



MEMORANDUM

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

**DATE:** August 29, 2017

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

**SUBJECT:** Notice of Committee Meetings – Thursday, August 31, 2017,  
5:30 p.m., Waterbury Arts Magnet School, Media Center  
Notice of Regular Meeting – Thursday, September 7, 2017,  
6:30 p.m., Waterbury Arts Magnet School, Atrium

The Committees of the Board of Education will meet on Thursday, August 31, 2017 at 5:30 p.m., Waterbury Arts Magnet School, Media Center, 16 South Elm Street, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

1. Committee on Finance/5 minutes ~Request approval of a Professional Services Agreement with JC Vending and Distribution LLC for vending machines and services [BFC: n/a] – L. Franzese, A. Shaban.
2. Committee of the Whole/5 minutes ~ Request approval of a Data Release Authorization and Agreement with Amplify, at no cost, for administering and validating of assessments [BFC: n/a] – D. Mortensen.
3. Committee of the Whole/5 minutes ~ Request approval of an Agreement with Springfield College, at no cost, to host a School Counseling Intern [BFC: n/a] – M. Baldwin.
4. Committee of the Whole/2 minutes ~ Request approval of an Agreement with Western Connecticut State University, at no cost, to host a School Counseling Student Interns [BFC: n/a] – M. Baldwin.
5. Committee of the Whole/5 minutes ~ Request approval of an Agreement with Columbia University, at no cost, to host Social Work Student Interns [BFC: n/a] – M. Baldwin.
6. Committee of the Whole/2 minutes ~ Request approval of an Agreement with The University of Connecticut, at no cost, to host Social Work Student Interns [BFC: n/a] – M. Baldwin.
7. Committee of the Whole/2 minutes ~ Request approval of an Agreement with Western Connecticut State University, at no cost, to host Social Work Student Interns [BFC: n/a] – M. Baldwin.
8. Committee of the Whole/5 minutes ~ Request approval of an Agreement with Southern Connecticut State University, at no cost, to host School Counseling Student Interns [BFC: n/a] – M. Baldwin.

9. Committee of the Whole/2 minutes ~ Request approval of an Agreement with Central Connecticut State University, at no cost, to host School Counseling Student Interns [BFC: n/a] – M. Baldwin.
10. Committee on Finance/5 minutes ~Request approval of an Agreement with New England Home Care, Inc. to provide nursing services for students with disabilities [BFC: n/a] – M. Baldwin.
11. Committee on Policy/10 minutes ~ Request approval of the following new and/or revised policies [BFC: n/a] – Commissioner Sweeney:
  - a. 0521 Nondiscrimination (revisions required by ADA)  
4118.11  
5145.4
  - b. 4111 Recruitment and Selection (updated)
  - c. 5113 Attendance Requirements for Course Credit or Promotion (updated)
  - d. 5113.2 Attendance Requirements for Students under 18 Years of Age with Respect to Truancy (revisions required by new legislation)
  - e. 5141.4 Reporting of Child Abuse, Neglect, and Sexual Assault (updated)
  - f. 5141.8 Referral System for Sexual and Reproductive Health Services (new policy)
  - g. 5145.14 On-campus Recruitment (revisions required by ESSA)
  - h. 5145.511 Sexual Abuse Prevention and Education Program (new required policy)
  - i. 6171 Special Education (new required policy)
  - j. 6172 Alternative Education (new required policy)
12. Committee on School Facilities & Grounds/2 minutes ~ Use of school facilities by school organizations and/or City departments [BFC: n/a] – R. Brenker.
13. Committee on School Facilities & Grounds/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests [BFC: n/a] – R. Brenker.
14. Superintendent's Notification to the Board/5 minutes: [BFC: n/a]
  - a. Athletic appointments effective immediately:  
Hoy, Suzanne – Assistant Cheerleading Coach, WCA.  
O'Toole, Laura – JV Volleyball, WCA.
  - b. Robotics Teach and Mentor appointments effective immediately:  
Lucien, David – WMS/Mentor                      Gaydosh, Kathy – WSMS/Mentor  
Page, Jennifer – NEMS/Mentor                      Aird, Hugh – Enlightenment/Mentor  
Pesce, Margaruite – WMS/Teacher                      Gaafar, Harley – WSMS/Teacher
  - c. Grant funded appointments effective immediately:  
Droz, Karen – Recruitment and Student Placement Coordinator, Early Childhood Education Program, 12 months/35 hours per week @ \$18.68 per/hour, funded by Title I, non-union position with benefits governed by the SEIU Clerical Union.  
Fiore, Patience – Substitute Teacher, Maloney Magnet School's Before and After School Program.  
Theriault, Jeffrey – Network Specialist, funded by IDEA Grant, salary and benefits governed by the UPSEU #69 Union.
  - d. Teacher new hires:

<b><i>Name</i></b>		<b><i>Assignment</i></b>		<b><i>Effective</i></b>
Abraham	McKenzie	Tinker	Gr K	8/23/17
Beierle	Karen	WSMS	Fam. Cons. Science	8/23/17
Bernabe	Allan	KHS	Physics	8/23/17
Boll	Deanna	WHS	Spec Educ	8/23/17



Butterworth	Jessica	Bunker Hill	Gr 4	8/23/17
Calderon	Piedad	WCA	Spanish	8/23/17
Camilleri	Lisa	WMS	Math	8/23/17
Chambers	Robert	WHS	Math	8/23/17
Cheatham	Major	WAMS	Speech Lang. Path.	8/23/17
Comer	Sheryl	Bunker Hill	Gr. 2	8/23/17
Conway	Michael	KHS	Tech. ED	8/23/17
Cook	Nicole	Generali	Spec Educ	8/23/17
DeRienzo	Laura	Regan	Gr 1	8/23/17
Eagan	Laurie	Hopeville/W. Cross	Psychologist	8/23/17
Farrell	Kelly	Tinker	Music	8/23/17
Hauck	Jochlynn	Wilson	Gr. 5	8/23/17
Hill	Elaine	Reed	Gr 5	8/23/17
LaChance	George	WMS	Math	8/23/17
Larkin	Brian	Kingsbury	PE	8/23/17
Lespier	Bonnie	WHS	Special Ed.	8/23/17
Mastri	Earl	Bunker Hill	Gr 5	8/23/17
Mitchell	Tamara	State Street	Spec Educ	8/23/17
Neal-Goulet	Gemetta	KHS	PE/Health	8/23/17
O'Brien	Nicholas	NEMS	Math (Numeracy)	8/23/17
Oliver Miccio	Audra	CHS	Spec Educ	8/23/17
O'Neill	Patricks	WAMS	PE	8/23/17
Osagie	Nancy	Wilson	Gr 3	8/23/17
Pelegrino	Nicole	Chase/Brass City/ Wilson/Tinker/ Bunker Hill	Social Worker	8/23/17
Pepe	Thomas	CHS	Science	8/23/17
Perlini	Jocelyn	Sprague	Gr 5	8/23/17
Rivera	Ana	WHS	Spanish	8/23/17
Rotatori	Kayla	WAMS	PE	8/23/17
Schreiber	Yehudis	Reed	Music	8/23/17
Scivoletto	Nicole	Chase	Gr 1	8/23/17
Shwartz	Amelia	Wilson	Gr. 5	8/23/17
Sideravage	Elizabeth	Sprague	Gr. 3	8/23/17
Smith	Matthew	Sprague	Gr. 5	8/23/17
Stevens	Jamie	Regan	Gr. 4	8/23/17
Stewart	Dina	Duggan	Gr. 3	8/23/17
Sullo	Danielle	Washington/ Regan	Lib Media Spec	8/23/17
Tanuis	Linda	CHS	Psychologist	8/23/17
Vecca	Lisa	WMS	Social Worker	8/23/17
Welch	Alexander	Regan	Gr. 5	8/23/17
Whipple	Jennifer	Gilmartin	Gr. 3	8/23/17
Xavier	Carlos	WHS	ROTC Instructor	8/23/17
Zachary	Nina	Bunker Hill	Art	8/23/17

e. Resignations:

Calabrese, Jennifer – Walsh SVP, effective 08/18/17.

Carrion, Stephanie – Generali Special Education, effective 08/04/17.

Demas, Vivaldi – WMS Social Worker, effective 08/01/17.

DiGiovanni, Stacey – WAMS PE and Health, effective 08/07/17.

Dovale, Ashley – Bucks Hill Grade 3 Bilingual, effective 08/10/17.

Foy, Talisha – Gilmartin SVP, effective 08/18/17.

Jacobs-Vazquez, Shakira – Bucks Hill Grade 5, effective 08/15/17.

Killion, Christine – Sprague Special Education, effective 08/21/17.

Kissel, Stephen – NEMS Grade 7 Science, effective 08/22/17.

Knecht, Kimya – WSMS Special Education, effective 08/01/17.

Kuang, Qi Li – WMS Grade 7 Math, effective 08/22/17.

Liguz, Anna – NEMS Grade 6 Science, effective 08/06/17.

Luchina, Andrew – Chase Grade 5, effective 08/25/17.

Martin-Plachcinski, Stephany – State Street Special Education, eff. 08/02/17.

McCool, Maria – Duggan Grade 3, effective 08/10/17.

Medina-Santiago, Elisa – Chase Bilingual Grade 2, effective 08/24/17.  
Meyer, Stephanie – WSMS Music, effective 08/22/17.  
Nunes, Isabel – WCA English, effective 08/14/17.  
Oberlander, Amy – Tinker Special Education, effective 08/14/17.  
Piccirillo, JoAnne – Carrington Grade 6, effective 08/21/17.  
Scialla, Joseph – WMS Grade 7 Special Education, effective 08/15/17.  
Tolly, Bianca – WMS Grade 8 Science, effective 07/31/17.  
Velez, Crystal – KHS Physics, effective 07/26/17.  
Walczyszyn, Magdalena – Wilson Art, effective 08/22/17.

f. Leave of absence requests:

Gonzalez Casanova, Ilea – CHS Spanish, requesting an unpaid childrearing leave of absence for the 2017/18 school year.

**EXECUTIVE SESSION**

**ADJOURNMENT**

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education

## Memorandum

To: Board of Education/Board of Aldermen

From: Linda Franzese, Food Service Director,

Date: August 1, 2017

Re: **Board of Education/Board of Aldermen Approval Request / Executive Summary - Contract for Vending Machine Services between the City of Waterbury and JC Vending & Distribution LLC**

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The Food Service Department respectfully requests your approval of the above-referenced contract for Vending Machine Services between the City of Waterbury and JC Vending & Distribution.

This contract was initiated under the Invitation to Bid process (IFB #5807). JC Vending was the sole bidder and has had a successful history in supplying the service in the past.

Under this contract, the contractor JC Vending & Distribution will supply and stock vending machines in the different schools. They will then reimburse the Food Service Department in accordance with the commission rate schedule. These rates will be as follows: FY17/18 15.5%, FY18/19 15%, FY19/20 15% and 13% in each of the remaining optional years. The work will be supervised by Linda Franzese, Food Service Director and Adam Shaban Accountant III for the Food Service Department.

All equipment will be owned and serviced by the contractor.

The Contract Term is 3 years with 2 optional 1 year extensions.

Accordingly, attached for your review and consideration are 17 copies of the proposed contract, plus the Bid Summary as prepared by the Purchasing Department, the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Please note further that one complete set of Construction Documents, including Contract, Plans and Specifications, has been placed on file with the City Clerk's Office.

Thank you.

Linda Franzese Food Service Department  
Attachment

cc: Attorney Angela Juliani, via email, w/o attachment.



**PROFESSIONAL SERVICES AGREEMENT**

**ITB No. 5807**

**for**

**Vending Machines**

**The City of Waterbury, Connecticut**

**and**

**JC Vending and Distribution LLC**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and JC Vending and Distribution LLC located at 350 Chase River Road, Waterbury, Connecticut, a State of Connecticut duly registered domestic Limited Liability Company ("JC Vending").

**WHEREAS**, JC Vending submitted a proposal to the City responding to **ITB No. 5807**, for Vending Machines; and

**WHEREAS**, the City selected JC Vending to perform services regarding **ITB No. 5807**; and

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

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

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

**1.1.** The Project consists of placement, stocking and maintenance of 31 vending snack machines in various Waterbury District Public Schools as identified in the Vending List set forth in Attachment A. JC Vending shall place and fully stock said machines with appropriate beverages and snacks which meet the Federal and State Nutrition Guidelines as outlined in ITB No. 5807 by 9/1/2017 of each year of the initial term and any option thereof. JC Vending shall provide sufficient numbers of workers to be available for stocking, restocking, machine maintenance and to supply change at the various locations during school lunch periods as more specifically detailed and described in **Attachment A** which is hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by JC Vending as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:



- i. City of Waterbury Invitation to Bid No.5807, consisting of 19 pages, excluding sample City Contract and Contractor Compliance Packet (Attached hereto)
- ii. JC Vending's Response to City of Waterbury Invitation to Bid No.5807, dated June 30, 2017, consisting of 16, pages (Attached hereto)
- iii. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (Incorporated by reference)
- iv. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Incorporated by reference)
- v. Certificates of Insurance (Incorporated by reference)
- vi. All applicable Federal, State and local statutes, regulations charter and ordinances (Incorporated by reference)
- vii. All licenses (Incorporated by reference)

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

- i. This Contract
- ii. City of Waterbury Invitation to Bid
- ii. JC Vending Response to City of Waterbury Invitation to Bid

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

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

**2.2. Representations regarding Qualifications.** JC Vending hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that JC Vending and/or its employees be licensed, certified,



registered, or otherwise qualified, JC Vending and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, JC Vending shall provide to the City a copy of JC Vending's licenses, certifications, registrations, etc.

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

**3.8. Reporting Requirement.** JC Vending shall deliver periodic, monthly sales reports by the 10<sup>th</sup> of each month, to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) generated sales of each individual machine during the time period covered by the report, (iv) weekly gross receipts generated by sales under this Contract, as described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, (vi) JC Vending's declaration as to whether the entirety of JC Vending's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by Joseph Caiazzo.

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

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

**5. Contract Time.** The initial term of this agreement is for three (3) years commencing on September 1, 2017 and termination on June 30, 2020. JC Vending shall complete all work and services required under this Contract on June 30, 2020 or the end of the then current school year whichever is sooner. ("Contract Time"):



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

5.2 **Option Period.** The City shall have the option, at its sole discretion, to extend this agreement for two (2) additional one-year terms, upon the terms and conditions as outlined herein, to include the following two one-year periods September 1, 2020 through June 30, 2021 (first option period) and September 1, 2021 through June 30, 2022 (second option period).

6. **Compensation.** JC Vending shall pay a percentage of the weekly gross receipts to the City of Waterbury Food Service Department, 62 Harper Avenue, Waterbury, CT 06705, no later than the 10<sup>th</sup> of each month. Said commission shall be paid at the following rate for each of the following years in accordance with JC Vending's response, dated June 30, 2017, attached hereto and made part hereof as part of **Attachment A:**

	<b>Year</b>	<b>Commission Rate</b>
i.	2017/2018	15.5 %
ii.	2018/2019	15%
iii.	2019/2020	15%

6.1 **Commission for the Option Periods.** JC Vending shall remit to the City the following Commissions in accordance with its response dated June 30, 2017.

	<b>Year</b>	<b>Commission Rate</b>
i.	2020/2021	13%
ii.	2021/2022	13%

6.2. **Payment.** JC Vending shall pay a commission to the City, as set forth above, and shall provide the City, each month, for its review and approval the gross weekly sales receipts and reports for each individual machine and the commission sought therefrom in a form and with detail and clarity acceptable to the City.

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



provided the actual sales reports and the figures have been verified in order that the Commission may be remitted to the City in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of JC Vending in preparing its proposal for ITB No. 5807 shall be solely borne by JC Vending and are not included in the compensation to be paid by the City to JC Vending under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** JC Vending shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, deliverables, incidentals, etc. furnished to the City under this Contract. JC Vending shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project.

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

**8. Indemnification.**

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

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



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

**9. JC Vending's Insurance.**

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

9.2. At no additional cost to the City, JC Vending 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 JC Vending's obligation under this Contract, whether such obligations are JC Vending's or subcontractor or person or entity directly or indirectly employed by said JC Vending or subcontractor, or by any person or entity for whose acts said JC Vending or subcontractor may be liable.

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

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

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

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

**9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)**

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

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

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

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

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

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

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

**9.4.6 Builder's Risk Insurance:** coverage equaling **\$1,000,000.00** each Occurrence or Limits equaling the value of the project.

"All Risk" Builders Risk insurance (also known as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

**9.4.7 Contractors Pollution Liability Insurance:** **\$1,000,000.00** each claim, **\$2,000,000.00** aggregate coverage.

The Policy will contain no exclusion for hazardous materials, including Lead and Asbestos. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

**9.4.8 Abuse/Molestation Liability Insurance:** **\$1,000,000** per



Occurrence/Claim, \$1,000,000.00 Aggregate.

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

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

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

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

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



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

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

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

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

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

**10.3.2** JC Vending is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by



reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, JC Vending 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. JC Vending agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. This Section Left Intentionally Blank.**

**13. Termination.**

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



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

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

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

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

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

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



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

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

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

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

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

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all



subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

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

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

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

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

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

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

**16.1.** JC Vending shall be as fully responsible to the City for the acts and omissions



of JC Vending's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by JC Vending.

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

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

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

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

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

**22. Independent Contractor Relationship.** The relationship between the City and JC Vending is that of client and independent contractor. No agent, employee, or servant of JC Vending shall be deemed to be an employee, agent or servant of the City. JC Vending shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties



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

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

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

**25. Contract Change Orders.**

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

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

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

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

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



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

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

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

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and JC Vending and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned ITB No. 5807 and (ii) JC Vending's proposal responding to the aforementioned ITB No. 5807.

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

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

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

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

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

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

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

JC Vending: JC Vending and Distribution LLC  
350 Chase River Road  
Waterbury, CT 06704

City: City of Waterbury  
c/o Director of Food Service, Waterbury Public Schools  
62 Harper Avenue  
Waterbury, CT 06705

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

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

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

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation;



preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

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



as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

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

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

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

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



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

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

\_\_\_\_\_

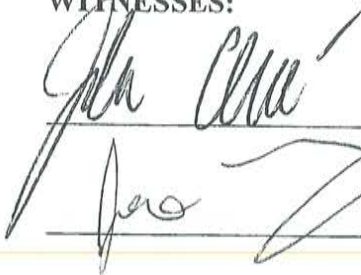
By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_

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

WITNESSES:

JC VENDING AND DISTRIBUTION LLC

  
\_\_\_\_\_

By:   
Its owner

Date: 8/3/17

## ATTACHMENT A

- i. City of Waterbury Invitation to Bid No.5807, consisting of 19 pages, excluding sample City Contract and Contractor Compliance Packet (Attached hereto)
- ii. JC Vending's Response to City of Waterbury Invitation to Bid No.5807, dated June 30, 2017, consisting of 16, pages (Attached hereto)

## ATTACHMENT A

City of Waterbury Invitation to Bid No.5807, consisting of 19 pages, excluding sample City Contract and Contractor Compliance Packet

## **ATTACHMENT A**

JC Vending's Response to City of Waterbury Invitation to Bid No.5807, dated June 30, 2017, consisting of 16, pages (Attached hereto)

## **ATTACHMENT A**

- i. City of Waterbury Invitation to Bid No.5807, consisting of 19 pages, excluding sample City Contract and Contractor Compliance Packet (Attached hereto)
- ii. JC Vending's Response to City of Waterbury Invitation to Bid No.5807, dated June 30, 2017, consisting of 16, pages (Attached hereto)

## **ATTACHMENT A**

City of Waterbury Invitation to Bid No.5807, consisting of 19 pages, excluding sample City Contract and Contractor Compliance Packet

**THE CITY OF WATERBURY**

**VENDING MACHINES BID**

**INVITATION TO BID # 5807**

Sealed Bids for **Vending Machines** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **10:30 a.m.** on July 6, 2017 and at that time and place will be publicly opened and read aloud. No bids will be received after 10:30 a.m. on the day the bids are to be opened.

The Work (or Item(s) to be procured) consist(s) of: **Vending Machines**

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title (Vending Machines Bid) and shall contain the name and address of the Bidder on the envelope.

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

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

Contact Rocco Orso, Director of Purchasing, at 203-574-6748 for further information.

**END OF SECTION**



THE CITY OF WATERBURY  
VENDING MACHINES  
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## THE CITY OF WATERBURY

### VENDING MACHINES

#### SECTION 00100

#### INSTRUCTIONS TO BIDDERS

##### ARTICLE 1. QUALIFICATIONS OF BIDDERS

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

##### ARTICLE 2. COPIES OF BID DOCUMENTS

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

##### ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

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

##### ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to The City of Waterbury eProcurement website by June 26, 2017 @ 2:00 p.m.
- 4.2 The City will issue written clarifications or interpretations by Addenda online at the City of Waterbury eProcurement website not later than June 28, 2017 @ 2:00 p.m.  
Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the City.

##### ARTICLE 5. PRE-BID CONFERENCE



5.1 NOT USED

ARTICLE 6. BID FORM

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

ARTICLE 7. RECEIPT OF BIDS

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

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the City for the opening of Bids.
- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or City authorized postponement thereof) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the City's opening of Bids shall not be considered. Once bids are opened by the City, no Bidder may withdraw its Bid for a



period of ninety (90) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the City's opening of the Bids.

#### ARTICLE 9. LOWEST RESPONSIBLE BIDDER

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

#### ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

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

#### ARTICLE 11. ACCESS TO SITE

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

#### ARTICLE 12. SALES TAX

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



CITY OF WATERBURY  
Insurance Bid Specifications Recommendation  
RISK MANAGEMENT

Submitting Department: Food Service  
Contact: Linda Franzese  
Project: Vending Machines  
Date: 6/2/17  
Description of Work/Services: Vending Machines

Estimated Cost: \$  
Contract Term: days

Recommended Insurance Coverages and Limits:

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

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

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

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

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

Builder's Risk / Installation Floater Ins.: \$1,000,000 each Occurrence or Limits equaling the value of the project

Contractors Pollution Liability Insurance: \$1,000,000 each Occurrence  
\$2,000,000 Aggregate  
Policy will contain no exclusion for hazardous materials, including Lead and Asbestos

Professional Liability Insurance: \$1,000,000 each Occurrence  
\$1,000,000 Aggregate

Other Insurance Required: Abuse / Molestation Liability Ins: \$1,000,000 per Occurrence  
\$1,000,000 Aggregate

Wording for Additional Insured Endorsement and Waiver of Subrogation:  
The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation and be written on an Occurrence basis.

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

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

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

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

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

- 14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY'S written notice to proceed, which shall occur after contract execution by both parties.
- 14.2 BIDDER agrees and covenants that the purchase order time shall commence upon issuance and terminate on 08/31/18, unless the purchase order provides otherwise.

#### ARTICLE 15. BID DOCUMENTS.

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

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

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

END OF SECTION



## Not Applicable

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

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

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

END OF SECTION



### **CIVIL RIGHTS STATEMENT:**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

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THE CITY OF WATERBURY

VENDING MACHINES

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

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

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

Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

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

By Bidder's Authorized Representative:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

END OF SECTION



THE CITY OF WATERBURY

VENDING MACHINES

SECTION 00400

BID FORM

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

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

Sir:

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

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

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

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

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

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

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

Respectfully submitted by:

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

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

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

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

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

Bidder shall provide Bidder's Contact Information below:

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

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

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

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

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

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

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



## BID FORM VENDING MACHINES

YEAR	COMMISSION RATE
2017 / 2018	
2018 / 2019	
2019 / 2020	
2020 / 2021	
2021 / 2022	

THE COMMISSION RATE SHALL BE BASED UPON THE WEEKLY GROSS RECEIPTS OF THE VENDING MACHINES AND SAID COMMISSIONS SHALL BE RENDERED TO:  
62 HARPER AVE., WATERBURY, CT 06705  
NO LATER THAN THE 10<sup>TH</sup> OF THE FOLLOWING MONTH,  
ALONG WITH MONTHLY REPORT OF GENERATED SALES ON  
INDIVIDUAL MACHINES.

BECAUSE OF THE NATURE OF THE BID BEING MULTI-YEAR, A CONTRACT WILL NEED TO BE SIGNED BY THE NECESSARY PARTIES BEFORE SERVICES CAN BE RENDERED.

CONTRACT WILL BE FIRM FOR FISCAL YEARS  
(19/20, 20/21, 21/22) WITH THE POSSIBILITY OF 2-1 YEAR  
EXTENSIONS, AT THE DISCRETION OF THE CITY.

THE CITY OF WATERBURY  
SECTION 00400  
TECHNICAL SPECIFICATIONS

Snack (Non-Refrigerated and Beverage Refrigerated) Vending Machines must be of high quality, clean and user friendly. Items in vending machines must meet the requirements for school food and beverages, complying with Public Act 06-03, an Act concerning healthy food and beverages in schools.

Items sold in the machines should not duplicate items being sold ala carte in the cafeterias.

Vending machines will be located in the locations specified. (See Attached) An itemized list of vending machines and items contained in them must be provided with the bid.

Those bidders must have experience with vending machines within a school system. And those bidders must provide references from those school district(s).

Awarding of bidder will not be based on commission only, but other factors, such as: experience with vending machines in school systems, references, years of service and applicable licenses and any other added value.

Also, an overall business plan must be provided with the bid.

The City of Waterbury Food Service Department shall receive the commission check based on the commission rate of weekly gross receipts of the vending machines, every month, no later than the 10<sup>th</sup> of the month following the previous month's gross sales.

A report of generated monthly sales on each vending machine must be included with the commission check.

The winning vendor shall provide, service and maintain all vending machines and shall place and bolt them against a wall inside the school(s).

The winning vendor will provide all maintenance and repair services for the vending machines.

The winning vendor shall station a Representative(s) from the company in the cafeteria at each school where vending machines are provided for the duration of each of the schools' cafeteria periods every school day.

The winning vendor shall pay all refunds to students or others who lose money due to vending machine error.

Under no circumstances, shall any Food Service staff be responsible to assist in the operation of any vending machine which includes, but is not limited to, equipment malfunctions and providing change. Vending machines are the sole responsibility of the winning vendor.

Vending machines must be in place and ready for operation no later than the first day of school or/ September 1<sup>st</sup> of every school year, whichever comes first.



