



MEMORANDUM

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

**DATE:** December 5, 2017

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

**SUBJECT:** Notice of Committee Meetings – Thursday, December 7, 2017,  
5:30 p.m., Tinker School, Waterbury, CT  
Notice of Special Meeting – Thursday, December 7, 2017, 7:15 p.m.,  
Tinker School, Waterbury, CT  
Notice of Regular Meeting – Thursday, December 21, 2017,  
6:30 p.m., Waterbury Arts Magnet School, Atrium

The Committees of the Board of Education will meet on Thursday, December 7, 2017, 5:30 p.m., Tinker School, Gymnasium, 809 Highland Avenue, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

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

PUBLIC SPEAKING

- 2. Committee of the Whole/25 minutes ~ Presentation: Superintendent of Schools Request for Proposal #5964 (no backup)– Scott Morgan.
- 3. Committee on Finance/5 minutes: Request approval for Maloney Magnet School to apply for the Japanese Language Education Assistants Program (J-LEAP) – Kazumi Yamashita-Iverson.
- 4. Committee on Finance/5 minutes: Monthly Expenditure Report for October 2017 – D. Biolo.
- 5. Committee on Finance/5 minutes: Request approval of the Title IV Student Support and Academic Enhancement Grant – L. Riddick Barron.
- 6. Committee on Finance/5 minutes: Request approval of a contract with Northwest Regional Workforce Investment Board, Inc. for the Workforce Innovation Opportunity Act (WIOA) Waterbury Pre-apprenticeship Program – D. Schwartz.
- 7. Committee on Finance/5 minutes: Request approval of an Agreement with All About You Collaborative Health Care Services, LLC to provide nursing services to students per their IEP – M. Baldwin.
- 8. Committee on Finance/5 minutes: Request approval of Amendment to the Agreement with Charles F. Hayden School at Boys & Girls Village, Inc. for out-of-district student placements as required by their IEP – M. Baldwin.

9. Committee on Finance/5 minutes: Request approval of Amendment to the Agreement with The Gengras Center at University of St. Joseph for out-of-district student placements as required by their IEP – M. Baldwin.
10. Committee on Finance/5 minutes: Request approval of Amendment to the Agreement with The Children’s Center of Hamden, Whitney Hall School for out-of-district student placements as required by their IEP – M. Baldwin.
11. Committee on Finance/5 minutes: Request approval of Amendment to the Professional Services Agreement with Evergreen Center for out-of-district student placements as required by their IEP – M. Baldwin.
12. Committee on Whole/5 minutes: Request approval of a Student Intern Affiliation Agreement, at no cost, with Quinnipiac University to provide School Psychologist Student Internships – M. Baldwin.
13. Committee on School Facilities & Grounds/2 minutes ~ Use of school facilities by school organizations and/or City departments.
14. Committee on School Facilities & Grounds/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests.
15. Superintendent’s Notification to the Board/5 minutes:
  - a. Athletic appointments effective immediately:  
 Doyle, Jessica – Unified Sports Coach, KHS.  
 Feliz, Ashley – Cheerleading Coach, NEMS.  
 Fengler, Kelly – JV Girls Basketball Coach, WHS.  
 Hagley, Katlyn – Assistant Indoor Track Coach, KHS.  
 Mauro, Jennifer – Head Cheerleading Coach, WHS.  
 O’Brien, Nicholas – Head Indoor Track Coach, KHS.  
 Patrick, Kenneth – Head Golf Coach, WHS.
  - b. Grant funded appointments effective immediately:  
 Augelli, Roxanne – Hurricane Relief Coordinator, part-time/temporary, \$250 p/day, funded by Title I and Impact Aide Grants.  
 Barbieri, Stephen – Grant Facilitator, Adult Education, salary and benefits governed by UPSEU Local 424-Unit 69 collective bargaining agreement, funded by Adult Education Grant.  
 Coles, Antonio – Hall Duty Monitor, \$94 p/day, non-union and without benefits, funded by Title I.  
 Iaiennaro, Michael – Custodial Aide, part-time, \$11 p/hour, non-union and without benefits, funded by Adult Education Grant.  
 Iannucci, Donald – Teacher, STEM After-school Program, WCA.  
 Lestage, Jacqueline – Teacher, STEM After-school Program, WCS.  
 Morrissey, Mary Jane – Title I Tutor, Non-public Schools, 15 hours p/week at \$32 p/hour, non-union and without benefits.  
 Violette, Wayne – Security Aide, part-time, \$20 p/hour, non-union and without benefits, funded by Adult Education Grant.
  - c. Teacher transfers:  
 Higgins, Lisa – from WHS Special Education, to Special Education Team Leader, effective 11/9/17.
  - d. Teacher hires:

Name		Assignment		Effective
Colello	Jennifer	Bucks Hill	School Psych.	12/4/2017
Denu	Reese	WCA	Spanish	8/31/2017
Francisco	Joseph	NEMS	Science Gr. 6	10/13/2017
LeDay	Jennifer	Bucks Hill	Gr. 2	8/28/2017

Meera	Usha	WMS	Science	10/23/17
Nowak	Carolyn	WMS	Special Ed	11/11/17
Phillips	Emily	NEMS	Science	09/28/17
Rizk	Lyndsey	Hopeville	Gr. 1	10/17/2017
Thompson	Ainsworth	Wallace	Math	11/16/2017

- e. Retirements:  
Boccuzzi, Susan – RMS kindergarten, effective 01/10/18.
- f. Resignations:  
Smith, Matthew – Sprague grade 5, effective 11/17/17.  
Whitney, Megan – WCA Biology, effective 12/01/17.

**EXECUTIVE SESSION**

**ADJOURNMENT**

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education

# B.W. Tinker School





# i-Ready

- **i-Ready** is proven to predict student performance on state assessments. ... A single K–12 adaptive Diagnostic for reading and mathematics that pinpoints student needs down to the sub-skill level, and ongoing progress monitoring shows whether students are on track to achieve end-of-year targets.

# Student Growth by Grade and Class

## 2016-2017



### Student Growth by Grade and Class Report

Academic year: 2016-2017  
Subject: Math

Show: Window 1 - 08/29/2016 - 10/07/2016  
Compare: Window 3 - 05/03/2017 - 05/31/2017

Use this report to view student growth relative to end-of-year Growth Targets and see if they are performing On/Above Grade Level.

### School Summary

School	Progress Towards Targeted Growth (Average Across All Students)	Average Scale Score Gain	Average Scale Score Gain Required to Achieve Target	% Students who Achieved Target	% Students On or Above Grade Level	Number of Students in Summary	Number of Students in School
	Target 100%						
B W TINKER ELEMENTARY SCHOOL	118%	+28	24	61%	27%	405	420

### School Detail by Grade

Grade	Progress Towards Targeted Growth (Average Across All Students)	Average Scale Score Gain	Average Scale Score Gain Required to Achieve Target	% Students who Achieved Target	% Students On or Above Grade Level	Number of Students in Summary	Number of Students in Grade
	Target 100%						
Grade 2	138%	+37	27	76%	27%	96	99
Grade 3	107%	+29	27	56%	17%	90	97
Grade 4	129%	+28	22	66%	46%	109	111
Grade 5	100%	+20	20	48%	17%	110	113

# Intervention Screener

- This report is used to review school wide Diagnostic Assessment results by performance tiers for RTI.

# Intervention Screener BOY

## 2016-2017



### Intervention Screener Report

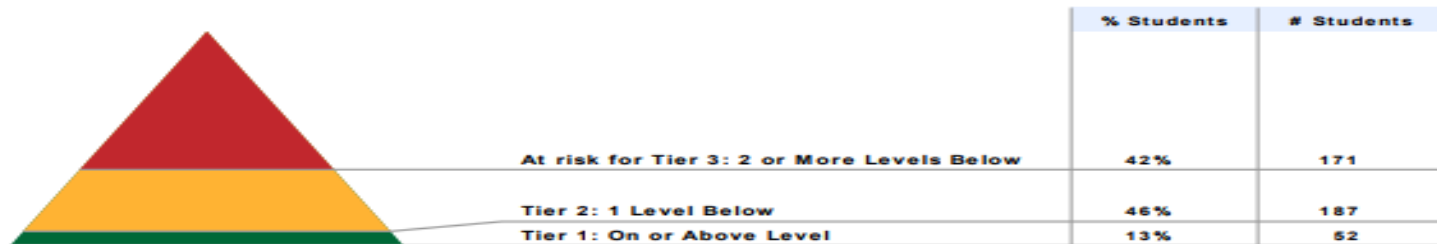
Academic year: 2016-2017  
Subject: Math

Define "On Level": Standard View  
Show: Window 1 - 08/29/2016 - 10/07/2016

Use this report to review school-wide Diagnostic Assessment results by performance tiers for RTI.

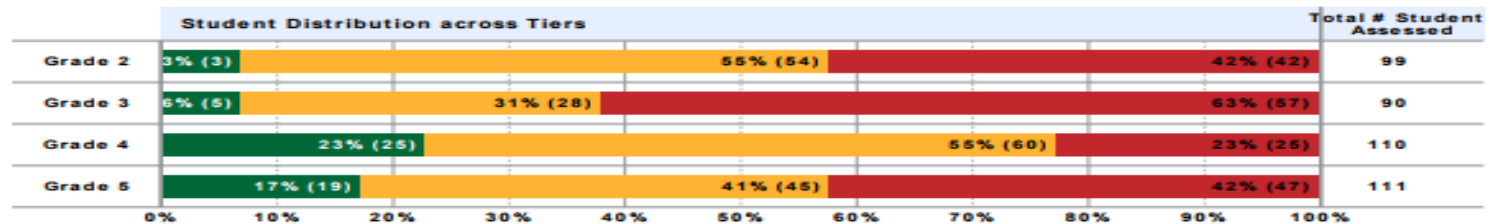
### School Summary

410 out of 421 Students Tested



### Detail by Grade

■ Tier 1: On or Above Level ■ Tier 2: 1 Level Below ■ At risk for Tier 3: 2 or More Levels Below



# Intervention Screener EOY 2016-2017



## Intervention Screener Report

Academic year: 2016-2017  
Subject: Math

Define "On Level": Standard View  
Show: Window 3 - 05/03/2017 - 05/31/2017

Use this report to review school-wide Diagnostic Assessment results by performance tiers for RTI.

### School Summary

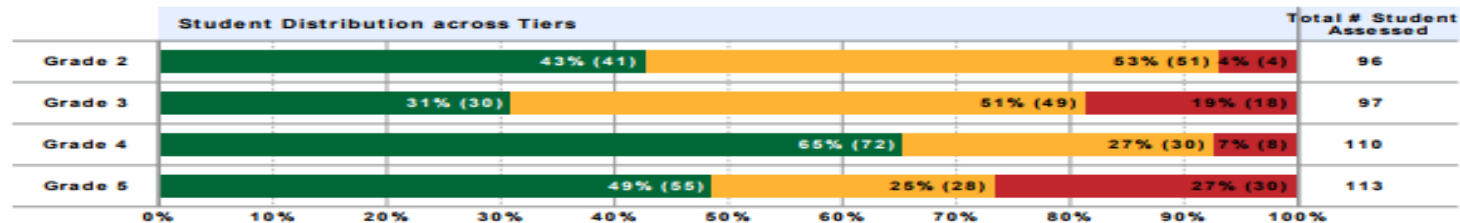
416 out of 421 Students Tested



	% Students	# Students
At risk for Tier 3: 2 or More Levels Below	14%	60
Tier 2: 1 Level Below	38%	158
Tier 1: On or Above Level	48%	198

### Detail by Grade

■ Tier 1: On or Above Level
 ■ Tier 2: 1 Level Below
 ■ At risk for Tier 3: 2 or More Levels Below



## Student Growth based on Performance Tiers BOY - EOY

- Tier 1 (on or above grade level)
  - BOY 13% = 52 students    EOY 48% = 198 students
- Tier 2 (1 level below grade level)
  - BOY 46% = 187    EOY 38% = 158
- Tier 3 (2 or more grade levels below grade level)
  - BOY 42% = 171 students    EOY 14% = 60 students

# The Four i-Ready Domains

- **Number and Operations**
  - Encompass base ten value concepts for whole numbers and decimals and computation algorithms based on place value.
- **Algebra and Algebraic Thinking**
  - Encompasses the understanding the meaning of operations, then choosing the correct operation and writing an equation to solve problems.

# The Four i-Ready Domains

- **Measurement and Data**
- Basic measurement concepts as well as, knowing both customary and metric units for time, money, length, area, volume, weight and mass, and capacity. It also entails creating and interpreting a variety of graphs and data tables.
- **Geometry**
- The understanding of attributes of two- and three-dimensional figures, relationships between figures, and related vocabulary.

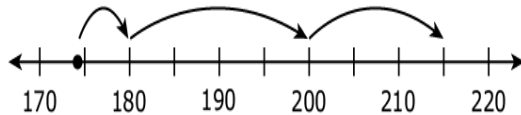


# Number and Operations

## Sample Question Grade 3

A sports club has 215 baseball players and 174 soccer players.

Amir wants to know how many more baseball players there are than soccer players. The number line shows a way to subtract by adding on.



Which number sentence matches the number line and solves the problem?

- ☐  $10 + 20 + 15 = 45$  more baseball players
- ☐  $1 + 20 + 15 = 36$  more baseball players
- ☐  $6 + 10 + 15 = 31$  more baseball players
- ☐  $6 + 20 + 15 = 41$  more baseball players

More soccer players join the sports club.

When you add the number of new soccer players to 174, the sum of the digits in the ones place is less than the digit in the ones place in 174.

