- 85% *Content Knowledge:*
- 1) Meets expectations of curriculum through standards based assessments: DCMT, quarterly math assessment, quarterly writing prompts; and reports, projects, experiments.
 - 2) Meets expectations of curriculum through summative assessments: teacher made tests, quizzes; text driven assessment; and application of spelling.
 - 3) Meets expectations of curriculum through standardized tests: core tests (Trophies, Signatures, Saxon, etc.) and Navigator.

WEEKLY GRADING: All teachers shall develop and maintain a numerical grade for all students on a weekly or bi-weekly basis. A numerical grade indicating student performance at the time of exit from a school must be made available for the receiving middle school. Teachers shall make two or more comments per student per subject for each marking period. Report cards shall be expeditiously processed and returned to the teacher as soon as practicable after submission to Central Office.

INTERIM REPORT: Interim Reports shall be sent home half-way through each marking period. The reports are to be issued to all students. A copy shall be submitted to the respective house principals

MAKE-UP WORK: Work missed due to absences will be completed within 10 school days upon return to school. Exceptions may be made with administrative approval.



Middle School Uniform Grading Policy, continued

GRADING SENSITIVITY: Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with students, guidance counselors, department heads and administrators to seek an alternative route to improve student performance prior to the end of the marking period.

HOMEBOUND INSTRUCTION: All long-term homebound instructors will contact the classroom teacher for material to be covered. The homebound instructor will provide a student portfolio to the classroom instructor for review and instructional placement. Regular reports on the status of the student's performance will be sent to the house principal at the middle school the student attends.

SPECIAL EDUCATION: The decision to promote students in these grades will be made at the building level, including the planning and placement team for identified special education students.

INCOMPLETE GRADE: An incomplete must be changed to a numerical grade and submitted to the office by the end of the following marking period.

EXAMS: Mid-term and final exams will be given for all core subject courses beginning with the 1999-2000 school year. Mid-term and final examinations will count as 25% of the grade for the year.

PASSING GRADE: Passing grade is 65.

RETENTION: Students retained shall be placed on a different team, if available, during their retention year.

EXTRA-CURRICULAR ACTIVITIES: Beginning with the 2007/08 school year, students who are not passing in at least four core academic courses will be ineligible to participate in extra-curricular activities. As soon as students exceed unexcused absences, in accordance with the Board of Education attendance policy, they will be immediately ineligible to participate in extra-curricular activities (all after school programs). Additionally, students who have not maintained a numerical average of 70.0 or higher OR a 2.0 GPA during the marking period preceding and during the student's participation will be ineligible to participate in extra-curricular activities. (See Student – Athlete Eligibility Checklist-Middle School also)

POLICY REVIEW: Policy shall be reviewed in May, 2000 to include off level CMT scores.

WORKSHOP: Thursday, December 6, 2018 (Sprague)
BOARD MEETING: Wednesday, December 20, 2018

TO THE BOARD OF EDUCATION
 WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
P. Caldarone	Generali gym: 12/3 – 2/17/19 Mon. & Wed. 5:30-7:30 pm (Wallace boys practices)
R. Moffo	Generali gym, café: Tues., Dec. 11 th 3:30-8:00pm (snow date: 12/13) (winter family bingo night)
V. Vicenzi	Rotella café: Tues., Jan. 15 th 6-9pm (UPSEU union meeting)
L. Richard	Career Academy rm. 46: Sat., Feb. 2 nd (snow date: 2/9/19) (CT. HOSA-state officer interviews)
G. Wright	Gilmartin café: Wed., Jan. 9 th (snow date: 1/16) 5-7pm (Title I meeting) Reed café: Wed., Mar. 27 th (snow date: 4/3) 5-7pm (Title I meeting)
PTSO	WAMS café, atrium: Sat., Dec. 15 th 9:30am-2:00pm (school fundraiser)
M. Spescha	WAMS gym: Fri., Feb. 8 th all day (NHS Blood Drive)
J. Farrell	WAMS atrium: Wed., Dec. 5 th 7-9pm (school fundraiser)
Supt. Office	Career Academy café: Tues., Dec. 11 th 6-9pm (Wtby. Legislative Dinner)
T. Grabowski	Maloney comm.rm.: Sat., Dec. 8 th 9am-1pm (Santa Claus visit)
D. Lopez	WAMS atrium: Fri., Feb. 8 th 6-9pm (student council dance)
M. Vagnini	WAMS gym: Wed., Dec. 5 th 11:30am-1:30pm (student basketball game) WAMS recital hall: Tues., June 4 th 6-8pm (Honor Society Ceremony)
D. Melendez	Chase gym: Thurs., Dec. 13 th 5-8 pm (Hispanic Heritage Night)
V. Hamilton	Duggan rm.: Tues. & Thurs. 1/8-6/6/19 2:15-4:00pm (Sprouts Scouts)
R. McDonald	Career Academy gym: 11/30-3/15/19 Mon.-Fr. 2-9pm and Sat. 8am-2pm (girls and boys basketball)
R. Moffo	Generali gym/café: Tuesdays-Dec. to Mar. 3-6pm (girl scout meetings)
M. Petrillo	Bunker Hill gym: Fri., Dec. 14 th 5:30-8:30pm (Holiday Movie night)