<b>Vending</b>
<b>CROSBY</b>
WATER-Café
WATER-Gym
Snack #1 - CAFÉ
Snack #2 - CAFÉ
<b>ENLIGHTENMENT</b>
Water-Student Café
<b>KENNEDY</b>
Water - front hallway
Water - rear hallway
Water-Café
Snack #1 - Café
Snack #2 - Café
Snack Machine - rear hallway
Snack Machine - front hallway
MOTT'S JUICE-Student Café
<b>NORTH END</b>
Water-Boys Locker
Water-Girls Locker
<b>TINKER SCHOOL</b>
Water
<b>WALLACE</b>
Water-Student Café
MOTT'S JUICE-Student Café
<b>WEST SIDE</b>
Water-Student Café
Water-Hall
<b>WILBY</b>
Water-Boys Locker
Water-Student Café
Water-Hall
Snack # 1 - CAFÉ
Snack# 2 - CAFÉ
MOTT'S JUICE-Student Café
Snack-Hallway
<b>WTBY ARTS</b>
Water-Student Café
Snack-Student Café
<b>WTBY CAREER ACADEMY</b>
Water-Student Café
Snack-Student Café



Governor Daniel P. Malloy |

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## CONNECTICUT STATE DEPARTMENT OF EDUCATION

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## Beverage Requirements

[School Nutrition Programs](#) | [Program Guidance](#) | [Forms](#) | [Resources](#) | [Nutrition Education](#)[HFC](#) | [Competitive Foods](#) | [CNS](#) | [List of Acceptable Foods and Beverages](#)

## STATE AND FEDERAL BEVERAGE REQUIREMENTS FOR SCHOOLS

**Section 10-221q** of the Connecticut General Statutes (C.G.S.) governs beverages sold to students in public schools at all times. It applies to beverages sold as part of school meals and separately from school meals anywhere on school premises, such as cafeteria sales, school stores, vending machines, fundraisers, and any other locations where beverages are sold.



The U.S. Department of Agriculture (USDA) **Smart Snacks** nutrition standards apply to beverages sold to students separately from school meals during the school day on school premises, e.g., cafeteria a la carte sales, school stores, vending machines, fundraisers, and any other locations where beverages are sold. It applies to public schools, private schools, and residential child care institutions (RCCIs) that participate in the USDA school nutrition programs, e.g., National School Lunch Program (NSLP), School Breakfast Program (SBP), Afterschool Snack Program (ASP), and Special Milk Program (SMP).

Private schools and RCCIs must comply with Smart Snacks. Public schools must comply with Smart Snacks and the stricter provisions of Connecticut's beverage statute. All schools and institutions that participate in the USDA school nutrition programs must also comply with the state competitive foods regulations (Sections 10-215b-1 and 10-215b-23). The resources below provide guidance on the state and federal beverage requirements for all schools and institutions.

## BEVERAGE REQUIREMENTS FOR PUBLIC SCHOOLS

Public school districts include the Connecticut Technical High School System, charter schools, interdistrict magnet schools, and endowed academies. All public schools must comply with the Smart Snacks beverage standards and the stricter provisions of the state beverage statute. The state beverage statute applies to all public schools, regardless of whether they choose the healthy food option of Healthy Food Certification (HFC) under C.G.S. Section 10-215f or participate in the USDA school nutrition programs.

## Five Allowable Beverage Categories



The requirements below include the stricter provisions of the state beverage statute and Smart Snacks beverage standards.

## Prohibited Beverages



Prohibited beverages include soda (regular and diet), sports drinks (regular, low-calorie and zero calorie), hot chocolate (regular, low-calorie and sugar-free),



1. *Milk, low-fat (1%) unflavored and nonfat flavored or unflavored* with no more than 4 grams of sugar per ounce and no artificial sweeteners.
2. *Nondairy milk substitutes such as soy or rice milk (flavored or unflavored)*, that meet the USDA nutrition standards for nutritionally equivalent milk alternatives and contain no artificial sweeteners, no more than 4 grams of sugar per fluid ounce, no more than 35 percent of calories from fat, and no more than 10 percent of calories from saturated fat. For information on the USDA's nutrition standards for fluid milk substitutes, see the CSDE's handout, *Allowable Milk Substitutes for Nondisabled Children*.
3. *100 percent juice (fruit, vegetable or combination)*, containing no added sugars, sweeteners (including nonnutritive sweeteners), or artificial sweeteners.
4. *Beverages that contain only water and juice*, with no added sugars, sweeteners (including nonnutritive sweeteners), or artificial sweeteners, and that meet the requirements specified in *Requirements for Beverages Containing Water and Juice*; and
5. *Water (plain or carbonated)*, which may be flavored but contains no added sugars, sweeteners (including nonnutritive sweeteners), artificial sweeteners, or caffeine.

Portion sizes cannot exceed 8 fluid ounces for elementary schools and 12 fluid ounces for middle and high schools, with the exception of water, which is unlimited.

energy drinks, sweetened beverages (with or without carbonation) that are not 100 percent juice such as lemonade and fruit punch drinks made with 10 percent juice, and any other beverages that do not comply with state statute.

Beverages that do not comply with state beverage statute can only be sold to students on school premises if the board of education or school governing authority votes to allow exemptions, and the beverages:

1. are sold **after** the school day or on the weekend;
2. are sold at the location of an event; and
3. are not sold from a vending machine or school store.

Beverages that do not comply with the requirements of state statute can never be sold in vending machines or school stores. For more information on beverage exemptions, see the CSDE's handout, *Exemptions for Foods and Beverages in Public Schools*.

The school day is the period from midnight before to 30 minutes after the end of the official school day.

#### Resources

- [Allowable Beverages in Connecticut Public Schools \(PDF\)](#)
- [Requirements for Beverages Containing Water and Juice \(PDF\)](#)
- [Beverage Requirements for Connecticut Public Schools Presentation \(PDF\)](#)
- [Commissioner's Circular Letter C-10: Requirements for Beverages Sold to Students in Schools \(PDF\)](#)
- [Comparison Chart: USDA Smart Snacks Standards and Connecticut Nutrition Standards \(PDF\)](#)
- **Competitive Foods**
  - [Competitive Foods \(CSDE webpage\)](#)
  - [Connecticut Competitive Foods Regulations \(Sections 10-215b-1 and 10-215b-23\)](#)
    - [Regulations \(PDF\)](#)
    - [Handout \(PDF\)](#)
  - [CSDE Operational Memorandum 11-14: Overview of Federal versus State Nutrition Standards for Competitive Foods in Schools \(PDF\)](#)
  - [Guide to Competitive Foods in Schools \(PDF\)](#)
- [Exemptions for Foods and Beverages in Public Schools \(PDF\)](#)
- **Fundraisers**
  - [HFC Public Schools \(PDF\)](#)
  - [Non-HFC Public Schools \(PDF\)](#)
- [List of Acceptable Foods and Beverages \(comply with state beverage statute and USDA Smart Snacks\)](#)
- [Questions and Answers on Connecticut Statutes for School Foods and Beverages \(PDF\)](#)
- **School Stores**
  - [HFC Public Schools \(PDF\)](#)
  - [Non-HFC Public Schools \(PDF\)](#)
- [Smart Snacks \(CSDE webpage\)](#)
- [Summary of Smart Snacks Nutrition Standards \(PDF\)](#)
- **Vending Machines**
  - [HFC Public Schools \(PDF\)](#)
  - [Non-HFC Public Schools \(PDF\)](#)

#### BEVERAGE REQUIREMENTS FOR PRIVATE SCHOOLS AND RCCIS

Private schools and RCCIs that participate in the USDA school nutrition programs must comply with the Smart Snacks standards for all beverages sold to students separately from reimbursable meals during the school day (the period from the midnight before to 30 minutes after the end of the official

school day). Beverage sales must also comply with the state competitive foods regulations (Sections 10-215b-1 and 10-215b-23).

#### Resources

- Competitive Foods (CSDE webpage)
- Connecticut Competitive Foods Regulations (Sections 10-215b-1 and 10-215b-23)
  - Regulations (PDF)
  - Handout (PDF)
- CSDE Operational Memorandum 11-14: Overview of Federal versus State Nutrition Standards for Competitive Foods in Schools (PDF)
- Guide to Competitive Foods in Schools (PDF)
- Fundraisers in Private Schools and RCCIs (PDF)
- List of Acceptable Foods and Beverages (comply with state beverage statute and USDA Smart Snacks)
- School Stores in Private Schools and RCCIs (PDF)
- Smart Snacks (CSDE webpage)
- Summary of Smart Snacks Nutrition Standards (PDF)
- Vending Machines in Private Schools and RCCIs (PDF)

#### CONTACT: CSDE School Nutrition Programs Staff

Connecticut State Department of Education  
Bureau of Health, Nutrition, Family Services and Adult Education  
Child Nutrition Programs  
450 Columbus Boulevard, Suite 504  
Hartford, CT 06103-1841  
Phone: 860-807-2050  
Fax: 860-807-2127

Nondiscrimination Statements (USDA and CSDE)

Content Last Modified on 4/17/2017 2:18:31 PM

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450 Columbus Boulevard, Hartford, CT 06103-1841 / Phone: 860-713-6543

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# Waterbury Public Schools 2017 ~ 2018 School Year Calendar

July						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

21st - New Teacher Orientation - 7hr.  
22nd - New Teacher Orientation - 7hr.  
23rd - Professional Development Day - 7hr.  
24th - Professional Development Day - 7hr.  
25th - Professional Development Day - 7hr.  
28th - First Day of School

September						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4th - Labor Day - No School  
12th - Professional Development - 7hr. - No School  
20th - Open House Elem. 5-7pm - Early Dismissal  
20th - Open House H.S. 7-9pm - Early Dismissal  
20th - Early Dismissal - N.S. & Elem. Teacher Collaboration/PT  
27th - Open House M.S. 5-7pm - Early Dismissal  
27th - Early Dismissal - H.S. & Elem. Teacher Collaboration/PT

October						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

9th - Columbus Day - No School  
31st - End of the 1st MP: HS/MS/Elem

November						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

7th - Election Day - No School  
9th - Grade Submission Ends - 9AM  
10th - Veterans Day - No School  
17th - Distribute 1st MP Report Cards  
22nd - Early Dismissal - Thanksgiving Recess  
23rd & 24th - Thanksgiving Recess - No School  
28th - Pre-K & Kindergarten - End of 1st MP

December						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

6th - Parent Conference Elem. 5-7pm - Early Dismissal  
6th - Parent Conference H.S. 7-9pm - Early Dismissal  
6th - Early Dismissal - M.S. - Teacher Collaboration/PT  
6th - Pre-K & Kindergarten - Grade Submission Ends - 9AM  
12th - Pre-K & Kindergarten - Distribute 1st MP Report Cards  
13th - Parent Conference M.S. 5-7pm - Early Dismissal  
13th - Early Dismissal - H.S. & Elem. Teacher Collaboration/PT  
25th-29th - Winter Recess - No School

January						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1st - New Year's Day - No School  
2nd - School Resumes  
6th - Three King's Day  
11th - 17th - Mid Term Exams - Early Dismissal H.S. Only  
15th - Martin Luther King Jr. Day - No School  
17th - Early Dismissal - Teacher Collaboration/PT  
17th - End of the 2nd MP: HS/MS/Elem  
25th - Grade Submission Ends - 9AM

February						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

1st - Distribute 2nd MP Report Cards  
14th - Early Dismissal - Teacher Collaboration/PT  
19th - President's Day - No School  
20th - Lincoln's Day (Observed) - No School

March						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

5th - Pre-K & Kindergarten - End of the 2nd MP  
13th - Pre-K & Kindergarten - Grade Submission Ends - 9AM  
20th - Pre-K & Kindergarten - Distribute 1st MP Report Cards  
23rd - End of the 3rd MP: HS/MS/Elem  
28th - Early Dismissal - Teacher Collaboration/PT  
30th - Good Friday - No School

April						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

3rd - Grade Submission Ends - 9AM  
10th - Distribute 3rd MP Report Cards  
16th-20th - Spring Recess - No School  
11th - Parent Conference Elem. 5-7pm - Early Dismissal  
11th - Parent Conference H.S. 7-9pm - Early Dismissal  
11th - Early Dismissal - M.S. - Teacher Collaboration/PT  
25th - Parent Conference M.S. 5-7pm - Early Dismissal  
25th - Early Dismissal - H.S. & Elem. Teacher Collaboration/PT

May						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1st - 14th - AP Exams  
16th - Early Dismissal - Teacher Collaboration/PT  
28th - Memorial Day - No School

June						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

\*\* Pre-K - 8th-Grades due 5 days before last day  
\*\* Pre-K - 8th-Distribute Report Cards on last day  
\*\* H.S. Grade submission ends on last day  
Last Day of School shall be Early Dismissal  
8th - Last Day of School - Depending on Weather

Full Day Professional Development Day  
Prepared by the Computer Technology Center

School Closed  
School Day

Early Dismissal Professional Development Day  
Approved by BOE: 12-16-2015

JC Vending's Response to City of Waterbury Invitation to Bid No.5807, dated June 30, 2017,  
consisting of 16, pages (Attached hereto)



THE CITY OF WATERBURY

VENDING MACHINES

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

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

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

Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

none

Business Name of Bidder: Jc Vending + Dkt LLC  
(Print or Type)

By Bidder's Authorized Representative:

Signature: 

Name: Joseph Carizzo  
(Print or Type)

Title: owner  
(Print or Type)

Date: 6.30.17  
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY

VENDING MACHINES

SECTION 00400

BID FORM

Date: 6.30.17

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

Sir:

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

Jc Vending & Dist LLC  
(Print or Type Business Name of Bidder)

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

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



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

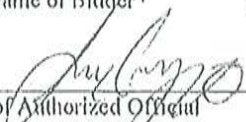
In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

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

Respectfully submitted by:

20-3635582  
Social Security Number or (Print or Type)  
Federal Identification Number

JC Vendings Dist LLC  
Business Name of Bidder (Print or Type)

  
Signature of Authorized Official

Joseph Calazzo  
Name of Authorized Official (Print or Type)

owner  
Title of Authorized Official (Print or Type)

Bidder shall provide Bidder's Contact Information below:

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

Waterbury CT 06204  
City, State, Zip Code: (Print or Type)

203-594-3236  
Business Telephone Number: (Print or Type)

203 594-7807  
Business Fax Number: (Print or Type)

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

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

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

# Attachment A

CORPORATE RESOLUTION

CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

DEBARMENT FORM

ANNUAL STATEMENT OF FINANCIAL INTEREST



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

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

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

State of CT

SS.: \_\_\_\_\_

County of New Haven

Joseph Carazzo, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or of JC Vending & Dist (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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



State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_ (Notary Public)

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

Kathleen Decelles  
 Witness

JC Vending & More LLC  
 Name of Partnership/Business



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

By: [Signature]  
Name of General Partner/ Solo Proprietor  
350 Chase River Rd WBF CT  
Address of Business 06209

State of Connecticut )  
Waterbury ) SS  
County of New Haven )

JOSEPH CAIAZZO being duly sworn,  
Deposes and says that he/she is OWNER of JC VENDING LLC and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 30<sup>TH</sup> day of June 2017  
Paul J. Boccialetti  
(Notary Public)

My Commission Expires: 9-30-17

For Corporation

Witness \_\_\_\_\_

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

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

Affix  
Corporate  
Seal

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

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

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

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

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

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

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

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

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

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

**Certification**

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

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

JC Vending & Dist LLC  
350 Chase River Rd  
Waterbury, CT

Print Name and Title of Authorized Representative:

Joseph Carizzo - Owner

Signature of Authorized Representative:

*Joseph Carizzo*  
Date: 6-30-17



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

I. Outstanding Purchase Orders or Contracts with the City

A. Contracts

No Contracts with the City

☐

Vending machines

(Service or Commodity Covered by Contract)

EYP 6.30.17

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

After school snacks

(Service or Commodity Covered by Purchase Order)

4-12-17, 11-30-16, 1-19-17

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



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

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

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

☐

Joseph Carrazzo

(Name of Official)

Chairman ZBA

(Position with City)

Owner

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

Interest Held By:

Self

☒

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

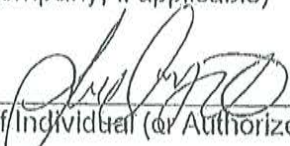
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

JC Vending & Dine LLC  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

6.30.17  
Date

Joseph CAIAZZO  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered





Single Member L.L.C. Company Resolution

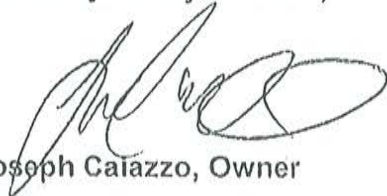
I, Joseph Caiazzo, hereby certify that I am the owner duly authorized and acting owner of J.C. Vending and Distribution, organized and existing under the laws of the State of Connecticut, and do hereby certify that the following facts are true and were taken from the records of said Single Member LLC.

"It is hereby resolved that Joseph Caiazzo is authorized to make, execute and approve, on behalf of this company any and all contracts or amendments thereof"

And I do further certify that the above resolution has not been in any way

altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand of J.C. Vending and Distribution, this thirtieth day of June, 2017.



Joseph Caiazzo, Owner

6-30-17

## BID FORM VENDING MACHINES

YEAR	COMMISSION RATE
2017 / 2018	15.5
2018 / 2019	15
2019 / 2020	15
2020 / 2021	13
2021 / 2022	13

THE COMMISSION RATE SHALL BE BASED UPON THE WEEKLY GROSS RECEIPTS OF THE VENDING MACHINES AND SAID COMMISSIONS SHALL BE RENDERED TO:  
62 HARPER AVE., WATERBURY, CT 06705  
NO LATER THAN THE 10<sup>TH</sup> OF THE FOLLOWING MONTH,  
ALONG WITH MONTHLY REPORT OF GENERATED SALES ON  
INDIVIDUAL MACHINES.

BECAUSE OF THE NATURE OF THE BID BEING MULTI-YEAR, A CONTRACT WILL NEED TO BE SIGNED BY THE NECESSARY PARTIES BEFORE SERVICES CAN BE RENDERED.

CONTRACT WILL BE FIRM FOR FISCAL YEARS  
(19/20, 20/21, 21/22) WITH THE POSSIBILITY OF 2-1 YEAR  
EXTENSIONS, AT THE DISCRETION OF THE CITY.



**Contract / Amendment Information Sheet**  
(To be completed by the City Department)]

**Section 1 - General Information**

1. Target Date for Submission to the Board of Aldermen August 10
2. Contractor's/ Funding Agency's Full Legal Name: JC Vending & Dist LLC
3. City Department and Department Employee Assigned To This Contract (Include Phone Number; i.e., -574-xxxx):  
Food Services Linda Franzese 203-574-8210
4. Brief Description of Contract or Amendment: This will Allow the vendor to place machines in the schools to sell snacks. They will then pay us a commission.
5. Length of Time of Contract/Amendment: \_\_\_\_\_
6. Total Contract Amount: NA Amount/year if applicable: NA
7. Total Amendment Amount: \_\_\_\_\_

**Section 2 - Grant /Loan Funding Agreements (Agreement w/ State or Federal Agency to receive funds)**

1. Is the purpose of this agreement solely to receive a State or Federal grant or loan? Yes ☒ No (Circle One)  
If Yes, sign and return form to Corporation Counsel with the supporting documents listed in the box below. If No, skip the rest of this box and go to Section 3.
2. Name of Grant: \_\_\_\_\_
3. Length of Time: \_\_\_\_\_
4. Is a local match required? Yes ☐ No (Circle One)  
If Yes, please attach a copy of the documents listed below.

Documents:

Copy of Grant/Loan agreement  
Board of Alderman Approval (if matching funds required)  
Appropriate "other" Board approvals

**Section 3 - Procurement Process Information**

1. Through which of the following processes was this contract initiated? (Circle your answer).  
(Attach supporting documentation listed on page 2):

- ☒ A. ITB  
☐ B. RFP  
☐ C. RFQ  
☐ D. Other, Explain (i.e. sole source/ intergovernmental relations, etc.) \_\_\_\_\_  
☐ E. Procurement as dictated by State or Federal government. Explain.  
\_\_\_\_\_  
\_\_\_\_\_

2. If this agreement was not subject to the procurement process, please choose the reason from the following (Circle your answer).

- ☐ A. Public emergency  
☐ B. Existence of extraordinary condition or contingency  
☐ C. Professional services exempt from normal procurement under § 38.029  
☐ D. Other \_\_\_\_\_

3. Attach corresponding letter from purchasing department relative to questions 1 and 2.

4. If this agreement is an amendment to an existing contract, please provide cost of the amendment in Section 1 above and attach the appropriate letter from purchasing signifying compliance with § 38.073 of the procurement ordinance.

Section 4-Source of Funds (Check appropriate line and insert the fund specifics.)

- ☐ City General Fund  
☐ City Bond Funds  
☐ Capital Vehicle Replacement Fund  
☐ Enterprise Fund (Water, Water Pollution Control)  
☐ State Loan/Grant (Circle all that apply)  
☐ Federal Loan/Grant (Circle all that apply)  
☐ "Other" Grant

Fund Specifics:

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

Account Category: \_\_\_\_\_

Submitted by: Linda Franzen

Date: 7/24/17

PROCUREMENT ORDINANCE SUPPORTING DOCUMENTS

The following supporting documents for contracts and amendments that are subject to the procurement process shall be attached to this form:

- A. **Copy of the RFP, RFQ, or ITB;**
- B. **Attachment A - Compliance Packet** – containing the following:
  - Disclosure and Certification Affidavit,
  - Annual Statement of Financial Interests,
  - Debarment Certification, &
  - Corporate Resolution
- C. **Attachment C** – from vendor to Director of Purchasing re: Receipt of Addendum/Notice;
- D. **Insurance and Bond Requirements** as approved by the Risk Management team (pre and post-procurement);
- E. **Delinquent Tax Statement** as issued by the Tax Collector Pursuant to §§38.48, 38.49, 38.72, 38.72, 38.81, 38.96 of the Procurement Ordinance;(Tax clearances must be received for all entities including subcontractors, company principal officers, and stockholders in accordance with C.G.S. § 12.41 and section G of the Code of Ordinance sections in the contract that neither the contractor nor any of the business entities owe taxes to the City);
- F. **Certification of Funds;**
- G. **Procurement process letter or amendment letter** pursuant to Section 3.3 of this form.



CITY OF WATERBURY  
PROJECT OR CONTRACT CERTIFICATION

To: Director of Purchasing

Re: Project: Vending Machine Contract

Contract: 5807

Contractor: JC Vending + Dist LLC

Funding Source: 28001

Cost of Project: NA

Cost of Contract: NA

Amount of State Funds: N/A

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

Good Jobs Ordinance:

*(in the event that this applies, I have notified and made appropriations for funding of the Good Jobs Administrator)*

Applies Does not apply

☐☒

Section 3 – Housing and Urban Development Act:

*(in the event that this applies, I have notified the Section 3 Coordinator)*

☐☒

C.G.S. § 4a-40g set-aside requirements:

*(in the event that this applies, the contract is municipal public works contract that requires a State set-aside)*

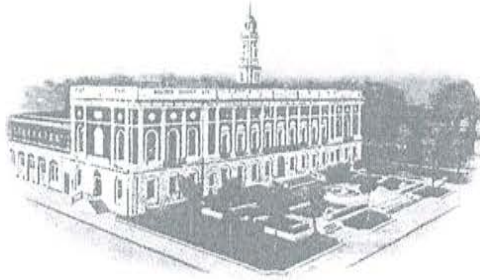
☐☒

FOOD SERVICE  
Department

7/24/17  
Date

Linda Franzese  
Department Head/Designee Signature  
LINDA FRANZESE  
Print Name

ROCCO ORSO  
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

August 11, 2017

J C Vending & Dist. LLC  
350 Chase River Road  
Waterbury, CT 06704

ITB #: 5807  
Project: Vending Machines

Dear Mr. Joseph Caiazzo

Congratulations your firm has been determined the lowest responsible bidder for the above City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

Rocco F. Orso  
Director of Purchasing



THE CITY OF WATERBURY  
MEMORANDUM

**From:** Delinquent Tax Office  
**To:** Adam Shaban  
Department of Education-Food Service

**Date:** 07/31/2017

**Subject:** Tax Clearance

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

Frankie's Franchise Systems, Inc  
378 Chase Ave Suite 301  
Waterbury, CT

Frankie's Enterprises, Inc  
378 Chase Ave Suite 302  
Waterbury, CT

Frankie's Dairyette  
700 Watertown Ave  
Waterbury, CT

Ballpark Frankie's, LLC  
378 Chase Ave Suite 302  
Waterbury, CT

Chestnut Group, LLC  
378 Chase Ave Suite 302  
Waterbury, CT

Abbey Group  
70 Phyllis Ave  
Waterbury, CT

JC Vending and Distribution, LLC  
350 Chase River Rd  
Waterbury, CT

Caiazzo Properties, LLC  
378 Chase Ave Suite 301  
Waterbury, CT

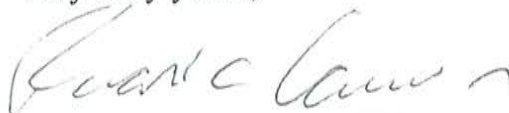
Caiazzo Associates, LLC  
378 Chase Ave Suite 302  
Waterbury, CT

Caiazzo's Backyard BBQ, LLC  
572 Watertown Ave  
Waterbury, CT

Joseph Caiazzo  
70 Phyllis Ave  
Waterbury, 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

CITY OF WATERBURY  
Insurance Bid Specifications Recommendation  
RISK MANAGEMENT

Submitting Department: Food Service  
Contact: Linda Franzese  
Project: Vending Machines  
Date: 6/2/17  
Description of Work/Services: Vending Machines

Estimated Cost: \$  
Contract Term: days

**Recommended Insurance Coverages and Limits:**

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

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

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

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

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

**Builder's Risk / Installation Floater Ins.:** \$1,000,000 each Occurrence or Limits equaling the value of the project

**Contractors Pollution Liability Insurance:** \$1,000,000 each Occurrence  
                                                             \$2,000,000 Aggregate  
Policy will contain no exclusion for hazardous materials, including Lead and Asbestos

**Professional Liability Insurance:**    \$1,000,000 each Occurrence  
                                                             \$1,000,000 Aggregate

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

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

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



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

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

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

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

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

- 14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY'S written notice to proceed, which shall occur after contract execution by both parties.
- 14.2 BIDDER agrees and covenants that the purchase order time shall commence upon issuance and terminate on 08/31/18, unless the purchase order provides otherwise.