How many new soccer players could there be? Choose **all** that are correct.

- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7

# Algebra and Algebraic Thinking

## Sample Question Grade 3

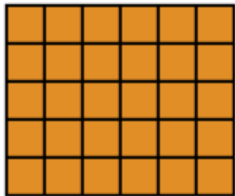
Which problem can be solved by finding  $5 \times 6$ ? Choose **all** that are correct.

- ☐ There are 6 balls in each bag. How many balls are in 5 bags?
- ☐ Olivia has 5 beads. She buys 6 more beads. How many beads does Olivia have now?
- ☐ Ryan earns \$6 each week walking a dog. How much money does Ryan earn in 5 weeks?
- ☐ Jorge has 6 stickers. He gives 5 stickers to Molly. How many stickers does Jorge have left?
- ☐ There are 5 tables. There are 6 books on each table. How many books are there in all?

# Measurement and Data

## Sample Question Grade 3

Mrs. Rodriguez finds the area of this rectangle. Each unit square is 1 square unit.



Alex has another rectangle with the same area but different side lengths. What is a possible length and width for Alex's rectangle?


Enter your answer in the boxes.

Length:  units

Width:  units

# Geometry

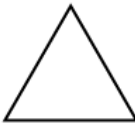
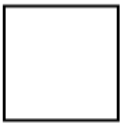

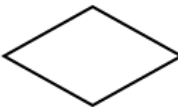
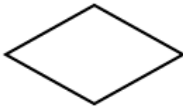



## Sample Question Grade 3

 Ruler

Luke compared two shapes. The table shows how the shapes are alike and how they are different.

Alike	Different
<ul style="list-style-type: none"><li>• Both shapes have all sides the same length.</li><li>• Both shapes have 4 angles.</li></ul>	<ul style="list-style-type: none"><li>• Only one shape has all square corners.</li></ul>

Which shapes did Luke compare?

- ☐  
- ☐  
- ☐  
- ☐  

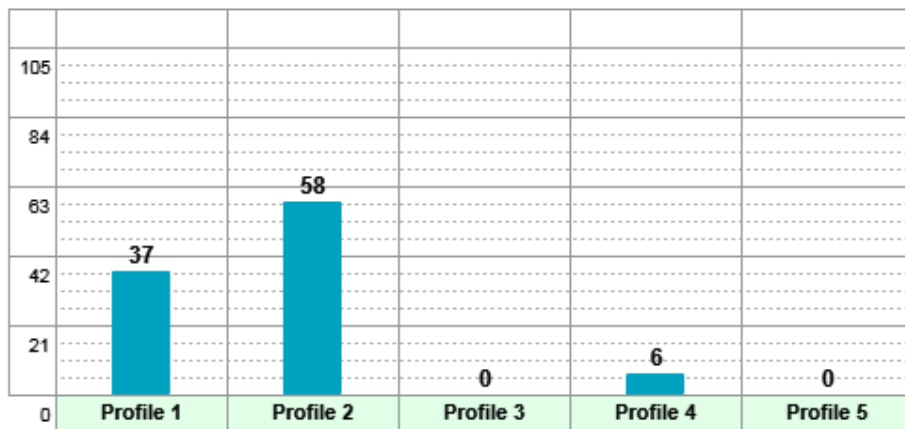
# Instructional Grouping Profile

- Teachers utilize this report to view their class instructional grouping profiles and priorities.
- It can be used for targeted intervention.

# Instructional Grouping Profile

## Profile Overview ?

101 out of 104 Students Tested in Window 1 (2-5) (09/11/2017 - 10/13/2017)



Profile 1	Below level in Numbers and Operations or Algebra and Algebraic Thinking	Two or more grades below level in Number and Operations or Algebra and Algebraic Thinking
Profile 2	Below level in Numbers and Operations or Algebra and Algebraic Thinking	One grade below level in Numbers and Operations or Algebra and Algebraic Thinking
Profile 3	On or above level in Numbers and Operations and Algebra and Algebraic Thinking	Two or more grades below level in Geometry or Measurement and Data
Profile 4		One grade below level in Geometry or Measurement and Data
Profile 5		On or above level in all domains

# Number Talk Testimonial

- <https://drive.google.com/file/d/0B9cy6IJ-KjW8X2dJZjE3c1dSOUE/view>



**City of Waterbury  
Superintendent of Schools  
Request for Proposal #5964**

**BOE Meeting  
Tinker E.S.  
December 7, 2017**



# Purpose

This City of Waterbury, Department of Human Resources is seeking a qualified consultant to conduct a national search for the position of Superintendent of Schools.

# Goal

To cast a wide net and recruit a large number of highly qualified and diverse candidates who possess the leadership skills and abilities to deliver high quality education for a multi-cultural urban community and student population.

The Waterbury Public Schools enjoys a reputation for excellence and has strong support from the community.

Our 32 schools has a current student enrollment of 18,901 students and consists of 20 elementary schools (K-5); 4 pre K-8; 4 middle schools (6-8); and 5 comprehensive high school programs (9-12).

In addition, we have 1 Inter-District Arts Magnet middle/high school (6-12).

Our District also offers pre-k and alternative school programs.

The student population is diverse and consists of:

18%	Caucasian
22.5%	African American
54%	Hispanic
5.5%	other nationalities

## Request for Proposal #5938 (4 weeks)

Date Opened: July 21, 2017

Date Closed: August 24, 2017

# of Proposals: 2

ATS, Ray

## Request for Proposal #5964 (6 weeks)

Date Opened: September 5, 2017

Date Closed: October 26, 2017

# of Proposals: 4

CABE, CES, HYA & Ray

# Review Committee

- 1. Elizabeth Brown, BOE**
- 2. Robert Brenker, Director of Personnel, BOE**
- 3. Jahana Hayes, Talent & Professional Development Supervisor, BOE**
- 4. Scott Morgan, HR Director, Civil Service**
- 5. Cherrie Lamb, Sr. HR Generalist, Civil Service**

# Assessment Criteria

1. Year of experience
2. Business scope
3. Supt. recruitment experience - All
4. Supt. recruitment experience - CT
5. Key Associates
6. RFP Presentation
7. CT presence
8. Large Urban District Size
9. Other:
  - Negative legal disclosures
  - Other positive factors

## Evaluation Results - - Superintendent of Schools, RFP #5938

	Connecticut Association of Boards of Education (CABE) Wethersfield CT	Cooperative Educational Services (CES)  Trumbull CT	Hazard, Young Attea & Assoc.  Schaumburg IL Jersey City NJ	Ray & Associates  Cedar Rapid IA Lakewood NJ
Evaluator #1	22	24	26	31
Evaluator #2	12	20	24	33
Evaluator #3	23	26	25	27
Evaluator #4	24	27	27	33
Average	20.25	24.25	25.5	31
Consulting Fee	\$18,000*	\$24,400*	\$29,000*	\$29,500*

\*Estimated additional costs for advertising, travel costs for out-of-state finalists and oral panel exam = \$12,500

# Recommendation

- Ray & Associates, Inc.
  - 42 years experience
  - Affiliation with National School Boards Assn. (NSBA) and American Assn. of School Administrators (AASA)
  - Impressive listing of key associates
  - Extensive large urban experience
  - Extensive list of School Superintendent Searches:

AK & HI

Bridgeport CT

Baltimore MD

CA

Greenwich CT

Cincinnati OH

D.C.

Hartford CT

Detroit MI

FL

Fort Worth TX

NH

Kansas City MO

WA

Phoenix AZ



# Estimated Timeline

- 12/07 BOE Workshop Session
- 12/11-15 Award bid and telecom with Vendor
- 12/18-1/10 Conduct job analysis
- 01/10-12 Finalize job specification & salary survey

## Special BOE and Civil Service meetings

- 1/15-2/7 Post vacancy announcement
- 2/8-2/15 Appeal period
- 2/26-3/2 Oral Panel examination
- 3/5-3/9 Score & set list – submit 5 names to BOE
- 3/12-3/16 BOE interviews and selects

# Vendor Follow-Up

- Subsequent to a final selection and as part of the RFP, the vendor will conduct a self-assessment with the Board focusing on future planning.
- The vendor will also conduct an additional survey approximately six (6) months after the new Superintendent begins and every year thereafter as long as the Superintendent is in tenure to assist with teambuilding.

Dear Board:

We would like to request a permission to apply for the Japanese Language Education Assistants Program (J-LEAP) which is administrated by the Japan Foundation and The Laurasian Institution. The Japan Foundation provides full founding and The Laurasian Institution sponsors the visa for the assistants.

The Japanese Language and Culture (JLC) Program at Maloney Interdistric Magnet School has started in 1994. In the past, three Japanese assistants were sent to our program by Japanese Language Exchange (JALEX) Program which was founded by both American and Japanese government. One of the current teachers, Kazumi Yamashita-Iverson, is a former JALEX assistant. Yamashita-Iverson has accepted for the J-LEAP program from 2012-2017 and served as a lead teacher for three J-LEAP assistants.

J-LEAP is modeled by the JALEX program which was canceled in year 2002. There are many benefits of participating in the program along with some responsibilities.

The followings are the benefits of J-LEAP:

- 1) Having another Japanese native speaker gives students more opportunity to interact with a native Japanese speaker and listen to authentic conversation in the class and outside.
- 2) The TA's compensation is subsidized by the Japan Foundation.
- 3) The TA's necessary process such as acquiring visa is taken care of by The Laurasian Institution.
- 4) The TA is highly qualified; hold a Bachelor's degree or higher in Japanese Language education or minor or Japanese language teaching competency certification, or have completed a 420-hour professional development program for teacher of Japanese language.
- 5) The TA stays for our program at least one year, possibly two.
- 6) A modest grant will be provided to the TAs and the host schools to enable the purchase of teaching materials and support activities.

The followings are the responsibilities of the host schools according to J-LEAP Prospectus:

- 1) Sign a contract with The Laurasian Institution agreeing to the terms and conditions of J-LEAP.
- 2) Assign an assistant position to the TA. Responsibilities may include: assisting teachers of Japanese language for 15 hours/week of student contact hours. TAs may also be expected to take part in developing curricula and programming, creating teaching materials, grading, and planning cultural enrichment activities. Working more than 40 hours/week should not become the norm.
- 3) Provide a host family with whom the TA will live until November 30, 2018. After this period has expired, the TA and host family may continue the homestay experience, if mutually agreeable. If the TA prefers other living arrangements, such arrangements are the responsibility of the TA.
- 4) Assign a supervisor to the TA who will support him/her with professional matters at work and also to help him/her adjust the community.
- 5) Send the supervisor to Arrival Training with the TA at the end of July. The supervisor's travel expenses will be covered by the Japan Foundation.
- 6) Verify the organization's intent to continue the Japanese Program beyond the TA's 2-year term.

7) Provide the working space in the classroom or department office and a parking space at no cost.

For the responsibility number 3, we will find a host family for the TA. We will ask students' families and school staff if they are interested in hosting the TA.

Supervisor for the TA will be Kanako Itano-Malstrom. She will attend the training in the summer. Along with Itano-Malstrom, Kazumi Yamashita-Iverson will provide the support she/he may need.

J-LEAP is a great opportunity to improve our program and to benefit students' learning. It is also a great opportunity for us to help nurturing a future Japanese teacher.

Thank you for your time.