Approved

 Jason Van Stone

 Dr. Verna D. Ruffin
 Superintendent of Schools

done
✓

DATE: 11-14-18

TO: SCHOOL BUSINESS OFFICE

FROM: Paula Calderone

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

NAME OF SCHOOL REQUESTED: General

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 12/3/18 - 2/27/19 Monday & Wednesday
FROM: 5:30 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Wallace M/S Boys
Basketball practice

P.C.
APPLICANT /gm

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.

gm

DATE: 11-11-18

TO: SCHOOL BUSINESS OFFICE
FROM: Generali School

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

NAME OF SCHOOL REQUESTED: Generali School

☒ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: 12-11-18 (showdate 12-13-18)

FROM: 3:30 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Winter Family Bingo Night

Rosemarie Maffei
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

DATE: 11-15-18

TO: SCHOOL BUSINESS OFFICE

FROM: Valerie Vicenzi

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

NAME OF SCHOOL REQUESTED: Rotella Cafe

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Jan 15, 2019

FROM: 6 am/pm TO: 9 am/pm

FOR THE FOLLOWING PURPOSES:

Union Meeting (UPSEU)

Valerie Vicenzi
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 FACILITY RESERVATIONDATE: 11/13/18

TO: SCHOOL BUSINESS OFFICE

FROM: Linda Richard WCA

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

NAME OF SCHOOL REQUESTED: WCA☐ Auditorium

Gymnasium



Swimming Pool



Café/Rooms

Room 426DATES REQUESTED: Sat Feb 2ndFROM: 9 AM

am/pm

TO: 12 noon

am/pm

FOR THE FOLLOWING PURPOSES: Snow date Feb 9thCT HASA - state officer
interviewsLinda Richard
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 FACILITY RESERVATION FORM

DATE: 11/13/18 _____

TO: SCHOOL BUSINESS OFFICE

FROM: _____ Gladys Wright _____

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

NAME OF SCHOOL REQUESTED: Gilmartin
School _____

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool x ☐ Café/Rooms

DATES REQUESTED: 01/09/19

Snow Date: 01/16/19

FROM: _5 pm_____ am/pm TO: _7 pm_____ am/pm

FOR THE FOLLOWING PURPOSES:

Title I District Parent Advisory Council (DPAC) ESSA Meeting: Required ____ Invite parents, staff and community stakeholders to the DPAC Meeting to participate and be informed about DPAC and its function. Title I programs for students and parent & family engagement. meet & greet

____ Gladys Wright
Community Liaison

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

DATE: 11/13/18
TO: SCHOOL BUSINESS OFFICE
FROM: Gladys Wright

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

NAME OF SCHOOL REQUESTED: Reed
School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool x ☒ Café/Rooms

DATES REQUESTED:
3/27/19
Snow Date: 4/3/19/

FROM: 5 pm am/pm TO: 7 pm am/pm

FOR THE FOLLOWING PURPOSES:

Title I District Parent Advisory Council (DPAC) Meeting ESSA Required Invite parents, staff and community stakeholders to the DPAC Meeting to participate and be informed about DPAC and its function. Title I programs for students and parent & family engagement.

Gladys Wright
Community Liaison

APPLICANT

.....
Please note the following provisions:

SCHOOL PERSONNEL USE ONLY

DATE: 11/8/18

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS PTSO

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

NAME OF SCHOOL REQUESTED: WAMS

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Saturday 15th Dec
FROM: 9:30 am/pm TO: 2 am/pm

FOR THE FOLLOWING PURPOSES:

Cookie and Cocoa with Santa -
Vendor tables - PTSO fundraisers


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

DATE: 10/23/18

TO: SCHOOL BUSINESS OFFICE

FROM: Mr. Spescha

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: 12/5/190 Feb. 8th

FROM: Full school day am/pm TO: Full school day am/pm

FOR THE FOLLOWING PURPOSES:

NHS Blood drive

APPLICANT

Mike Spescha

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 ONLYDATE: 11/19/18

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/Rooms☒ AtriumDATES REQUESTED: 12/5/18FROM: 7 am/pm TO: 9 am/pmFOR THE FOLLOWING PURPOSES:

Pappara2i jewelry Fund raiser
For grand canyon trip


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.

DATE: 11-26-18

TO: SCHOOL BUSINESS OFFICE

FROM: SBC

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

NAME OF SCHOOL REQUESTED: Career Academy

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Tues. Dec. 11th

FROM: 6:00 am/pm TO: 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury Legislative
Dinner

Sm.
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.



236 Grand Street - Waterbury, Connecticut 06702 - (203) 574-8000 - Fax (203) 574-8010

Dr. Verna D. Ruffin
Superintendent of Schools

MEMORANDUM

DATE: November 15, 2018
TO: Waterbury Legislative Delegation – Distribution List Below
FROM: Dr. Verna D. Ruffin, Superintendent of Schools
SUBJECT: Waterbury Legislative Dinner

You are cordially invited to a dinner meeting with the Waterbury Board of Education Commissioners, Dr. Verna D. Ruffin and Education Staff to discuss education priorities for the 2019 legislative session on:

Tuesday, December 11, 2018 at 6:00 p.m.
Waterbury Career Academy Cafeteria
175 Birch Street

Please call my office at (203) 574-8043 regarding your attendance. We look forward to meeting with you. Thank you.