#### ARTICLE 15. BID DOCUMENTS.

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

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

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

END OF SECTION





JC VENDI

OP ID: VG

# **CERTIFICATE OF LIABILITY INSURANCE**

 DATE (MM/DD/YYYY)  
 07/28/2017

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

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

PRODUCER CDR Insurance Group, Inc. 211 Schraffts Drive Waterbury, CT 06705 Vincent A. Stifano III		CONTACT NAME: Vincent A. Stifano III PHONE (A/C, No, Ext): 203-754-3156 FAX (A/C, No): 203-754-7927 E-MAIL ADDRESS: vstifano@cdrinsurance.com	
INSURED: JC Vending & Distribution LLC dba JC Vending & Abbey Vending 350 Chase River Road Waterbury, CT 06704		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company INSURER B: Utica National Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22357 25976	

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

INSR LTR	TYPE OF INSURANCE	ADDL RISK	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPL \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		31SBAPN7559	01/05/2017	01/05/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Bon. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			4919165	01/05/2017	01/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			31SBAPN7559	01/05/2017	01/05/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	31WECCS5343	01/05/2017	01/05/2018	<input checked="" type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ 500,000 <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Subject to a written agreement in effect, the City of Waterbury Food Services Department is additional insured on the general liability policy for operations conducted by the named insured.

**CERTIFICATE HOLDER**

CITYWAF

 City of Waterbury  
 Food Services Department  
 62 Harper Ave  
 Waterbury, CT 06705

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*CDR Insurance Group, Inc.*



#2

Amplify.

55 Washington Street, Suite 900  
Brooklyn, NY 11201**Data Release Authorization  
And Agreement**

<b>Local Educational Agency (LEA)</b>	City of Waterbury, Department of Education
<b>Address</b>	236 Grand Street, Waterbury, CT 06702
<b>Amplify Products</b>	mCLASS:Reading3D
<b>Study</b>	See recruitment letter attached. Needs to be revised and completed by Amplify.
<b>Amplify Education, Inc.</b>	
<b>55 Washington Street, Suite 900 Brooklyn , NY 11201</b>	

**Background:**

Amplify Education, Inc. ("Amplify") has been conducting a study described above (the "Study") for certain local educational agencies (i.e., districts; each, an "LEA") consisting of the administering and validating of assessments and otherwise improving instruction using the above Amplify Products.

The Study is being conducted, in accordance with the Family Educational Rights and Privacy Act of 1974 and 34 C.F.R. §99.31(a)(6), in a manner that does not permit personal identification of parents and students by individuals other than those that have legitimate interests in such information, and such personally identifying information will be destroyed when it is no longer needed for the purposes of the Study.

- **Purpose.** The purpose of the Study is determine the predictive validity of Amplify interim assessments with respect to state summative assessments developed by the two main assessment consortia, Smarter Balanced and PARCC.
- **Scope.** The scope of the Study is limited to those schools, grades and subjects for which the LEA has authorized the release the information described in Exhibit A, not to exceed one (1) year from the date of execution by the Mayor, on behalf of the City of Waterbury, Department of Education
- **Compensation:** LEA shall receive from Amplify a discount of ten percent (10%) on the cost of licenses for data received from participants in the study. Said discount will be calculated based upon the numbers of student data received for both years of participation and the data received at an amount not to exceed Ten Thousand Dollars \$10,000 total. For example if in year 15/16 400 students participate and year 16/17 400 students participate there will be a 10% discount received for 800 students.
- **Duration.** The duration of the Study is from the date of this agreement to the conclusion of analysis of the data described in Exhibit A.
- **Data to be Disclosed.** See Exhibit A, Amplify to provide.

**Confidentiality of the Data.**

LEA will release the Data to Amplify as provided hereunder and the release of the Data is in compliance with all applicable state and federal privacy laws and regulations. Amplify will maintain and protect the confidentiality of the Data in compliance with applicable laws, and any Data that contains personally identifiable information will be kept in a secure environment with restricted access given only to Amplify staff who are conducting the analyses and interpretation of the Data. Amplify agrees not to use such personally identifiable information for any purpose other than in connection with conducting and utilizing the Study and providing Amplify Products in accordance with this Data Release Authorization and other contracts in place between Amplify and the LEA. In addition, Amplify will not link individual schools or districts to reported results of this Study and while the LEA's name will be included in the list of participating districts in the description of the data sample, Amplify will not publicly or electronically disseminate individual school/district performance results, and/or confidential student information.

**Authorization.**

The undersigned represent and warrants that he/she is authorized to sign this Data Release Authorization on behalf of Amplify Education, Inc., and the LEA.

Additional Terms and Conditions: See attached addendum incorporated herein by reference

AMPLIFY EDUCATION, INC

Signature: BY: \_\_\_\_\_

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

Title: \_\_\_\_\_  
Duly Authorized (Title)

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

CITY OF WATERBURY  
DEPARTMENT OF EDUCATION

Signature: BY: \_\_\_\_\_

Name: NEIL M. O'LEARY \_\_\_\_\_

Title: MAYOR, CITY OF WATERURY  
Duly Authorized (Title)

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



Schedule 1 – LEA Information

School(s):

Amplify Assessment(s):

Subject:

Grades:

Assessment Title:

Consortia Assessments:

Consortia:

Subject:

Grades:

The LEA will share the entire student-level data file that they receive from the consortia (i.e., PARCC or SBAC) subsequent to administration during the 2014-2015 school year. Specific performance and demographic variables included can be negotiated as necessary upon receipt of the performance data by the LEA.

Student performance information may include overall scale scores and performance levels, and demographic information as allowed by state, federal, or local privacy laws.

-

## Exhibit A

### **SCOPE:**

#### School(s):

Bucks Hill School  
Bunker Hill School  
Carrington School  
Chase School  
Driggs School  
Duggan School  
Generali School  
Gilmartin School  
Hopeville School  
Kingsbury School  
Maloney School  
North End Middle School  
Reed School  
Regan School  
Rotella School  
Sprague School  
State Street  
Tinker School  
Wallace Middle School  
Walsh School  
Washington School  
Waterbury Arts Magnet School  
Wendell Cross School  
West Side Middle School  
Wilson School

#### Amplify Assessment(s):

Subject: Reading

Grades: K-6

Assessment Title: mCLASS: Reading 3D (DIBELS Next and TRC)

#### Consortia Assessments:

Consortia: Smarter Balanced

Subject: English Language Arts

Grades: 3-6

### **DATA REQUESTED:**

- 1) SBAC student-level results for 2016-17 school year, including overall scale scores and performance levels (in addition to specific performance and demographic variables to be confirmed upon receipt of data by the LEA).
- 2) Student demographic information currently available in the mCLASS system.



## Amplify

### mCLASS to Smarter Balanced Assessment Consortium Predictive Validity Research Study

#### Purpose:

- Amplify is dedicated to providing the highest quality products and services. To that end, we are conducting a research study to provide evidence for the validity of mCLASS assessment products with respect to the summative assessments developed by the Smarter Balanced Assessment Consortium (SBAC). The results of this study will demonstrate the power of mCLASS assessments in early identification of student Proficiency on SBAC, in support of instructional decision making throughout the school year. We invite you to participate in the study.

#### Recruitment Requirements:

- For this study, we are targeting to recruit approximately 2000 students per grade (about 15-20 schools) focusing primarily on Grade 3, but also recruiting from Grades 4 through 6. Participating schools must have been users of mCLASS: DIBELS Next and/or mCLASS: Reading3D - Text Reading and Comprehension during the same school year as the administration of the SBAC assessment (2015-2016 and/or 2016-2017).

#### Participation Requirements:

- Participation in this study first requires that a duly authorized Amplify Education, Inc. representative, and a district representative sign a data sharing agreement which describes the nature of the study and Amplify's data privacy and security around student data. Your district will then provide student-level SBAC data from the 2016 Spring administration and/or 2017 Spring administration that is able to be linked to student-level mCLASS data (i.e., unique student identifier present across both systems). Finally, you or another district representative will be asked to complete of a brief questionnaire about instruction and the use of mCLASS products.

#### Contacts:

- Kathleen Richards (krichards@amplify.com), Senior Research Associate
- Paul Gazzo (pgazzo@amplify.com), Director of Data Analysis



ADDENDUM  
ADDITIONAL TERMS AND CONDITIONS

1. FERPA. In the event that Amplify comes into possession of education records of 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 Amplify shall comply with the requirements of said statute and regulations, and agrees to use information obtained regarding student education records only for the purposes provided in this Agreement. Without the prior written consent of the student, as required by FERPA, Amplify has no authority to make any other disclosures of any information from education records.

2. **Student Data Privacy - Electronic Transmission of Student Records**

(a) Amplify shall comply will 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.

(b) Amplify agrees 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 AMPLIFY. Amplify agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

(c) Amplify agrees 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 Amplify.

(d) Amplify agrees that, Students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record pursuant to the Waterbury Board of Education Policy's

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

(f) Amplify agrees and is responsible to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

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

(a) **Amplify's Procedure for Notification Regarding Breach or Unauthorized Release of Student Information.** Amplify shall establish a procedure and provide a copy of said procedure to the City and its Board of Education setting forth its notification policy to the Board of Education and the Parents when there has been a breach or unauthorized release of student information or records.

(b) **Amplify shall provide a 30-Day notification in event of unauthorized release of student information.** Upon the discovery of a breach of security that results in the unauthorized release of student information, as defined by Public Act 16-189, (excluding directory information), Amplify must notify the City of such breach without unreasonable delay, and in no case later than thirty (30) days from discovery of the breach. During that 30-day period, Amplify may (1) conduct an investigation to determine the scope of the unauthorized release and the identity of the students whose information was compromised or (2) restore the integrity of the Amplify's data system.

(c) **Amplify shall provide a 60-Day notification in event of unauthorized release of directory information, student records, or student-generated content.** Upon the discovery of a breach of security that results in the unauthorized release of directory information, student records, or student-generated content as defined by Public Act 16-189, the Amplify must notify the City without unreasonable delay and in no case later than sixty (60) days from discovery of the breach. During the 60-day period, Amplify may (1) conduct an investigation to determine the scope of the unauthorized release and the identity of the students whose information was compromised or restore the integrity of Amplify's data system, or (2) restore the reasonable integrity of the Amplify's data system.

4. **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:



A. 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.

B. 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.

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

D. 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.

E. Upon a showing that a subcontractor made a kickback to the City, a prime Amplify 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.

F. 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 F, 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 f 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.

G. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

H. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections A-G.

I. Amplify 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.

J. Amplify 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"].

K. Amplify 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.

L. 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.

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

N. PROHIBITION AGAINST CONTINGENCY FEES. Amplify 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.

O. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to Amplify 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 Amplify 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.



**AGREEMENT**  
**for**  
**School Counseling Internship**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Springfield College**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the City of Waterbury, Waterbury Board of Education, Chase Building, 236 Grand Street, Waterbury, Connecticut (the "City") and Springfield College, located at 263 Alden Street, Springfield, Massachusetts 01109, a Commonwealth of Massachusetts duly registered College (the "College").

**WHEREAS**, the College is accredited for Master's Degree Programs in the area of School Counseling; and

**WHEREAS**, the College desires to provide a supervised practicum or other fieldwork experience for one of its students in its Master's Degree Programs in the area of School Counseling. (hereinafter the "School Counseling Intern", "Intern" or "Candidate" ); and

**WHEREAS**, the City, in the interest of furthering the educational objectives of the College, desires to make its facilities available to the School Counseling Intern for such experience by hosting them as School Counseling Intern in the City's school system

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

**1. Scope of Services/School Counseling Intern Hosting.**

**1.1** The College shall furnish a qualified Intern to the City, who is enrolled in its Master's Degree Programs in the area of School Counseling, and who has received a baccalaureate degree and is qualified to act as an Intern in the City's school system performing functions as described herein.

**1.2** The College's Director of Educator Preparation and Licensure has notified the City prior to the fall semester 2017 of its intent to place the specific intern, Kiesha Harris, for her practicum in School Counseling.

**1.3** All functions performed by the College or Intern shall comply with any and all local, state, and federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Further, the Intern shall, at all times, comply with all rules, regulations, procedures, and policies of the College and the City.

**2. The College hereby agrees to:**

2.1 The College shall certify for participation in the internship participation a certain qualified School Counseling student enrolled in the Master's Degree Programs in the area of School Counseling, who have received a baccalaureate degree.

2.2 The College shall designate and provide an Internship Supervisor (the "Internship Supervisor") to facilitate administration of the practicum

2.3 The College shall arrange for the intern to be interviewed by the City. Such interview shall be conducted before placement. Only said intern after being interviewed and accepted by the school representative shall be permitted to intern at the site.

2.4 The College shall be solely responsible for evaluating and grading the performance of the intern. The Internship Supervisor may consult with school personnel.

2.5 The College shall require that the intern report to the designated internship site at the start of each school day and stay until the end of a required school day. The City will notify the College whenever an intern does not timely report to the designated internship site.

2.6 If applicable, the College shall obtain and provide to the City a signed copy of the waiver of liability, attached hereto as Schedule A, and signed by the Intern, prior to participation in said program. Participation in the Program shall be contingent upon the City's receipt of such waiver of liability.

**3. The City hereby agrees to:**

3.1 The City shall provide onsite supervision of the School Counseling Intern by appropriate, qualified personnel, make available the relevant facilities for student training, including necessary and appropriate equipment and supplies, and shall undertake such activities as will permit the School Counseling Intern to gain field experience.

**4. The Parties hereby agree to:**

4.1 The Parties agree that the School appointed supervisor, The College internship supervisor and the intern shall meet once the intern has been placed and determine those objectives of the internship/practicum that will be feasible to be accomplished as listed on Schedule C, entitled "School Counseling Practicum Checklist," due to time and supervisory constraints.

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

5.1 If not previously obtained, the College shall provide to the proposed Intern an authorization in the form attached as Schedule B requesting and authorizing the 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 College will instruct the proposed Intern to go to the RESC for fingerprinting and to present and execute the authorization to the RESC at the time of fingerprinting. Each proposed intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks. The College shall conduct a DCF registry check of the proposed Intern as required under Connecticut law and provide the results to the City that no Intern's names are contained herein.

5.2 The City shall confirm that, in accordance with C.G.S. Section 10-221d, the proposed Intern has submitted to fingerprinting and state and national criminal history checks within thirty (30) days of commencing her internship. Should the results of the criminal history check for the Intern be unsatisfactory, then upon receipt of notice of this from the RESC, the City shall terminate the internship of such Intern and notify the College's Director of Educator Preparation and Licensure, or her designee, of such termination.

5.3 The provisions of this Section 5 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

**6. Term.**

6.1 This Agreement shall commence on August 29, 2017 and terminate on December 18, 2017 or the last scheduled school date, whichever occurs first, unless terminated sooner as provided herein.

**7. Payment.**

7.1 The City shall not compensate the College or the Intern in relation to the internship, and the College shall not compensate the City for any services provided under this Agreement. The parties agree that participation by the intern is in furtherance of her educational program of study.

**8. Indemnification.**

8.1 College 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 College's and the Intern's obligations under this Agreement, by the negligent acts, errors or omissions of College, the Intern or anyone for whom the College is legally responsible.

9. **Insurance.**

9.1 The College or Intern shall not commence work under this Contract until all insurance required under this Section has been obtained by the College 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-" 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.

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

9.3 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.

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

**9.4.1 General Liability Insurance:**

\$1,000,000.00 per occurrence, \$2,000,000.00 aggregate,  
\$2,000,000.00 Products/Completed Operations Aggregate

The College 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.

9.5 **Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)**  
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

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

EL Each Accident **\$500,000.00**



EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

- 9.7 **Professional Liability Insurance:** \$1,000,000.00 each claim,  
\$3,000,000.00 aggregate limit.

The College shall provide Professional liability (also known as, errors and omissions) insurance providing coverage to the College and City as it relates to this contract.

- 9.8 **Excess/Umbrella Liability:** \$1,000,000. Each Occurrence  
\$1,000,000. Aggregate

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

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

- 9.11 **Certificates of Insurance:** The College 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 College 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 College 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 and the Board of Education, as follows: **"The City of Waterbury and the Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability"**. The City's request for proposal number must be shown on the certificate of insurance. The College 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.

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

**10. Discriminatory Practices.**

**10.1** In performing this agreement, both parties 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, sexual orientation, gender identity or expression, 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.

**10.2 Discrimination Because of Certain Labor Matters.** No person 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.

**10.3 Equal Opportunity.** In its execution of the performance of this agreement, both parties shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or citizenship status, age or handicap. The College 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.

**11. Termination.**

**11.1 Termination of Agreement.** Either party may terminate this agreement with or without cause upon sixty (60) days written notice to the other party.

**12. Confidentiality/FERPA.**

**12.1** In the event that College, or Intern comes into possession of education records of City of Waterbury student, 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 College, or Intern, shall comply with the requirements of said statute and regulations, and agrees to use information obtained regarding student education records only for the purposes provided in this Agreement. Without the prior written consent of the student, as required by FERPA, College, or Intern, has no authority to make any other disclosures of any information from education records.



12.2 To the extent the City generates or maintains educational records related to the Intern and as defined under the Family Educational Rights and Privacy Act of 1974 ("FERPA") (20 U.S.C §1232g; 34 CFR Part 99), the City agrees to comply with FERPA to the same extent as such laws and regulations apply to the College and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the College hereby designates the City as a school official with a legitimate educational interest in the educational records of the Intern(s) to the extent that access to the College's records is required by the City to carry out the program.

**13. Assignability.**

13.1 Both parties 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 other party.

**14. Independent Contractor Relationship.**

14.1 The relationship between the City, the College, and the Intern is that of an independent contractor. No agent, employee, or servant of the College, or Intern shall be deemed to be an employee, agent or servant of the City. The College and /or its Intern and /or its employees are not employees of the City under this agreement and shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation, coverage, health benefits, etc. The College shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, intern, or representatives.

**15. Governing Laws.**

15.1 This agreement, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**16. Governmental Immunity.**

16.1 Notwithstanding any provisions to the contrary contained in this agreement, it is agreed and understood that the City of Waterbury shall not be construed to have waived any rights or defenses of governmental immunity, under C.G.S.A. § 52-577n, which it may have with respect to all matters arising out of this agreement.

**17. Notice.**

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

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

College: Linda Davis-Delano Ph.D. Director of Educator  
Preparation and Licensure  
Springfield College  
263 Alden Street Springfield, MA 01109-3797

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

**18. Severability.**

**17.1** Each paragraph in this Agreement is severable from all other paragraphs and if any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

**198. Waiver.**

**19.1** The waiver of a breach of any of the terms hereof shall not be deemed a waiver of any subsequent breach or default of the same or similar nature and shall not in any way affect the terms hereof. No waiver shall be valid or binding unless in writing and signed by the parties.

**20. Entirety.**

**20.1** This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements of affiliation between the Facility and the School.

**21. City of Waterbury, Ethics Code of Ordinance.**

**21.1 Interest of City Official.** 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.

**21.2 Prohibition against Gratuities and Kickbacks.** 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 of the following pertaining to any



program requirement or a contract or purchase order, or to any solicitation.

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.

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.

**21.3 Prohibition against Contingency Fees.** The College 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.

[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

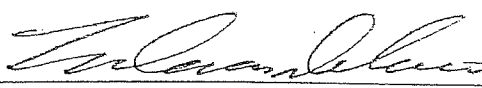
\_\_\_\_\_

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

WITNESS:

SPRINGFIELD COLLEGE

\_\_\_\_\_

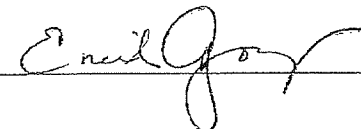
By: \_\_\_\_\_  
Linda Davis-Delano, Ph.D.  
Director of Educator Preparation and  
Licensure


\_\_\_\_\_

Date: 8/9/17

WITNESS:

SPRINGFIELD COLLEGE

\_\_\_\_\_

By: \_\_\_\_\_  
Martha Potvin, Ph.D.  
Provost and Vice President for  
Academic Affairs

\_\_\_\_\_

Date: Aug 7, 2017



**SCHEDULE A  
WAIVER OF LIABILITY,  
INDEMNITY AGREEMENT AND  
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in an Internship that includes observation and, when appropriate, participation in some of the various functions of the Department of Education, and in further consideration of the Director of Educator Preparation at of Springfield College allowing me to participate in said Internship, I, Kiesha Harris, 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 to indemnify and hold harmless the City of Waterbury and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees 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 neither an employee of the City of Waterbury nor of Springfield College, but rather that I am a School Counseling Graduate Student at Springfield College in its Graduate School Counseling Program participating in an 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name- Kiesha Harris

State of Connecticut:

: ss: Waterbury \_\_\_\_\_, \_\_\_\_\_, 201\_\_

County of New Haven:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned student, personally appeared Kiesha Harris , 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



**SCHEDULE B**  
**AUTHORIZATION FOR RELEASE OF RESULTS OF INTERN CRIMINAL HISTORY**  
**RECORDS CHECKS**

The undersigned, Kiesha Harris, a graduate student currently enrolled in the Master's Degree Program in the School Counseling at Springfield College, hereby requests and authorizes Cooperative Educational Services (a Regional Education Service Center) to release to the ~~Dean~~ Director of Educator Preparation at ~~of the~~ Springfield College, or her designee, and to the Board of Education of the City of Waterbury the results of my state and national criminal history records check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

\_\_\_\_\_  
School e Counseling Intern Signature

\_\_\_\_\_  
Printed Name of School Counseling Intern

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

## SCHEDULE C

### SPRINGFIELD COLLEGE School Guidance Counseling Practicum Checklist

Please check off the activities/opportunities the candidate will be expected to have during the practicum.

#### STANDARD I: CURRICULUM, PLANNING, AND ASSESSMENT

- ☐ Participate in district initiatives related to student retention and achievement
- ☐ Use State Curriculum Frameworks to guide/structure work with students
- ☐ Demonstrate knowledge of standardized tests (MCAS, PARCC, SBAC, CAPT, PSAT, SAT, AP)
- ☐ Interpret test results and communicate results with students, teachers and families
- ☐ Use data to evaluate and improve effectiveness of counseling
- ☐ Identify objectives and evaluate outcomes of services provided to students
- ☐ Lead developmental counseling programs and activities such as career decision making, prevention of substance abuse, bullying, dealing with depression, etc.

#### STANDARD II: TEACHING ALL STUDENTS

- ☐ Work with selected caseload of students
- ☐ Provide individual counseling to students (Demonstrate appropriate interpersonal skills)
- ☐ Use counseling skills to identify, clarify and address student issues and concerns
- ☐ Use culturally relevant strategies in working with students
- ☐ Provide career/college counseling
- ☐ Provide academic counseling and participate in scheduling with students
- ☐ Use resource materials to facilitate career exploration
- ☐ Support students through the college application & financial processes (if applicable)
- ☐ Write recommendations (if applicable)
- ☐ Participate in identifying and selecting group members
- ☐ Help facilitate/lead counseling groups
- ☐ Participate in career related classroom and group guidance activities such as: college fairs, financial aid seminars, test review, etc.
- ☐ Participate in pre-referral process with students, school staff and parents/guardians
- ☐ Participate in IEP/PPT meetings
- ☐ Be exposed to the diagnosis process and treatment of learning and behavior disorders and how they affect student academic performance
- ☐ Identify and use referral sources within the school system and the community
- ☐ Participate in referral procedures for students

#### STANDARD III: FAMILY AND COMMUNITY ENGAGEMENT

- ☐ Consult and collaborate with families

#### STANDARD IV: PROFESSIONAL CULTURE

- ☐ Consult and collaborate with school staff (teachers, counselors, administrators)
- ☐ Collaborate with special needs team members to review, update and implement plans for students
- ☐ Demonstrate knowledge of counselor's ethical and legal responsibilities (e.g., special education)
- ☐ Exposed to the counselor's role in accordance with state, federal, local and school laws/regulations (i.e., CHINS, 51A procedures, 504 plans, and attendance policies)

Candidate Signature

Supervision Practitioner

Springfield College  
Supervisor

Date



#4

**STUDENT INTERN AFFILIATION AGREEMENT**  
**for**  
**School Counseling Student Internships**  
**between**  
**The City of Waterbury, Connecticut**  
**And**  
**Western Connecticut State 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 City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Western Connecticut State University, a constituent unit of the State of Connecticut System of Higher Education having a principal place of business in Danbury, Connecticut (the "University").

**WHEREAS**, Western Connecticut State University is a public University and maintains a Department of Education and Education Psychology, located at 181 White Street, Suite 126, White Hall, Danbury, Connecticut; and

**WHEREAS**, the University desires to establish School Counseling internships to assist in the training of students enrolled in its Master's Degree in School Counseling Program; and

**WHEREAS**, the City desires to assist in the training of such students by hosting them as School Counseling student interns in the City's school system; and

**WHEREAS**, the University is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b of the Connecticut General Statutes;

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

**1. Term.** The term of this Agreement shall commence on September 10, 2017, and terminate on September 1, 2018, or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for five (5) successive one-year terms by the mutual written agreement of the parties.

**2. Termination.**

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

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

**3. 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 that neither the intern nor the Faculty Advisor/Internship Supervisor or any other University employee 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. Therefore the parties agree that the intern and the University faculty member 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.

**4. Responsibilities of the University.**

The University shall:

**4.1.** The University's Director of Internship and Field Experience, or his or her designee, not later than August 1<sup>st</sup> of each year, shall notify the City of the number of School Counseling 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 that school year.

**4.2** The University shall certify, for participation in the internship program, only those qualified School Counseling students enrolled in the Master's Degree Programs.

**4.3** Prior to placement at an internship site (the "Internship Site"), the University shall arrange for the potential intern to be interviewed by the Principal, Special Education Supervisor, Vice-principal, School Social Worker/ Counselor who is certified to supervise the intern, or other designated representative of the District or 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.

**4.4.** 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.

**4.5.** The University shall advise its interns that they shall be required to follow the Western Connecticut State University Department of Education and Education Psychology Field Education Manual 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.

**4.6** 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.

**4.6** 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.

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

**4.8** 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.

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

**4.10** 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.

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

## **5. Responsibilities of the City**

The City shall:

**5.1** During the term of this Agreement, the City reserves the right to determine to determine the number of School Counseling student interns who are enrolled in the University's Master's Degree School Counseling Program, it will host in its school system in accordance with paragraph 4.1 above, and who are qualified to act as student interns in the City's school system performing functions as described below.

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

**5.3** 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.

**5.5** 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.

**5.6** The City shall provide suitable space for conferences connected with the Students' clinical or fieldwork instruction.