Best Regards,

Kazumi Yamashita-Iverson

Kanako Itano-Malstrom

Japanese Language Teachers

Maloney Interdistrict Magnet School

# ***Board of Education***

## **Monthly Expenditure Report**

**October 2017**

ACCOUNT	CLASSIFICATION	FY 18 ORIGINAL BUDGET	FY 18 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Salaries</b>								
511101	Administrators	\$8,068,814	\$8,068,814	\$2,495,495	\$0	\$5,573,319	\$8,068,814	\$0
511102	Teachers	\$73,999,242	\$73,999,242	\$15,453,751	\$0	\$58,545,491	\$74,249,242	(\$250,000)
511104	Superintendent	\$228,220	\$228,220	\$70,222	\$0	\$157,998	\$228,220	\$0
511106	Early Incentive Certified	\$1,323,649	\$1,323,649	\$991,231	\$0	\$332,418	\$1,323,649	\$0
511107	Certified Coaches	\$685,000	\$685,000	\$3,305	\$0	\$681,695	\$685,000	\$0
511108	School Psychologists	\$1,782,033	\$1,782,033	\$324,232	\$0	\$1,457,801	\$1,782,033	\$0
511109	School Social Workers	\$1,932,753	\$1,932,753	\$386,754	\$0	\$1,545,999	\$1,932,753	\$0
511110	Speech Pathologists	\$2,269,315	\$2,269,315	\$440,004	\$0	\$1,829,311	\$2,269,315	\$0
511113	Extra Compensatory Stipend	\$85,000	\$85,000	\$0	\$0	\$85,000	\$85,000	\$0
511201	Non-Certified Salaries	\$2,136,138	\$2,136,138	\$934,931	\$0	\$1,201,207	\$2,136,138	\$0
511202	Clerical Wages	\$795,692	\$795,692	\$294,890	\$0	\$500,802	\$795,692	\$0
511204	Crossing Guards	\$386,099	\$386,099	\$83,593	\$0	\$302,506	\$386,099	\$0
511206	Educational	\$260,000	\$260,000	\$62,735	\$0	\$197,265	\$260,000	\$0
511212	Substitute Teachers	\$2,945,000	\$2,945,000	\$485,083	\$51,546	\$2,408,371	\$2,945,000	\$0
511215	Cafeteria Aides	\$80,000	\$80,000	\$24,997	\$0	\$55,003	\$80,000	\$0
511216	Library Pages	\$144,404	\$144,404	\$25,361	\$0	\$119,043	\$144,404	\$0
511217	Library Aides	\$169,950	\$169,950	\$33,972	\$0	\$135,978	\$169,950	\$0
511219	School Clerical	\$1,877,086	\$1,877,086	\$425,108	\$0	\$1,451,978	\$1,877,086	\$0
511220	Fiscal Administration	\$526,765	\$526,765	\$120,266	\$0	\$406,499	\$526,765	\$0
511222	Transportation Coordinator	\$99,058	\$99,058	\$29,717	\$0	\$69,341	\$99,058	\$0
511223	Office Aides	\$140,000	\$140,000	\$33,788	\$0	\$106,212	\$140,000	\$0
511225	School Maintenance Non-Certified	\$2,224,269	\$2,224,269	\$649,036	\$0	\$1,575,233	\$2,224,269	\$0
511226	Custodians Non-Certified	\$5,396,229	\$5,396,229	\$1,506,235	\$0	\$3,889,994	\$5,396,229	\$0
511227	Overtime - Outside Activities	\$200,000	\$200,000	\$38,783	\$0	\$161,217	\$200,000	\$0
511228	Paraprofessionals	\$10,252,396	\$10,252,396	\$1,946,485	\$0	\$8,305,911	\$10,252,396	\$0
511229	Bus Duty	\$250,000	\$250,000	\$400	\$0	\$249,600	\$250,000	\$0
511232	Attendance Counselors	\$328,928	\$328,928	\$56,524	\$0	\$272,404	\$328,928	\$0
511233	ABA Behavioral Therapist	\$1,628,349	\$1,628,349	\$424,267	\$0	\$1,204,082	\$1,628,349	\$0
511234	Interpreters	\$138,511	\$138,511	\$25,100	\$0	\$113,411	\$138,511	\$0
511650	Overtime	\$740,000	\$740,000	\$211,239	\$0	\$528,761	\$740,000	\$0
511653	Longevity	\$25,200	\$25,200	\$955	\$0	\$24,245	\$25,200	\$0
511700	Extra Police Protection	\$500,516	\$500,516	\$0	\$0	\$500,516	\$500,516	\$0
529001	Car Allowance	\$81,000	\$81,000	\$20,234	\$0	\$60,766	\$81,000	\$0
529003	Meal Allowances	\$9,000	\$9,000	\$3,596	\$0	\$5,404	\$9,000	\$0
<b>Subtotal Salaries</b>		<b>\$121,708,616</b>	<b>\$121,708,616</b>	<b>\$27,602,289</b>	<b>\$51,546</b>	<b>\$94,054,782</b>	<b>\$121,958,616</b>	<b>(\$250,000)</b>



ACCOUNT	CLASSIFICATION	FY 18 ORIGINAL BUDGET	FY 18 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Purchased Services</b>								
533009	Evaluation	\$55,000	\$55,000	\$2,702	\$96	\$52,203	\$55,000	\$0
533020	Consulting Services	\$371,935	\$371,935	\$97,875	\$187,719	\$86,342	\$371,935	\$0
533100	Auditing	\$54,000	\$54,000	\$0	\$0	\$54,000	\$54,000	\$0
539005	Sporting Officials	\$35,000	\$35,000	\$3,026	\$0	\$31,974	\$35,000	\$0
539007	Report Cards	\$18,000	\$18,000	\$0	\$0	\$18,000	\$18,000	\$0
539008	Messenger Service	\$27,280	\$27,280	\$7,132	\$20,088	\$60	\$27,280	\$0
543000	General Repairs & Maintenance	\$1,515,000	\$1,515,000	\$259,741	\$430,582	\$824,677	\$1,515,000	\$0
543011	Maintenance - Service Contracts	\$522,844	\$522,844	\$99,489	\$214,652	\$208,702	\$522,844	\$0
544002	Building Rental	\$557,278	\$557,278	\$318,636	\$152,647	\$85,995	\$557,278	\$0
545002	Water	\$240,000	\$240,000	\$40,952	\$0	\$199,048	\$240,000	\$0
545006	Electricity	\$3,309,855	\$3,309,855	\$707,732	\$0	\$2,602,123	\$3,309,855	\$0
545012	Inspections - Lead/Asbestos	\$10,000	\$10,000	\$1,435	\$2,500	\$6,065	\$10,000	\$0
545013	Security/Safety	\$102,500	\$102,500	\$14,161	\$36,371	\$51,968	\$102,500	\$0
551000	Pupil Transportation	\$13,930,521	\$13,930,521	\$2,362,946	\$11,446,095	\$121,480	\$13,930,521	\$0
553001	Postage	\$70,000	\$70,000	\$19,455	\$0	\$50,545	\$70,000	\$0
553002	Telephone	\$150,000	\$150,000	\$21,772	\$6,091	\$122,137	\$150,000	\$0
553005	Wide-area Network (SBC)	\$87,600	\$87,600	\$11,093	\$0	\$76,508	\$87,600	\$0
556055	Tuition - Outside	\$7,451,277	\$7,451,277	\$553,258	\$5,856,368	\$1,041,651	\$7,451,277	\$0
556056	Purchased Service - Outside	\$2,501,537	\$2,501,537	\$240,796	\$2,286,466	(\$25,725)	\$2,501,537	\$0
557000	Tuition Reimbursement	\$6,000	\$6,000	\$0	\$0	\$6,000	\$6,000	\$0
558000	Travel Expenses	\$18,000	\$18,000	(\$713)	\$4,702	\$14,011	\$18,000	\$0
559001	Advertising	\$30,000	\$30,000	(\$190)	\$0	\$30,190	\$30,000	\$0
559002	Printing & Binding	\$70,000	\$70,000	\$0	\$2,290	\$67,710	\$70,000	\$0
559104	Insurance - Athletics	\$19,000	\$19,000	\$18,906	\$0	\$94	\$19,000	\$0
<b>Subtotal Purchased Services</b>		<b>\$31,152,627</b>	<b>\$31,152,627</b>	<b>\$4,780,204</b>	<b>\$20,646,667</b>	<b>\$5,725,756</b>	<b>\$31,152,627</b>	<b>\$0</b>
<b>Supplies/Materials</b>								
561100	Instructional Supplies	\$1,860,000	\$1,860,000	\$441,214	\$773,970	\$644,815	\$1,860,000	\$0
561200	Office Supplies	\$71,840	\$71,840	\$14,311	\$23,769	\$33,760	\$71,840	\$0
561204	Emergency/Medical Supplies	\$8,000	\$8,000	\$0	\$3,940	\$4,060	\$8,000	\$0
561210	Intake Center Supplies	\$1,000	\$1,000	\$990	\$0	\$10	\$1,000	\$0
561211	Recruitment Supplies	\$65,000	\$65,000	\$14,778	\$8,207	\$42,016	\$65,000	\$0
561212	Medicaid Supplies	\$17,000	\$17,000	\$61	\$7,516	\$9,422	\$17,000	\$0
561501	Diesel	\$148,395	\$148,395	\$40,101	\$108,289	\$5	\$148,395	\$0
561503	Gasoline	\$64,920	\$64,920	\$7,526	\$4,321	\$53,074	\$64,920	\$0
561505	Natural Gas	\$1,716,000	\$1,716,000	\$159,221	\$0	\$1,556,779	\$1,716,000	\$0
561507	Janitorial Supplies	\$235,000	\$235,000	\$55,285	\$135,465	\$44,250	\$235,000	\$0

ACCOUNT	CLASSIFICATION	FY 18 ORIGINAL BUDGET	FY 18 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
561508	Electrical Supplies	\$190,000	\$55,000	\$15,690	\$2,688	\$36,622	\$55,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$14,582	\$15,127	\$70,292	\$100,000	\$0
561510	Building & Ground Supplies	\$55,000	\$190,000	\$53,696	\$36,702	\$99,602	\$190,000	\$0
561511	Propane	\$309,652	\$309,652	\$106,076	\$199,018	\$4,558	\$309,652	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$36,045	\$3,956	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,500	\$2,500	\$1,315	\$0	\$1,185	\$2,500	\$0
569010	Recreational Supplies	\$20,000	\$20,000	\$2,494	\$2,550	\$14,957	\$20,000	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$55,516	\$54,177	\$20,307	\$130,000	\$0
<b>Subtotal Supplies/Materials</b>		<b>\$5,034,307</b>	<b>\$5,034,307</b>	<b>\$982,855</b>	<b>\$1,411,783</b>	<b>\$2,639,669</b>	<b>\$5,034,307</b>	<b>\$0</b>
<b>Property</b>								
575008	Furniture-Misc.	\$50,000	\$50,000	\$0	\$27,222	\$22,778	\$50,000	\$0
575200	Office Equipment	\$165,000	\$165,000	\$53,082	\$3,145	\$108,773	\$165,000	\$0
575408	Plant Equipment	\$30,000	\$30,000	\$3,484	\$1,986	\$24,530	\$30,000	\$0
<b>Subtotal Property</b>		<b>\$245,000</b>	<b>\$245,000</b>	<b>\$56,566</b>	<b>\$32,354</b>	<b>\$156,080</b>	<b>\$245,000</b>	<b>\$0</b>
<b>Other/Miscellaneous</b>								
589021	Mattatuck Museum	\$13,750	\$13,750	\$0	\$12,891	\$859	\$13,750	\$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	\$104	\$0	\$33,396	\$33,500	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$150	\$0	\$6,850	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$60,000	\$39,675	\$120	\$20,205	\$60,000	\$0
591004	Athletic Revolving Fund	\$90,000	\$90,000	\$52,500	\$17,625	\$19,875	\$90,000	\$0
<b>Total Other/Miscellaneous</b>		<b>\$234,450</b>	<b>\$234,450</b>	<b>\$99,329</b>	<b>\$30,636</b>	<b>\$104,485</b>	<b>\$234,450</b>	<b>\$0</b>
<b>GRAND TOTAL OPERATING BUDGET</b>		<b>\$158,375,000</b>	<b>\$158,375,000</b>	<b>\$33,521,243</b>	<b>\$22,172,986</b>	<b>\$102,680,771</b>	<b>\$158,625,000</b>	<b>(\$250,000)</b>
<b>Other Additional Funding</b>								
	Alliance Non-Reform/Reform	\$11,859,472	\$11,859,472	\$2,356,649	\$0	\$9,502,823	\$11,859,472	\$0
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$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	\$425,000	\$250,000
<b>Total Additional Funding</b>		<b>\$15,484,472</b>	<b>\$15,484,472</b>	<b>\$2,356,649</b>	<b>\$0</b>	<b>\$13,127,823</b>	<b>\$15,234,472</b>	<b>\$250,000</b>
<b>GRAND TOTAL ALL FUNDING</b>		<b>\$173,859,472</b>	<b>\$173,859,472</b>	<b>\$35,877,892</b>	<b>\$22,172,986</b>	<b>\$115,808,594</b>	<b>\$173,859,472</b>	<b>\$0</b>



#5

SUMMARY  
TITLE IV  
STUDENT SUPPORT AND  
ACADEMIC ENHANCEMENT GRANT  
2017 -2018

2017-2018  
\$165,867

Title IV

*All public schools will use allocated funds to continue with the positive behavior support activities and funds will also support for the Wingman program on the secondary level. Support will also be provided to offset the cost for secondary students selected to participate in events. The nine additional School Governance Councils will receive funding for the family and student engagement. The community will receive support to enhance the Upward Bound program at CONNCAP. Private schools will use allocated funds for technology equipment and licenses, safe school initiatives and introduce a curriculum on Social Interaction.*

#6

## CONTRACT SUMMARY PAGE

WIOA CONTRACT  
WIOA-17-009

<b>Contracting Agency</b>	Northwest Regional Workforce Investment Board, Inc. 249 Thomaston Avenue Waterbury, CT 06702		
	<i>Name of entity</i>		
<b>Contracting Agency Contact</b>	Catherine N. Awwad, Executive Director	203-574-6971 x 426	catherine.awwad@nrwib.org
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
<b>Subrecipient</b>	City of Waterbury, Department of Education		FEIN # DUNS #
	<i>Name of entity</i>		<i>FEIN/DUNS Number</i>
<b>Subrecipient Contact</b>	Darren Schwartz	Chief Academic Officer	dschwartz@waterbury.k12.ct.us
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
<b>Program Activity</b>	Workforce Innovation Opportunity Act (WIOA) Waterbury Pre-apprenticeship Program		
	<i>Activity name or classification</i>		
<b>Primary Service Site</b>	236 Grand Street		
	<i>Street Address</i>		
	Waterbury	Ct	06702
	<i>City</i>	<i>State</i>	<i>Zip</i>
<b>Organization Type</b>	<input checked="" type="checkbox"/> Public Agency <input type="checkbox"/> Non-Profit Agency <input type="checkbox"/> For Profit Organization		
	<i>Select one option</i>		
<b>Contract Type</b>	<input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Performance <input type="checkbox"/> Other		
	<i>Select one option</i>		
<b>Funding Source</b>	Workforce Innovation Opportunity Act (WIOA) of 2014 (P.L. 113-128) funds		
	<i>List source of funds</i>		
<b>Contract Period</b>	1/1/2018	6/30/2019	
	<i>Start Date</i>	<i>End Date</i>	
<b>Maximum Funding Amount</b>	\$100,000.00		
	<i>Contract Amount</i>		
<b>CFDA #</b>	17.258/17.278		
	<i>CFDA #</i>		

**WIOA  
PROGRAM YEAR 2017-2018  
STATEMENT OF WORK  
CITY OF WATERBURY, BOARD OF EDUCATION**

NRWIB will design, implement, and administer the Waterbury Pre-apprenticeship Program (the "Program").