VDR/mc

Distribution List:

Joan Hartley, State Senator
Joseph Markley, State Senator
Robert Sampson, State Senator-Elect
Jeffrey Berger, State Representative
Larry Butler, State Representative
Geraldo Reyes, State Representative
Stephanie Cummings, State Representative
Anthony D'Amelio, State Representative
Ronald Napoli, State Representative- Elect

c: Mayor Neil M. O'Leary
Waterbury Board of Education Commissioners
File

8032

SCHOOL PERSONNEL USE ONLY

DATE: 11/26/18

TO: SCHOOL BUSINESS OFFICE

FROM: Maloney School

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

NAME OF SCHOOL REQUESTED: Maloney

Community Rm. 1st level hallway

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 12/8/2018

FROM: 9:00 am/pm TO: 1:00 am/pm

FOR THE FOLLOWING PURPOSES:

Santa Clause visit.

Terri Grabowski
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 ONLYDATE: 11/20/18

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

Amum

DATES REQUESTED: 2/8/19FROM: 6 am/pm TO: 9 am/pmFOR THE FOLLOWING PURPOSES:Student Council Blackout Dance

Pelen Pelen
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 ONLYDATE: 11-27-18

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

DATES REQUESTED: 12/5/18FROM: 11:30 am/pm TO: 1:30 am/pmFOR THE FOLLOWING PURPOSES:

Student Basketball Game


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 ONLYDATE: 11/27/18

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 Recital Hall

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Tuesday June 4 2019
FROM: 6 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

TRI M Music Honor Society
Induction Ceremony

M. Vagnini
APPLICANT
M. Vagnini

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 REQUESTDATE: 11-27-18

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 Elementary☐ Auditorium☒ Gymnasium☐ Swimming Pool☐ Cafeteria/Rooms

DATES REQUESTED:

December 13th

FROM:

5

am/pm

TO:

8

am/pm

FOR THE FOLLOWING PURPOSES:

Hispanic Heritage NightDoreen Melendez
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.

Building Use

SCHOOL PERSONNEL USE ONLY

Date: 11-29-18

TO: School Business Office

FROM: Duggan School

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

NAME OF SCHOOL REQUESTED: Duggan School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café ☒ Tech-ed Home-ec room

DATES REQUESTED: Jan 8th 2019 to June 6th 2019

Time: 2:15 - 4:00 pm

FOR THE FOLLOWING PURPOSES:

Sprout Scouts

*Tues
Thurs*

Vanessa Hamilton
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 police and fire headquarters.

DATE: 11/30/18

TO: SCHOOL BUSINESS OFFICE

FROM: Ryan McDonald

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: 11/30/18 - 3/15/19

FROM: 2 am/pm TO: 9 am/pm

Saturdays 8am - 2pm

FOR THE FOLLOWING PURPOSES:

Boys and Girls Basketball

Ryan McDonald
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.

DATE: 11-29-18

TO: SCHOOL BUSINESS OFFICE

FROM:

Generali School - Rosemarie Maffo

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

NAME OF SCHOOL REQUESTED:

Generali School

☐

Auditorium

☒

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED:

Every Tuesday until March

FROM:

3:00 am/pm

TO:

6:00 am/pm

FOR THE FOLLOWING PURPOSES:

Girl Scouts -

Rosemarie Maffo
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

TO: SCHOOL BUSINESS OFFICE Atten: Sandy McCasland
FROM: MaryAnn Petrillo, Parent Liaison

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

NAME OF SCHOOL REQUESTED: Bunker Hill

☒ AUDITORIUM ☒ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: 12/14/2018
FROM 5:30 AM/PM TO 8:30 AM/PM

FOR THE FOLLOWING PURPOSES:

Holiday Movie/Literacy Night

MaryAnn Petrillo
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 police and fire headquarters.

WORKSHOP: Thursday, December 6, 2018 (Sprague)
BOARD MEETING: Wednesday, December 20, 2018

**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.

GROUP	FACILITIES AND DATES/TIMES
--------------	-----------------------------------

Kolainu Choir	Kennedy aud.: Sat., Jan. 6 th 4-8pm (choir performance)
Allan Majeski	

REQUESTING WAIVERS:

Overlook Sports	West Side gym: 12/8-2/9/19 Saturdays 2-5pm
M Cleary	(conditioning program) (\$1,680.)
Uplifting a Life	Reed café: Sat., Dec. 22 nd 5-9pm (community Christmas party)(\$420.)
E. Cooper	Reed café: Sat. Dec. 15 th 4-8:30pm (movie night) (\$462.)

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

Overlook Sports	Hopeville gym: 12/18 – 2/19/19 Tues. 6:30-8:00pm
M. Cleary	(conditioning program)
Neighborhood Housing Services	Reed café: Fri. Dec. 14 th 4:00-9:00 pm
K. Taylor	(NAACP youth Christmas party)
Wtby.Ballers	Generali gym: Thurs. 12/6-3/28/19 6-9 pm (basketball)
T. Lott	WSMS gym: Fri. 11/30-3/29/19 6-9 pm “
	Driggs gym: Tue.&Thurs. 12/6-3/28/19 6-9 pm “
	Wilson gym: Mon. 12/3 – 3/25/19 6-9 pm “

MONIES COLLECTED TO DATE:

\$ 16,212.00

Approved:

Jason Van Stone

Dr. Verna D. Ruffin
Superintendent of Schools

These activities are completed and have been billed:

Save Girls on Fyer
Triple Threat Dance

APPLICANT ALLAN MATESHI NAME OF ORGANIZATION ROUNDOUT CLUB LLC

ADDRESS ~~100~~ 100 BLVD. N. WATERBURY, CT, 05671 TELEPHONE # 917-225-2142
(street) (city) (state) (zip code)

SCHOOL REQUESTED ROUNDOUT H.S. DATES 6-1-6-18 ROOM(S) AUDITORIUM

OPENING TIME 4 PM CLOSING TIME 8 PM PURPOSE CHAR. FOR SCHOOLS

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 180 CHILDREN 150

SIGNATURE OF APPLICANT [Signature] DATE 11-19-18

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
ALLAN MATESHI 100 BLVD. N. WATERBURY, CT, 05671, 917-225-2142

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. A.M. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE FOR CUST.