**5.7** The City shall provide a certified professional in the relevant field who shall be responsible for planning and implementing individual Student Assignments, and for evaluating Student performance in accordance with criteria developed by and provided to the City by the University.

**5.8** 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 Students.

**6. Responsibilities of the Intern.**

The University shall ensure that the Intern:

**6.1** 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.

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

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

**6.4** 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.

**7 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 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."

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 7 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

**8. 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 interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties have no authority to make any other disclosures of any information from education records. The University shall instruct its student interns on their obligations to comply with FERPA.

**9. Student Data Privacy.**

**9.1** 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 agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

**9.2** 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 or Intern agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

**9.3** 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 and Intern.

**9.4** University and 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.

**9.5** The University and Intern agree that it will not retain any student data or let said student data remain available to the University and 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.

**10. 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.

**11. 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.

**11.1** 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.

**12. 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.

**13. Insurance.**

**13.1** 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.



**13.2** Student interns participating in the internship program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious. The University agrees that it shall "save harmless" the City of Waterbury from any damages as a result of the University's or Interns negligence.

**15. 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, the Internship Supervisor and the City is that of an independent contractor. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

**16. 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.

**17. 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: Robin Winter.  
Assistant Professor, Field Work Coordinator  
Department of Education and Education Psychology  
Western Connecticut State University  
181 White Street  
Suite 126, White Hall  
Danbury, CT 06810

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**18. 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.

**19. Claims against the State.** The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

**20. Sovereign Immunity.** The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

**21. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the agreement as if they had been fully set forth in it. At the City's request, the University shall provide a copy of these orders to the City.

**22. Non-discrimination.** References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the City.

22.1 The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard



to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

22.2 If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

22.3 "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

22.4 Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the

commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

22.5 The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

22.6 The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

22.7 The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

22.9 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract



with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

22.10 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

**23. Prohibited Activities.** The parties shall comply with C.G. S. §1-84 and any amendment thereof as if fully set forth herein.

**24. 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.

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

**26. 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.

**27. 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.

**28. 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 University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.

[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:

WESTERN CONNECTICUT STATE  
UNIVERSITY

\_\_\_\_\_

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

\_\_\_\_\_

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

Office of the Attorney General (*approved as to form and legal sufficiency*)

\_\_\_\_\_ The Agreement, having been reviewed and approved by the OAG, it is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State University System and the OAG dated March 29, 2011.

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

Name: \_\_\_\_\_  
Assistant Attorney General

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 Counseling student internship that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, \_\_\_\_\_, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid internship with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said internship or any associated activity.

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



I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver 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, \_\_\_\_\_, a graduate student in the School Counseling\_\_  
Program at the Western Connecticut State University Department of Education and Education  
Psychology, 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: \_\_\_\_\_



#5

**STUDENT INTERN AFFILIATION AGREEMENT**  
**for**  
**Social Work Student Internships**  
**between**  
**The City of Waterbury, Connecticut**  
**And**  
**Columbia 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 City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Columbia University, a constituent unit of the State of New York System of Higher Education having a principal place of business in New York, New York, (the "University").

**WHEREAS**, Columbia University is a private University and maintains a School of Social Work, located at 1255 Amsterdam Avenue, New York, New York; and

**WHEREAS**, the University desires to establish social work internships to assist in the training of students enrolled in its Graduate Social Work Program; and

**WHEREAS**, the City desires to assist in the training of such students by hosting them as Social Work student interns in the City's school system; and

**WHEREAS**, the University is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b of the Connecticut General Statutes;

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

**1. Term.** The term of this Agreement shall commence on September 10, 2017, and terminate on September 1, 2018, or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for five (5) successive one-year terms by the mutual written agreement of the parties.

**2. Termination.**

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

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

**3. 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 University faculty member shall be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers' Compensation coverage, health benefits, etc.

**4. Responsibilities of the University.**

The University shall:

**4.1.** The University's Director of Internship and Field Experience, or his or her designee, not later than August 1<sup>st</sup> of each year, shall notify the City of the number of Social Work Social Work 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 that school year.

**4.2** The University shall certify for participation in the clinical internship only those qualified Social Work students enrolled in the Masters of Social Work who have received a baccalaureate degree

**4.3** 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.

**4.4.** 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.

**4.5.** The University shall advise its interns that they shall be required to follow the Columbia University School of Social Work Field Education Manual 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.



**4.6** 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.

**4.6** 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.

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

**4.8** 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.

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

**4.10** 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.

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

## **5. Responsibilities of the City**

The City shall:

**5.1** During the term of this Agreement, the City will host in its school system Social Work student interns who are enrolled in the University's Graduate Social Work Program and who have received a baccalaureate degree and are qualified to act as Social Work \_\_\_ student interns in the City's school system performing functions as described below. For the 2017-2018 school year, the City shall host no more than \_\_\_ ( ) Social Work student interns

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

**5.3** 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.

**5.5** 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.

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

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

**5.8** 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 Students.

**6. Responsibilities of the Intern.**

The University shall ensure that the Intern:

**6.1** 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.

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

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

**6.4** 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.

**7 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 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 3 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

**8. 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 interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties have no authority to make any other disclosures of any information from education records. The University shall instruct its student interns on their obligations to comply with FERPA.

**9. Student Data Privacy.**

**9.1** If applicable, University or 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 agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

**9.2** University or Intern agrees 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 or Intern agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

**9.3** University or Intern agrees 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.

**9.4** 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.

**9.5** 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.

**10. 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.

**11. 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.

**11.1** 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.

**12. 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.

**13. Insurance.**

**13.1** 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.



**13.2** The College or Intern shall not commence work under this Contract until all insurance required under this Section 13 has been obtained by the College 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-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

**13.4** 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.

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

**13.5.1 General Liability Insurance:** \$1,000,000.00 per occurrence,  
\$2,000,000.00 aggregate

The College 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.

**13.5.2 Professional Liability Insurance:** \$1,000,000.00 each claim,  
\$1,000,000.00 aggregate limit

The College shall provide Professional liability (also known as, errors and omissions) insurance providing coverage to the College, the City or Intern.

Professional Liability Insurance: Professional liability (also known as, errors and omissions) insurance providing coverage for the College as it relates to Educational Services provided to City of Waterbury Board of Education.

**13.5.3 Professional Liability Insurance:** \$2,000,000.00 each claim,  
\$4,000,000.00 aggregate limit

The Intern shall provide said Professional Liability Insurance Policy as required by the College. The College shall provide Professional liability (also known as,



errors and omissions) insurance providing coverage to the College, the City or Intern, as it relates to Educational Services provided to City of Waterbury Board of Education.

**13.5.4 Sexual Abuse/Molestation Liability Insurance:** \$1,000,000 each claim, \$2,000,000 aggregate limit

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

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

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

**13.8 Certificates of Insurance:** The College 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 College 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 College 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 is listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear". The City's request for proposal number must be shown on the certificate of insurance. The College 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.

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

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

**15. 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, the Internship Supervisor and the City is that of an independent contractor. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

**16. 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.

**17. 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: Ovita Williams, LCSW-  
Associate Director of Field Education  
Columbia School of Social Work  
1255 Amsterdam Avenue  
New York, NY 10027

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



**18. 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.

**19. Claims against the State.** The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

**20. Sovereign Immunity.** The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

**21. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the agreement as if they had been fully set forth in it. At the City's request, the University shall provide a copy of these orders to the City.

**22. Non-discrimination.** References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the City.

**22.1** The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative

action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

**22.2** If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

**22.3** "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

**22.4** Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

**22.5** The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.



**22.6** The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**22.7** The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

**22.9** The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a

result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**22.10** For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

**23. Prohibited Activities.** The parties shall comply with C.G. S. §1-84 and any amendment thereof as if fully set forth herein.

**24. 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.

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

**26. 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.



**27. 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.

**28. 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 University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.

[Signature Page follows.]

Private University or College

**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:**

**COLUMBIA 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 Social Work 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 Columbia University, School of Social Work in its Graduate Social Work Program participating in a Social Work 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.

Private University or College

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, \_\_\_\_\_, a graduate student in the Social Work Program at the Columbia University School of Social Work, hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

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

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

**STUDENT INTERN AFFILIATION AGREEMENT**  
**for**  
**Social Work Student Internships**  
**between**  
**The City of Waterbury, Connecticut**  
**And**  
**The University of Connecticut**

**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 City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and the University of Connecticut, a constituent unit of the State of Connecticut System of Higher Education having a principal place of business in Storrs, Connecticut (the "University").

**WHEREAS**, the University of Connecticut is a public University and maintains a School of Social Work, located at 38 Prospect Street, Hartford, Connecticut; and

**WHEREAS**, the University desires to establish Social Work internships to assist in the training of students enrolled in its Graduate Social Work Program; and

**WHEREAS**, the City desires to assist in the training of such students by hosting them as Social Work student interns in the City's school system; and

**WHEREAS**, the University is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b of the Connecticut General Statutes;

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

**1. Term.** The term of this Agreement shall commence on September 10, 2017, and terminate on September 1, 2018, or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for five (5) successive one-year terms by the mutual written agreement of the parties.

**2. Termination.**

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

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

**3. 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 that neither the intern nor the Faculty Advisor/Internship Supervisor or any other University employee 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. Therefore the parties agree that the intern and the University faculty member 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.

**4. Responsibilities of the University.**

The University shall:

**4.1.** The University's Director of Internship and Field Experience, or his or her designee, not later than August 1<sup>st</sup> of each year, shall notify the City of the number of Social Work 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 that school year.

**4.2** The University shall certify, for participation in the internship program, only those qualified Social Work students enrolled in the Masters Programs.

**4.3** Prior to placement at an internship site (the "Internship Site"), the University shall arrange for the potential intern to be interviewed by the Principal, Special Education Supervisor, Vice-principal, School Social Worker/ Counselor who is certified to supervise the intern, or other designated representative of the District or 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.

**4.4.** 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.

**4.5.** The University shall advise its interns that they shall be required to follow the University of Connecticut School Of Social Work Field Education Manual 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.

**4.6** 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.

**4.6** 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.

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

**4.8** 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.

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

**4.10** 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.

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

## **5. Responsibilities of the City**

The City shall:

**5.1** During the term of this Agreement, the City reserves the right to determine to determine the number of Social Work student interns who are enrolled in the University's Graduate Social Work Program, it will host in its school system in accordance with paragraph 4.1 above, and who are qualified to act as student interns in the City's school system performing functions as described below.

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

**5.3** 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.

**5.5** 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.

**5.6** The City shall provide suitable space for conferences connected with the Students' clinical or fieldwork instruction.

**5.7** The City shall provide a certified professional in the relevant field who shall be responsible for planning and implementing individual Student Assignments, and for evaluating Student performance in accordance with criteria developed by and provided to the City by the University.

**5.8** 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 Students.

**6. Responsibilities of the Intern.**

The University shall ensure that the Intern:

**6.1** 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.

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

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

**6.4** 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.

**7 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 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."



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 7 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

**8. 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 interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties have no authority to make any other disclosures of any information from education records. The University shall instruct its student interns on their obligations to comply with FERPA.

**9. Student Data Privacy.**

**9.1** 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 agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

**9.2** 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 or Intern agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

**9.3** 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 and Intern.

**9.4** University and 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.

**9.5** The University and Intern agree that it will not retain any student data or let said student data remain available to the University and 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.



**10. 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.

**11. 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.

**11.1** 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.

**12. 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.

**13. Insurance.**

**13.1** 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.

**13.2** Student interns participating in the internship program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious. The University agrees that it shall "save harmless" the City of Waterbury from any damages as a result of the University's or Interns negligence.

**15. 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, the Internship Supervisor and the City is that of an independent contractor. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

**16. 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.

**17. 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: Marilyn Cardone, MSW, LCSW  
Assistant Director of Field Education  
UConn School of Social Work  
38 Prospect Street  
Hartford, CT 06103

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



**18. 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.

**19. Claims against the State.** The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

**20. Sovereign Immunity.** The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

**21. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the agreement as if they had been fully set forth in it. At the City's request, the University shall provide a copy of these orders to the City.

**22. Non-discrimination.** References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the City.

22.1 The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for

employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

22.2 If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

22.3 "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

22.4 Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

22.5 The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

22.6 The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

22.7 The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

22.9 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor



becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

22.10 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

**23. Prohibited Activities.** The parties shall comply with C.G. S. §1-84 and any amendment thereof as if fully set forth herein.

**24. 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.

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

**26. 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.

**27. 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.

**28. 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 University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.

[Signature Page follows.]

State University or College

**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:**

**UNIVERSITY OF CONNECTICUT**

\_\_\_\_\_

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

\_\_\_\_\_

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

**Office of the Attorney General (*approved as to form and legal sufficiency*)**

\_\_\_\_ The Agreement, having been reviewed and approved by the OAG, it is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State University System and the OAG dated March 29, 2011.

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

Name: \_\_\_\_\_  
Assistant Attorney General

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 Social Work 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 University of Connecticut, School of Social Work in its Graduate Social Work Program participating in a Social Work 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

State University or College

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

Signed,

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

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



## **STUDENT INTERN AFFILIATION AGREEMENT**

**for**

**Social Work Student Internships**

**between**

**The City of Waterbury, Connecticut**

**And**

**Western Connecticut State University**

**THIS AGREEMENT**, effective on the date signed by the University, is by and between the City of Waterbury, with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Western Connecticut State University, a constituent unit of the State of Connecticut System of Higher Education having a principal place of business in Danbury, Connecticut (the "University").

**WHEREAS**, Western Connecticut State University, is a public University and maintains a Department of Social Work, located at 181 White Street, Suite 101, White Hall, Danbury, Connecticut; and

**WHEREAS**, the University desires to establish Social Work internships to assist in the training of students enrolled in its Undergraduate Social Work Program; and

**WHEREAS**, the City desires to assist in the training of such students by hosting them as Social Work student interns in the City's school system; and

**WHEREAS**, the University is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b of the Connecticut General Statutes;

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

1. **Term.** The term of this Agreement shall commence on September 10, 2017, and terminate on September 1, 2018, or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for five (5) successive one-year terms by the mutual written agreement of the parties.

2. **Termination.**

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

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

3. **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 that neither the intern nor the Faculty Advisor/Internship Supervisor or any other University employee 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. Therefore the parties agree that the intern and the University faculty member 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.

4. **Responsibilities of the University.**

The University shall:

4.1. The University's Director of Internship and Field Experience, or his or her designee, not later than August 1<sup>st</sup> of each year, shall notify the City of the number of Social Work 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 that school year.

4.2 The University shall certify, for participation in the internship program, only those qualified Social Work students enrolled in the Undergraduate or Masters Programs.

4.3 Prior to placement at an internship site (the "Internship Site"), the University shall arrange for the potential intern to be interviewed by the Principal, Special Education Supervisor, Vice-principal, School Social Worker/ Counselor who is certified to supervise the intern, or other designated representative of the District or 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.

4.4. 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 once 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.

4.5. The University shall advise its interns that they shall be required to follow the Western Connecticut State University Department of Social Work Field Education Manual 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.

**4.6** 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.

**4.6** 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.

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

**4.8** 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.

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

**4.10** 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.

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

## **5. Responsibilities of the City**

The City shall:

**5.1** During the term of this Agreement, the City reserves the right to determine to determine the number of Social Work student interns who are enrolled in the University's Social Work Program, it will host in its school system in accordance with paragraph 4.1 above, and who are qualified to act as student interns in the City's school system performing functions as described below.

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



**5.3** 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.

**5.5** 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.

**5.6** The City shall provide suitable space for conferences connected with the Students' clinical or fieldwork instruction.

**5.7** The City shall provide a certified professional in the relevant field who shall be responsible for planning and implementing individual Student Assignments, and for evaluating Student performance in accordance with criteria developed by and provided to the City by the University.

**5.8** 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 Students.

## **6. Responsibilities of the Intern.**

The University shall ensure that the Intern:

**6.1** 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.

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

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

**6.4** 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.

**7 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 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."

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 7 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

**8. 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 interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties have no authority to make any other disclosures of any information from education records. The University shall instruct its student interns on their obligations to comply with FERPA.

**9. Student Data Privacy.**

**9.1** 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 agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

**9.2** 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 or Intern agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

**9.3** 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 and Intern.

**9.4** University and 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.

**9.5** The University and Intern agree that it will not retain any student data or let said student data remain available to the University and 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.

**10. 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.

**11. 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.

**11.1** 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.

**12. 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.

**13. Insurance.**

**13.1** 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.



**13.2** Student interns participating in the internship program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious. The University agrees that it shall "save harmless" the City of Waterbury from any damages as a result of the University's or Interns negligence.

**15. 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, the Internship Supervisor and the City is that of an independent contractor. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

**16. 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.

**17. 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: Sharon Young, LCSW, PH.D  
Associate Professor  
Social Work Department  
Western Connecticut State University  
181 White Street, White Hall, Suite 101  
Danbury, CT 06810

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**18. 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.

**19. Claims against the State.** The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

**20. Sovereign Immunity.** The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

**21. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the agreement as if they had been fully set forth in it. At the City's request, the University shall provide a copy of these orders to the City.

**22. Non-discrimination.** References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the City.

22.1 The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner

prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

22.2 If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

22.3 "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

22.4 Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting



policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

22.5 The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

22.6 The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

22.7 The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

22.9 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

22.10 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

**23. Prohibited Activities.** The parties shall comply with C.G. S. §1-84 and any amendment thereof as if fully set forth herein.

**24. 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.

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

**26. 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.

**27. 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.

**28. 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 University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.

[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:**

**WESTERN CONNECTICUT STATE  
UNIVERSITY**

\_\_\_\_\_

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

\_\_\_\_\_

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

**Office of the Attorney General (*approved as to form and legal sufficiency*)**

\_\_\_\_\_ The Agreement, having been reviewed and approved by the OAG, it is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State University System and the OAG dated March 29, 2011.

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

Name: \_\_\_\_\_  
Assistant Attorney General

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 Social Work 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 Western Connecticut State University, Department of Social Work in its Undergraduate Social Work Program participating in a Social Work 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

State University or College

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

Signed,

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

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

**STUDENT INTERN AFFILIATION AGREEMENT**  
**for**  
**School Counseling Student Internships**  
**between**  
**The City of Waterbury, Connecticut**  
**And**  
**Southern Connecticut State 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 City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Southern Connecticut State University a constituent unit of the State of Connecticut System of Higher Education having a principal place of business in New Haven, Connecticut (the "University").

**WHEREAS**, Southern Connecticut State University is a public University and maintains a Psychology Department, located at 501 Crescent Street, New Haven, Connecticut; and

**WHEREAS**, the University desires to establish School Counseling internships to assist in the training of students enrolled in its Undergraduate School Counseling/Psychology Program; and

**WHEREAS**, the City desires to assist in the training of such students by hosting them as School Counseling student interns in the City's school system; and

**WHEREAS**, the University is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b of the Connecticut General Statutes;

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

**1. Term.** The term of this Agreement shall commence on September 10, 2017, and terminate on September 1, 2018, or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for five (5) successive one-year terms by the mutual written agreement of the parties.

**2. Termination.**

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

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

**3. 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 that neither the intern nor the Faculty Advisor/Internship Supervisor or any other University employee 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. Therefore the parties agree that the intern and the University faculty member 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.

**4. Responsibilities of the University.**

The University shall:

**4.1.** The University's Director of Internship and Field Experience, or his or her designee, not later than August 1<sup>st</sup> of each year, shall notify the City of the number of School Counseling /Psychology 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 that school year.

**4.2** The University shall certify, for participation in the internship program, only those qualified School Counseling students enrolled in the Undergraduate Programs.

**4.3** Prior to placement at an internship site (the "Internship Site"), the University shall arrange for the potential intern to be interviewed by the Principal, Special Education Supervisor, Vice-principal, School Social Worker/ Counselor who is certified to supervise the intern, or other designated representative of the District or 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.

**4.4.** 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.

**4.5.** The University shall advise its interns that they shall be required to follow the Southern Connecticut State University Psychology Department Field Education Manual 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.



**4.6** 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.

**4.6** 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.

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

**4.8** 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.

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

**4.10** 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.

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

## **5. Responsibilities of the City**

The City shall:

**5.1** During the term of this Agreement, the City reserves the right to determine to determine the number of School Counseling /Psychology student interns who are enrolled in the University's School Counseling /Psychology Program, it will host in its school system in accordance with paragraph 4.1 above, and who are qualified to act as student interns in the City's school system performing functions as described below.

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

**5.3** 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.

**5.5** 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.

**5.6** The City shall provide suitable space for conferences connected with the Students' clinical or fieldwork instruction.

**5.7** The City shall provide a certified professional in the relevant field who shall be responsible for planning and implementing individual Student Assignments, and for evaluating Student performance in accordance with criteria developed by and provided to the City by the University.

**5.8** 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 Students.

**6. Responsibilities of the Intern.**

The University shall ensure that the Intern:

**6.1** 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.

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

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

**6.4** 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.

**7 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 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."

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 7 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

**8. 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 interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties have no authority to make any other disclosures of any information from education records. The University shall instruct its student interns on their obligations to comply with FERPA.

**9. Student Data Privacy.**

**9.1** 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 agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

**9.2** 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 or Intern agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

**9.3** 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 and Intern.

**9.4** University and 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.

**9.5** The University and Intern agree that it will not retain any student data or let said student data remain available to the University and 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.



**10. 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.

**11. 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.

**11.1** 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.

**12. 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.

**13. Insurance.**

**13.1** 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.

**13.2** Student interns participating in the internship program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious. The University agrees that it shall "save harmless" the City of Waterbury from any damages as a result of the University's or Interns negligence.

**15. 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, the Internship Supervisor and the City is that of an independent contractor. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

**16. 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.

**17. 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: Larry Brancazio, Ph.D.  
Professor and Chairperson, Psychology Department  
Southern Connecticut State University  
501 Crescent Street  
New Haven, CT 06515

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**18. 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.

**19. Claims against the State.** The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

**20. Sovereign Immunity.** The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

**21. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the agreement as if they had been fully set forth in it. At the City's request, the University shall provide a copy of these orders to the City.

**22. Non-discrimination.** References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the City.

22.1 The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for



employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

22.2 If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

22.3 "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

22.4 Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

22.5 The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

22.6 The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

22.7 The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

22.9 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

22.10 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

**23. Prohibited Activities.** The parties shall comply with C.G. S. §1-84 and any amendment thereof as if fully set forth herein.

**24. 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.

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

**26. 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.

**27. 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.

**28. 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 University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.

[Signature Page follows.]

State University or College

**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:**

**SOUTHERN CONNECTICUT STATE  
UNIVERSITY**

\_\_\_\_\_

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

\_\_\_\_\_

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

**Office of the Attorney General (*approved as to form and legal sufficiency*)**

\_\_\_\_ The Agreement, having been reviewed and approved by the OAG, it is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State University System and the OAG dated March 29, 2011.

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

Name: \_\_\_\_\_  
Assistant Attorney General

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 Counseling /Psychology 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 Southern Connecticut State University, Psychology Department in its Undergraduate School Counseling /Psychology Program participating in a School Counseling /Psychology 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



State University or College

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

Signed,

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

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

**STUDENT INTERN AFFILIATION AGREEMENT**  
**for**  
**School Counseling Student Internships**  
**between**  
**The City of Waterbury, Connecticut**  
**And**  
**Central Connecticut State 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 City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Central Connecticut State University, a constituent unit of the State of Connecticut System of Higher Education having a principal place of business in New Britain, Connecticut (the "University").

**WHEREAS**, Central Connecticut State University is a public University and maintains a Department of Counseling and Family Therapy, located at 1615 Stanley Street, New Britain, Connecticut; and

**WHEREAS**, the University desires to establish School Counseling internships to assist in the training of students enrolled in its Graduate School Counseling Program; and

**WHEREAS**, the City desires to assist in the training of such students by hosting them as School Counseling student interns in the City's school system; and

**WHEREAS**, the University is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b of the Connecticut General Statutes;

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

**1. Term.** The term of this Agreement shall commence on September 10, 2017, and terminate on September 1, 2018, or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for five (5) successive one-year terms by the mutual written agreement of the parties.

**2. Termination.**

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

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

**3. 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 that neither the intern nor the Faculty Advisor/Internship Supervisor or any other University employee 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. Therefore the parties agree that the intern and the University faculty member 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.

**4. Responsibilities of the University.**

The University shall:

**4.1.** The University's Director of Internship and Field Experience, or his or her designee, not later than August 1<sup>st</sup> of each year, shall notify the City of the number of School Counseling 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 that school year.

**4.2** The University shall certify, for participation in the internship program, only those qualified School Counseling students enrolled in the Masters Programs.

**4.3** Prior to placement at an internship site (the "Internship Site"), the University shall arrange for the potential intern to be interviewed by the Principal, Special Education Supervisor, Vice-principal, School Social Worker/ Counselor who is certified to supervise the intern, or other designated representative of the District or 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.

**4.4.** 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.

**4.5.** The University shall advise its interns that they shall be required to follow the Central Connecticut State University Department of Counseling and Family Therapy Field Education Manual 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.

**4.6** 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.

**4.6** 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.

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

**4.8** 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.

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

**4.10** 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.

**4.11** The University will convey to the City’ personnel information about the philosophy and objectives of the Program.

## **5. Responsibilities of the City**

The City shall:

**5.1** During the term of this Agreement, the City reserves the right to determine to determine the number of School Counseling student interns who are enrolled in the University’s School Counseling Program, it will host in its school system in accordance with paragraph 4.1 above, and who are qualified to act as student interns in the City’s school system performing functions as described below.

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

**5.3** 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.

**5.5** 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.

**5.6** The City shall provide suitable space for conferences connected with the Students' clinical or fieldwork instruction.

**5.7** The City shall provide a certified professional in the relevant field who shall be responsible for planning and implementing individual Student Assignments, and for evaluating Student performance in accordance with criteria developed by and provided to the City by the University.

**5.8** 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 Students.

## **6. Responsibilities of the Intern.**

The University shall ensure that the Intern:

**6.1** 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.

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

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

**6.4** 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.

**7 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 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."

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 7 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

**8. 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 interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties have no authority to make any other disclosures of any information from education records. The University shall instruct its student interns on their obligations to comply with FERPA.

**9. Student Data Privacy.**

**9.1** 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 agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

**9.2** 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 or Intern agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

**9.3** 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 and Intern.

**9.4** University and 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.

**9.5** The University and Intern agree that it will not retain any student data or let said student data remain available to the University and 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.