**Key Partners.** Waterbury Public Schools (WPS), City of Waterbury, CTDOL, Manufacturing Alliance Service Corp (MASC), and employer sector partnerships. Naugatuck Valley Community College (NVCC) may also be considered as a partner.

NRWIB shall contract with the City of Waterbury, Department of Education to hire a consultant as a full-time Coordinator of Career Development to ensure smooth program delivery, as well as opportunities for growth and expansion. The job description is attached and made part of this contract as Attachment 5. Specific responsibilities will include, but not be limited to:

- Identification and recruitment of students including orientation and information sessions;
- Screening interested students for math and reading competencies, using the Work Keys assessment tool;
- Working with students to develop individual career plans; and
- Orienting students to determine their interest in the National Tooling and Machining Association (NTMA) aptitude assessment.

**Activities and Services.** The Program will provide 40 students with pre-apprenticeship training, certification, and placement in manufacturing apprenticeship programs upon completion. The Program will include a 144-hour curriculum comprised of 72 hours of facilitated ToolingU training and 72 hours of pre-apprenticeship training. The Program will align with the CTDOL Office of Apprenticeship Training (OAT) Guidelines for Pre-apprenticeship (144 hours of related instruction). Pre-apprenticeship training will be preceded by work readiness training, math and reading competency training, and standard assessments and orientations.

The Program will consist of three cohorts of students who demonstrate an interest and aptitude in manufacturing, according to the following composition and timeline.

- Spring 2018: Fifteen (15) 12<sup>th</sup>-grade students from three Waterbury comprehensive high schools. The Program will consist of a 12- to 18-week session.
- Summer 2018: Ten (10) out-of-school students, from Waterbury Adult Education and other referral sources. The Program will consist of a 6-week session.
- Fall 2018: Fifteen (15) 12<sup>th</sup>-grade students from Waterbury high schools including the Enlightenment School (an alternative school). The Program will consist of a 12- to 18-week session.

Participating employers will:

- Be registered with CTDOL OAT as manufacturing apprenticeship sponsors;
- Sponsor on-the-job pre-apprenticeship training; and
- Hire and train as apprentices those who successfully complete the pre-apprenticeship training and who are determined to be an appropriate fit for the employers' job openings.

NRWIB will contract with MASC to facilitate the 72 hours of ToolingU courses and pre-apprenticeship training.

**Leadership.** A management team comprised of a lead representative from each of the following partners will be led by NRWIB's Executive Director: 1) WPS; 2) MASC; 3) CTDOL; and 4) an employer from the Small Manufacturers Association.

**Goals.** The Program goals are to:

1. Establish a talent pipeline for the advanced manufacturing industry through pre-apprenticeship training for Waterbury in-school and out-of-school youth; and
2. Meet local employer needs by involving them in the design and implementation of the Program.

The Program goals will assist the State in meeting all four goals set forth in the State of Connecticut Workforce Innovation and Opportunity Act Unified State Plan 2016 - 2020, as well as WIOA law and regulations. Outcomes. The following outcomes are expected for the Program:

Outcomes	Percent	Number			
		Spring	Summer	Fall	TOTAL
Enrolled in Program	100%	15	10	15	40
Complete 144-hour Program	80%	12	8	12	34
Gain NCRC and Pre Apprenticeship Certification	80%	12	8	12	34
Gain School Credits	80%	12	8	12	34
Employed at Program Completion with Registered Apprenticeship	80%	12	8	12	34

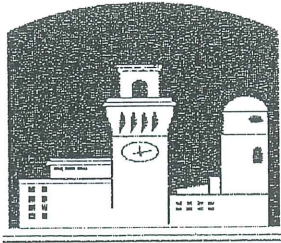
Program and Fiscal reports using forms provided by NRWIB shall be submitted according to the following schedule:

Contract Period	Due Date
January through March 2018	April 10, 2018
April through June 2018	July 10, 2018
July through September 2018	October 10, 2018
October through December 2018	January 10, 2019
January 2019 through March 2019	April 10, 2019
April 2019 through June 2019	July 10, 2019

- A. Payment made by NRWIB to the City of Waterbury, Department of Education under this contract shall not exceed the amount cited under maximum funding on the Face Sheet.
- B. Payment made under this contract is subject to NRWIB review and approval of invoices.



#7



# WATERBURY Public Schools

*Today's Students. Tomorrow's Leaders*

Melissa Baldwin

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

December 4, 2017

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 All About You  
Collaborative Health Services, LLC for nursing services

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with All About You Collaborative Health Care Services, LLC for the provision of nursing services to the Waterbury School District for students with disabilities in the total not to exceed amount of Two Hundred Ten Thousand Seven Hundred Sixty Dollars (\$210,760) for a three year term as follows:

For December 15, 2017 - June 30, 2018, an amount not to exceed  
Thirty-Six Thousand Five Hundred and Twenty Dollars (\$36,520) and ;

For July 1, 2018 - June 30, 2019, an amount not to exceed Eighty-Seven Thousand One Hundred and Twenty Dollars (\$87,120) and ;

For July 1, 2019 - June 30, 2020, an amount not to exceed Eighty-Seven Thousand One Hundred and Twenty Dollars (\$87,120).

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). Section 38.029 (D) states, in pertinent part: "procurement of services... that are necessary for instruction and related services to be provided to individual students with disabilities in accordance with the requirements of the Individuals with Disabilities Education Act ("I.D.E.A.") and their respective regulations ..." are exempt from the competitive bidding process.

Under the I.D.E.A., the Waterbury School District is required to provide services for each student with disabilities according to their Individual Education Plans (I.E.P.s). Nursing services can be part of a student's IEP.

A tax clearance is being obtained and the contract is paid with general funds. All About You Collaborative Health Care Services, LLC has been a vendor for the City and the Department is satisfied with their services.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Melissa Baldwin".

Melissa Baldwin

Encs. Contract  
Tax Clearance

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
and  
ALL ABOUT YOU COLLABORATIVE HEALTH CARE SERVICES, L.L.C.**

**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 All About You Collaborative Health Care Services, L.L.C., a duly registered State of Connecticut limited liability company doing business at 21 Church Street, Second Floor, Naugatuck, CT 06770, hereinafter referred to as the "Contractor".

**WHEREAS**, the City is in need of certain nursing services as more particularly described in the Scope of Services attached hereto and made a part of this Agreement as if fully set forth herein as Schedule "A";

**WHEREAS**, the Contractor is willing to provide said nursing services, as requested by the City, and identified in the students' Individual Education Plan (I.E.P.) and medical instruction or plan as provided by the student's physician, as applicable ;

**NOW THEREFORE**, it is mutually agreed as follows:

**1. Scope of Services**

1.1 The Contractor shall provide all nursing services as identified herein, and as more particularly described in the attached **Schedule "A"**, the Scope of Services, which is made a part of this Agreement as fully set forth herein, for the period of time and hours as specified. 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 as if fully set forth herein, as **Schedule "A"**.

1.3 The Contractor 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.

1.4 The Contractor 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. The Contractor 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 the Contractor's billing.

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

1.7 The Contractor 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 any student.

1.8 The Contractor 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.

**2. Term**

2.1 The term of this Agreement shall be for three years commencing on September 1, 2017 to June 30, 2020 or any part thereof. .

**3. Payment**

3.1 The City shall pay to the Contractor an amount not to exceed, Thirty-Six Thousand Five Hundred Twenty (\$36,520.00) for the 2017-2018 school year (Year 1); Eighty-Seven Thousand One Hundred Twenty (\$87,120.00) for the 2018-2019 school year (Year 2) and Eighty-Seven Thousand One Hundred Twenty (\$87,120.00) for the 2019-2020 school year (Year 3), for services properly rendered and accepted by the City. The Contractor shall provide monthly invoices, detailing hours worked, date of services, and location of services provided. The Contractor shall be paid in accordance with the City of Waterbury's policy and procedures.

**4. Records/Reports**

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. Contractor 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 Contractor will insure that the assigned nurses will adhere to all applicable 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 Contractor 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 the Contractor's sole expense.

**5. Student Data Privacy**

5.1 Contractor 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.



5.2 Contractor 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 the Contractor. Contractor agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

5.3 Contractor 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 the Contractor.

5.4 Contractor 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.

5.5 The Contractor 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 the Contractor upon completion of the services under this Agreement unless the parents, legal guardians, and/or the students have entered into an Agreement with the Contractor regarding the retention of the student's data in an electronic form or database.

**6. Security Breach of Student Information and Data.**

6.1 **Procedure for Notification Regarding Breach or Unauthorized Release of Student Information.** The Contractor 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.

**7. Confidentiality/FERPA.**

7.1 Contractor 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 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.

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

7.3 Contractor 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). 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.

**8. Criminal Background Check and DCF Registry Check.**

8.1 Contractor represents and warrants that it and its employees, staff and nurses, 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 that each records check has not revealed any violations or criminal activities; that the Contractor and its 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

**9. Representation Regarding Qualification**

9.1 Contractor hereby represents that it has verified the validity of all licenses required by the State of Connecticut for all nurses assigned to provide services under this Agreement.

9.2 Contractor hereby represents that all assigned nurses are 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, regarding services to be provided under this Agreement.

9.3 Contractor represents that the nurses provided are licensed and certified to perform the scope of work set forth in this Agreement. Contractor further represents that that the nurses provided have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Contractor shall provide the City with copies of nursing license, certification and resumes.

9.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure, at its own expense, all personnel and nursing staff 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.

9.3.2 The Contractor represents and warrants that it and its employees and nurses, 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 assigned nurses have submitted to a state and national criminal history records check and a DCF registry check and said results revealed no violations.

**10. Debarment**

10.1 Contractor hereby certifies that neither it, nor its principals are 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.

**11. Indemnification**

11.1 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 provided by the Contractor to perform services under this Agreement, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

11.2 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 Boards, 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.

11.3 In any and all claims against the City, the Board 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.

11.4 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.

11.5 The City shall indemnify and hold harmless Contractor, and their agents, officials and employees from and against all claims, suits, damages, losses, judgments and costs 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 solely by any willful or negligent act or omission of the City, any subcontractor hired by the City, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

11.6 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 its 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.

11.7 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.

## 12. Contractor's Liability Insurance

12.1 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, having 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 parties, the following minimum liability insurance coverage.

12.2 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 Agreement, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor may be liable.

12.3 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 Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

12.3.2 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

12.3.3 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.

**12.3.6 Certificates of Insurance.** Contractor 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 the Contractor'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. Contractor 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, 3<sup>rd</sup> 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.

**12.3.7 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.

**12.3.8 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.

**13. Discriminatory Practices**

13.1 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.

13.2 The Contractor shall provide services to any eligible student and shall not discriminate against any student regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

13.2.1 **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.

**14. Termination**

14.1 **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.

14.2 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.

14.3 **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.

14.4 **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.

14.5 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.

14.5.1 **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.

14.5.2 **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.

15. **Delivery of Documents.**

15.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services provided by the Contractor, Contractor shall promptly deliver and be responsible to have the assigned nurse 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.

16. **Subcontracting.**

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

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

17. **Assignability.**

17.1 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.

18. **Audit.**

18.1 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.

19. **Interest of City Officials.**

19.1 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.

20. **Prohibition Against Gratuities and Kickbacks**

20.1 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.

20.2 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.

20.3 Upon showing that a kickback was made to the City, a contractor 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.



20.4 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.

20.5 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. 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 subcontractor order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**21. Prohibition against Contingency Fees**

21.1 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.

**22. City of Waterbury's Ethics Code Ordinance**

22.1 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.

**23. Entire Agreement.**

23.1 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.

**24. Independent Contractor Relationship.**

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

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

As the Contractor and the Professionals are not an employee of the City, the Contractor and/or the Professional is responsible for paying all required state and federal taxes. In particular:

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

**25. Severability.**

25.1 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.

**26. Survival.**

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

**27. Disputes; Legal Proceedings and Continued Performance.**

27.1 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.

**28. Binding Agreement.**

28.1 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.

**29. Waiver.**

29.1 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.

**30. Governing Laws.**

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

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

WITNESSES:

CITY OF WATERBURY

\_\_\_\_\_

By: \_\_\_\_\_

Neil M. O'Leary  
Mayor, City of Waterbury

\_\_\_\_\_  
Print name

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

ALL ABOUT YOU COLLABORATIVE  
HEALTH CARE SERVICES, LLC

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print Name and Title

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

## **SCHEDULE "A"**

### **RATE SCHEDULE and SCOPE OF SERVICE**

(Consisting of 1 page)

#### **Rate Schedule 2017-2018**

Registered Nurse - \$60.00 per hour up to 210 days per year for up to 8 hours per day.

Licensed Practical Nurse - \$55.00 per hour up to 210 days per year for up to 8 hours per day.

#### **Scope of Services**

The Contractor will provide the following services in addition to services as set forth elsewhere in this Agreement:

1. An R.N. or LPN for up to 210 school days per year for up to 8 hours per day.
2. An RN or LPN to provide skilled one to one nursing services for designated Waterbury Public School students.
3. Nursing Services shall be provided for up to 210 school days per year.
4. The designated RN or LPN will accompany student during transport to and from school.
5. The assigned nurse shall be an R.N. or an L.P.N. with the requisite skill, expertise and experienced in complicated medical and hygiene needs of the particular student. The Contractor shall ensure that the assigned nurse provides all services to the student in accordance with the medical instruction or plan as provided by the student's physicians.
6. The Contractor will maintain and ensure the assigned nurse will maintain appropriate records and prepare reports on its services in accordance with the procedures and policies of the Waterbury Department of Special Services.
7. Will ensure that the assigned nurse is available to attend any PPT's as may be required of her.
8. The Contractor shall provide to the City, Medicaid documentation in a form and manner acceptable to the City and in compliance with the State of Connecticut Department of Social Service regulations.