RENTAL FEES: \$1,000/4 HRS + \$250 CR. ADD'L HR.

MISCELLANEOUS FEES: TECH. \$55/HR.

SECURITY DEPOSIT \$250 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY OK

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.

RESERVATIONS 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. 597-4563 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 597-4563 FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS

ALL SCHOOLS THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE STRICTLY ENFORCED

RENTAL DATE _____ SCHOOL BUSINESS OFFICE

IF BY 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 BUILDINGS OFFICE

SCHOOL BUILDINGS OFFICE

APPLICANT M. McCreary NAME OF ORGANIZATION Overlook
 ADDRESS 50 Hickory Hill Dr. Waterbury, CT 06708 TELEPHONE # 203 592 9448
 (street) (city) (state) (zip code)
 SCHOOL REQUESTED West Side M.S. DATES 11/24/18 - 11/25/18 ROOM(S) Gymnasium
Afternoon OPENING TIME 2:00 CLOSING TIME 5:00 PURPOSE Career Training Program
 ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A
 APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 8-10 CHILDREN 8-10
 SIGNATURE OF APPLICANT M. McCreary DATE 11/14/18
 PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

M. McCreary
 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. MC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

OFFICE OF CHILDREN'S RIGHTS
STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

APPLICANT/ORGANIZATION:

Overlook

Please check below specific item(s):

Building Usage Fees ☐Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: _____

DATE(S): 11/29/18 AR RoomTIMES: 11/5/19 AfternoonDATE(S): 11/11/18 2 after 5pmTIMES: 11/2/19 2:30pm to 5pmDATE(S): 12/8/18 " "TIMES: 1/19/19 " "DATE(S): 12/18/18 " "TIMES: 1/26/19 " "DATE(S): 12/22/18 " "TIMES: 2/2/19 " "DATE(S): 12/29/18 " "TIMES: 2/9/19 " "11/14/18

Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

1,680.

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
300 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT

CONTRACT#

ADDRESS 844 N. Main St (street) (city) (state) (zip code) TELEPHONE # 203-419-8397

SCHOOL REQUESTED Reed DATES 12/22/18 ROOM(S) Cafe

OPENING TIME 5pm CLOSING TIME 9pm PURPOSE Community Christmas Party

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 60

SIGNATURE OF APPLICANT Erin Cooper DATE 11/28/18

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

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. EC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST. (2) (\$420)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ 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)
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.

USE OF SCHOOL FACILITIES

APPLICANT/ORGANIZATION: Uplifting Life

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Reed

DATE(S): Sat, Dec. 22

TIMES: 5 - 9 pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

11-28-18
Date

Erika Cooper
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 420.
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

CONTRACT#

ADDRESS 544 N. Main St TELEPHONE# 203-741-8521
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed DATES 12-15-18 ROOM(S) Cafe

OPENING TIME 4pm CLOSING TIME 8:30pm PURPOSE Movie Night

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 60

SIGNATURE OF APPLICANT Erin Cooper DATE 11-30-18

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

Erin Cooper

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. EC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust. (2) (\$462.)

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.

USE OF SCHOOL FACILITIES

APPLICANT/ORGANIZATION: Appl. to King H

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Reed Cafe

DATE(S): Sat. Dec 15th

TIMES: 4-8³⁰ pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

11-30-18

Date

Eka Cozart
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

462.00
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

PERmit Application Form

APPLICANT: Mike Cleary NAME OF ORGANIZATION: Overlook
 ADDRESS: 50 Hickory Hill Dr. Waterbury CT 06708 TELEPHONE # 203.592.9448
 (street) (city) (state) (zip code)
 SCHOOL REQUESTED: Hopewick DATES: 12/18 Every Tuesday Night ROOM(S): Gymnasium
 OPENING TIME: 630 CLOSING TIME: 8 PURPOSE: conditioning program
 ADMISSION (if any): n/a CHARGE TO BE DEVOTED TO: n/a
 APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 8-10 CHILDREN 8-10
 SIGNATURE OF APPLICANT: Mike Cleary DATE: 11/14/18

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

Mike Cleary

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. MC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

see
Attached
Tuesdays
12/18 - 2/19
12/11 - not available

HOPEVILLE GYM

TUESDAYS 6:30 – 8:00 PM

DEC. ~~11~~, 18

JAN. 8, 15, 22, 29

FEB. 5, 12, 19

STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION
OFFICE OF SCHOOL BUSINESSES
TYPE OR USE FOR AND PRESENTED

APPLICANT Kevin T. Taylor NAME OF ORGANIZATION NHS of Waterbury

ADDRESS 193 Grand St., 3rd fl. Waterbury CT 06702 TELEPHONE # 203.753.1896
(street) (city) (state) (zip code)