**10. 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.

**11. 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.

**11.1** 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.

**12. 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.

**13. Insurance.**

**13.1** 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.

**13.2** Student interns participating in the internship program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious. The University agrees that it shall "save harmless" the City of Waterbury from any damages as a result of the University's or Interns negligence.

**15. 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, the Internship Supervisor and the City is that of an independent contractor. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

**16. 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.

**17. 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: Central Connecticut State University  
Department of Counseling and Family Therapy  
1615 Stanley Street  
New Britain, CT 06050

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



**18. 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.

**19. Claims against the State.** The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

**20. Sovereign Immunity.** The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

**21. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the agreement as if they had been fully set forth in it. At the City's request, the University shall provide a copy of these orders to the City.

**22. Non-discrimination.** References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the City.

22.1 The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for

employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

22.2 If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

22.3 "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

22.4 Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

22.5 The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

22.6 The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

22.7 The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

22.9 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor



becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

22.10 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

**23. Prohibited Activities.** The parties shall comply with C.G. S. §1-84 and any amendment thereof as if fully set forth herein.

**24. 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.

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

**26. 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.

**27. 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.

**28. 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 University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.

[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:**

**CENTRAL CONNECTICUT STATE  
UNIVERSITY**

\_\_\_\_\_

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

\_\_\_\_\_

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

**Office of the Attorney General (*approved as to form and legal sufficiency*)**

\_\_\_\_ The Agreement, having been reviewed and approved by the OAG, it is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State University System and the OAG dated March 29, 2011.

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

Name: \_\_\_\_\_  
Assistant Attorney General

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 Counseling student internship that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, \_\_\_\_\_, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid internship with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said internship or any associated activity.

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

State University or College

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, \_\_\_\_\_, a graduate student in the School Counseling\_\_\_\_  
Program at the Central Connecticut State University Department of Counseling and Family  
Therapy, 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: \_\_\_\_\_



#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

August 25, 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 New England  
Home Care, Inc. for nursing services

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with New England Home Care, Inc. 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 Twenty-Seven Thousand Two Hundred Thirty Dollars and Fifty Cents (\$227,230.50) for a two year term as follows:

For September 12, 2017 - June 30, 2018, an amount not to exceed One Hundred Thirteen Thousand Six Hundred and Fifteen Dollars and Twenty-five Cents (\$113,615.25) and ;

For July 1, 2018 - June 30, 2019, an amount not to exceed One Hundred Thirteen Thousand Six Hundred and Fifteen Dollars and Twenty-five Cents (\$113,615.25).

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. New England Home Care, Inc. 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  
NEW ENGLAND HOME CARE, INC.**

**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 New England Home Care, Inc., a duly registered State of Connecticut Corporation doing business at 136 Berlin Road Cromwell, CT 06416, 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 student's Individual Education Plan (I.E.P.) and medical instruction or plan as provided by the student's physician ;

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

**I. 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 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 the child, whenever possible, to maintain a continuity of care. The assigned nurse shall be available and shall attend all PPT meetings if required by the City.

1.4 The Contractor shall insure that the assigned nurse provides the City with monthly reports of her attendance with the child, 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 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 child's parents and/or guardian, and the City's Out of District Supervisor in the event of an emergency or injury, concerning or involving the child.



2. **Term**

2.1 The term of this Agreement shall be for two fiscal years commencing on September 12, 2017 to June 30, 2019 or any part thereof. .

3. **Payment**

3.1 The City shall pay to the Contractor an amount not to exceed, Two- Hundred Twenty-Seven Thousand Two Hundred Thirty Dollars And Fifty Cents (\$227,230.5) for the entire two (2) year term of this contract, 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 psychological and educational evaluations, as are available to the City and agreed to by the parent, to enable the nurse 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 student 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 nurse will adhere to all applicable City of Waterbury Board of Education 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 nurse to enable her to provide the medical care required to the assigned student for her medical needs. 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 student 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, of 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 students' 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, nurse, who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities. That the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

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 contract.

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 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 not violations.



**10. Debarment**

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

**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 of Education or any of its employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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 their officers, agents or employees from any claims, suits, actions, damages, losses and injury to

person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

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 Contract, 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 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.

12.3.1 **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 contract. 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 contract for two (2) years from the completion date.

**12.3.6 Certificates of Insurance.** Contractor will provide its, and all assigned Nurses certificates of insurance prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional 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 admit any eligible child and shall not discriminate against any child 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.

**19. 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: \_\_\_\_\_

NEW ENGLAND HOME CARE, INC.  
CONTRACTOR

\_\_\_\_\_

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

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

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

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



**SCHEDULE "A"**  
**Rate Schedule**  
**And**  
**Scope of Services**  
City of Waterbury  
And  
New England Home Care, Inc.  
(Consisting of 1 page)

**Rate Schedule 2017-2019**

Registered Nurse - \$63.65 per hour up to 210 days per year 7:00 a.m. to 3:30 p.m.

Licensed Practical Nurse - \$55.17 per hour - to 210 days per year 7:00a.m. to 3:30 p.m.

**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 210 school days per year from 7:00 a.m. to 3:30 p.m.
2. An RN or LPN to provide skilled one to one nursing services for designated Waterbury Public School students placed in an out of district facility.
3. Nursing Services shall be provided for 210 school days per year.
4. The designated RN or LPN will accompany the student during transport to and from the out of district facility.
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 student. The Contractor shall ensure that the designated 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.

# MISSION-GOALS-OBJECTIVES

#11a

0521

4118.11

5145.4

## Nondiscrimination

The Waterbury Public Schools do not discriminate in admission to, access to, treatment in, or employment in its services, programs, and activities, on the basis of race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964 (Title VI); on the basis of sex, in accordance with Title IX of the Education Amendments of 1972 (Title IX); on the basis of disability, in accordance with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (ADA); on the basis of age, in accordance with the Age Discrimination Act of 1975 (Age Discrimination Act) as amended; gender identity and expression, (PA 11-55); or any other protected status, such as sexual orientation. The term "disability" shall be broadly construed. The question of whether an individual's impairment is a disability under the ADA shall not demand extensive analysis. The District provides equal access to the Boy Scouts and other designated youth groups.

The Waterbury Public Schools do not retaliate against any complainant who alleges discrimination.

To file a complaint alleging discrimination or harassment by Waterbury Public Schools on the basis of race, color, national origin, sex, gender identity or expression, disability, or age, under Title VI, Title IX, Section 504, the ADA, the Age Discrimination Act, PA 11-55 or their respective implementing regulations, or any other protected status such as sexual orientation, please contact:

Superintendent of Schools  
Waterbury Public Schools  
236 Grand Street, Waterbury, CT 06702  
(203) 574-8004

### Legal Reference: Connecticut General Statutes

19-581 through 585 AIDS testing and medical information.

10-209 Records not to be public.

46a-60 Discriminatory employment practices prohibited.

10-76a Definitions. (as amended by PA 00-48 and PA 06-18)

10-76b State supervision of special education programs and services.

10-76c Receipt and use of money and personal property.

10-76d Duties and powers of boards of education to provide special education programs and services. (as amended by PA 97-114, PA 00-48 and PA 06-18)

Section 504 and the Federal Vocational Rehabilitation Act of 1973, 20 U.S.C. 706(7)(b).

American Disability Act of 1989 (42 U.S.C. Ch 126 §12112), as amended by ADA Amendments Act of 2008

Amendments of Americans with Disabilities Act, Title II and Title III, Regulation to Implement ADA Amendments Act of 2008. Federal Register, Vol. 81, No. 155 (28 CFR Parts 35 & 36)

*Chalk v. The United States District Court of Central California.*

Policy adopted by the Waterbury Board of Education on July 26, 2012

Revised on October 3, 2013 and on **DRAFT**



### Recruitment and Selection

The Board desires the Superintendent to develop and maintain a recruitment program designed to attract and hold the best possible personnel who are "highly qualified" as defined by federal law in the District's schools. Beginning in school year 2006-07 all District teachers teaching a core academic subject area, as defined in the No Child Left Behind Act, must be determined to be "highly qualified."

The school district recognizes the heterogeneity of the people who live in the school district and believes that this characteristic should have an important bearing on all aspects of the school district's activities.

The Board of Education believes it is especially important that this heterogeneity of population be recognized in the recruitment and assignment of personnel.

To this end, the Board of Education shall develop and implement a written plan for minority staff recruitment. The administration is directed to make a serious effort to see that the recruitment procedures of the district produce a total staff representative of the total population of the district and that the assignment procedures of the district bring to each school staff members representative of the population represented by the student membership in each local school.

The schools shall engage in fair and sound personnel practices in the appointment of all district employees. The administration shall be responsible for establishing recruitment, selection and appointment procedures.

The Superintendent shall insure that the District is in compliance with the provisions of Title I and the No Child Left Behind Act. Manuals and handbooks shall comply with federal law as to the qualifications for instructional personnel. Notice of professional qualifications shall be provided to parents/guardians of students in Title I schools and staffing pattern reviews as required by law shall be conducted annually.

### **Hiring of Retired Teachers**

A **retired** teacher receiving benefits from the Teachers Retirement System (TRS) may be reemployed by the Board for up to one full school year in a position (1) designated by the Commissioner of Education as a subject shortage area, or (2) at a school located in a priority school district for the school year in which the teacher is being employed. Such employment may be for up to one full school year. Such reemployment may be extended for an additional school year, provided the Board (a) submits a written request for approval to the Teachers' Retirement Board, (b) certifies that no qualified candidates are available prior to the reemployment of such teacher and (c) indicates the type of assignment to be performed, the anticipated date of rehire and the expected duration of the assignment.

The salary of such teacher shall be fixed at an amount at least equal to that paid other teachers in the District with similar training and experience for the same type of service. Upon Board approval of such employment, the retired teacher shall be eligible for the same health insurance benefits provided to active teachers employed by the District. No retirement benefits shall be paid during this period of reemployment.

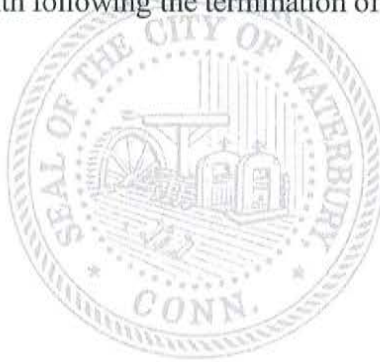


## Recruitment and Selection, continued

Except as indicated below, and in the first paragraph in this section, a certified educator receiving retirement benefits from the Teachers Retirement System (TRS) may not be employed in a certified position receiving compensation paid out of public money appropriated for school purposes except that such educator may be employed in such a position and receive no more than forty-five percent of the maximum salary level for the assigned position. Any certified educator who receives in excess of such amount shall reimburse the Board for the amount of such excess.

Commencing July 1, 2016, to June 30, 2018, the exemption from the limitation on the compensation of a reemployed certified educator apply to an educator who (A) is receiving retirement benefits from TRS based on thirty-four or more years of credited service, (B) is reemployed in a district designated as an alliance district (pursuant to C.G.S. 10-262u), and (C) was serving in the district on July 1, 2015.

On and after July 1, 2016, a certified educator receiving retirement benefits from the system may be employed and receive compensation, health insurance benefits, and other employment benefits provided to active teachers employed by such school system provided such teacher does not receive a retirement income during such employment. Payment of such teacher's retirement income shall resume on the first day of the month following the termination of such employment.



### Legal Reference: Connecticut General Statutes

- 10-151 Employment of teachers. Notice and hearing on termination of contract (as amended by P.A. 12-116 An Act Concerning Educational Reform)
- 10-153 Discrimination on account of marital status.
- 10-183v Reemployment of teachers, as amended by P.A. 10-111, An Act Concerning Education Reform in Connecticut and P.A. 16-91, An Act Making Changes to the Teachers' Retirement System, and P.A. 17-173 An Act Concerning Minor Revisions and Additions to the Education Statutes
- 10-220 Duties of Boards of Education.
- 31-126 Unfair Employment Practices.
- 46a-60 Discriminatory employment practices prohibited.
- Title IV Equal Employment Opportunities.
- 20 U.S.C. Section 1119 No Child Left Behind Act.
- 34 C.F.R. 200.55 Federal Regulations.
- P.L. 114-95 Every Student Succeeds Act, S.1177-55, 56

Policy adopted by the Waterbury Board of Education on December 20, 2012, revised on June 15, 2017,  
revised on **DRAFT**

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

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

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

*Note: P.A. 15-225 requires the SBE to define "disciplinary absence" by January 1, 2016 to assist local boards of education calculate district and school chronic absenteeism rates.*

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

**1. Definitions (related to chronic absenteeism)**

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

**Absence:** An excused absence, unexcused absence or disciplinary absence, as those terms are defined by the State Board of Education or an in-school suspension that is greater than or equal to one-half of a school day pursuant to C.G.S. 10-198b.

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

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

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

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

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



documentation to school officials.

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

B. For the tenth absence and all absences thereafter, a student's absences from school are considered excused for the following reasons:

1. Student illness (must be verified by a licensed medical professional to be deemed excused, regardless of the length of the absence);
2. Student's observance of a religious holiday;
3. Death in the student's family or other emergency beyond the control of the student's family;
4. Mandated court appearances (documentation required);
5. The lack of transportation that is normally provided by a district other than the one the student attends (no parental documentation required);
6. Extraordinary educational opportunities pre-approved by District administration and to be in accordance with Connecticut State Department of Education guidance.

C. A student's absence from school shall be considered unexcused unless:

1. The absence meets the definition of an excused absence and meets the documentation requirements; or
2. The absence meets the definition of a disciplinary absence, which is the result of school or District disciplinary action and are excluded from these State Board of Education approved definitions.

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

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

### **Excused Absences for Children of Service Members**

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

### **Chronic Absenteeism**

The Board of Education, in compliance with statute, requires the establishment of attendance

review teams when chronic absenteeism rates in the District or at individual schools in the District meet the following circumstances:

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

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

The District shall utilize the chronic absenteeism prevention and intervention plan developed by the State Department of Education when it becomes available. *(SDE to develop by 1/1/16.)*

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

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

### **Dismissal**

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

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

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

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

**ABOVE IS TOTALLY NEW FROM CABE AND BELOW IS FROM CURRENT POLICY BUT RENUMBERED**

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

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

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

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

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

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



parties directly involved may attend the informal hearing. The Appeals Board will meet as soon as possible after individual students have exceeded their absences.

- C. The Appeals Board will consider:
1. Presentation by parent/legal guardian
  2. Documentation from medical personnel
  3. The student's attendance record
  4. The student's request to earn back lost credit
  5. Other information deemed appropriate by the administration
- D. A student may be allowed an attendance appeal hearing on a yearly basis. However, a successful waiver for promotion or restoration of credit may only be granted twice in grades K-5, once in grades 6-8, and once in grades 9-12.
- E. Decisions of the Appeals Board are final. Waivers granted or denied must become a part of student's permanent cumulative file and recorded into the computer data base.

Legal Reference Connecticut General Statutes:

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

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

10-185 Penalty

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

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

10-198c Attendance review teams.

PA 15-225 An Act Concerning Chronic Absenteeism

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

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

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

*Action taken by State Board of Education on January 2, 2008, to define "attendance."*

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

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

Policy adopted by the Waterbury Board of Education on September 5, 2013

and revised on **DRAFT**

## Attendance Requirements for Students under 18 years of Age with Respect to Truancy

### Introduction and Definitions

The District's policy on student truancy shall stress early prevention and inquiry leading to remediation of absences rather than imposition of punitive measures for students. Referral to legal authorities normally shall be made only when local resources are exhausted. For purposes of implementing this policy and for reporting purposes regarding truancy, the District will utilize the State Board of Education approved definitions of "excused," "unexcused," and "disciplinary" absences. (Note: Also see Policy entitled "Attendance Requirements for Course Credit or Promotion")

**"Truant"** shall mean a student age five to eighteen, inclusive, who has four unexcused absences in any one month, or ten unexcused absences in one school year.

**"In attendance"** shall mean a student if present at his/her assigned school, or an activity sponsored by the school (e.g., field trip), for at least half of the regular school day. A student who is serving an out-of-school suspension or expulsion should always be considered absent.

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

**"Absence"** means an excused absence, unexcused absence or disciplinary absence, as those terms are defined by the State Board of Education. ~~or an in-school suspension that is greater than or equal to one-half of a school day pursuant to C.G.S. 10-198b.~~

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

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

### Remediation of Truancy

School personnel shall seek cooperation from parents or other persons having control of such child and assist them in remedying and preventing truancy. The Superintendent of Schools shall develop regulations which will detail the following school district obligations under the district's truancy policy.

1. Notify parents annually of their obligations under the attendance policy.
2. Obtain telephone numbers for emergency record cards or other means of contacting parents or other persons having control of the child during the school day.
3. Establish a system to monitor student attendance.

4. Make a reasonable effort by telephone and by mail to notify parents or other persons having control of the child, enrolled in grades one through eight, inclusive, when a child does not arrive at school and there has been no previously approval or other indication which indicates parents are aware of the absence. *(Note: Persons who in good faith give or fail to give notice pursuant to this section shall be immune from any liability, civil or criminal, which might otherwise be incurred or imposed and shall have immunity with respect to any judicial proceeding which results from such notice or failure to give notice.)*
5. Identify a student as “truant” when the student accumulates four unexcused absences in any month or ten in a school year.
6. Identify a student as “chronically absent” when the student accumulates a total number of absences at any time during a school year that is equal to or greater than ten percent of the total number of days that such student has been enrolled at the school during the school year.
7. Appropriate school staff meet with parents of a child identified as truant or chronically absent to review and evaluate the situation, within ten days of such designation. Such meeting may involve the school or District Attendance Team.

Students so identified may be subject to:

- (a) retention in the same grade to acquire necessary skills for promotion or retention.
  - (b) a requirement to complete a summer school program successfully before being promoted to the next grade.
8. When a petition is filed, an educational evaluation of the truant student shall be done by appropriate school personnel if no such evaluation has been performed within the preceding year.
  9. Provide coordination of services and refer “truants” to community agencies which provide child and family services.
  10. If in existence, refer the child to the children’s probate court truancy clinic.
  11. Until such time as the State Department of Education provides a truancy model, the Waterbury Public Schools will follow its current truancy procedures.

The Board, on or before 8/15/18, shall implement a truancy intervention model identified by the Connecticut State Department of Education (SDE) for any school within the District that has a disproportionately high rate of truancy, as identified by the Commissioner of Education. Parents or other persons having control of each child shall be notified of such truancy model. (Note: The SDE is required to identify these effective truancy intervention models by 8/15/17.)

### **Chronic Absenteeism**

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

1. A District team must be established when the District’s chronic absenteeism rate is 10



percent or higher.

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

The membership of attendance review teams may consist of school administrators, guidance counselors, school social workers, teachers, chronically absent children, parents or guardians of chronically absent children, and representatives from community-based programs who address issues related to student attendance by providing programs and services to truants.

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

The District shall utilize the chronic absenteeism prevention and intervention plan developed by the State Department of Education when it becomes available.

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

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

Legal Reference: Connecticut General Statutes

10-184 Duties of parents. (as amended by PA 98-243 and PA 00-157)  
10-198a Policies and procedures concerning truants (as amended by PA 00-157, PA 11-136 and PA 16-147)  
10-198b State Board of Education to define "excused absence", "unexcused absence", and "disciplinary absences"  
10-198c Attendance review teams (as amended by PA 17-14)  
10-198d Chronic absenteeism  
10-199 through 10-202 Attendance, truancy in general. (Revised, 1995, PA 95-304)  
45a-8c Truancy clinic. Administration. Policies and procedures. Report. (as amended by PA 15-225)  
10-220(c) Duties of boards of education (as amended by PA 15-225)  
10-202e-f Policy on dropout prevention and grant program.  
10-221(b) Board of education to prescribe rules.  
*Campbell v New Milford*, 193 Conn 93 (1984).  
*Action taken by the State Board of Education on January 2, 2008, to define "attendance."*  
*Action taken by the State Board of Education on June 27, 2012, to define "excused and "unexcused" absences.*  
PA 15-225 An Act Concerning Chronic Absenteeism.



**Reporting of Child Abuse, Neglect and Sexual Assault**

Connecticut General Statutes Section 17a-101, et seq., requires all school employees of the Board of Education to report suspected child abuse and neglect. The Board of Education recognizes its legal obligations relating to mandated reporting and requires all persons applying for employment with the Board to submit to a record check of the Department of Children and Families Child Abuse and Neglect Registry before the person may be hired.

Mandated reporters include the superintendent, administrators, teachers, substitute teachers, guidance counselors, school paraprofessionals, coaches of intramural and interscholastic athletics, nurses, physicians, psychologists and social workers either employed by the Board or working in one of the District Schools or any other person who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in District Schools.

Such individual(s) who have reasonable cause to suspect or believe that a child under eighteen (18) years of age has been abused or neglected, has had non-accidental physical injury, or injury which is at variance with the history given of such injury, inflicted upon the child, is placed at imminent risk of serious harm or sexually assaulted by a school employee is required to report such abuse and/or neglect or risk and/or sexual assault in accordance with applicable state statutes. The mandated reporting requirement regarding the sexual assault of a student by a school employee applies based on the person's status as a student, rather than his or her age.

A mandated reporter's suspicion may be based on factors including, but not limited to, observations, allegations, facts or statements by a child, victim or third party. Suspicion or belief does not require certainty or probable cause.

An oral report by telephone or in person shall be made as soon as possible but not later than twelve (12) hours to the Commissioner of the Department of Children and Families and to the Superintendent of Schools or his/her designee followed within 48 hours by a written report to the Department of Children and Families.

Any person who intentionally and unreasonably interferes with or prevents the making of a report pursuant to this section, or attempts or conspires to do so will be subject to criminal prosecution under law. State law also prohibits retaliation against a mandated reporter for fulfilling his/her obligations to report suspected child abuse or neglect.

The oral and written reports shall include, if known, (1) the names and addresses of the child and his/her parents/guardians or other persons responsible for his/her care; (2) the child's age; (3) the child's gender; (4) the nature and extent of the child's injury or injuries, maltreatment or neglect; (5) the approximate date and time the injury or injuries, maltreatment or neglect occurred; (6) information concerning any previous injury or injuries to or maltreatment or neglect of the child or his/her siblings; (7) the circumstances in which the injury or injuries, maltreatment or neglect came to be known to the reporter; (8) the name of the person(s) suspected to be responsible for causing such injury or injuries, maltreatment or neglect; (9) the reasons such person or persons are suspected of causing such injury or injuries, maltreatment or neglect of a child and (11) whatever action, if any, was taken to treat, provide shelter or otherwise assist child.



**Reporting of Child Abuse, Neglect and Sexual Assault**

If the report of abuse, neglect or sexual assault involves an employee of the District as the perpetrator, the District may conduct its own investigation into the allegation provided such investigation shall not interfere with or impede any investigation conducted by the Department of Children and Families or by a law enforcement agency.

The Board recognizes that the Department of Children and Families is required to disclose records to the Superintendent of Schools in response to a mandated report's written or oral report of abuse or neglect or if the Commissioner of the Department of Children and Families has reasonable belief that a school employee abused or neglected a student. Not later than five (5) working days after an investigation of child abuse or neglect by a school employee has been completed, the Department of Children and Families is required to notify the school employee and the Superintendent and the Commissioner of Education of the investigation's results and shall provide records, whether or not created by the Department, concerning such investigation.

If the Department of Children and Families has reasonable cause, and recommends the employee be placed on DCF's Child Abuse and Neglect Registry, the Superintendent shall suspend such employee.

The Board shall provide to employees in-service training regarding the requirements and obligations of mandated reporters including training offered by the Department of Children and Families. Each school employee is required to complete an initial training program offered by DCF and, not later than three (3) years after completion of the initial training program, shall thereafter, retake such refresher training course at least once every three years.

This policy shall be distributed annually to all employees. Documentation shall be maintained that all employees have, in fact, received the written policy and completed initial and refresher training related to mandated reporting of child abuse and neglect as required by law.

The Board of Education will post the telephone number of the Department of children and Families' child abuse hotline, Careline, and the Internet web address that provides information about the Careline in each District school in a conspicuous location frequented by students. Such posting shall be in various languages most appropriate for the students enrolled in the school.

The principal for each school under the District's jurisdiction shall annually certify to the superintendent that each school employee working at such school is in compliance with the requirements of the Department of Children and Families training.

The Board will establish a confidential rapid response team to coordinate with the Department of Children and Families to (1) ensure prompt reporting of suspected child abuse or neglect or 1st, 2nd, 3rd or 4th degree sexual assault, 1st degree aggravated sexual assault or 3rd degree sexual assault with a firearm of a student not enrolled in adult education by a school employee and (2) provide immediate access to information and individuals relevant to the Department of Children and Families' investigation of such cases. The confidential response team shall consist of (1) a local teacher and the Superintendent, (2) a local police officer and (3) any other person the Board or the Superintendent deems appropriate.



**Reporting of Child Abuse, Neglect and Sexual Assault**

The Board of Education will not employ anyone who was terminated or resigned after a suspension based on the Department of Children and Families' investigation, if he or she has been convicted of (1) child abuse or neglect or (2) 1st, 2nd, 3rd or 4th degree sexual assault; 1st degree aggravated sexual assault or 3rd degree sexual assault with a firearm of a student who is not enrolled in adult education

The Board will not employ an individual who was terminated or resigned, if he or she (1) failed to report the suspicion of such crimes when required to do so or (2) intentionally and unreasonably interfered with or prevented a mandated reporter from carrying out this obligation or conspired or attempted to do so. This applies whether or not an allegation of abuse, neglect or sexual assault has been substantiated.

Legal Reference: Connecticut General Statutes

- 10-220a Inservice training. Professional development committees. Institutes for educators. Cooperating teacher program, regulations (as amended by PA 11-93)
- 10-221d Criminal history records check of school personnel. Fingerprinting. Termination or dismissal (as amended by PA 11-93)
- 10-221s Investigations of child abuse and neglect. Disciplinary action. (as amended by PA 16-188)
- 17a-28 Definitions. Confidentiality of and access to records; exceptions. Procedure for aggrieved persons. Regulations (as amended by PA 11-93 and PA 14-186)
- 17a-101 Protection of children from abuse. Reports required of certain professional persons. When child may be removed from surroundings without court order. (as amended by PA 96-246, PA 00-220, PA 02-106, PA 03-168, PA 09-242, PA 11-93 and PA 15-205)
- 17a-101a Report of abuse or neglect by mandated reporters. (as amended by PA 02-106, PA 11-93, and PA 15-205)
- 17a-102 Report of danger of abuse. (as amended by PA 02-106)
- 17a-106 Cooperation in relation to prevention, identification and treatment of child abuse/neglect.
- 10-151 Teacher Tenure Act.
- P.A. 11-93 An Act Concerning the Response of School Districts and the Departments of Education and Children and Families to Reports of Child Abuse and Neglect and the Identification of Foster Children in a School District.
- P.A. 15-205 An Act Protecting School Children.
- P.A. 14-186 An Act Concerning the Department of Children and Families and the Protection of Children.