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date:** 12/04/2017

**To:** Elaine Skoronski  
Department of Education

**Subject:** Tax Clearance

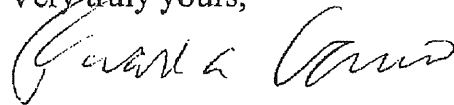
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As of this date, the records in the Tax Collector's Office indicate that the following **is not** delinquent.

All About You Collaborative Health Services, LLC  
Partners in Community Health, Inc.  
Ricardo Sale  
Yvonne Gamelin  
21 Church St 2 Fl.  
Naugatuck, CT

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

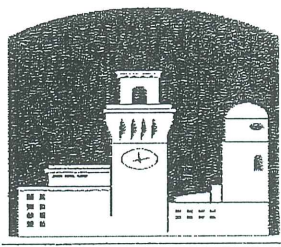
Very truly yours,



FAC/wmf

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

#8



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# WATERBURY

## Public Schools

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*Today's Students. Tomorrow's Leaders*

**Melissa Baldwin**

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

December 4, 2017

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 an amendment 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

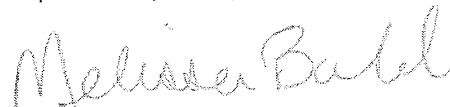
is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs.

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 \$223,200 to cover increased tuition costs for additional students.

The Amendment increases the total amount of the contract to \$669,600. 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 but is not yet received.

I appreciate your consideration in this important matter.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Melissa Baldwin".

Melissa Baldwin

Encs. Amendment to Contract  
Tax Clearance

**AMENDMENT 1  
TO  
AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
And  
CHARLES F. HAYDEN SCHOOL AT  
BOYS AND GIRLS VILLAGE, INC.**

**THIS AMENDMENT 1**, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, hereinafter referred to as the "City" and 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**, the parties entered into an Agreement to provide education to children with disabilities, which was effective on December 18, 2016; and

**WHEREAS**, the parties wish to amend said December 18, 2016 Agreement to provide for additional payment for the additional services to be provided consistent with the December 18, 2016 Agreement.

**NOW THEREFORE**, it is mutually agreed as follows:

1. The December 18, 2016 Agreement shall be amended as follows:

1.1 Section 3.1 of the Agreement shall be amended to read:

"The City shall pay Contractor the amount up to SIX HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED DOLLARS (\$669,600.00) 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."

1.2 **Attachment A** shall be revised as per Schedule 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.

[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**

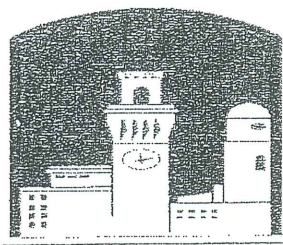
**2017-2018 Tuition**

Education Day Rate \$450.00 per day

Intensive needs One to One: \$600.00 per day

Residential (SHPSB) \$523.59 per day

#9



# WATERBURY Public Schools

*Today's Students. Tomorrow's Leaders*

**Melissa Baldwin**

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

December 5, 2017

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 an amendment to the Contract between City of Waterbury and The Gengras Center at University of Saint 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 Saint Joseph 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 Gengras Center at University of Saint Joseph 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 \$79,000 to cover increased tuition costs for additional students.

The Amendment increases the total amount of the contract to \$727,690. 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 but is not yet received.

I appreciate your consideration in this important matter.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Melissa Baldwin".

Melissa Baldwin

Encs. Amendment to Contract  
Tax Clearance

**AMENDMENT 1  
TO  
AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
And  
THE GENGRAS CENTER AT UNIVERSITY OF SAINT JOSEPH**

**THIS AMENDMENT 1**, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, hereinafter referred to as the "City" and 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**, the parties entered into an Agreement to provide education to children with disabilities, which was effective on November 29, 2016; and

**WHEREAS**, the parties wish to amend said November 29, 2016, Agreement to provide for additional payment for the additional services to be provided consistent with the November 29, 2016, Agreement.

**NOW THEREFORE**, it is mutually agreed as follows:

1. The November 29, 2016 Agreement shall be amended as follows:

1.1 Section 3.1 of the Agreement shall be amended to read:

"The City shall pay Contractor the amount up to SEVEN HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED NINETY DOLLARS (\$727,690.00) 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 **Schedule A** entitled "Yearly 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."

1.2 **Schedule A** shall be revised as per Attachment A attached hereto and made a part hereof.

2. All other terms, conditions, and provisions of the November 29, 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  
STATE OF CONNECTICUT**

\_\_\_\_\_  
Print name:

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

\_\_\_\_\_  
Print name:

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

**WITNESSES:**

**GENGRAS CENTER AT UNIVERSITY  
OF SAINT JOSEPH**

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print Name and Title

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

**Attachment A**

**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**

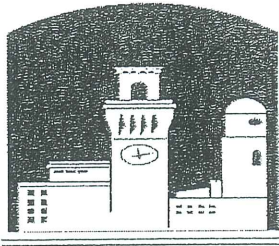
Students Receiving Basic Services	\$56,250.00 per year
Students Receiving Occupational <u>or</u> Physical Therapy	\$59,050.00 per year
Students Receiving both Occupational <u>and</u> Physical Therapy	\$62,200.00 per year
Students Receiving one to one paraprofessional services	\$32,500.00 per year

**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

#10



# WATERBURY Public Schools

*Today's Students. Tomorrow's Leaders*

Melissa Baldwin

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

December 4, 2017

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 an amendment to the Contract between City of Waterbury and the Children's Center of Hamden, 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 Children's Center of Hamden, 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.

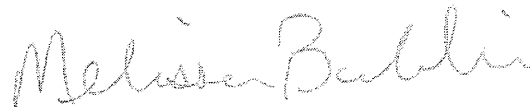


The Waterbury School District has placed students at the Children's Center of Hamden, Inc. which operates a school for students with disabilities and had a contract completed with Waterbury in 2016. An amendment to the contract is necessary to increase the total amount of the contract by \$228,058.20 to cover increased tuition costs for additional students.

The Amendment increases the total amount of the contract to \$456,116.40. 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 but is not yet received.

I appreciate your consideration in this important matter.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Melissa Baldwin".

Melissa Baldwin

Encs. Amendment to Contract  
Tax Clearance

**AMENDMENT 1  
TO  
AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
And  
THE CHILDREN'S CENTER OF HAMDEN  
WHITNEY HALL SCHOOL**

**THIS AMENDMENT 1**, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, hereinafter referred to as the "City" and The Children's Center of Hamden, Whitney Hall School, a duly registered State of Connecticut corporation doing business at 1400 Whitney Avenue, Hamden, Connecticut 06517, hereinafter referred to as the "Contractor".

**WHEREAS**, the parties entered into an Agreement to provide education to children with disabilities, which was effective on November 27, 2016; and

**WHEREAS**, the parties wish to amend said November 27, 2016, Agreement to provide for additional payment for the additional services to be provided consistent with the November 27, 2016 Agreement.

**NOW THEREFORE**, it is mutually agreed as follows:

1. The November 27, 2016 Agreement shall be amended as follows:

- 1.1 Section 3.1 shall be amended to read:

"The City shall pay Contractor the amount up to FOUR HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED SIXTEEN DOLLARS and FORTY CENTS (\$456,116.40) 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 **Schedule 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."

- 1.2 **Schedule A** shall be revised as per Attachment A attached hereto and made a part hereof.

2. All other terms, conditions, and provisions of the November 27, 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, City of Waterbury

\_\_\_\_\_  
Print name

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

WITNESSES:

THE CHILDREN'S CENTER OF  
HAMDEN, WHITNEY HALL SCHOOL

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name and Title

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

**ATTACHMENT A**

**SCHEDULE "A"**

**City of Waterbury  
and  
The Children's Center of Hamden,  
Whitney Hall School**

(Consisting of 1 page)

**2016-2017 Tuition**

Education Day Rate \$375.00 per day

One to One Student Services: \$30.00 per hour

**2017-2018 Tuition**

Education Day Rate \$375.00 per day

One to One Student Services: \$30.00 per hour

THE CITY OF WATERBURY  
MEMORANDUM

From: Delinquent Tax Office

Date: 12/04/2017

To: Elaine Skoronski  
Department of Education

Subject: Tax Clearance

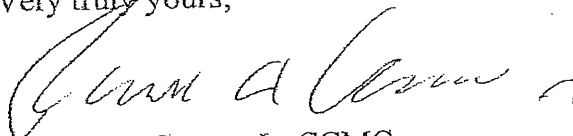
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As of this date, the records in the Tax Collector's Office indicate that the following is not delinquent.

Children's Center of Hamden  
Whitney Hall School  
1400 Whitney Ave.  
Hamden, CT 06517

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

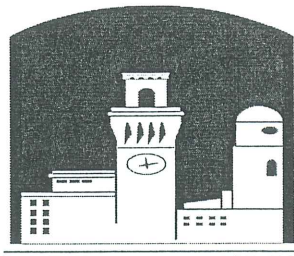
Very truly yours,



FAC/wmf

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

#11



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# WATERBURY

## Public Schools

---

*Today's Students. Tomorrow's Leaders*

**Melissa Baldwin**

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

December 4, 2017

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 an amendment to the Contract between City of Waterbury and Evergreen Center, 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 Evergreen Center, 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 a student at Evergreen Center, Inc. which operates a school for students with disabilities and had a contract completed with Waterbury in 2016. The contract did not include the tuition amount for the last year of 2018-2019 in the amount of \$145,160.50. The amendment is necessary to include the cost of the final year in the contract.

The Amendment increases the total amount of the contract to \$486,784.80. The contract term remains the same from February 23, 2016 through June 30, 2019 and is paid for by general funds. A tax clearance is being obtained but is not yet received.

I appreciate your consideration in this important matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Melissa Baldwin". The signature is fluid and cursive, with the first name "Melissa" and the last name "Baldwin" clearly distinguishable.

Melissa Baldwin

Encs. Amendment to Contract  
Tax Clearance

**AMENDMENT 1**  
**to**  
**AGREEMENT**  
**BETWEEN**  
**CITY OF WATERBURY, WATERBURY PUBLIC SCHOOLS**  
**and**  
**EVERGREEN CENTER, INC.**  
**for**  
**RESIDENTIAL PLACEMENT AND EDUCATIONAL SERVICES**

**THIS AMENDMENT 1**, effective on the date signed by the Mayor (the "Effective Date") is by and between the City of Waterbury, Board of Education, acting herein by Neil M. O'Leary, Mayor of the City of Waterbury, City Hall Building, 235 Grand Street, Waterbury, Connecticut, duly authorized, hereinafter referred to as the "City" or the "Board", and Evergreen Center, Inc., a Massachusetts corporation doing business at 345 Fortune Boulevard, Milford, Massachusetts, hereinafter referred to as "Evergreen".

**WHEREAS**, the parties entered into an Agreement to provide residential and education services to children with disabilities, which Agreement was effective on August 12, 2016; and

**WHEREAS**, the parties wish to amend said August 12, 2016 Agreement to provide for additional payment for the additional services to be provided consistent with the August 12, 2016 Agreement.

**NOW THEREFORE**, it is mutually agreed as follows:

1. The August 12, 2016 Agreement shall be amended as follows:

1.1 Section 4.1 of the Agreement shall be amended to read:

"The City shall pay to Evergreen an amount up to \$268.76 per each twelve hour day, for the educational services properly rendered hereunder. The City shall also pay to Evergreen an amount up to \$18.42 per hour, per each seven hour day, for a one to one aide during the Term of this Agreement. The City shall pay an amount up to \$486,784.80 for this Agreement with the basis of the payment being as set forth in the attached Schedule A Rate Schedule. Said payment shall be for the length of and number of school days as identified in the student's I.E.P., upon the terms and conditions hereinafter set forth. Payment shall be in accordance with the City of Waterbury's payment policy and procedures. The City shall not be responsible for any costs other than the costs set forth in this Agreement."

1.2 Schedule A of the August 12, 2016 Agreement shall be amended as set forth in Attachment A attached hereto and made a part hereof.



2. All other terms, conditions, and provisions of the August 12, 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:**

**EVERGREEN CENTER, INC.**

\_\_\_\_\_  
Print name

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print name

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

## ATTACHMENT A

### SCHEDULE "A"

#### Rate Schedule

City of Waterbury

And

Evergreen Center)

(consisting of 1 page)

#### 2015-2016 School Year

School Days Approved 129

Day Rate: \$268.76 per each 12 hour day  
One to One: \$18.42 per hour up to 7 hours  
per day

Tuition School Year \$ 34,670.04  
One to One \$ 16,633.26

TOTAL \$ 51,303.30

#### 2016-2017 School Year

School Days Approved 365

Day Rate: \$268.76 per each 12 hour day  
One to One: \$18.42 per hour up to 7 hours per  
day

Tuition School Year \$ 98,097.40  
One to One \$ 47,063.10

TOTAL \$ 145,160.50

#### 2017-2018 School Year

School Days Approved 365

Day Rate: \$268.76 per each 12 hour day  
One to One: \$18.42 per hour up to 7 hrs per day

Tuition School Year \$ 98,097.40  
One to One \$ 47,063.10

TOTAL \$ 145,160.50

#### 2018 – 2019 School Year

School Days Approved 365

Day Rate: \$268.76 per each 12 hour day  
One to One: 18.42 per hour up to 7 hrs per  
day

Tuition School Year \$ 98,097.40  
One to One \$ 47,063.10

TOTAL \$ 145,160.50

**GRAND TOTAL \$ 486,784.80**

#12

**STUDENT INTERN AFFILIATION AGREEMENT**  
**for**  
**School Psychologist Student Internships**  
**between**  
**The City of Waterbury, Connecticut**  
**And**  
**Quinnipiac University**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the City of Waterbury, with a principal place of business at 235 Grand Street, Waterbury, Connecticut (the "City") and Quinnipiac University, having a principal place of business at 275 Mount Carmel Avenue, Hamden, Connecticut, (the "University").