SCHOOL REQUESTED Jonathan Reed DATES 12-14-18 ROOM(S) Cafetorium

OPENING TIME 4:00PM CLOSING TIME 9:00PM PURPOSE NAACP Youth Christmas Party

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 40 CHILDREN 60

SIGNATURE OF APPLICANT [Signature] DATE 11.14.18

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

Kevin T. Taylor, 193 Grand St., 3rd fl., Waterbury, CT 06702 203.725.7546

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE / YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

203-574-8032
CONTRACT# Sandy

APPLICANT Terence Lott NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 25 Girard Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code)
SCHOOL REQUESTED General DATES 12/14-12/23/19 ROOM(S) Gym
OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20
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. TC (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.
- (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.
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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

203-574-8032
CONTRACT# Sandy

APPLICANT Terence Lott NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 25 Girard Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code)
SCHOOL REQUESTED WSMS DATES 11-30 to 3-29-19 ROOM(S) Gym
OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Basketball Practice
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 25
SIGNATURE OF APPLICANT Terence Lott 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. TL (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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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

203-574-8032
CONTRACT# Sandy

APPLICANT Terence Lott NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 25 Girard Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code)
SCHOOL REQUESTED DRUGS DATES 12/11 ROOM(S) Gym
OPENING TIME _____ CLOSING TIME _____ PURPOSE Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 45
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. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

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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

203-574-8032
CONTRACT# Sandy

APPLICANT Terence Lott NAME OF ORGANIZATION Waterbury Rollers
ADDRESS 25 Girard Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code)
SCHOOL REQUESTED Wilson DATES 12-3 to 3-25-18 ROOM(S) Gym
OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 25
SIGNATURE OF APPLICANT Terence Lott DATE 11/19/18

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

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SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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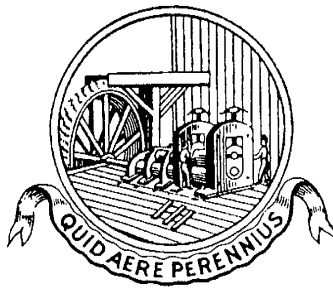
APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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Communications



Packet week ending 12/4/18



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

November 7, 2018

Ashley Gutierrez
25 Elmer St., Apt. A
Waterbury, CT 06708

Dear Ms. Gutierrez:

We are pleased to receive your acceptance of our offer of employment for the position of Lunchroom Aide @ Bunker Hill Elementary School for the Department of Education – Food Service (Requisition #2018342) at \$10.66 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.

We have scheduled your orientation for Thursday, November 8, 2018 at 9:00 a.m. in Veteran's Memorial Hall located in Waterbury City Hall 235 Grand Street, 2nd 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 November 9, 2018 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.

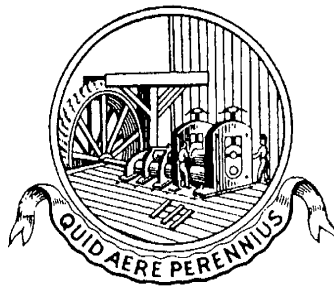
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resources Generalist

CSF/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

November 7, 2018

Amanda Kling
34 Lydia St.
Waterbury, CT 06705

Dear Ms. Kling:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department – School Business Office for the position of Administrative Associate I (Req. #2019100) at \$14.48 per hour. Please contact Doreen Biolo, Chief Fiscal Officer - Education Dept. at (203) (203) 574-8031 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 8, 2018 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 will be November 9, 2018 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.

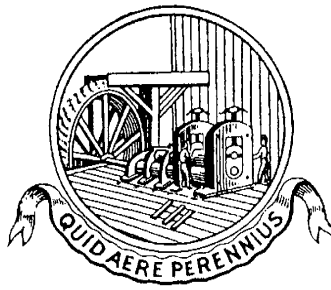
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resources Generalist

CSF/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Doreen Biolo, CFO – Educ Dept.
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

November 16, 2018

Janice Epperson
827 Oronoke Rd., Unit 10-7
Waterbury, CT 06708

Dear Ms. Epperson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Assistant Superintendent of Schools (Req. #2019094B) at \$151,784.00 per year. Please contact Dr. Verna Ruffin, Superintendent of Schools at (203) 574-8000 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, November 26, 2018 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 will be November 26, 2018 at your regular scheduled time.

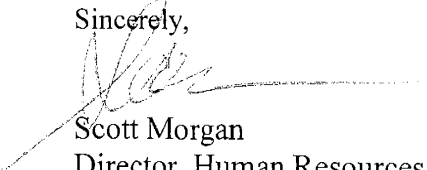
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order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

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

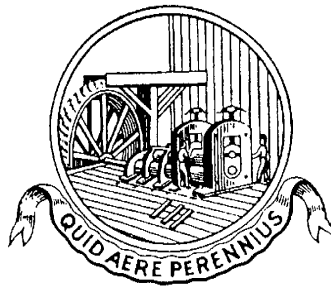
Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,


Scott Morgan
Director, Human Resources

SM/sd
cc Board of Education
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

November 16, 2018

David Gugliotti
5 Armand Dr.
Waterbury, CT 06708

Dear Mr. Gugliotti:

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. #2019016) at \$14.91 per hour. Please contact Chris Harmon, Acting School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, November 26, 2018 at 9:00 a.m. in Veteran's Memorial Hall located in Waterbury City Hall, 235 Grand Street, 2nd 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 November 27, 2018 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.