**Referral System for Sexual and Reproductive Health Services**

History: CT P.A. 92-119 amended Subsec. (a) to clarify that consent of a parent is not a prerequisite to testing of a minor and added Subsec. (d)(5) concerning involving a minor's parent or guardian in decisions and provision of medical treatment and to require counseling for a minor at the time of communicating test results; P.A. 97-111 added Subsec. (e)(10) re exemption for repeat tests; P.A. 09-133 amended Subsec. (a) by replacing provisions re specific informed consent for HIV-related testing with provisions re general consent for such testing and by deleting provisions re obtaining written consent.

Teens report many barriers to accessing sexual and reproductive health services (e.g., STD/HIV testing, pelvic exams, pregnancy testing) including accessibility (i.e., inconvenient clinic hours), transportation, confidentiality and cost.\* In an effort to reduce barriers to health services for teens, schools can play a pivotal role in connecting adolescents to sexual and reproductive health services directly through school based health centers or the provision of services such as counseling on school grounds or through a linkage and referral system to community-based providers. School nurses, as well as other school personnel, are cited as critical sources of information by students and routinely manage confidential student health information.

Relative to sexual health services, Waterbury Public School nurses, in compliance with board policy may:

- Provide medically accurate information and resources to students and staff
- Provide referrals and counseling relative to pregnancy, STD and HIV testing
- Provide counseling to pregnant teens, or teens who think they might be pregnant.

WPS counselors, teachers, administrators and other staff can also be sources of referrals to appropriate, reputable youth friendly community resources.

**Referral Process:**

1. If a student is requesting information on STD/HIV or pregnancy testing, school nurse/school personnel will refer the student to the School Based Health Clinic (SBHC) if one is available at the student's school.
2. If there is no SBHC available, then school personnel will refer the student to the School Nurse or provide the student a list of community health youth friendly providers. All school personnel must maintain strict student confidentiality.
3. If the student needs assistance in making the initial contact to the community based provider, school personnel can assist in facilitating this contact.
4. If the School Nurse or school personnel refers a student for services, such personnel will follow up with the student to be sure the student receives care.

*\*Brindis, C et al. Meeting the reproductive health care needs of adolescents: California's Family Planning Access, Care and Treatment Program Journal of Adolescent Health Vol. 32(6) pages 79-90 June 2003, School Health Manual Revisions/STD Referral 2016*

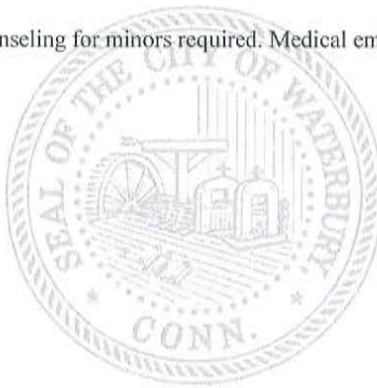
## **Referral System for Sexual and Reproductive Health Services, continued**

### Legal References

- Sec. 1-1d. "Minor", "infant", "infancy", "age of majority", defined.
- Sec. 17a-688. (Formerly Sec. 19a-126h)  
(d) Minors, consent to treatment and liability for costs.
- Sec. 19a-14c. Provision of outpatient mental health treatment to minors without parental consent.
- Sec. 19a-216. (Formerly Sec. 19-89a). Examination and treatment of minor for venereal disease. Confidentiality. Liability for costs.
- Sec. 19a-285. (Formerly Sec. 19-142a). Consent by minor to medical, dental, health or hospital services for child
- Sec. 19a-582. General consent required for HIV-related testing. Counseling requirements. Exceptions.
- Sec. 19a-592. Testing and treatment of minor for HIV or AIDS. Confidentiality. Liability for costs.

### Chapter 368y - Abortion:

- Sec. 19a-601. Information and counseling for minors required. Medical emergency exception.





## On-Campus Recruitment Policy

Subject to the provisions of Subdivision (11) of Subsection (b) of Section 1-210 of the Connecticut General Statutes, the high schools of the school district shall provide the same directory information and on-campus recruiting opportunities to representatives of the armed forces of the United States of America and State Armed Services as are offered to nonmilitary recruiters, recruiters for commercial concerns and recruiters representing institutions of higher education.

The Board shall also provide full access for the recruitment of students by regional vocational technical schools, regional vocational agricultural centers, inter-district magnet schools, trade schools, charter schools and inter-district student attendance programs.

Directory information or class lists of student names and/or addresses shall not be distributed without the consent of the parent or legal guardian of the student or by the student who has attained majority status.

Military recruiters or institutions of higher learning shall have access to secondary school students' names, addresses, and telephone listings unless a secondary student or the parent/guardian of the such student submits a written request that such information not be released without their prior written parental consent. A student, eighteen years of age or older, rather than his/her parent/guardian, may request in writing that such information not be released without his/her prior written permission. The Board of Education shall notify parents/guardians and students of the option to make such request and shall comply with any request received.

*(ESSA requires the release of the student's name, address and telephone listing unless, after giving appropriate notice to parents/guardians and students 18 years of age or older, of their right to opt-out and to require, after such opt-out, written permission to release the information.)*

The school administrator may make the determination of when the recruitment meetings are to take place and reserves the right to deny such meeting where the holding of such meeting will materially and substantially interfere with the proper and orderly operation of the school.

Any person or organization denied the rights accorded under this policy shall have the right to request a review of the decision by the Board of Education by filing a written request with the Superintendent of Schools.

Legal Reference: Connecticut General Statutes

1-210 (11) Access to public records. Exempt records.

10-220d Student recruitment by a regional and interdistrict specialized schools and programs. Recruitment of athletes prohibited (as amended by P.A. 12-116, An Act Concerning Educational Reform)

10-221b Boards of education to establish written uniform policy re treatment of recruiters. (as amended by PA 98-252)

P.L. 106-398, 2000 H.R. 4205: The National Defense Authorization Act for Fiscal Year 2001

P.L. 107-110 "No Child Left Behind Act" Title IX, Sec. 9528

Section 8025 of Public Law 114-95, "The Every Student Succeeds Act of 2015"

**Sexual Abuse Prevention and Education Program**

The Waterbury School District ensures that schools sustain healthy, positive, and safe learning environments for all students. This requires the efforts of the entire staff.

The Waterbury Public Schools shall implement the Sexual Abuse and Assault Awareness and Prevention Program identified or developed, in compliance with P.A. 14-196, by the Department of Children and Families, in collaboration with the Department of Education and other assisting entities, with the goal of informing students and staff about child sexual abuse and assault awareness and available resources.

The program shall include, but not be limited to:

1. Adopting a child sexual abuse and assault awareness curriculum to provide age-appropriate information to teach students between appropriate and inappropriate conduct in situations where child sexual abuse or assault could occur, and to identify actions a child may take to prevent and report sexual abuse or sexual assault;
2. Providing students with resources and referrals to handle these potentially dangerous situations;
3. Providing students access to available counseling and educational support;
4. Providing mandatory training to all District staff to ensure they are fully informed on:
  - a. the warning signs of sexual abuse and sexual misconduct involving a child,
  - b. mandatory reporting requirements,
  - c. school District policies, and
  - d. establishing and maintaining professional relationships with students, available resources for children affected by sexual abuse, sexual assault or misconduct.
5. Methods for increasing teacher, student, and parent awareness of issues regarding sexual abuse of children; and
6. Permitting students to opt-out from participating in classroom instruction regarding sexual abuse and sexual assault upon receipt by the Principal or his/her designee of a written request from the student's parent/guardian. Such request shall be sufficient to exempt the student from such program in its entirety or from portions of it so specified by the parent/guardian.

Students, parents/guardians, teachers and school staff and school volunteers shall be provided information, at a minimum on an annual basis, on the District's policy and procedures against sexual abuse and assault. The information shall include evidence-based methods of preventing sexual abuse and assault, as well as how to effectively identify and respond to sexual abuse and incidents within the scope of the school.

The District shall utilize existing resources, including but not limited to, student support services staff (e.g. school social workers, school counselors, school psychologists) to assist in providing sexual abuse and assault intervention and prevention training.

**Sexual Abuse Prevention and Education Program, continued****Reporting Child Sexual Abuse and Assault**

Connecticut General Statutes §17a-101, as amended, requires all school employees including the Superintendent of Schools, school teachers, substitute teachers, administrators, school guidance counselors, school paraprofessionals, licensed nurses, physicians, psychologists, social workers, coaches of intramural or interscholastic athletics, or any other person, who in the performance of his/her duties, has regular contact with students and who provides services to District students, who have reasonable cause to suspect or believe that a child has been abused, neglected, or placed in imminent risk of serious harm to report such abuse and/or neglect in compliance with applicable state statutes.

An oral report by telephone or in person shall be made as soon as possible but no later than 12 hours to the Commissioner of Children and Families and to the Superintendent of Schools or his/her designee followed within 48 hours by a written report to the Department of Children and Families.

Reporting suspected abuse and/or neglect of children, in addition to the requirements pertaining to staff training, record keeping and dissemination of this policy, shall be in accordance with the procedures established and set forth in the Administrative Regulation #5151.4.

Legal Reference: Connecticut General Statutes

P.A. 14-196, An Act Concerning a State-Wide Sexual Abuse and Assault Awareness Program

Policy adopted by the Waterbury Board of Education on **DRAFT**



## Special Education

The district shall provide a free appropriate public education and necessary related services to all children with disabilities residing within the district, required under the Individuals with Disabilities Education Act ("IDEA"), and its associated regulations, as well as applicable state law and regulation, as they be amended from time to time with regard to the identification, evaluation and provisions of special education program for eligible students, ages three (3) and until they graduate, or for the duration of the school year in which the student becomes twenty-one (21).

In order to maintain an effective special education plan, The Board of Education may participate in special education programs of other school districts or those offered by a Regional Service Center.

(cf. 3231 - Medicaid Reimbursement for Special Education Students)

(cf. 5145.71 - Surrogate Parent Program)

Legal Reference: Connecticut General Statutes

10 76a Definitions.

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

10 76d Duties and powers of boards of education to provide special education programs and services. (as amended by PA 97-114, PA 0048, PA 06-18 and June Special Session PA 15-5, Section 277)

10 76e School construction grant for cooperative regional special education facilities.

10 76f Definition of terms used in formula for state aid for special education.

10 76g State aid for special education.

10 76h Special education hearing and review procedure. Mediation of disputes.

10 76i Advisory council for special education.

10 76j Five year plan for special education.

10 76k Development of experimental educational programs.

10 76m Auditing claims for special education assistance.

10 76a 1 et seq. Definitions

10 76d 1 through 10 76d 19 Conditions of instruction

10 76h 1 through 10 76h 2 Due process

10 76l 1 Program Evaluation

10 145a 24 through 10 145a 31 Special Education (re teacher certification)

10-2641 Grants for the operation of interdistrict magnet school programs

34 C.F.R. 3000 Assistance to States for Education for Handicapped Children.

American with Disabilities Education Act, 20 U.S.C. §12101 et seq.

Individuals with Disabilities Education Act, 20 U.S.C. §1400 et seq.

Rehabilitation Act of 1973, Section 504, 29 U.S.C. §794

P.L. 108-446 The 2004 Reauthorization of the Individuals with Disabilities Act

20 U.S.C. §6368 (3) The No Child Left Behind Act


Bd of Ed of the City School District of the City of New York v. Tom F.  
128S.Ct. 1, 76 U.S.L.W. 3197 (2008)

Rowley v. Board of Education, 485 U.S.-176 (1982)

Endrew F. v. Douglas County School District RE-1, 15-827 U.S. (2017)

A.M. v. N.Y. City Department of Education, 845F.3d 523, 541 (2d Cir.1997)

Mrs. B., v. Milford Board of Education 103 F. 3d 1114, 1121 (2d Cir. 1997)



Policy adopted by the Waterbury Board of Education on **DRAFT**



## Alternative Education Programs

The purpose of this policy is to recognize the need for alternative education programs for some District students.

The Board of Education is dedicated to providing educational options for all students within available financial constraints. It is recognized there will be students in the District whose needs and interests are best served by participation in an alternative education program.

"Alternative education" means a school or program maintained and operated by the Board that is offered to students in a nontraditional educational setting and addresses the social, emotional, behavioral and academic needs of such students.

The Board may provide alternative education to students in accordance with the guidelines established by the State Board of Education. Such guidelines shall include, but not be limited to, a description of the purpose and expectation of alternative education, criteria for student eligibility, and criteria for how and when a student may enter or exit alternative education.

In providing alternative education to students, the Board may use space in an existing school or establish a new school. Such programs must comply with state laws pertaining to the number and length of school days in an academic year and shall be subject to all other federal and state laws governing public schools.

The Board may form a cooperative arrangement with other boards of education, to provide alternative education pursuant to C.G.S. 10-158a.

Alternative education programs implemented by the District are to maintain learning options that are flexible with regard to environment, structure and pedagogy. Such programs include, but are not limited to, a separate school, tutorial instruction, small group instruction, large group instruction, counseling and guidance, computer-assisted instruction, cooperative work experience, supervised community service activities and supervised independent study.

(cf. 6172.11 - Relations with Charter Schools)

(cf. 6172.12 - Magnet Schools)

(cf. 6172.41 - Title I Program)

(cf. 6172.6 - Virtual/Online Courses)

Legal Reference Connecticut General Statutes

10-4p(b) Implementation plan to achieve resource equity and equality of opportunity. Assessment. Reports. (as amended by PA 15-133)

10-15 Towns to maintain schools.

10-16 Length of school year.



10-158a Cooperative arrangements among towns. School building projects. Student transportation.

10-220 Duties of boards of education (as amended by PA 15-133)

10-223h(c) Commissioner's network of schools. Turnaround committees. Operations and instructional audit. Turnaround plans. Report. (as amended by PA 15-133)

PA 15-133 An Act Concerning Alternative Education



Policy adopted by the Waterbury Board of Education on **DRAFT**

## COMMITTEE ON SCHOOL FACILITIES & GROUNDS

#12

**WORKSHOP:** Thursday, August 31, 2017 (WAMS)  
**BOARD MEETING:** Thursday, September 7, 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:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
L. Richard	Career Academy gym: Monday, Oct. 30 <sup>th</sup> 7:30am-3:30 pm (Blood Drive) Career Academy 4 <sup>th</sup> floor: Monday, Sept. 25 <sup>th</sup> 6:00-7:30 pm (CNA pinning ceremony)
M.A. Marold	Gilmartin café: Friday, Sept. 29 <sup>th</sup> 9:00- 10:30 a.m. (School Governance Council Back To School Breakfast)
M. Vagnini	WAMS choral rm.: Tues., Sept. 5 <sup>th</sup> 6:30-7:30 pm (parents' meeting) WAMS café: Wed., Sept. 13 <sup>th</sup> 6:30-7:30 pm (fundraiser meeting) WAMS atrium: Sunday, Oct. 1 <sup>st</sup> 7am – 7pm (fundraiser event)
G. Huckins	Wallace media ctr.: 8/23, 9/6, 11/28 6:30-8:00 pm (swim program officials meetings)
E. Brown	Maloney café: Tues., Sept. 19 <sup>th</sup> 5:30-8:30 pm (Working Cities Challenge)
N. Hutchinson	WAMS café: Wed., Sept. 6 <sup>th</sup> 4-8 pm (ice cream social)
Recreation Dept. Cherrie Lamb	WSMS gym,café,or theater rm.: 2017-18 sch. yr. Mon, Tues, Wed. 5:40-7:15 pm (Zumba Fitness program)
Pat Moran	Wilby gym: Wed., Sept. 6 <sup>th</sup> 5:00-8:00 pm (Family & Community Engagement program for students & their families)
K. Effes	WAMS atrium & lib.: Tues.,April 10 <sup>th</sup> 6:00-8:30pm (Book Club)
M. Hulse	Kingsbury gym: 10/12/17 5:30-7:00pm Hispanic Heritage Night 11/2/17 5:30-7:00pm Literacy Night 12/21/17 5:00-6:30pm Winter Wonderland 1/26/18 5:30-7:00pm PTO-Someone Special Dance

Approved:

John Theriault

Kathleen M. Ouellette, Ed. D.  
Superintendent of Schools

AUG - 3 2017

SCHOOL PERSONNEL USE ONLY

DATE: 8/4/17

TO: SCHOOL BUSINESS OFFICE

FROM: Waterbury Career Academy

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Cafeteria/Rooms

DATES REQUESTED:

Oct 30th - Monday

FROM: 7:30 am/pm

TO: 3:30 am/pm

FOR THE FOLLOWING PURPOSES:

Blood Drive - Red Cross

Linda Richard

APPLICANT

Linda Richard

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.



AUG - 3 2017

SCHOOL PERSONNEL USE ONLY

DATE: ~~8/24/17~~

8/4/17

TO: SCHOOL BUSINESS OFFICE

FROM: WCA

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

4th Floor

DATES REQUESTED:

Sept 25th, 2017

FROM:

6<sup>00</sup>

am/pm

TO:

7<sup>30</sup>

am/pm

FOR THE FOLLOWING PURPOSES:

CNA Pinning Ceremony

Maia Richard  
APPLICANT  
L. Richard

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

AUG - 2 2017

DATE:  
August 2, 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: Gilmartin School

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

DATES REQUESTED: Friday September 29, 2017

FROM: 9:00 a.m. TO: 10:30 a.m. am/pm

### FOR THE FOLLOWING PURPOSES:

School Governance Council Back To School Breakfast. This will include the Board of Education Report 2017 and Strategic Planning for 2017-2018 School Year. The Achievements to Share of each school will serve as a true Dual Capacity Building Framework.

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

*Mary Ann Marold*

Please give form to Nicole Steck

SCHOOL PERSONNEL USE ONLY

AUG 7 2017

DATE: Aug 4

TO: SCHOOL BUSINESS OFFICE

FROM: M Vagnini

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

Choral Room

DATES REQUESTED: Tuesday Sept 5

FROM: 6<sup>30</sup> am/pm TO: 7<sup>30</sup> am/pm

FOR THE FOLLOWING PURPOSES:

Kickoff Meeting for Parents  
and Students attending  
HS Chorus trip to Disney

M Vagnini  
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

JUL 27 2017

SCHOOL PERSONNEL USE ONLY

DATE: July 14, 2017

TO: SCHOOL BUSINESS OFFICE

FROM: M. Vagnini

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

Cafeteria

DATES REQUESTED: Wed Sept 13 2017

FROM: 6:30 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Kick off Meeting Parent Meeting  
for HS Chorus Fundraiser

M. Vagnini  
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

SCHOOL PERSONNEL USE ONLY

JUL 27 2017

DATE: July 14, 2017

TO: SCHOOL BUSINESS OFFICE

FROM: M Vagnini

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/RoomsAtriumDATES REQUESTED: Sunday Oct 1st 2017FROM: 7 am pmTO: 7 am pm

FOR THE FOLLOWING PURPOSES:

Mattress Fundraising EventM Vagnini  
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

AUG - 7 2017

DATE: 8-7-17

TO: SCHOOL BUSINESS OFFICE  
FROM: GARY HUCKINS

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

NAME OF SCHOOL REQUESTED: Wallace m/s

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☐ Café/Rooms

DATES REQUESTED: 8/23, 9/6, 11/28 media CTR.

FROM: 6:30 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Swim Program Officials  
Meetings

Gary Huckins  
APPLICANT  
gm

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



Book

AUG - 9 2017

SCHOOL PERSONNEL USE ONLY

DATE: 8-9-17

TO: SCHOOL BUSINESS OFFICE

FROM: Elizabeth Brown  
Bel. of Education

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

NAME OF SCHOOL REQUESTED: Maloney

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Tuesday, Sept. 19<sup>th</sup>, 2017

FROM: 5:30 am/pm TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Working Cities Challenge /  
Public Schools

E. Brown  
APPLICANT  
Sue

\*\*\*\*\*  
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

SCHOOL PERSONNEL USE ONLY

AUG 22 2017

DATE: 8/21/17

TO: SCHOOL BUSINESS OFFICE

FROM: PTSO WAMS

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Cafeteria/Rooms

DATES REQUESTED: 9/6/17

FROM: 4 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

Icecream Social

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.

*hook*

AUG 22 2017

SCHOOL PERSONNEL USE ONLY

DATE: August 07, 2017

TO: SCHOOL BUSINESS OFFICE

FROM: Cherrie Lamb / Recreation Program

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

NAME OF SCHOOL REQUESTED: West Side Middle Schl- Gym ,Cafeteria or Theater Arts Room.

☒ Auditorium/Theater Arts    ☒ Gym    ☐ Swimming Pool    ☒ Café/Rooms

DATES REQUESTED: Continuation 2017-18 – Mondays , Tuesdays & Wednesdays

FROM: 5:40pm am/pm    TO: 7:15 am pm

FOR THE FOLLOWING PURPOSES:

Zumba Fitness

(Program continued for the 9<sup>th</sup> school year)

  
\_\_\_\_\_  
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.



AUG 22 2017

SCHOOL PERSONNEL USE ONLY

DATE:

8/22/17

TO: SCHOOL BUSINESS OFFICE

FROM: Patricia C. Moran, Supervisor of Family and Community Engagement

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

NAME OF SCHOOL REQUESTED: Wilby High School

☐

Auditorium

☒

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

DATES REQUESTED: September 6, 2017

FROM: 5:00 pm TO: 8:00 pm

FOR THE FOLLOWING PURPOSES:

Hosting a Family and Community Engagement program for students and families of Waterbury Public Schools. Two Harlem Globetrotters will do a presentation focusing on bullying, drug use and of course, ball handling skills. There is no charge for this activity.

Patricia C. Moran

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

AUG 28 2017

*Book*

SCHOOL PERSONNEL USE ONLY

DATE: 8.28.17

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS - Parent Liaison

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    ☒ Atium/ Library

DATES REQUESTED: 4/10/18  
FROM: 6 am pm TO: 8<sup>30</sup> am pm

FOR THE FOLLOWING PURPOSES:

Literacy Book Club -

*[Signature]*  
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.

*Hook*

AUG 29 2017

# SCHOOL PERSONNEL USE ONLY

DATE: 8/29/17

TO: SCHOOL BUSINESS OFFICE

FROM: Maria Hulse

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

NAME OF SCHOOL REQUESTED: Kingsbury School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 10/12/17

FROM: 5<sup>30</sup> am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Hispanic Heritage Night

Maria Hulse  
APPLICANT

Please note the following provisions:

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



SCHOOL PERSONNEL USE ONLY

AUG 29 2017

DATE: 8/29/16

TO: SCHOOL BUSINESS OFFICE

FROM: Maria Hulse

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

NAME OF SCHOOL REQUESTED: Kingsbury School☐ Auditorium☒ Gymnasium☐ Swimming Pool☐ Café/RoomsDATES REQUESTED: November 2, 2017FROM: 5<sup>30</sup> am/pm TO: 7<sup>00</sup> am/pmFOR THE FOLLOWING PURPOSES:Literacy NightM Hulse  
APPLICANT

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

AUG 29 2017

DATE: 8/29/17

TO: SCHOOL BUSINESS OFFICE

FROM:

Maria Hulse

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

NAME OF SCHOOL REQUESTED: Kingsbury☐ Auditorium

Gymnasium



Swimming Pool



Café/Rooms

DATES REQUESTED:

Dec 21, 2017

FROM:

5

am/pm

TO:

6:30

am/pm

FOR THE FOLLOWING PURPOSES:Winter wonderlandM. Hulse  
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

AUG 29 2017

DATE: 8/29/17

TO: SCHOOL BUSINESS OFFICE

FROM: Kingsbury Maria Hulse

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

NAME OF SCHOOL REQUESTED: Kingsbury School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Jan 26, 2018

FROM: 5<sup>30</sup> am/pm 7<sup>00</sup> am/pm

FOR THE FOLLOWING PURPOSES:

PTO Someone Special Dance

M. Hulse  
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.



# COMMITTEE ON SCHOOL FACILITIES & GROUNDS

**WORKSHOP:** Thursday, August 31, 2017 (WAMS)

**BOARD MEETING:** Thursday, September 7, 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.**

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
CFC Soccer	Crosby field: Sept. to Nov. Mon, Wed., Thurs. 6:30-8:00 pm (practices)
Olgert Dalipi	and 6 Sundays 10:00am-2:00 pm (games)
Dancers, Inc.	Rotella aud., café, rm. 4/27/18 4-11 pm; 4/28/18 8am-11pm; 4/20/18 8am-6pm
D. Barris	(dance competition)
Mesivta Yesodei Hatorah	Crosby pool: 9/3/17-6/3/18 Sat. & Sun. as listed 5:00-6:30 pm
Ari Reiss	(exercise/recreation program)

## **REQUESTING WAIVERS:**

S. Diaz	Rotella aud., café, & music rm.: Sunday, Dec. 17 <sup>th</sup> 8:00 am - 9:00 pm (Greater Miss Waterbury Scholarship Pageant) (\$1,800.)
Special Olympics, CT.	Crosby gym & café: Sat., March 24 <sup>th</sup> 7:30am-5:30pm
Susan Mohr	Kennedy gym & café: Sat., March 24 <sup>th</sup> 7:30am-5:30pm
	West Side gym, aux. gym: Sat. March 24 <sup>th</sup> 7:30am-2:30pm (Special Olympics basketball tournament) (\$2,520.)
Wtby. Knights Cheerleaders	Crosby aud., gym, café: Sat., Oct. 21 <sup>st</sup> 7am-9pm
S. Clements	(annual cheerleading competition) (\$2,520.)
	Career Academy gym: Saturdays Sept. 16 <sup>th</sup> & Sept. 30 <sup>th</sup> 10:30am-2:00pm (cheerleading practices) (\$378.)
Mesivta Yesodei Hatorah	Crosby gym: 8/27/17-6/10/18 Sat. & Sun. as listed 8:30-10:00 pm
Ari Reiss	(exercise/recreation program) (\$1,575)
P.A.L.	Wilby gym: Fri., Nov. 3 <sup>rd</sup> noon-11:00pm (wrestling event)
Ofc. Chris Amatruda	(\$2,016)

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

St. Mary's School	Geneali gym: 10/23/17-3/23/18 Tues. & Thurs. 6:00-9:00 pm
B. Zaccaggini	Gilmartin gym: 9/18 - 4/20/18 M, Tu, W, F. 6:00-9:00 pm (basketball program)
Neighborhood Housing Serv.	Walsh classrms.: 10/2/17 to 4/30/18 Mon., Tues., Wed. 3:00-6:15pm
Erika Cooper	(after school program)

Child Evangelism Fellowship  
Brian Evelich, Dir.