**WHEREAS**, Quinnipiac University is a private university which maintains a School of Psychology program on one or more of its campuses; and

**WHEREAS**, Quinnipiac University desires to establish School Psychologist Student Internships program with the City to assist in the training of students enrolled in its Undergraduate Psychology Program; and

**WHEREAS**, the City desires to assist in the training of such students by hosting them as School Psychologist Student Interns in the City's school system;

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

1. **Term.** The term of this Agreement shall commence on January 1, 2018, and terminate on December 31, 2018 or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein.
2. **Compensation.** Neither the University nor the City shall be responsible to compensate the other party, or the intern for services rendered under this Agreement. The parties further agree and understand neither the intern nor the Faculty Advisor/Internship Supervisor is an employee of the City of Waterbury, but rather that the intern is participating in an internship in the Waterbury Public Schools for the purpose of obtaining experience in furtherance of his/her education. The intern and the parties therefore agree that neither the intern nor the Faculty Advisor/Internship Supervisor shall be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers' Compensation coverage, health benefits, etc.
3. **Responsibilities of the University.**

3.1. The University's Director of Internship and Field Experience, or his or her designee, shall, on or before December 15, 2017, notify the City of the number of School

Psychologist Student Interns available to be hosted by the City during the coming school year, and the City shall give notice as promptly as is practicable of the number of interns it agrees to host during the school year.

3.2. The University shall certify for participation in the clinical internship only those qualified psychology students enrolled in the University's undergraduate psychology program.

3.3. Prior to placement at an internship site (the "Internship Site"), the University shall arrange for the potential intern to be interviewed by the Principal, Vice-principal, School Social Worker/Counselor who is certified to supervise the intern, or other designated representative of the Internship Site. Interns shall be approved by the Principal of the intended internship site. Only those students of the University who have been interviewed and accepted by the school representative at the Internship Site shall be permitted to intern at the site.

3.4. The University shall designate an Internship Supervisor (the "Internship Supervisor") to facilitate administration of the internship. Interns will be assigned to each Internship Site in consultation with the Internship Supervisor. The Internship Supervisor shall visit each internship site twice per semester and as requested by the City. The Internship Supervisor shall be solely responsible for evaluating and grading the performance of the interns. The Internship Supervisor may consult with school personnel with regard to the performance and evaluation of the interns.

3.5. The University shall advise its interns that they shall be required to follow the Quinnipiac University School of Psychology's Field Education Manual, if one exists, during the intern's involvement in the internship program (the "Program"). A copy of the Manual shall be provided to the City prior to commencement of this agreement.

3.6. The University will instruct its student interns to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from the internship any student who fails to comply with applicable City rules and regulations.

3.7. The University shall withdraw an intern from the internship with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such intern's continued participation in the internship is detrimental to the intern and/or any employee of the City or student in the City's school system.

3.8. The University shall advise its interns that they will be expected to report to their designated internship sites as per their agreed upon schedules.

3.9. The University shall be responsible for the planning, implementation and execution of all aspects of the Student's educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

**3.10.** The University shall provide Faculty for the purpose of tracking Student progress and for consultation with the University as necessary. The Faculty shall be solely responsible for assigning final course grades to the Students.

**3.11.** The University will instruct Students, Faculty and University personnel not to disclose any confidential material or information connected with the City or any of its Students as set forth herein.

**3.12.** The University will convey to the City's personnel information about the philosophy and objectives of the Program.

#### **4. Responsibilities of the City**

**4.1.** During the term of this Agreement, the City will host in its school system School Psychologist Student Interns who are enrolled in the University's Undergraduate Psychology Program and are qualified to act as School Psychologist Student Interns in the City's school system, performing functions as described herein. For the 2017-2018 school year, the City shall host as many School Psychologist Student Interns as it deems appropriate and desirable.

**4.2.** The City shall provide the Internship Supervisor and student interns relevant information, including policies, procedures, and rules with which the student interns must comply.

**4.3.** The City will notify the University's Director of Internship and Field Experience, or his or her designee, whenever an intern does not timely report to the designated internship site.

**4.4** The City may, in its exclusive discretion, require that each intern execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

**4.5** The City shall provide equipment and supplies necessary for the administration of care by the intern and suitable space for conferences connected with the intern's clinical or fieldwork instruction.

**4.6** The City shall provide a preceptor who shall be responsible for planning and implementing individual intern assignments, and for evaluating intern performance in accordance with criteria developed by and provided to the City by the University.

**4.7** The City shall provide orientation for Faculty regarding relevant City information, including policies, procedures, and rules with which Faculty and Students must comply. The University shall provide such orientation to the interns.

#### **5. Responsibilities of the Intern.**

The University shall ensure that the Intern:

**5.1** Executes a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

**5.2** Each Intern shall be expected to report to their designated internship sites as per their agreed upon schedules.

**5.3** Each Intern shall comply with all applicable rules and regulations of the City.

**5.4** Each intern shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records as outlined herein.

**6. Criminal Background Check and DCF Registry Check.** The University shall provide to each proposed student intern an authorization in the form attached as Schedule B requesting and authorizing the Regional Educational Service Center (RESC) to release the results of the intern's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families background check report to the City of Waterbury. The University will instruct the proposed student intern that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed student intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks. The University will also advise each proposed student intern that s/he shall be required to submit to a DCF registry check and present to the RESC an executed "Authorization for Release of Information for DCF CPS Search," the results of which will be provided to the City.

Should the results of any criminal history or DCF registry check for any student intern be determined by the City to be unsatisfactory, the City may terminate the internship of such student intern and notify the University's Director of Internship and Field Experience, or her designee, of such termination.

The provisions of this Section 6 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

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

## **8. Student Data Privacy.**

**8.1** If applicable, University and Intern shall comply with all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract and agree to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

**8.2** University and Intern agree 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 the University or Intern. University and Intern further agree that they will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

**8.3** University and Intern agree that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of the University or Intern.

**8.4** University or Intern 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.

**8.5** The University or Intern agrees that it will not retain any student data or let said student data remain available to the University or Intern upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student have entered into an Agreement with the University or Intern regarding the retention of the student's data in an electronic form or database.

**9. Security Breach of Student Information and Data.** Procedure for Notification Regarding Breach or Unauthorized Release of Student Information. The University or Intern 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.

**10. Proprietary Information.** Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

**10.1.** Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal

Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University, of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

**11. Use of City Property.** The Internship Supervisor and/or student intern shall have access to such areas of City property as the City and the Internship Supervisor agree are necessary for the performance of the Internship Supervisor's and/or student intern's functions pursuant to this Agreement and at such times as the City and the Internship Supervisor may mutually agree.

**12. Insurance.**

**12.1** The University shall offer health insurance to the student to be considered as a potential intern, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the student intern program. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential intern for review by the City.

**12.2** The University or intern shall not commence work under this Contract until all insurance required under this Section 12 has been obtained by the University or intern and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**12.3** At no additional cost to the City, the University or intern 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 University's and/or Intern's obligations under this Contract, whether such obligations are the University's or Intern's or person or entity directly or indirectly employed by said University or Intern, or by any person or entity for whose acts said University or Intern or subcontractor may be liable.

**12.4** Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or



non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**12.5** The following policies with stated limits shall be maintained by the University or the Intern as indicated below, in full force and effect, at all times during which the services are to be performed by the University or Intern:

**12.5.1 General Liability Insurance:** \$1,000,000.00 per occurrence,  
\$2,000,000.00 aggregate, \$2,000,000.00 Products/Completed Operations  
Aggregate

The University shall provide General Liability Insurance providing coverage to protect the City for all damages arising out of bodily injuries, property damage or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**12.5.2 Auto Liability:** \$1,000,000.00 combined single limit each Accident, Any Auto, All Owned and Hired Autos

The University shall provide Auto Liability Insurance providing coverage to the University, the City and Intern on any Auto and all Owned and Hired Autos.

**12.5.3 Workers Compensation:** Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000.00 EL Each Accident, \$500,000.00 EL Disease Each Employee; \$500,000.00 EL Disease Policy Limit.

The University shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to the University, the City and the Intern.

**12.5.4 Excess/Umbrella Liability:** \$1,000,000.00 each Occurrence and \$1,000,000.00 Aggregate:

The University shall provide Excess/Umbrella Liability Insurance providing coverage to the University, the City and Intern.

**12.5.5 Professional Liability Insurance:** \$1,000,000.00 each Wrongful Act, \$3,000,000.00 Aggregate

The University shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the University, the City and Intern, as it relates to Educational Services provided to City of Waterbury Board of Education.

**12.5.6 Sexual Abuse/Molestation Liability Insurance:** \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate

The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving an intern within the program.

**12.6 Failure to Maintain Insurance:** It shall be a material breach of this Agreement if the University or the Intern fails to maintain the minimum required coverage as set forth herein.

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

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

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

**13. Indemnification.** University agrees to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the University's and the Intern's obligations under this Agreement, by the negligent acts, errors or omissions of University, the Intern or anyone for whom the College is legally responsible.

#### **Termination.**

**13.1 Termination** Either party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other party.

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

**13.3 Termination for Cause.** If, through any cause, in part or in full, not the fault of College/University, the College/University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if College/University 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 College/University 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 College/University under this Agreement shall, at the option of the City, become its property.

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

**14. Students and Faculty Not Employees or Agents.** The University and the City acknowledge and agree that neither the student interns nor the Internship Supervisor will be considered employees or agents of the City, and that the relationship between the City and the student interns and Internship Supervisor is that of an independent contractor. The University and the City further acknowledge and agree that the Internship Supervisor and the intern shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

**15. Accommodations for Persons with Disabilities.** In the event that a student intern requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

**16. Notice.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University:

Quinnipiac University  
275 Mount Carmel Avenue  
Hamden, Connecticut

With a copy to:

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To the City:

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

**17. Contract Assignment:** No right or duty, in whole or in part, of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.

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

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

**19. Governing Law.** The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

**20. Prohibition against Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

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

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

**23. Entire Agreement.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City and the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

**24. 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:

**24.1** 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.

**24.2** 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.

**24.3** 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 University or Intern or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**24.4** 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.

**24.5** Upon a showing that a subcontractor made a kickback to the City, a prime University or Intern 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.

**24.6** 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 24.6, 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 24.6 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.

**24.7** 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 24.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**24.8** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 24.1-24.7.

**24.9** The University or Intern 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.

**24.10** The University or Intern 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"].

**24.11** The University or Intern 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.

**24.12** 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.

**24.13 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.

**24.14 PROHIBITION AGAINST CONTINGENCY FEES.** The University or Intern 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.

**24.15 FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the University or Intern 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 University or Intern records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page Follows]



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

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

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

\_\_\_\_\_

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

WITNESS:

QUINNIPIAC UNIVERSITY

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Dean

\_\_\_\_\_

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

## **SCHEDULE A**

### **WAIVER OF LIABILITY AND ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in a School Psychologist Student Internship that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, \_\_\_\_\_, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid internship with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said internship or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the Quinnipiac University, School of Psychology in its Undergraduate Program participating in a School Psychologist Student Internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this \_\_\_\_ day of \_\_\_\_, 2017.

WITNESSES:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
Print Name:

State of Connecticut:

: ss: Waterbury \_\_\_\_\_, \_\_\_\_\_, 2017

County of New Haven:

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of Superior Court  
Notary Public  
My Commission Expires:

## **SCHEDULE B**

### **AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS**

I, the undersigned, \_\_\_\_\_, an undergraduate student in the Psychology Program at Quinnipiac University, hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families (“DCF”) to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

\_\_\_\_\_  
[Printed Name of Student Intern]

Dated: \_\_\_\_\_

## COMMITTEE ON SCHOOL FACILITIES &amp; GROUNDS

**WORKSHOP:** Thursday, December 7, 2017 (Tinker)  
**BOARD MEETING:** Thursday, December 21, 2017

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
I.Cruz	Maloney café: Sat., Dec. 9 <sup>th</sup> 9am-1pm (school/family activity )
M.A. Petrillo	Bunker Hill gym: Thurs., Dec. 14 <sup>th</sup> 6-8pm (Holiday movie night)
G. Griffin	Sprague gym/café: Tues., Dec. 19 <sup>th</sup> 4:30-7:30pm (Family Night)
J. Moniodes	WAMS atrium: Mon., Dec. 18 <sup>th</sup> 2:30-5:00pm (teacher/student activity)
J. Hayes	Kennedy media ctr.: Mon., Dec. 11 <sup>th</sup> 2:30-5:00pm (teachers presentation)
D. Monti	Reed café: Tues., Dec. 12 <sup>th</sup> 5:00-7:00pm (Family Literacy Night)
R. McDonald	Career Academy gym: 11/27/17-3/15/18 weekdays 2-9pm and weekends 9am-3pm (basketball & cheerleading practice)
M. Rocco	W.Cross room: 1/11/18 & 5/10/18 5:30-8:30 pm (Kdg. Parents Workshops)
S. Hall	WAMS recital hall: Fri., Mar. 16 <sup>th</sup> 3:00-8:00pm (student film festival)
M.A.Marold	Career Academy: Sat., Jan. 13 <sup>th</sup> 8am-2pm (MLK event)(1/20/18-snow date)

Approved:

\_\_\_\_\_  
 John Theriault

\_\_\_\_\_  
 Robert Henry  
 Deputy Superintendent of Schools

SCHOOL PERSONNEL USE ONLY

NOV 27 2017

DATE: 11-27-17

TO: SCHOOL BUSINESS OFFICE

FROM: Ivelisse Cruz, President - Maloney Magnet PTO

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

NAME OF SCHOOL REQUESTED: Maloney Magnet

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☒ Café/Rooms

DATES REQUESTED: 12-9-17

FROM: 9:00 am/pm    TO: 1:00 am/pm

FOR THE FOLLOWING PURPOSES:

School - family activity

Ivelisse Cruz  
APPLICANT  
Ivelisse Cruz

\*\*\*\*\*

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.