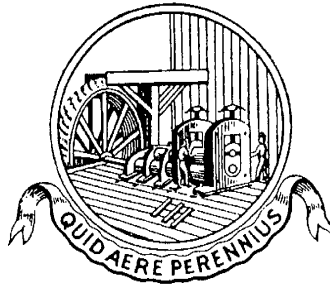
Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resources Generalist
CSF/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, Acting Schl Insp.
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

November 16, 2018

Dan Kheyfets
4 Chestnut Court
Watertown, CT 06795

Dear Mr. Kheyfets:

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. #2019059) at \$14.91 per hour. Please contact Chris Harmon, Acting School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, November 26, 2018 at 9:00 a.m. in Veteran's Memorial Hall located in Waterbury City Hall, 235 Grand Street, 2nd 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 November 27, 2018 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.

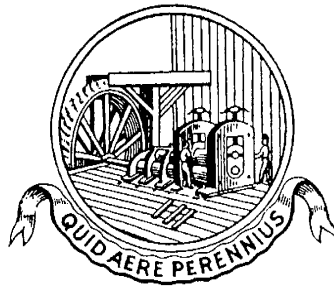
Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resources Generalist
CSF/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, Acting Schl Insp.
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

November 19, 2018

Sylvia Lebron
238 Knollwood Circle
Waterbury, CT 06704

Dear Ms. Lebron:

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 #2019345) 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.

We have scheduled your orientation for Monday, November 26, 2018 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. 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.

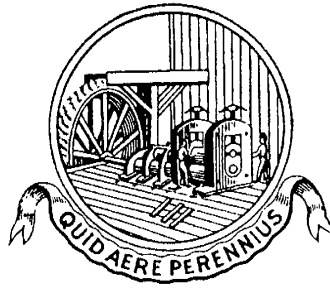
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resource Generalist

CSF/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

November 21, 2018

Lisa Rodriguez
178 Edgewood Ave.
Waterbury, CT 06706

Dear Ms. Rodriguez:

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 #2019342) 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.

We have scheduled your orientation for Monday, November 26, 2018 at 9:00 a.m. in the Department of Human Resources, 236 Grand Street, 2nd 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.

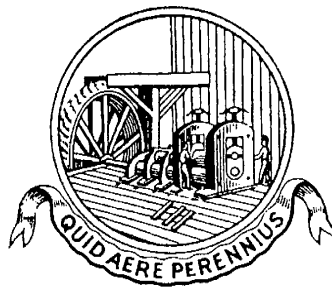
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resource Generalist

CSF/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

November 21, 2018

MaryAnn Harrison Apicello
338 Peach Orchard Rd.
Waterbury, CT 06706

Dear Ms. Harrison Apicello:

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 #2019343) 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.

We have scheduled your orientation for Monday, November 26, 2018 at 9:00 a.m. in the Department of Human Resources, 236 Grand Street, 2nd 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.

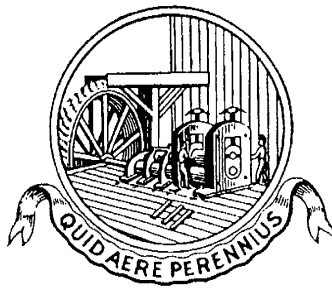
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resource Generalist

CSF/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

November 21, 2018

Damien Velez
7 Alma St.
Waterbury, CT 06705

Dear Mr. Velez:

Your name is being certified to the Education Department for the position of Maintainer II at Wallace Middle School (Req. #2018379) at \$16.73 per hour.

We have scheduled your orientation for Thursday, December 20, 2018 at 9:00 a.m. at the Department of Human Resources, 2nd Floor, Room 202, 236 Grand Street in Waterbury. You must attend the orientation session in order to be certified to this position. Your first day reporting to your new department/supervisor was be December 13, 2018 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.

Sincerely,

Carlyne St. Felix
Human Resources Generalist

CSF/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, Acting School Insp.
file

Carrie Swain

From: Theresa DeMars <CABE@embrams-mail.com>
Sent: Friday, November 23, 2018 7:00 AM
To: Carrie Swain
Subject: CABE Policy Highlights 11-23-2018
Attachments: November 23 2018.pdf

EXTERNAL MAIL



Hello,

Attached you will find *CABE's Policy Highlights Publication* for **November 23, 2018**. Policy Highlights are designed to contain informative topics of interest for your district.

Please feel free to contact the Policy Department at 860-571-7446 with any questions or concerns.

The publication is attached as a PDF file. You will need Adobe Acrobat Reader which is available by [clicking here](#).

To unsubscribe to this publication, please email Terry DeMars at tdemars@cabe.org and state that you would like to unsubscribe from Policy Highlights.

Connecticut Association of Boards of Education

81 Wolcott Hill Road
Wethersfield, CT 06109
Phone 860-571-7446 ~ Fax 860-571-7452



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

November 23, 2018

Volume 18 – Issue #11

Annual Notice Required by the McKinney-Vento Homeless Assistance Act: The McKinney-Vento Homeless Assistance Act requires school districts, through their homeless student liaisons, to provide public notice of the education rights of the homeless students enrolled in their districts. (42 U.S.C. §11432(e)(3)(C)(i)). Such notice is to be disseminated in places where homeless students receive services under this Act, including schools, family shelters, and soup kitchens. (42 U.S.C. §11432 (g)(6)(A)(vi)). The notice must be in a “manner and form” understandable to homeless students and their parents/guardians, “including, if necessary and to the extent feasible,” in their native language. (42 U.S.C. §11432(e)(3)(C)(iii)).