Sprague classrm.: Sept. – June Mondays 2:30-4:00pm  
(CEF good News Club)

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**MONIES COLLECTED TO DATE:**

**\$ 5,031.25**

**Approved:**

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**John Theriault**

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**Kathleen M. Ouellette, Ed. D.**  
**Superintendent of Schools**

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

Yeshiva Chaba  
Porter & Chester  
Woodbury Ballet

Book

APPLICANT OLGERT DALIPI NAME OF ORGANIZATION CTC NOV 5 2017  
ADDRESS PO Box 552 Bristol CT 06011 TELEPHONE # 860-882-3374  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Crossy DATES 5 Attached ROOM(S) Field  
OPENING TIME \_\_\_\_\_ CLOSING TIME \_\_\_\_\_ PURPOSE Soccer Games  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_  
SIGNATURE OF APPLICANT [Signature] DATE 03/22/17

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
OLGERT DALIPI Po Box 552 Bristol CT 06010

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

SCHEDULE OF RATES: CUSTODIAL FEES \$42/HR plus 1 HR SERVICE  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 500. INSURANCE COVERAGE [initials] 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. 574-6563 FIRE DEPT. 697-3432  
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 574-6210 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



✓ Here is a list of dates and times for Sunday games.

9/10 10am, 12pm

9/17 10am

9/24 10am, 12pm

10/15 10am

10/22 10am, 12pm, 2pm

11/5 10am, 12pm, 2pm

11/19 10am

Starting date Sept 6/7/11/13/14/18/20/21/25/27/28

Oct 2/4/5/11/12/16/18/19/23/25/26/30

Nov 1/2/6/8/9 ( These dates in November might be cancelled depends how season goes )

. We are shooting for 6:30-8:00 during week. Lights will be required .  
My manager Val is cc on this email and will send you game schedule.

*Mondays*

*Wednesdays*

*Thursdays*

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

AUG - 3 2017

CONTRACT#

APPLICANT Don Barris NAME OF ORGANIZATION Dancers Inc  
ADDRESS 57 S. Main Street #321 Nephtu NJ 07753 TELEPHONE # 732-685-8182  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Rotella Magnet DATES 4/27/18 - 4/29/18 ROOM(S) auditorium, dressing room  
OPENING TIME 3pm/8pm/8pm CLOSING TIME 11pm/11pm/5pm PURPOSE dance competition  
ADMISSION (if any) none CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 200 approx CHILDREN 300 approx  
SIGNATURE OF APPLICANT [Signature] DATE 8/2/17  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \_\_\_\_\_

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUSTODIAN

RENTAL FEES: \$1,000/4 HRS + \$200/EACH ADD HR.

MISCELLANEOUS FEES: (Tech.) \$52/HR.

SECURITY DEPOSIT \$ 500 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. 574-6983 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 574-2210 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-Permitter

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

APRIL 27  
4 - 11 PM  
APRIL 28  
8 AM - 11 PM  
APRIL 29  
8 AM - 6 PM

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#

*Book*  
APPLICANT Ari Reiss NAME OF ORGANIZATION MYH

ADDRESS 70 Blueridge Dr. Waterbury CT 06704 TELEPHONE # 203-573-1801  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES 11-11/12-02/1-13/2-10/3-24/3-10 POOL

OPENING TIME 8:30 pm CLOSING TIME 10:00 pm PURPOSE exercise and recreation

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 1 CHILDREN 10

SIGNATURE OF APPLICANT *Ari Reiss* DATE 8/14/17

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

Ari Reiss, 65 cables Ave. Waterbury CT 06710 323-240-3798

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.R. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$43/HR plus 1 HR service

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

*H. A. ✓*



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

CONTRACT#

APPLICANT Ari Reiss NAME OF ORGANIZATION MYH  
ADDRESS 70 Blueridge Dr. Waterbury CT 06704 TELEPHONE # 203-573-1801  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES 9-3/9-17/10-22/3-17/4-22/5-6/6-3 POOL

OPENING TIME 5:00 pm CLOSING TIME 6:30 pm PURPOSE exercise and recreation

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 1 CHILDREN 10

SIGNATURE OF APPLICANT [Signature] DATE 8/14/17

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

Ari Reiss, 65 cables Ave. Waterbury CT 06710 323-240-3798

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.R. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$73/HR plus 1 HR service

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

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

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

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

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.

SCHOOL BUSINESS OFFICE  
238 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT # 17 2017

APPLICANT Salvatore Diaz NAME OF ORGANIZATION The Greater Waterbury Scholarship program  
ADDRESS 82 Worcester Ave WTBY CT 06705 TELEPHONE # 203-240-0290  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Rotella DATES 12/17/17 ROOM(S) Theater, Cafe, Art Room, music Room,  
OPENING TIME 8am CLOSING TIME 9pm PURPOSE Pageant  
ADMISSION (if any) 20 CHARGE TO BE DEVOTED TO the Scholarships for the young women  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 25  
SIGNATURE OF APPLICANT Sal Diaz DATE 8/17/17  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

(SAME)  
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. Sal (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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

APPLICANT/ORGANIZATION: The Greater Waterbury Scholarship Program

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒ all fee's waived.

SCHOOL/ROOMS REQUESTED: Rotella / Theater / Cafe / Art Room / Music Room

DATE(S): Dec 17<sup>th</sup>, 2017

TIMES: 8am-9pm

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

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

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

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

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

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

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

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

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

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

8/17/17

Date

Sae Diaz

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

1800.

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  
238 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

JUL 25 2017

APPLICANT Susan Mohr NAME OF ORGANIZATION Special Olympics CT  
ADDRESS 2606 STATE ST Suite 1 WATERBURY CT 06702 TELEPHONE # 203 230 1201 x 239  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Crosby HS DATES 3-24-18 ROOM(S) Gymnasium, Cafeteria  
OPENING TIME 7:30 AM CLOSING TIME 5:30 PM PURPOSE Basketball Tournament  
ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO —  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 120 CHILDREN —  
SIGNATURE OF APPLICANT Susan Mohr DATE 7-24-17  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

SAME AS ABOVE

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ — INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

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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).

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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 State Building Permit)



APPLICANT/ORGANIZATION: Special Olympics CT

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Crosby H.S. Gym + Cafeteria

DATE(S): 3-24-18

TIMES: 7:30 AM - 5:30 PM

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

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

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

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

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

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

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

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

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

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

8-1-17  
Date

Susan Mohr  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____	\$ <u>924. -</u>	\$ _____
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#

JUL 25 2017

APPLICANT Susan Mohr NAME OF ORGANIZATION Special Olympics CT  
ADDRESS 266 State St. Suite 1 Hamden CT 06457 TELEPHONE # 203 230 1201 x 239  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Kennedy HS. DATES 3-24-17 ROOM(S) Gymnasium, Cafeteria  
OPENING TIME 7:30AM CLOSING TIME 5:30PM PURPOSE Basketball Tournament  
ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO -  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 80 CHILDREN 0  
SIGNATURE OF APPLICANT Susan Mohr DATE 7-24-17

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

Same as Above

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR SERVICE per cust. (2) (7-24)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE

YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with a Building Permit)

APPLICANT/ORGANIZATION: Special Olympics CT

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Kennedy High School / Cafe, Gym

DATE(S): 3-24-18

TIMES: 7:30 Am - 5:30 pm

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

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

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

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

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

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

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

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

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

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

8-1-17  
Date

Susan Mohr  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

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

\$ 924  
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#

JUL 25 2017

APPLICANT Susan Mohr NAME OF ORGANIZATION Special Olympics CT  
ADDRESS 2676 State St Suite 11 Hamden 06457 TELEPHONE # 203-230-1201 x 239  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Westside DATES 3-24-17 ROOM(S) Gymnasium + Aux. gym  
OPENING TIME 7:30 AM CLOSING TIME 2:30 PM PURPOSE Basketball Tournament  
ADMISSION (if any) None CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 65 CHILDREN 35  
SIGNATURE OF APPLICANT Susan Mohr DATE 7-24-17  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

same as above

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/hr plus 1 hr service per cust. (2) (\$672)

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

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

SECURITY DEPOSIT \$ \_\_\_\_\_

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 697-3452

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

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

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: Special Olympics CT

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Westside Middle School Gym, Aus Gym

DATE(S): 3-24-18

TIMES: 7:30 AM - 2:30 PM

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

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

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

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

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

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

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

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

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

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

8-1-17

Date

Susan Mohr

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# AUG 29 2017

APPLICANT Shenquaye Clements NAME OF ORGANIZATION Willy Knights  
ADDRESS 129 Washington (street) Waterbury (city) CT (state) 06706 (zip code) TELEPHONE # \_\_\_\_\_  
SCHOOL REQUESTED Crosby DATES 10/21/17 ROOM(S) Gym Auditorium  
OPENING TIME 7:00a CLOSING TIME 9:00pm PURPOSE Cheer competition  
ADMISSION (if any) \$12.00 CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 300 CHILDREN 200  
SIGNATURE OF APPLICANT Sclements DATE 8/29/17  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \_\_\_\_\_

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/hr plus 1 hr service per cust

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

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

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

PLEASE READ THE FOLLOWING CAREFULLY

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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.

White-Permittee

Goldenred-School Business Office

Pink-Principal

Blue-Custodian

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



APPLICANT/ORGANIZATION: Wyby Knights

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gym + Auditorium

DATE(S): 10/21/17

TIMES: 7:00am - 9:00pm

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

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

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

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

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

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

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

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

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

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

8/29/17  
Date

Sclementi  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

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

\$ 2520.  
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# AUG 29 2017

*Book*  
APPLICANT Sherryquaye Clements NAME OF ORGANIZATION Wthby Knights  
ADDRESS 129 Washington Wthby CT 06706 TELEPHONE # 203-814-3766  
(street) 2nd JFL (city) (state) (zip code)  
SCHOOL REQUESTED Career DATES 9/16/17 ROOM(S) GYM  
OPENING TIME 1030a CLOSING TIME 200p PURPOSE Cheer Practice  
ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 40  
SIGNATURE OF APPLICANT Sclements DATE 8/29/17  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/Hr plus 1 hr service

(#189)

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.

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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).

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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 School Building Permit)

APPLICANT/ORGANIZATION: Wally Knights

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gym

DATE(S): 9/16/17

TIMES: 1030-2p

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

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

Building Usage Fees

\$ 189.00

Custodial Fees

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

Security Deposit

BOARD USE ONLY

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

ATTEST \_\_\_\_\_

Clerk, Board of Education



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

CONTRACT#

AUG 29 2017

*Book*  
APPLICANT Sheniquya Clements NAME OF ORGANIZATION Wthby Knights  
ADDRESS 129 Washington Wthby CT 06706 TELEPHONE # 203-819-3766  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Career DATES 9/30/17 ROOM(S) GYM  
OPENING TIME 1030a CLOSING TIME 200pm PURPOSE Cheer Practice  
ADMISSION (if any) A CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 40  
SIGNATURE OF APPLICANT Sclements DATE 8/29/17  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \_\_\_\_\_

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (#189)

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.

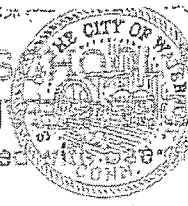
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

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 State Building Permit)



APPLICANT/ORGANIZATION: Wtby Knights

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gym

DATE(S): 9/30/17

TIMES: 1030a-2pm

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

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

\$ 189. ✓  
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

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

CONTRACT#

APPLICANT Ari Reiss NAME OF ORGANIZATION MYH  
ADDRESS 70 Bluebridge Dr Waterbury CT TELEPHONE # 203-573-1801  
(street) (city) (state) (zip code) 06704  
SCHOOL REQUESTED Crosby DATES 8-27/9-10/10-22/10-29/4-15/4-29/5-13/6-10 Gym  
OPENING TIME 5:00 pm CLOSING TIME 6:30 pm PURPOSE exercise and recreation  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 1 CHILDREN 10  
SIGNATURE OF APPLICANT Ari Reiss DATE 8/14/17

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

Ari Reiss, 65 cables Ave Waterbury CT 06710 323-240-3798

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.R. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE

YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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

CONTRACT#

Book  
APPLICANT Ari Reiss NAME OF ORGANIZATION MYH  
ADDRESS 70 Blueridge Dr. Waterbury CT 06704 TELEPHONE # 203-573-1801  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Crosby DATES 11-25/12-09/12-23/1-6/2-3/2-17/3-3 (6YM)  
OPENING TIME 8:30 pm CLOSING TIME 10:00 pm PURPOSE exercise and recreation  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 1 CHILDREN 10  
SIGNATURE OF APPLICANT (Signature) DATE 8/14/17

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

Ari Reiss, 65 cables Ave. Waterbury CT 06710 323-240-3798

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.R. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR SERVICE (\$735.)

RENTAL FEES:

MISCELLANEOUS FEES:

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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: PLUMBING, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

WHEN 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 State Building Permit)

APPLICANT/ORGANIZATION: Mesivta Yesodei Hatorah (MYH)

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: 6YM

DATE(S): 8-27/9-10/10-22/10-29 } 840 TIMES: 5:00 pm - 6:30 pm

DATE(S): 4-5/4-29/5-13/6-10 } TIMES: 5:00 pm - 6:30 pm

DATE(S): 11-25/12-9/12-23/1-6 } 735 TIMES: 8:30 pm - 10:00

DATE(S): 2-3/2-17/3-3 } TIMES: 8:30 pm - 10:00

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

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

8/24/17  
Date

  
Signature

## OFFICE USE ONLY

List total cost of fees being requested to be waived:

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

\$ 1575  
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

AUG 23 2017  
CONTRACT#

*hook*  
APPLICANT Chris Amato NAME OF ORGANIZATION PAL  
ADDRESS 64 Division A Waterbury, CT 06704 TELEPHONE # 203-346-3921  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Wilby DATES Nov. 3, 2017 ROOM(S) Gym  
OPENING TIME noon CLOSING TIME 11 pm PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 400 CHILDREN 500  
SIGNATURE OF APPLICANT [Signature] DATE 8-22-17  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
(same)

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. CA (PLEASE INITIAL).

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust. (4) (\$2,016)

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.

Friday  
Nov. 3<sup>RD</sup>

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 a Building Permit)

APPLICANT/ORGANIZATION: P.A.L

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Wilby Gym

DATE(S): Fri. Nov. 3, 2017

TIMES: NOON - 11 PM

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

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

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

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

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

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

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

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

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

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

8-29-17  
Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

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

\$ 2,016.17  
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#

AUG - 9 2017

*Book*  
APPLICANT Brian Zaccagnini NAME OF ORGANIZATION ST Mary School  
ADDRESS 43 Cole St Waterbury CT 06706 TELEPHONE # 203 206 3063  
(street) (city) (state) (zip code) (Tuesday + Thursday) Gym  
SCHOOL REQUESTED general DATES Oct 23 2017 ROOM(S) March 23 2018  
OPENING TIME 6 CLOSING TIME 9 am PURPOSE Basketball  
ADMISSION (if any) None CHARGE TO BE DEVOTED TO None  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20  
SIGNATURE OF APPLICANT [Signature] DATE 7-25-17

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

Brian Zaccagnini 23 Peach Orchard Rd Waterbury CT 06706 (203) 206-3063

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

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

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

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

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

PLEASE READ THE FOLLOWING CAREFULLY

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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.



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#

AUG - 9 2017

*Book*  
APPLICANT Brian Zaccagnini NAME OF ORGANIZATION ST Mary School  
ADDRESS 43 Cole St Waterbury CT 06706 TELEPHONE # 203 206 3063  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Gilmartin DATES 9-18-2017 ROOM(S) Gym 4-20-2018  
OPENING TIME 8:00 CLOSING TIME 9pm PURPOSE Basketball  
ADMISSION (if any) None CHARGE TO BE DEVOTED TO None  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20  
SIGNATURE OF APPLICANT [Signature] DATE 7/25/17

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

Brian Zaccagnini 23 Peach Orchard Rd Wtby, CT 06706 (203) 206-3063

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. BZ (PLEASE INITIAL)

(Monday, Tuesday, Wednesday and Friday nights)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ 200 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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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).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*Copied - 9pm  
Sept 19th  
Sept 20th  
Sept 21st  
Tuesday  
Friday  
Oct. 2nd to  
April 23rd  
M. Tu. W. F.*

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

AUG 28 2017

CONTRACT#

Neighborhood Housing

APPLICANT Erika Cooper NAME OF ORGANIZATION Services of Wthv  
ADDRESS 161 N. Main St Wthv of 06702 TELEPHONE # 203-753-1896 ext 18  
(street) (city) (state) (zip code) 203-419-8397

SCHOOL REQUESTED Wash DATES 10/2/17 4/30/18 ROOM(S) 4/5 Class Rooms  
Almost Home

OPENING TIME 3pm CLOSING TIME 6:15pm PURPOSE After School Program

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 35

SIGNATURE OF APPLICANT Erika Cooper DATE 8/28/17

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

Erika Cooper

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

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

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.

*Book*

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

AUG 23 2017  
CONTRACT#

501 (c) 3 Organization

APPLICANT Brian Evelich (CEF State Director) NAME OF ORGANIZATION Child Evangelism Fellowship of CT

ADDRESS 1245 Thomaston Avenue, Waterbury CT 06704 TELEPHONE #845-521-8850  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Sprague DATES Starting Sept. 25, 2017  
Mondays through school year ROOM(S) Same room as prior two years

OPENING TIME 2:30 pm CLOSING TIME 4:00 pm PURPOSE CEF Good News Club

ADMISSION (if any) None CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 4-6 CHILDREN Had 29 children enroll last year

SIGNATURE OF APPLICANT Brian Evelich DATE Aug. 23, 2017

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

Sherry Richardson, First Assembly of God Waterbury, 1245 Thomaston Ave, Waterbury, CT 06704 203-598-2641

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

Expressed and no fee for non-profit by Superintendent Ouellette

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION: POLICE DEPT 574-8983 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

*mondays*





14c

Droz

## **Recruitment and Student Placement Coordinator Early Childhood Education Program**

### **General Statement of Duties:**

Coordinates all of the Waterbury Public School Pre-school registrations.

### **Specific Examples of Duties:**

- Answer phones and screen visitors
- Responsible for Pre-K registrations city-wide school applications.
- Collaborate with outside agencies for registration.
- Assign students to classrooms and update lists for the School Readiness Office and Supervisor of Preschool.
- Maintain registration files, teacher and office files.
- Collects data on students for school computer system.
- Responsible for notices and advertising distribution for registration.
- Assists the Transportation Coordinator in setting up bus routes.
- Responsible for all student transfers and forwarding student records to appropriate departments.
- Performs other related duties as required by the immediate supervisor.

### **Job Requirements/Minimum Qualifications:**

#### **Required:**

- High School diploma
- 3-5 years experience working in a diverse, urban community.
- Must be familiar with recruitment procedures.
- Knowledge of various computer software, specifically Microsoft Word and Excel.
- Excellent communications and interpersonal skills.
- Must be proficient in the maintenance of vital clerical records;
- Able to work effectively with staff, parents and the community.

#### **Preferred:**

- The ability to communicate in Spanish.
- Experience working with the Waterbury community.

**Work Year/Hours of Work:** 12 month position, 35 hours per week.

**Salary:** \$17.58 - \$19.78 per hour, depending upon experience.

**Benefits:** Follows the SEIU-Clerical and Technical Union, #69 agreement.  
This is a grant funded, non-union position that exists as long as grant funds are available.



**Application Process:** Applications must be submitted electronically under the Office:  
Professional & Clerical tab at: <http://www.applitrack.com/waterbury/onlineapp/default.aspx>.

**Closing Date:** Tuesday, July 25, 2017

# **Mrs. Karen Droz**

224 Oakville Avenue

Apt. Number: B

Waterbury, CT 06708

karen@drozworkz.com - (203) 841-9670

## **Contents:**

---

1. Online Application
2. Attachment: Cover Letter or Letter of Intent
3. Attachment: Resume

Prepared for: Anne Phelan  
Waterbury Public Schools  
Jul 27, 2017 11:00 AM

## Waterbury Public Schools Online Application

Droz, Karen - AppNo: 11186

Date Submitted: 7/24/2017

### Personal Data

Name: Mrs. Karen Droz  
(Title) (First) (Middle Initial) (Last)  
Other name(s) under which transcripts, certificates, and former applications may be listed:  
Other: (Title) (First) (Middle Initial) (Last)  
Email Address: karen@drozworkz.com

### Postal Address

Permanent Address	Present Address
Number & Street: 224 Oakville Avenue	Number & Street:
Apt. Number: B	Apt. Number:
City: Waterbury	City:
State/Province: CT	State/Province:
Zip/Postal Code: 06708	Zip/Postal Code:
Country: United States of America	Country:
Daytime Phone: (203) 841-9670	Phone Number:
Home/Cell Phone: (203) 841-9670	

### Employment Desired

Closed Vacancy Desired:

JobID: 968 Office: Professional & Clerical: Recruitment & Student Placement  
Coordinator at Early Childhood Education Center

Date Last  
Submitted  
7/24/2017

Experience in  
Similar Positions  
20 years

### Experience

Please list ALL relevant work experience  
beginning with the most recent.

Current or Most Recent Position		Employer Contact Information		Supervisor/Reference Contact Information	
City of New Haven Bi-lingual Outreach Worker		200 Orange Street Waterbury, CT 06510 203=946-8252		LaRonda Winfrey 203-988-6830 lwinfrey116@gmail.com	
Date From - Date To:	07/2010 - 06/2017	Full or Part Time:	Full <input type="checkbox"/>	Last Annual Salary:	37,900
Reason for Leaving:	lay off lack of funding				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	I provided home visiting, parenting, case management and coordination with community agencies, Connected client to prenatal and health insurance services				

## Waterbury Public Schools Online Application

Droz, Karen - AppNo: 11186

Date Submitted: 7/24/2017

### Experience Continued

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
City of New Haven Processing Clerk		165 Church Street New Haven, CT 06510 203-946-7931		Anna Winn	
Date From - Date To:	06/2009 - 06/2010	Full or Part Time:	Full <input type="checkbox"/>	Last Annual Salary:	37,900
Reason for Leaving:	lay-off lack of funding				
May we contact this employer?	No				
Responsibilities/Accomplishments at this Position	processing Resident ID card, submitting financial report, cashing out the day.				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
New Haven Board of Education Head Start Program Assistant Parent Involvement Coordinator		81 Olive Street New Haven, CT 06511 203-946-8679		Augustine (Tina) Hunter 203-848-5631	
Date From - Date To:	11/1995 - 09/2008	Full or Part Time:	Full <input type="checkbox"/>	Last Annual Salary:	35,000
Reason for Leaving:	position eliminated				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	I was responsible for arranging all board, parent meetings and trainings. Create flyers, keep minutes and agendas. Report all volunteer hours and advocate for parents as needed.				

### Education

Please tell us about your educational background beginning with the most recent.

High School Attended:           Adult Education, New Haven CT  
 Graduation Status:           GED or equivalent

#### Colleges, Universities and Technical Schools Attended:

Name and location	Dates Attended: From - To	Major area of study and number of semester hours	Minor area of study and number of semester hours	Degree	Date Conferred or Expected
CT - Connecticut College	09/2014 09/2016	Social Worker Hrs: 55.20	Hrs:	Associate	05/2021
CT - Connecticut College	09/1992 05/1995	Businesss Administration Hrs: 66	Hrs:	Associate	05/1995



## Waterbury Public Schools Online Application

Droz, Karen - AppNo: 11186

Date Submitted: 7/24/2017

### Education Continued

	<b>Undergraduate</b>	<b>Graduate</b>
Overall GPA	3.6/4	/4
Major GPA	3.6/4	/4
<b>Highest Degree Attained</b>	<b>Number of graduate hours beyond your highest degree:</b>	<b>Grad Program Of Study</b>
Associates		

List honors, awards or distinctions you have earned:

### Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Please explain how your past personal and professional experience make you a quality candidate for the position for which you are applying.

As you can see in my application, my professional experiences working with families and children ranges from an educational setting to and community health setting. I have the ability to assess families needs and connected them with the program goals and mission. I have great customer service skills and the ability to work with in the community we serve. I am also working on a second Associate Degree in support of my work experience.

### Language Skills

Do you know any language other than English? Yes

Language(s): Spanish  
Oral Level: Literate  
Written Level: Literate

### Professional References

	Reference 1 of 3	Reference 2 of 3
Name:	Nydia Roldan	LaRonda Winfrey
School/Org:	New Haven Health Department	New Haven Health Dept
Current Position:	Outreach worker	
Home Phone:		
Cell Phone:	203-668-6497	203-988-6830
Work Phone:		
Mailing Address:		
Email:	Haydee073@yahoo.cm	lwinfrey116@gmail.com
Relationship to Candidate:	co worker	past supervisor
Years Known:	9	7

## Waterbury Public Schools Online Application

Droz, Karen - AppNo: 11186

Date Submitted: 7/24/2017

### Referrals

How did you hear about employment with us?

www.K12JobSpot.com

### Qualifications

Please list any additional experience or qualifications you have for consideration of this position.

### Disclosures

#### Contract Status

\* Are you currently under contract?

No

If Yes, which district?

If Yes, when does it expire?

When may your present employer be contacted?

#### Professional Status

\* Have you obtained tenure status in any other School District?

No

If Yes, where?

New Haven

If Yes, when?

\* Have you ever been denied tenure?

No

If Yes, explain:

\* Have you ever had a teaching certificate or teaching license revoked or suspended?

No

If Yes, explain:

\* Have you ever failed to be rehired, been asked to resign a position, resigned to avoid termination, or terminated from employment?

No

If Yes, explain:

\* Are you a relative of any board member, administrator, or supervisor who is currently serving the School District?

No

Name:

Position:

## Waterbury Public Schools Online Application

Droz, Karen - AppNo: 11186

Date Submitted: 7/24/2017

### Disclosures continued

Relationship:

\* Can you perform all the essential job function(s) of the position(s) for which you are applying, with or without reasonable accommodation?

Yes

List any accommodations:

### Retiree Status

Connecticut law places certain restrictions on the employment of individuals who are collecting benefits from the State Teachers Retirement System.