NOV 27 2017

## SCHOOL PERSONNEL USE ONLY

TO: SCHOOL BUSINESS OFFICE

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/ROOMSDATES REQUESTED: December 14FROM 6 AM/PM TO 8 AM/PM

FOR THE FOLLOWING PURPOSES:

Holiday Family Literacy / Movie NightMaryAnn 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.Cancel Bunker Hill Sports

NOV 27 2017

SCHOOL PERSONNEL USE ONLYDATE: 11-22-17

TO: SCHOOL BUSINESS OFFICE

FROM: PreK Team Sprague SchoolG. Griffin, M. Baker, K. Hannas, K. O'Leary, A. Lokites

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

NAME OF SCHOOL REQUESTED: Sprague School☐ Auditorium☒ Gymnasium☐ Swimming Pool☒ Café/RoomsDATES REQUESTED: Tuesday, December 19, 2017FROM: 4:30 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

PreK Family Gingerbread House Night

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.



Please give form to Nicole Steck

NOV 30 2017

SCHOOL PERSONNEL USE ONLY

DATE: 11/28/17

TO: SCHOOL BUSINESS OFFICE

FROM: Joanne Moniodes / Key Club

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 ☒ Atrium

DATES REQUESTED: 12/18/17

FROM: 2:30 am/pm TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Teacher vs. Student Pie Eating Contest

Joanne Moniodes  
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.

NOV 21 2017

SCHOOL PERSONNEL USE ONLY

DATE: 11/21/2017

TO: SCHOOL BUSINESS OFFICE

FROM: Jahana Hayes

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

(Medical Cntr)

DATES REQUESTED: 12/11/2017

FROM: 2:30 am/pm

TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Fund for Teachers Presentation

Jahana Hayes  
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.

NOV 21 2017

*Book*  
*Sax to 8032*  
*M. Casland*  
*Sandy*  
SCHOOL PERSONNEL USE ONLY

DATE: 11/21/17

TO: SCHOOL BUSINESS OFFICE

FROM: Diana Monti

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    ☒ Café/Rooms

DATES REQUESTED: 12/12/17

FROM: 5:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Family Winter Literacy Night

*Diana Monti*  
APPLICANT

\*\*\*\*\*  
Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY NOV 10 2017

DATE: 11/9/17

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: Waterbury Career

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: 11/27/17 - 3/15/18

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

Weekends 9am - 3pm

FOR THE FOLLOWING PURPOSES:

Basketball / Cheerleading

Ryan J. 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.

NOV - 8 2017

SCHOOL PERSONNEL USE ONLY

TO: SCHOOL BUSINESS OFFICE

DATE: 11/06/17

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium & Playground ☐ Swimming Pool

☒ Café/Rooms/Library

DATES REQUESTED: January 11, 2018 (snow date 1/18) & May 10, 2018 from 5:30 – 8:30PM

FOR THE FOLLOWING PURPOSES:

Kindergarten Connection parents workshops

  
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.

Please give form to Nicole Steck

NOV 20 2017

SCHOOL PERSONNEL USE ONLY

DATE: 11/13/17

TO: SCHOOL BUSINESS OFFICE

FROM: Sara Hall

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

NAME OF SCHOOL REQUESTED:

Waterbury Arts Magnet



Auditorium



Gymnasium



Swimming Pool



Café/Rooms

Recital Hall

DATES REQUESTED:

March 16, 2018

FROM:

3:00

am/pm

TO:

8:00

am/pm

FOR THE FOLLOWING PURPOSES:

student film festival (fundraiser)

APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.

These arrangements *must* be made in person at the police and fire headquarters.

*[Handwritten signature]*

SCHOOL PERSONNEL USE ONLY

DEC - 1 2017

DATE:  
December 1, 2017

TO: SCHOOL BUSINESS OFFICE

FROM: Mary Ann Marold Education Liaison to Government Business and Community

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy High School

☐ Library/Media Center    ☒ Gymnasium    ☐ Swimming Pool  
☒ Café/Rooms

DATES REQUESTED: \_\_\_\_\_  
Saturday January 13, 2018 (Snow Date Jan. 20.. 2018)

FROM: 8:00 a.m. TO: 2:00 p.m. /p.m.

FOR THE FOLLOWING PURPOSES:

3<sup>rd</sup> Annual Dr. Martin Luther King Jr. "Each One.. Teach One" Youth Day. Reclaiming the Dream is the Theme. \*\*Needed supplies 15-20 tables for vendors and community participation, computers , projectors and screens in classrooms for presentations.

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

*[Handwritten signature: Mary Ann Marold]*

#14

## COMMITTEE ON SCHOOL FACILITIES & GROUNDS

**WORKSHOP:** Thursday, December 7, 2017 (Tinker)  
**BOARD MEETING:** Thursday, December 21, 2017

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
Westover School L. Mulligan	WSMS pool: 11/30/17 – 2/21/18 weekdays & Saturdays per schedule (swim team practices)

### REQUESTING WAIVERS:

Hoops 4 Life	WSMS gym: Sundays 1/7/18 10:30-1:00pm and	
D. Fryer	2/4, 2/11, 2/18, 2/25 11:00am-2:00pm (Basketball Clinic)	(\$1,239.)
Hoops 4 Life	Wilby gym: April 7,8,14,15 7:30am-10pm	(\$7,812.)
D. Fryer	Crosby gym: April 7,8,14,15 7:30am-10pm (basketball tournament)	(\$5,208.)

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



**MONIES COLLECTED TO DATE:**

**\$ 19,265.50**

**Approved:**

---

**John Theriault**

---

**Robert Henry**  
**Deputy Superintendent of Schools**

**These activities are completed and have been billed:**

Porter & Chester  
Chordsmen Group  
USA Wildcats Cheerleading

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

CONTRACT#

NOV 17 2017

APPLICANT Lizanne S. Mulligan NAME OF ORGANIZATION Winstover School

ADDRESS 1237 Whittemore Rd. Middlebury Ct 06762 TELEPHONE # 203-577-4557  
(street) (city) (state) (zip code)

SCHOOL REQUESTED WSMS DATES See Attached ROOM(S) Pool

OPENING TIME 6:30 pm CLOSING TIME 8:00 pm PURPOSE Swim Team Practice

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2/3 CHILDREN 20 max

SIGNATURE OF APPLICANT Lizanne S. Mulligan DATE 11/15/17

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: 0-203-577-4557

Kari Eggert @ 203-577-4572 Scott Sutherland @ 203-233-9543  
@ 862-432-5735

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 (PLEASE INITIAL) Tom Gorman  
COO

SCHEDULE OF RATES: CUSTODIAL FEES: \$ 73/hr

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT \$ 500.- INSURANCE COVERAGE OK YES — NO —

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE — SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

11/30 - 6:30-8  
12/2 - 1-3  
12/4 - 6:30-8  
12/11 - 6:30-8  
Wed- 1/3 - 1:45-3:00  
1/6 - 1-3  
1/8 - 6:30-8  
1/22 - 6:30-8  
1/29 - 6:30-8  
Wed 2/7 1:45-3:00  
2/10 - 1-3  
2/12 - 6:30-8:00  
Wed 2/21 1:45-3:00

Westover School Pool  
Schedule Requests 2017-18  
Westside Middle School

November:

Thur. 30 - 6:30-8:00

December:

Sat. 2 : 1:00-3:00

Mon. 4 : 6:30-8:00

Mon. 11: 6:30-8:00

January:

Wed. 3<sup>rd</sup> 6:30-8:00

Sat. 6: 1:00-3:00

Mon. 8: 6:30-8:00

Mon. 22: 6:30-8:00

Mon. 29: 6:30-8:00

February:

Wed. 7<sup>th</sup> 6:30-8:00

Sat. 10: 1:00-3:00

Mon. 12: 6:30-8:00

Wed. 21<sup>st</sup> 6:30-8:00

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

NOV 30 2017

APPLICANT DENEEN FRYER NAME OF ORGANIZATION Hoops4Life, Inc

ADDRESS 232 N Elm Street (street) (city) (state) (zip code) TELEPHONE # 203 575-9340  
203 232-4578

SCHOOL REQUESTED West Side DATES 1/12/18 Sundays ROOM(S) Gym

OPENING TIME 10:30 am CLOSING TIME 1:00 pm PURPOSE BASKETBALL clinic

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 25

SIGNATURE OF APPLICANT Deneen Fryer DATE 11/30/17

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

DENEEN FRYER 31 RUSSELL ST DR (203) 232-4578

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service (#1239)

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

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

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

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

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: Hoops4Life, Inc

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: West Side Middle

DATE(S): 1/7 1/14

TIMES: 10:30 - 1:00 p.m.

DATE(S): 2/4 2/11 2/18

TIMES: 11:00 a.m. - 2:00 p.m.

DATE(S): 2/25

TIMES: 11:00 a.m. - 2:00 p.m.

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

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

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

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

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

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

11/30/17

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

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

Clerk, Board of Education

## DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

## SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

NOV - 7 2017

APPLICANT Doreen Fryer NAME OF ORGANIZATION hoops4life, Inc.

ADDRESS 232 N. Elm St Waterbury Ct 06702 TELEPHONE # (203) 232-4578  
 (street) (city) (state) (zip code) (203) 575-4340

SCHOOL REQUESTED W. L. By High DATES April 7, 8, 14, 15 ROOM(S) Gym

OPENING TIME 7:30am CLOSING TIME 10:00pm PURPOSE Basketball tournament

ADMISSION (if any) \$5.00 CHARGE TO BE DEVOTED TO pay for officials

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 400 CHILDREN 100

SIGNATURE OF APPLICANT Doreen Fryer DATE 10-23-17

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

Darryl Parker Ridgeway Dr Waterbury Ct (203) 525-6073 / Doreen Fryer 31 Rosengarten Dr

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. (P) (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUSTODIAN (#7,812)

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  
WAIVER REQUEST  
(to be submitted with copy of Building Permit)

APPLICANT/ORGANIZATION: Hoops4Life, Inc

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Wilby High School (Gym)

DATE(S): April 7, 8, 14, 15

TIMES: 7:30am - 10:00pm

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

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

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

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

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

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

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

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

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

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

10-23-17

Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

7,812.-

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

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

Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

NOV - 7 2017

APPLICANT Doreen Fryer NAME OF ORGANIZATION Hoops4Life, Inc

ADDRESS 232 N. Elm Street (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE # (203) 232-4578  
(203) 575-4340

SCHOOL REQUESTED Crosby High DATES April 7, 8, 14, 15 ROOM(S) Gym

OPENING TIME 7:30 AM CLOSING TIME 10:00 PM PURPOSE Basketball game

ADMISSION (if any) \$5.00 CHARGE TO BE DEVOTED TO pay for officials

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 100

SIGNATURE OF APPLICANT Doreen Fryer DATE 10-23-17

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: (203) 525-6073

Doreen Fryer 31 Rosengarten Dr. (203) 232-4578 Harry Parker Ridgeway Dr Waterbury, Ct

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. DP (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per custodian (#5208)

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.

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

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 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  
WAIVER REQUEST  
(to be submitted with use of Building Permit)

APPLICANT/ORGANIZATION: Harps4Life, Inc.

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby High School

DATE(S): April 7, 8, 14, 15

TIMES: 7:30 AM - 10:00 PM

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

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

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

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

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

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

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

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

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

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

10-23-17

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 5,208.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

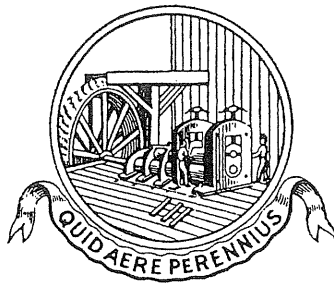
ATTEST: \_\_\_\_\_

Clerk, Board of Education

# Communications



Packet week ending 12/5/17



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 14, 2017

Jessica Doner  
1266 Baldwin St.  
Waterbury, CT 06706

Dear Ms. Doner:

We are pleased to receive your acceptance of our offer of employment for the position of Lunch Aide @ Washington Elementary School for the Department of Education – Food Service (Requisition #2018045) at \$10.45 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).


We have scheduled your orientation for Monday, November 27, 2017 at 11:15 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 16, 2017 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.