The U.S. Department of Education has issued guidelines for States, which address ways a State may (1) assist local school districts to implement McKinney-Vento, as amended by ESSA, and (2) review and revise policies and procedures, along with local school districts, that may present barriers to the identification, enrollment, attendance, and success of homeless children and youths in school.

Download the guidelines at:

<https://www.gpo.gov/fdsys/pkg/FR-2016-03-17/pdf/2016-06073.pdf>.

In March 2017, the U.S. Department of Education updated the “*Education for Homeless Children and Youths Program Non-Regulatory Guidance*.” This document highlights the key changes brought about by ESSA. It is available at:

<https://www2.ed.gov/policy/elsec/leg/essa/160240ehcyguidance072716updated0317.pdf>.

For notice requirements under “tips for establishing an effective dispute resolution process”, see page 33.

The National Center for Homeless Education (funded by the U.S. Department of Education) has created **free** Educational Rights posters (in black/white or color; English/Spanish; parents/students) that can be downloaded or ordered at:
http://center.serve.org/nche/pr/er_poster.php#youth

Source: Source: “Annual Notices, August 2018,” by Jordan Cooper, NSBA Senior Staff Attorney, NSBA, Council of School Attorneys

Policy Implications: Issue #1 & #2 of *Policy Highlights* (July 6, 2018) contained a listing of required annual due process notifications. The first section of that publication addressed notifications required by federal legislation.

As indicated in previous issues of *Policy Highlights*, it is now planned, continuing with this issue, to address these required notifications in greater detail. Subsequent issues of *Policy Highlights* will address in detail the notification requirements of the Individuals with Disabilities Act (IDEA) and several federal statutes pertaining to nondiscrimination.

The policy impacted by the above is #5118.1, “Homeless Students.” This is a mandated policy for inclusion in a district’s policy manual.

Survey - Children Eating Unhealthy Fast Foods Despite Healthier Options: Promises of healthier children’s meals have drawn increasing numbers of families back to fast food restaurants, but most children are still being served unhealthy options, a new survey finds. A survey from the University of Connecticut’s Rudd Center for Food Policy and Obesity showed that 74% of youngsters consumed unhealthy side dishes and beverages in fast food children’s meals in 2016, despite the restaurants’ introduction of policies to provide healthier options starting in 2013.

“This increase was driven in part by fast food claims that they’ve replaced sugary sodas and greasy french fries with healthier options in kids’ meals,” said lead researcher Jennifer Harris, Director of Marketing Initiatives for the University of Connecticut’s Rudd Center for Food Policy and Obesity. Children are still dining on kids’ meals full of fat, sodium and calories, with no sign that the healthier options are making much of a difference, Harris added.

“It’s a marketing tactic on the part of these restaurants to make parents think their products are healthy,” Harris said. “If they can make parents think it’s actually a healthy choice to take their child there, then it’s good for their business. That’s what we found, even though what kids are getting really hasn’t changed.”

Since 2013, the four largest fast food restaurant chains have introduced policies to offer healthier drinks and sides with their kids’ meals, Harris said. To see whether these policies have made a difference, the Rudd Center conducted an online survey with approximately 800 parents regarding lunch or dinner purchases at one of the big four chains.

The Rudd survey, published in early fall of this year, found that 74 percent of children still receive unhealthy drinks or side items with their children’s meals when they eat fast food:

- Only 6 out of 10 parents who purchased a kids’ meal received a healthier drink such as low-fat milk or fruit juice, indicating no change between 2010 and 2016.
- Two-thirds of parents chose a healthier drink for a preschool-age child (2-5), on average, but only half chose a healthier drink for an older child (6-11).
- Half of parents received a healthier side with a kids’ meal in 2016, such as yogurt or apple slices. However, 6 out of 10 received an unhealthy side like french fries or chips, since some restaurants now offer two sides with kids’ meals.

However, the healthy-option policies of the four largest fast food restaurant chains have made a difference in one critical way. Nearly all of the parents said they plan to purchase fast food for their child more often because of restaurants’ healthier kids’ meal policies, researchers found. “When you ask parents about that, they think it’s great that kids’ meals are healthier now,” Harris said. “But there really hasn’t been any change.”

About one-third of parents didn't even bother with a kids' meal for their children. They purchased regular menu items, which include adult-sized portions and tend to be less nutritious than children's meal items.

The Rudd Center argues that policymakers should follow the lead of communities in California, Colorado, Kentucky and Maryland, where laws or regulations have been adopted to require that all restaurants automatically provide healthy drinks and sides with children's meals.

The Rudd Center's position is that restaurants can help by promoting healthier choices and discontinuing the practice of offering unhealthy sides alongside healthier sides. Moreover, parents also need to step up, indicated registered dietitian nutritionist Malina Linkas Malkani, a spokeswoman for the Academy of Nutrition and Dietetics.