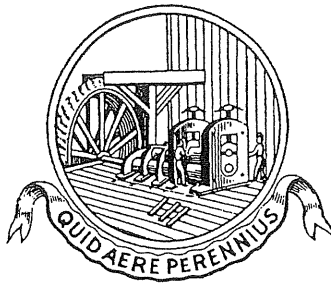
We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,  
  
Carlyne St. Felix  
Human Resources Generalist

CSF/sd

cc: Board of Education  
Robert Henry, Deputy Supt. of Schools  
Linda Franzese, Food Serv. Director



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, 2017

Emily Daily  
20 Claudia Lane  
Wolcott, CT 06716

Dear Ms. Daily:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2018191) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, November 27, 2017 at 9:15 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 20, 2017 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.

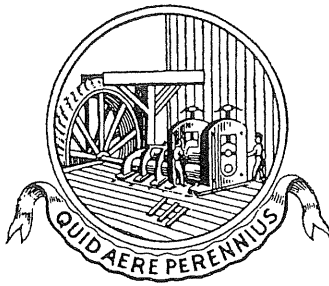
***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Robert Henry, Dep. Supt. of Schools  
Melissa Baldwin, Director of Spec Educ  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 16, 2017

Ereald Bumci  
174 Mansfield Ave.  
Waterbury, CT 06705

Dear Mr. Bumci:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2018190) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, November 27, 2017 at 9:15 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 20, 2017 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  
Robert Henry, Dep. Supt. of Schools  
Melissa Baldwin, Director of Spec Educ  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 17, 2017

Marvin Newell  
448 Columbia Blvd. Ext.  
Waterbury, CT 06704

Dear Mr. Newell:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2018186) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 7, 2017 at 9:15 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 30, 2017 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.

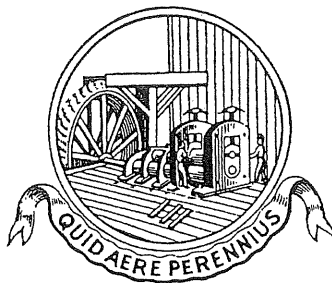
***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Robert Henry, Dep. Supt. of Schools  
Melissa Baldwin, Director of Spec Educ  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 17, 2017

Maria Cruz  
27 Starlet Lane  
Waterbury, CT 06704

Dear Mr. Cruz:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2018188) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, November 27, 2017 at 9:15 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 27, 2017 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.

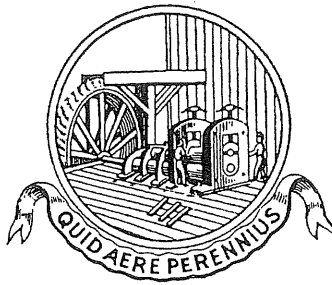
***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Robert Henry, Dep. Supt. of Schools  
Melissa Baldwin, Director of Spec Educ  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 17, 2017

Melanie Santos  
64 Piedmont St.  
Waterbury, CT 06706

Dear Ms. Santos:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2018187) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, November 27, 2017 at 9:15 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 28, 2017 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.***

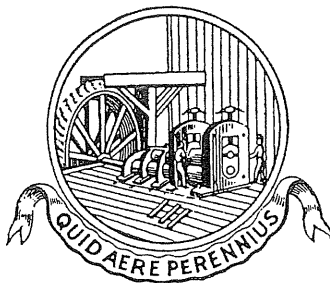
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Robert Henry, Dep. Supt. of Schools  
Melissa Baldwin, Director of Spec Educ  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 17, 2017

Laura Guareno  
68 Lanzenl St.  
Waterbury, CT 06704

Dear Ms. Guareno:

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 #2018110) at \$13.64 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Monday, November 27, 2017 at 11:15 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 28, 2017 at your regular scheduled time. Please call Denise Carroll 203-574-8035.

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.

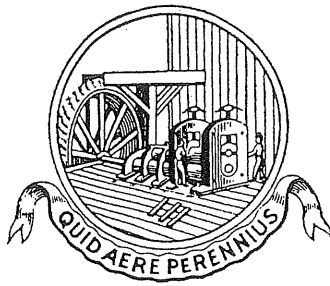
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resource Generalist

CSF/sd

cc: Board of Education  
Robert Henry, Dep. 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 20, 2017

Omaris Colon Camacho  
207 Dorchester Ave.  
Waterbury, CT 06704

Dear Ms. Colon Camacho:

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 #2018053) at \$13.64 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

Your first day reporting to your new department/supervisor will be November 27, 2017 at our regular scheduled time. Please call Denise Carrol at (203) 574-8035.

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  
Robert Henry, Dept. Supt. of Schools  
Linda Franzese, Food Serv. Director  
file

## Carrie Swain

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**From:** Theresa DeMars <CABE@embrams-mail.com>  
**Sent:** Friday, November 24, 2017 7:02 AM  
**To:** Carrie Swain  
**Subject:** CABE Policy Highlights 11-24-2017  
**Attachments:** November 24 2017.pdf



Hello,

Attached you will find *CABE's Policy Highlights Publication* for **November 24, 2017**. 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](mailto:tdemars@cabe.org) and state that you would like to unsubscribe from Policy Highlights.

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**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 24, 2017

Volume 17 – Issue #11

**Researchers Consider Effects of Social Media:** How does social media affect teenagers? Researchers have found that social media can lead to negative influences, such as increased drama and feelings of depression, and positive influences, including better self-esteem and an outlet for maintaining friendships.

Teens are on the Internet constantly. The average American teenager spends almost nine hours a day on digital devices. Much of that time is on social media, such as Instagram, Snapchat and Facebook. Such sites have become important places for students to interact. Conversations on social media can be read by anyone with access. Online postings can be positive or negatively viewed by others.

Some teens feel depressed and isolated, cut out of social interactions and judged. Some individuals who visit social media sites to feel connected to friends can get caught up in online drama including cyberbullying. However, on the positive side, social media provides a place for people to connect. Feedback that users get from their peers can boost self-esteem.

The average teen has about 300 online friends. Peer feedback play a big role in how teens view themselves and each other according to Jacqueline Nesi and Mitchell Prinstein, psychologists at the University of North Carolina. More than adults do, teens present idealized versions of themselves online according to researchers. For example, they may only post photos that show them having fun with friends which provides a filtered view of their lives.

All teens compare themselves to others. Social media makes this experience more extreme. Carefully crafted profiles can make one feel that others are living a better life than you are. Nesi states that students' use of social media "may form distorted perceptions of their peers."

In a 2015 study of eight and ninth graders, Nesi and Prinstein found that many teens who used social media experienced symptoms of depression, especially for those who were unpopular. These findings comply with previous studies that found unpopular teens get less positive feedback on their posts. Other researchers have found that unpopular teens write more negative posts than their peers, posting about unhappy events. This leads to low self-esteem and depression. More popular teens don't tend to become depressed or lose self-esteem.

Social media sites are important places to socialize according to Alice Marwick, a culture and communications researcher at Fordham University and Danah Boyd, a social media researcher at Microsoft Research. These individuals interviewed teens across the country. Since teens spend so much time each day online, many adults worry that youth no longer know how to communicate in person. Boyd and Marwick found the opposite to be true.

However, the researchers indicated that there are important differences between hanging out on social media and spending time together in person. Unlike a face-to-face conversation, online interactions can stick around for some time and be visible to many, spreading beyond one's control.

Social media is not restricted to its use by teens. People of all ages now interact on social media sites. In a study conducted by Sarah Coyne, a social scientist at Brigham Young University, pertaining to family use of social media, it was determined that about one-half of teens connected with their parents on social media, but not every day. However, any social-media interactions made teens and parents feel more connected.

Using social media can have real benefits according to Prinstein because it lets us connect with new friends and stay in touch with old ones. Unfortunately, many people tend to get caught up in other aspects of social media, focusing on how many likes or shares they have or how many people see the posts.

“Research shows that this kind of popularity leads to negative long-term outcomes. Studies that measure changes in behavior over time suggest that people who are too focused on these measures of popularity can begin to drink or use drugs. They can become more aggressive, and they're unhappier in their relationships,” according to Prinstein.

Source: Social media: What's not to like? By Alison Pearce Stevens, *Science News for Students*, October 12, 2017.

**Policy Implications:** The use of social media has become an integral part of our lives, for both adults and youngsters. It is important to use this tool appropriately. Inappropriate use can result in serious consequences and in some situations, a violation of law. Cases of cyberbullying have resulted in suicides.

Some policies to consider pertaining to this topic include the following:

1. Policy #4118.51/4218.51 – Social Networking (A recommended policy pertaining to personnel.)
2. Policy # 6141.326 – Online Social Networking (A recommended policy pertaining to students.)
3. Bylaw #9327.1 – Board Member Use of Social Media (An optional policy pertaining to board of education members.)

**New Requirements for Children in Foster Care:** The Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), added important new provisions in Title J, Part A (Title I) of the ESEA pertaining to the educational stability for children in foster care.

The success and well-being of foster youth require ongoing collaboration and partnership between educational and child welfare agencies, and the implementation of the Title I foster care provisions of the new ESSA provides an opportunity for agencies to work together for the betterment of the nearly 270,000 school-aged children nationwide currently in foster care.

Children in foster care, based on data, are more likely than their peers who are not in foster care to experience difficulties in school in the areas of academic achievement in reading/language arts, and mathematics, grade retention, high school graduation, and post-secondary school enrollment. Unplanned school changes affects learning because educational discontinuity impacts the academic progress of students. Greater educational stability has shown to lead to improved outcomes for foster youth, including higher graduation rates.

In recognition of the importance of educational stability for foster youth, the Title I foster care provisions in the ESEA, as amended by ESSA, require that State educational agencies (SEAs) and local educational agencies (LEAs) collaborate with State and local child welfare agencies (CWAs) to ensure school stability for children in foster care. Specifically, as detailed in the joint U.S. Department of Education and the U.S. Department of Health and Services non-regulatory guidance, a child in foster care must remain in his or her school of origin if that is determined to be in the child's best interest. If, on the other hand, it is in the child's best interest to be enrolled in a new school, the child must be immediately enrolled, and the new school must promptly contact the school of origin to obtain necessary records. Further, to ensure that a child in foster care remains in his or her school of origin (when it is in the child's best interest), LEAs must develop procedures in collaboration with State and local CWAs that address how transportation to the schools of origin for children in foster care will be provided, arranged, and funded.

In addition, for the first time, SEAs and LEAs must report annually on academic achievement and graduation rates for children in foster care as a separate subgroup to show how foster youth are performing relative to their peers. Bringing this crucial data to light will allow SEAs and LEAs to better understand the educational outcomes of foster youth and take appropriate steps to address any deficiencies.

The landmark Fostering Connections to Success and Increasing Adoptions Act of 2008 (Fostering Connections) was the first Federal legislation to require efforts to ensure educational stability for foster youth. Many of the new Title I foster care provisions reinforce and complement those in Fostering Connections, and both statutes emphasize the shared responsibility of educational and child welfare agencies in promoting the well-being of children in foster care.

The ESSA (section 1111(g)(1)(E)) requires state departments of education to collaborate with the state agency responsible for administering State plans under the Fostering Connections Act to ensure the educational stability of children in foster care. In Connecticut, this represents the State Department of Education (SDE) and the Department of Children and Families (DCF).

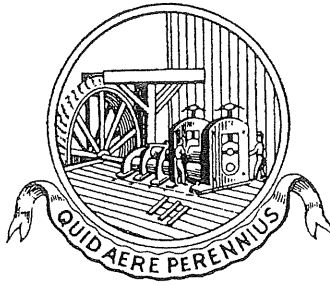
ESSA requires that local districts receiving Title I funds to assure in its local plan that it will develop and implement clear written procedures, in collaboration with the State or local child welfare agency, governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of a child's time in foster care. It is contemplated that transportation is to be paid from local welfare agency funds unless an LEA agrees otherwise. When additional costs are incurred in providing transportation to the school of origin, school districts will provide transportation if: (1) they are reimbursed by the child welfare agency; (2) the school district agrees to pay the costs; or (3) the school district and the child welfare agency agree to share the costs. The federal guidance does not clear up the ambiguity of who must pay for transportation to a child's original school if the child moves out of that school's attendance zone.

ESSA for the first time makes it legally binding on school districts to work with child welfare agencies to ensure that children in foster care stay in their school if it's in their best interest, even if they move. As previously indicated, this is a measure meant to provide stability for such children who often otherwise lack it. If the local school district and child welfare agency officials decide that moving to a new school would be in a child's best interest, then the receiving school must allow immediate enrollment, even if the child cannot produce the required paperwork. The federal guidance also recommends that states, districts, and child welfare agencies set up a process for dispute resolution in cases where there is disagreement over whether a child would be best served by staying in the original school or moving to a new one. The guidance clarifies that if an agreement cannot be reached, the child welfare agency has the final say.

In addition, the local district must assure that it will designate a point of contact regarding children in foster care if the corresponding child welfare agency notifies the local district in writing that it has designated a point of contact.

Also, the ESSA also amended section 725 of the McKinney-Vento Homeless Assistance Act and removed children "awaiting foster care placement" from the definition of "homeless children and youths" for purposes of the Education for Homeless Children and Youth's Program.

**Policy Implications:** A new policy, #5118.3, "Children in Foster Care," has been developed. This is considered an optional policy for inclusion in the district's manual. In addition, some new forms to use regarding the determination of "best-interest" and for transportation issues are also now available.



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, 2017

Katiria Alicea Marin  
374 Knollwood Circle  
Waterbury, CT 06704

Dear Ms. Alicea Marin:

We are pleased to receive your acceptance of our offer of employment for the position of Lunch Aide @ Bucks Hill Elementary School for the Department of Education – Food Service (Requisition #2018162) at \$10.45 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, December 7, 2017 at 11:15 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 December 4, 2017 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  
Robert Henry, Dep. Supt. of Schools  
Linda Franzese, Food Serv. Director