"Until there is more widely enacted legislation that requires the restaurants to automatically offer these healthy choices, the responsibility falls pretty squarely on parents and caregivers to make the healthier choices and to teach their children how to make those choices for themselves," Malkani said. Foods heavy in added sugars, sodium, and saturated fat should be avoided.

Parents should teach kids to avoid foods heavy in added sugars, sodium and saturated fat, Malkani said. They also should promote foods rich in protein, calcium, vitamin D, iron, healthy fats and vitamin C.

Source: "Fast Foods' Healthier Options Might Not Help Kids Eat Better," by Dennis Thompson, *Health Day News*, September 27, 2018.

Additional Sources: Jennifer Harris, Ph.D., M.B.A., director, marketing initiatives, University of Connecticut Rudd Center for Food Policy and Obesity, Hartford; Malina Linkas Malkani, R.D.N., C.D.N., spokeswoman, Academy of Nutrition and Dietetics; Sept. 27, 2018, survey, Rudd Center for Food Policy and Obesity.

Policy Implications: This survey points to the need for parents to act responsibly. In addition, children must, through the instruction provided in schools, learn about what constitutes good nutrition in order to make appropriate choices when frequenting fast food restaurants.

Each local educational agency that participates in the National School Lunch Program or other federal Child Nutrition programs has been required by federal law to establish a local school wellness policy. A local school wellness policy ("wellness policy") is a written document that guides a school district's efforts to establish a school environment that promotes students' health, well-being, and ability to learn.

The wellness policy requirement was established by the Child Nutrition and Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Reauthorization Act of 2004 and further strengthened by the Healthy, Hunger-Free Kids Act of 2010 (HHFKA).

Local wellness policies are an important tool for parents, local educational agencies (LEAs) and school districts in promoting student wellness, preventing and reducing childhood obesity, and providing assurance that school meal nutrition guidelines meet the minimum federal school meal standards.

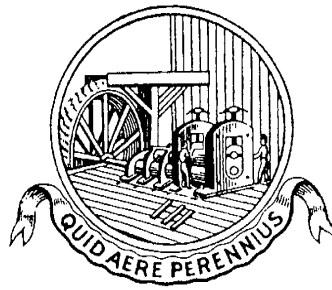
Policy #6142.101, "School Nutrition and Physical Activity (School Wellness)," is a mandated policy for inclusion in a district's policy manual

The CAFE Policy Department developed its models with the assistance of members of the Rudd Center for Food Policy and Obesity, the American Heart Association and the State Department of Education. It is available in the Core Manual on CAFE's website and also by request.

Food for Thought:

"Empathy is at the core of everything that makes a school caring, a teacher responsive, and a society civilized."

Source: "Nine Competencies for Teaching Empathy" by Michele Borba, *Educational Leadership*, October 2018.



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

November 28, 2018

Migdalia Monserrate Velazquez
110 Chambers St.
Waterbury, CT 06708

Dear Ms. Monserrate Velazquez:

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 #2019346) 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.

We have scheduled your orientation for Thursday, December 6, 2018 at 9:00 a.m. in the Department of Human Resources, Chase Municipal Building, 236 Grand Street, 2nd 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.

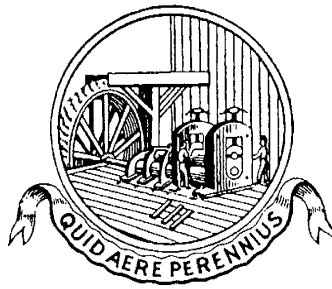
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resource Generalist

CSF/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

November 28, 2018

Senay Onur
72-6 Stonefield Dr.
Waterbury, CT 06705

Dear Ms. Onur:

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 #2019341) 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.

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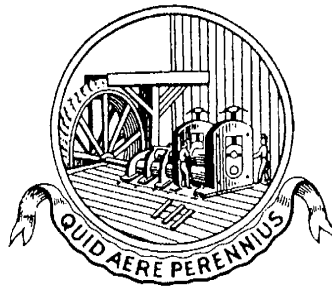
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resource Generalist

CSF/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

November 29, 2018

Beddie Daniels
54 Murray St., Apt. 1A
Waterbury, CT 06710

Dear Ms. Daniels:

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 #2019347) at \$10.66 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.

We have scheduled your orientation for Thursday, December 6, 2018 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, Room 202, 2nd 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 December 7, 2018 at your regular scheduled time.

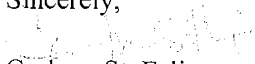
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet 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.

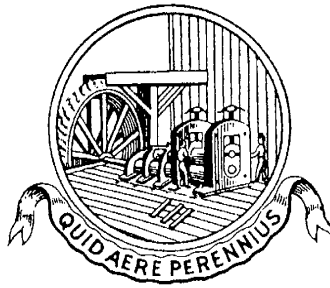
Again, welcome to the City of Waterbury.

Sincerely,


Carlyne St. Felix
Human Resources Generalist

CSF/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

November 29, 2018

Marion Mendez
139 Hill St., 1st Fl.
Waterbury, CT 06704

Dear Ms. Mendez:

We are pleased to receive your acceptance of our offer of employment for the position of Lunchroom Aide @ Reed Elementary School for the Department of Education – Food Service (Requisition #2019348) at \$10.66 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.

We have scheduled your orientation for Thursday, December 6, 2018 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, Room 202, 2nd 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 December 7, 2018 at your regular scheduled time.

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We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resources Generalist

CSF/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
File