If you are currently collecting such benefits, or have applied for such benefits, please indicate here:

-

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse. Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your agreement with this form is your consent to the drug test.

\* I agree

Yes

### Legal Information

Please note: Applicants are not obligated to disclose sealed or expunged records.

\* Are you eligible to work in the United States?

Yes

\* Have you ever had any indicated finding of child abuse filed in your name?

No

If yes, explain, giving dates:

\* Does your name appear on any Sex Offender Database in any state or country?

No

### Equal Opportunity Employer

Waterbury Public Schools is an Equal Opportunity Employer. Waterbury Public Schools ensures equal employment opportunities regardless of race, creed, gender, color, national origin, religion, age, sexual orientation or disability. Waterbury Public Schools has a policy of active recruitment of qualified minority teachers and non-certified employees. Any individual needing assistance in making application for any opening should contact the Department of Human Resources.

## Waterbury Public Schools Online Application

Droz, Karen - AppNo: 11186

Date Submitted: 7/24/2017

### Applicant's Acknowledgment and Agreement

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

I, Karen Droz, agree to all of the terms above.

☒ I agree





**WATERBURY**  
**Public Schools**  
*Today's Students, Tomorrow's Leaders*

14c.  
Therriault

### **Network Specialist**

**General Statement of Duties:** The Network Specialist, working under the direction of management personnel within the Information Technology Central Office (ITCO), works with the staff and administration of the Title I schools to maximize the use of technology to enhance educational outcomes.

### **Specific Examples of Duties: (Not limited to duties listed below)**

- Installs, configures, operates and maintains local area and wide area networks.
- Reviews and evaluates software and makes recommendations for purchase.
- Provides in-service training for staff on various software and network programs and equipment.
- Troubleshoots computers, printers, hardware and all other related peripherals.
- Performs other duties as assigned by the principal or ITCO management personnel.

### **Qualifications:**

- An Associate's Degree from an accredited college or university in Computer Science, Data Processing, Electronic Engineering Technology, Computer Technology or prior school network troubleshooting and staff development experience.
- Two (2) years of experience in troubleshooting computer equipment and various peripherals.
- Effective skills working with children and adults
- Strong work ethic
- Good management skills.

**Work Year/Hours of Work:** School Year, 35 hours per week.

**Salary/Benefits:** \$19.00 per hour. Benefits are governed by the UPSEU, Unit #69 collective bargaining agreement. This position is part of the UPSEU Unit #69 bargaining unit.

**Note:** This is a grant funded position that exists as long as funds are available.

### **APPLICATION PROCESS:**

Applications must be submitted for this position electronically under the Technology tab at:  
<http://www.applitrack.com/waterbury/onlineapp/default.aspx>

**A copy of diploma or transcripts indicating degree or graduation and three references will be required before appointment.**

**Closing Date:** Friday, February 17, 2017

An Equal Opportunity Employer- M/F/H/V

# Mr. Jeffrey E Theriault

104 Melbourne Terrace

Waterbury, CT 06704

jetheriault@gmail.com - (203) 5780244

## Contents:

1. Online Application
2. Attachment: Cover Letter
3. Attachment: Resume

Prepared for: Anne Phelan  
Waterbury Public Schools  
Mar 29, 2017 8:10 AM

## Waterbury Public Schools Online Application

Theriault, Jeffrey - AppNo: 10189

Date Submitted: 2/15/2017

### Personal Data

**Name:** Mr. Jeffrey E Theriault  
(Title) (First) (Middle Initial) (Last)  
Other name(s) under which transcripts, certificates, and former applications may be listed:  
**Other:** (Title) (First) (Middle Initial) (Last)  
**Email Address:** jetheriault@gmail.com

### Postal Address

Permanent Address		Present Address
Number & Street:	104 Melbourne Terrace	Number & Street:
Apt. Number:		Apt. Number:
City:	Waterbury	City:
State/Province:	CT	State/Province:
Zip/Postal Code:	06704	Zip/Postal Code:
Country:	United States of America	Country:
Daytime Phone:	(203) 5780244	Phone Number:
Home/Cell Phone:	(203) 5780244	

### Employment Desired

<b>Closed Vacancy Desired:</b>	<b>Date Last Submitted</b>	<b>Experience in Similar Positions</b>
JobID: 916      Technology: Network Specialist	2/15/2017	9 years

### Experience

Please list ALL relevant work experience beginning with the most recent.

Current or Most Recent Position		Employer Contact Information		Supervisor/Reference Contact Information	
CT Tech Services, LLC Senior Technology Specialist		246 Wolcott Rd. Wolcott, CT 06716 2037047478		David Grant 2035656578 ctwebfactory@gmail.com	
<b>Date From - Date To:</b>	12/2011 - 08/2016	<b>Full or Part Time:</b>	Full	<b>Last Annual Salary:</b>	
<b>Reason for Leaving:</b>	Laidoff				
<b>May we contact this employer?</b>	Yes				
<b>Responsibilities/Accomplishments at this Position</b>	¢ Setup and maintain client IT infrastructure and network ¢ Meet and work with clients for IT consulting and online presence management ¢ Provide remote and onsite IT support ¢ Solve IT issues for small and mid-size businesses				

## Waterbury Public Schools Online Application

Therault, Jeffrey - AppNo: 10189

Date Submitted: 2/15/2017

### Experience Continued

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
B&N Package Store Assistant Manager		1308 East Main St Waterbury, CT 06705 (203) 753-7478		Patrick Reardon 2032179913 patrickjreardon@gmail.com	
Date From - Date To:	06/2016 - 08/2016	Full or Part Time:	Part	Last Annual Salary:	
Reason for Leaving:	Store Sold				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	<ul style="list-style-type: none"> <li>¢ Manage inventory and ordering merchandise</li> <li>¢ Work and maintain the Point of Sale system</li> <li>¢ Handle various customer requests and needs</li> <li>¢ Handle and manage the money on a daily basis</li> </ul>				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Overseas Ministries Study Center Computer Systems Assistant		490 Prospect Street New Haven, CT 06511 (203) 624-6672		Rev. Daniel Nicholas (203) 624-6672 nicholas@omsc.org	
Date From - Date To:	04/2007 - 07/2012	Full or Part Time:	Part	Last Annual Salary:	
Reason for Leaving:	Found Full Time Employment				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	<ul style="list-style-type: none"> <li>¢ Maintain and update network</li> <li>¢ Assist international students with computer problems</li> <li>¢ Handle staff and administrative computer problems</li> <li>¢ Create and assist in the development and maintenance of websites and databases</li> </ul>				

### Education

Please tell us about your educational background beginning with the most recent.

High School Attended: Sacred Heart High School

Graduation Status: H.S. Diploma

### Colleges, Universities and Technical Schools Attended:

Name and location	Dates Attended: From - To	Major area of study and number of semester hours	Minor area of study and number of semester hours	Degree	Date Conferred or Expected
CT - Central Connecticut State University	09/2009 12/2011	Communication Hrs:	Public Relations Hrs:	Masters Of Science	12/2011



## Waterbury Public Schools Online Application

Therault, Jeffrey - AppNo: 10189

Date Submitted: 2/15/2017

Name and location	Dates Attended: From - To	Major area of study and number of semester hours	Minor area of study and number of semester hours	Degree	Date Conferred or Expected
CT - Albertus Magnus College	09/2005 05/2009	Communications Hrs:	Computer Information Systems Hrs:	Bachelor Of Arts	05/2009

	<b>Undergraduate</b>	<b>Graduate</b>
<b>Overall GPA</b>	3.5/4	3.2/4
<b>Major GPA</b>	3.7/4	3.2/4
<b>Highest Degree Attained</b>	<b>Number of graduate hours beyond your highest degree:</b>	<b>Grad Program Of Study</b>

MA/MS/etc.

List honors, awards or distinctions you have earned:

### Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Please explain how your past personal and professional experience make you a quality candidate for the position for which you are applying.

To Whom It May Concern:

I am sending this letter and resume in response to the Network Technician position. I found the opening through an email that you sent. After reading through the job description, I feel that I am well suited for this position.

I graduated from Albertus Magnus College in 2009 and I graduated Central Connecticut State University in 2011. I was recently employed by CT Tech Services where I worked with a number of small to medium sized businesses providing technical support. I also worked in higher education at the Overseas Ministries Study Center (OMSC) at the Yale Divinity School. At OMSC, I have become accustomed to how to provide technical support to employees and residents alike. I feel that my experience at CT Tech Services and OMSC would translate well to this position.

Holding the position of Computer Systems Assistant at OMSC has not only helped me gain experience in an administrative office environment, but taught me how to interact successfully with the administration as well as the adult and international students that are housed at OMSC. I have been fortunate enough to work with students and scholars from all over the world. Additionally, the technological environment that CT Tech Services has requires me to stay on top of the latest technologies. I am a quick learner and I am comfortable learning new skills in a limited time frame. I am often left to work with limited supervision and held responsible for completing the work that arises during the day. On occasion, I have been asked to help train staff and students on how to use various technologies.

I hope you find that by combining my work experience and education that I am well qualified candidate for this position. Please feel free to contact me by phone: (203) 578-0244 or email: jetherault@gmail.com. Thank you for taking the time to review my application and I look forward to hearing from you.

Regards,

Jeffrey Therault

## Waterbury Public Schools Online Application

Theriault, Jeffrey - AppNo: 10189

Date Submitted: 2/15/2017

### Language Skills

Do you know any language other than English? No

### Professional References

	Reference 1 of 3	Reference 2 of 3
Name:	Joseph Ball	Patrick Reardon
School/Org:		B&N Package Store
Current Position:		Manager
Home Phone:	2035890085	
Cell Phone:	2035890085	203.217.9913
Work Phone:		
Mailing Address:	42 Featherbed Lane Branford, CT 06405	330 Oak Drive Watertown, CT 06787
Email:	jballdesign@gmail.com	patrickjreardon@gmail.com
Relationship to Candidate:	Former Coworker <i>+ mgr</i>	Former Supervisor
Years Known:	7	5

	Reference 3 of 3	
Name:	Jennifer Scully	
School/Org:	Scully Travel	
Current Position:	Owner	
Home Phone:		
Cell Phone:		
Work Phone:	203.879.2593	
Mailing Address:	580 Wolcott Rd. Wolcott, CT 06716	
Email:	scullytravel@aol.com	
Relationship to Candidate:	Client	
Years Known:	7	

### Referrals

How did you hear about employment with us?

District Employee

### Additional Information

Sara Lestage

## Waterbury Public Schools Online Application

Theriault, Jeffrey - AppNo: 10189

Date Submitted: 2/15/2017

### Disclosures

#### Contract Status

- \* Are you currently under contract?  
If Yes, which district?  
If Yes, when does it expire?  
When may your present employer be contacted?

No

#### Professional Status

- \* Have you obtained tenure status in any other School District?  
If Yes, where?  
If Yes, when?
- \* Have you ever been denied tenure?

No

No

If Yes, explain:

- \* Have you ever had a teaching certificate or teaching license revoked or suspended?

No

If Yes, explain:

- \* Have you ever failed to be rehired, been asked to resign a position, resigned to avoid termination, or terminated from employment?

Yes

If Yes, explain:

Laidoff

- \* Are you a relative of any board member, administrator, or supervisor who is currently serving the School District?

Yes

Name:

John Theriault

Position:

Board of Education

Relationship:

Nephew Uncle

- \* Can you perform all the essential job function(s) of the position(s) for which you are applying, with or without reasonable accommodation?

Yes

List any accommodations:

#### Retiree Status

Connecticut law places certain restrictions on the employment of individuals who are collecting benefits from the State Teachers Retirement System.

If you are currently collecting such benefits, or have applied for such benefits, please indicate here:

-



## Waterbury Public Schools Online Application

Therault, Jeffrey - AppNo: 10189

Date Submitted: 2/15/2017

### Disclosures continued

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse. Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your agreement with this form is your consent to the drug test.

\* I agree

Yes

### Legal Information

Please note: Applicants are not obligated to disclose sealed or expunged records.

\* Are you eligible to work in the United States?

Yes

\* Have you ever had any indicated finding of child abuse filed in your name?

No

If yes, explain, giving dates:

\* Does your name appear on any Sex Offender Database in any state or country?

No

### Equal Opportunity Employer

Waterbury Public Schools is an Equal Opportunity Employer. Waterbury Public Schools ensures equal employment opportunities regardless of race, creed, gender, color, national origin, religion, age, sexual orientation or disability. Waterbury Public Schools has a policy of active recruitment of qualified minority teachers and non-certified employees. Any individual needing assistance in making application for any opening should contact the Department of Human Resources.

### Applicant's Acknowledgment and Agreement

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

I, Jeffrey Therault, agree to all of the terms above.

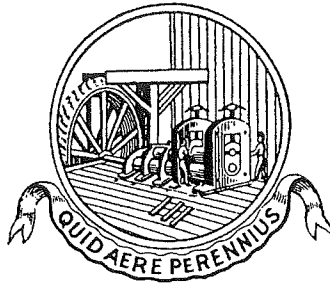
☒ I agree



# Communications



Packet week ending: 8/29/17



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2017

Irene Vitvitsky  
99 Midfield Dr., Apt. 9  
Waterbury, CT 06705

Dear Ms. Vitvitsky:

Your name is being certified to the Department of Education – Food Service for the position of Food Service Worker (Req. #2017603) at \$13.64 per hour.

Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

Your official start date is August 28, 2017.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist

CSF/sd

cc: Board of Education  
Linda Franzese, Food Service Director  
Dr. Ouellette, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

July 31, 2017

Julie Geary  
119 Tarbell Ave.  
Oakville, CT 06779

Dear Ms. Geary:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017383) 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, August 17, 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 August 25, 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  
Dr. Ouellette, 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

July 31, 2017

Elizabeth Burgos  
13 Houston St.  
Waterbury, CT 06704

Dear Ms. Burgos:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017390) 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, August 17, 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 August 25, 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  
Dr. Ouellette, 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

July 31, 2017

Gerardo Alvarez  
242 Lakeview Ave.  
Waterbury, CT 06705

Dear Mr. Alvarez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017444) 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, August 17, 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 August 25, 2017 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 1, 2017

Jennifer DeJesus  
28 Stoneleigh Rd.  
Watertown, CT 06795

Dear Ms. DeJesus:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017686) 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, August 3, 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 August 25, 2017 at your regular scheduled time.

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

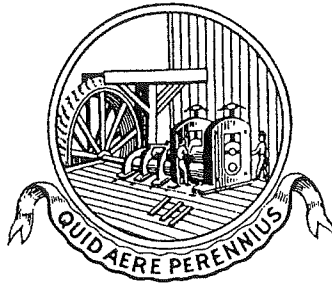
*Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.*

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 1, 2017

Rudian Bardhollari  
1385 Highland Ave., 10B  
Waterbury, CT 06708

Dear Mr. Bardhollari:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017158) 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, August 3, 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 August 25, 2017 at your regular scheduled time.

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

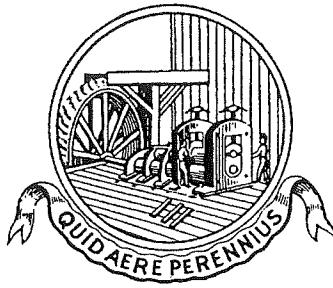
***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 3, 2017

**REVISED**

Janice Roach  
118 Appleton St.  
Waterbury, CT 06704

Dear Ms. Roach:

We are pleased to receive your acceptance of our offer of employment for the position of Lunch Aide – Sprague Elementary School for the Department of Education – Food Service (Requisition #2017265) 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, August 3, 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 August 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.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

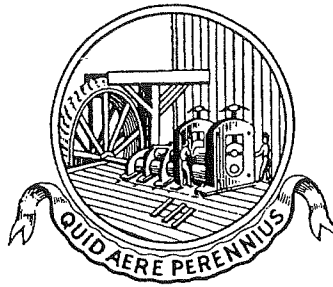
Sincerely,

  
Carlyne St. Felix  
Human Resources Generalist

CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 3, 2017

**REVISED**

Sarah Alfredson  
50 Pierpont Rd.  
Waterbury, CT 06705

Dear Ms. Alfredson:

We are pleased to receive your acceptance of our offer of employment for the position of Lunch Aide – Generali Elementary School for the Department of Education – Food Service (Requisition #2017111) 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, August 3, 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 August 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.

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

We look forward to working with you.

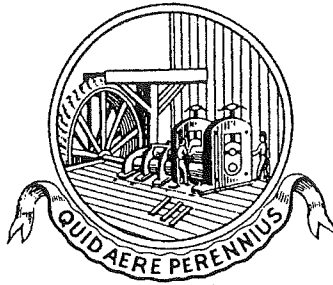
Again, welcome to the City of Waterbury.

Sincerely,

  
Carlyne St. Felix  
Human Resources Generalist

CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 3, 2017

**REVISED**

Aisha Williams  
255 N. Main St., Apt. 202  
Waterbury, CT 06702

Dear Ms. Williams:

We are pleased to receive your acceptance of our offer of employment for the position of Lunch Aide – Waterbury Arts Magnet School for the Department of Education – Food Service (Requisition #2017387) 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, August 3, 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 August 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.

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

We look forward to working with you.

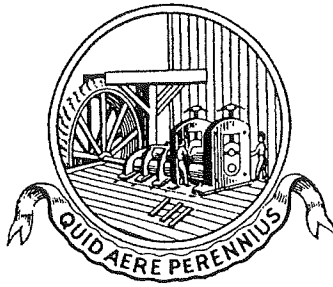
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist

CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 3, 2017

**REVISED**

Arellys Cruz Velzaquez  
354 Long Hill Rd., Apt. 2K  
Waterbury, CT 06704

Dear Ms. Cruz Velzaquez:

We are pleased to receive your acceptance of our offer of employment for the position of Lunch Aide – Driggs Elementary School for the Department of Education – Food Service (Requisition #2017425) 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, August 3, 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 August 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.

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

We look forward to working with you.

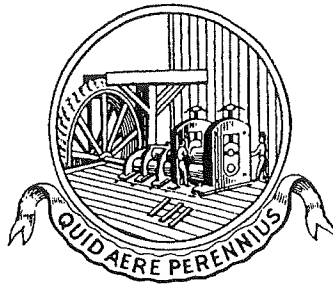
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist

CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 3, 2017

Sarah Alfredson  
50 Pierpont Rd.  
Waterbury, CT 06705

Dear Ms. Alfredson:

We are pleased to receive your acceptance of our offer of employment for the position of Lunch Aide – Generali Elementary School for the Department of Education – Food Service (Requisition #2017111) at 10.10 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, August 3, 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 August 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. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. You cannot start work without providing us these documents.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist

CSF/sd

cc: Board of Education  
Dr. Ouellette, Supt. of Schools  
Linda Franzese, Food Serv. Director



## Carrie Swain

---

**From:** Theresa DeMars <CABE@embrams-mail.com>  
**Sent:** Friday, August 04, 2017 7:01 AM  
**To:** Carrie Swain  
**Subject:** CABE Policy Highlights 8-4-2017  
**Attachments:** August 4 2017.pdf



Hello,

Attached you will find *CABE's Policy Highlights Publication* for **August 4, 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

August 4, 2017

Volume 17 – Issue #3

**Schools Rethinking Class Rankings:** The National Association of Secondary School Principals (NASSP) indicates that about half of schools no longer report class rank. The graduation-day tradition of crowning a valedictorian is becoming a thing of the past at many high schools across the country. Some states, such as Tennessee, have adopted new ways of designating top performers. Over the last decade the ranking of students from no.1 on down based on grade point averages has been declining.

According to NASSP spokesman Bob Farrace, “Administrators worry about the college prospects of students separated by large differences in class rank despite small differences in their GPAs, and view rankings as obsolete in an era of high expectations for every student.” Meanwhile, “There are also concerns about intense, potentially unhealthy competition and students letting worries about rank drive their course selections.”

Some districts considering a change from this practice are considering the replacement of valedictorian-salutatorian recognitions with the college-style Latin honors of summa cum laude, magna-cum laude and cum laude. However, among school districts and high school students the issue continues to raise controversy.

Rankings still play an important part in aspects of the college admission process. Scholarships are awarded for the top-ranked students and the number of top students at colleges is a factor considered in the ranking of colleges. Class ranks are also credited with improving diversity at the University of Texas where a law guarantees that a school’s top ten percent must be accepted into a public university.

Currently, colleges are adjusting to the increasing number of applications from high-school students without a class rank indicated. However, many applications still request this information, if available. Melanie Gottlieb, Deputy Director of the American Association of Collegiate Registrars and Admission Officers indicated that a student’s individual grades and the rigor of the curriculum they chose tend to weigh more heavily. “More and more schools are moving toward a more holistic process. They look deeper into the transcript,” Gottlieb said.

The Elmwood School district in Wisconsin only ranks the valedictorian and salutatorian and only because the state awards scholarships to the top two graduates in the state’s high schools. The Rutherford County schools in Tennessee uses the practice of awarding the title of valedictorian to every student who meets requirements that include a 4.0 grade-point average and at least 12 honors courses. In one school, over forty students achieved the honor. In Maryland, the Howard County district recognizes only the top five percent so students can include it on college applications.

Source: "The end of the valedictorian? Schools rethink class rankings," by Carolyn Thompson, Associated Press, *Star Tribune*, June 15, 2017.

**Policy Implications:** C.G.S. 10-220g (Policy on weighted grading for honors and advanced placement classes.) requires boards of education to establish a written policy concerning weighted grading for honors and advanced placement classes. "The policy shall provide that parents and students are advised whether a grade in an honors class or an advanced placement class is or is not given added weight for purposes of calculating grade point average and determining class rank."

Policy #6146.1, "Grading/Assessment Systems," pertains to this topic. Some districts cover this requirement in policy #6146.11, "Grade Weighting/Class Ranking."

**Data Indicates Increase in Suicidal Thoughts and Actions:** The percentage of children ages 5 to 17 hospitalized for suicidal thoughts or actions more than doubled from 2008 to 2015 according to data presented this spring at the 2017 Pediatric Societies meeting.

The study looked at data on suicidal or self-harm diagnoses from 32 children's hospitals across the country. Researchers found 118,363 instances of such actions. Fifty percent of the incidents involved 15 to 17 year-olds. Twelve to 14 year-olds accounted for 37 percent of the incidents and 5 to 11 year-olds accounted for 13 percent.

The research also revealed a sharp increase in these incidents with the beginning and ending of the school year, with a respite during the summer. The study was unclear as to what is responsible for the rise, indicating a need for research to understand the factors contributing to the alarming trend.

Avital Cohen, an Atlanta-based psychologist, believes that it may have to do with greater stress placed on children today and the rise in social media, including cyber-bullying. She indicated, "Our expectations of children have changed pretty significantly in the last several decades."

The research did not look at completed suicides, which was the second leading cause of death for people between the ages of 10 and 24, according to the Centers for Disease Control and Prevention (CDC). The CDC has indicated that the rate of suicide deaths among children between the ages of 10 and 14 has doubled since 2007. This age group consists of students in middle school.

Some are of the opinion that self-harming behavior among teenagers is on the rise due to Netflix's original series "13 Reasons Why" based on the bestselling YA novel by Jay Asher. The show centers around the fictional suicide of a 17 year old, who left behind several cassette tapes which lay blame for her death on various actions or inactions by different students. The series includes a graphic depiction of suicide. Bethonie Butler of the *Washington Post* reported, "Experts advise against sensational headlines of describing a suicide in graphic detail, which studies have shown can lead to suicide contagion, or 'copycat' suicides."

Dan Reidenberg, Executive Director of Suicide Awareness Voices of Education stated, "Young people are not that great at separating fiction from reality. That gets even harder to do when you're struggling with thoughts."

Source: "Percentage of teens and young children hospitalized for suicidal thoughts doubled from 2008 to 2015, study finds," by Travis M. Andrews, *The Washington Post*, May 8, 2017.

**Policy Implications:** C.G.S. 10-221(e) requires boards of education to adopt a written policy and procedures (administrative regulation) for dealing with youth suicide prevention and youth suicide attempts. The statute further indicates that a board of education “may establish a student assistance program to identify risk factors for youth suicide, procedures to intervene with such youths, referral services and training for teachers and other school professionals and students who provide assistance in the program.”

Policy #5141.5, “Youth Suicide Prevention and Youth Suicide Attempts,” and its accompanying administrative regulation pertains to this topic. Keep in mind that law requires the adoption of both a policy and an administrative regulation on this issue.

**An ESSA Update: ED Delays Start Of ESSA Financial Transparency Requirement:** The U.S. Education Department has pushed back the compliance date of new financial transparency requirements in the Every Student Succeeds Act (ESSA) for states and districts an extra year. The law initially called “for states to report per-pupil expenditures for all their schools on school report cards for the first time beginning in the 2017-18 school year.” Because superintendents and state leaders warned about the difficulty “of providing that sort of detailed data on such a tight timeline,” the Education Department “is giving states until the 2018-19 school year to begin putting the per-pupil expenditure information on their report cards.” Civil rights advocates originally praised ESSA for its transparency around per-pupil spending, but were “not pleased with the new flexibility offered by the feds.”

Jason Botel, who is serving as the acting assistant secretary for elementary and secondary education, told state chiefs in a June 28 letter that, if they’re ready to start including the information sooner, they should go ahead and do so in the 2017-18 school year. States that aren’t should instead use their report cards to explain how they plan to meet the requirement next year, Botel said.

Source: “Trump Ed. Dept. Gives States, Districts Extra Time on ESSA Financial Transparency Requirement,” by Alyson Klein, *Ed. Week*, June 29, 2017.

**Connecticut SDE Resubmits ESSA Plan:** All states are required to submit to the federal Department of Education a school accountability plan under the federal Every Student Succeeds Act (ESSA). ESSA replaces the No Child Left Behind legislation which established a national standard for school accountability. Connecticut submitted its required plan in April. Federal officials, after reviewing Connecticut’s plan, indicated that some areas required clarification. The clarifications pertained to needed transparency in the method to be used in grading schools and the percentage of students performing at grade level. The federal reviewers indicated that “Connecticut must base the academic indicator on grade-level proficiency on state-assessments.” State officials made some changes to the original plan to accommodate some of the concerns and also clarified some of its components in discussions held with federal officials. The plan has been resubmitted to the Department of Education. A reply is expected around mid-August.

**Policy Implications:** We will continue to monitor this and determine, upon ultimate approval of the plan, the policy implications for local districts.



## Carrie Swain

---

**From:** JOHN THERIAULT <john.theriault@snet.net>  
**Sent:** Friday, August 04, 2017 2:36 PM  
**To:** Carrie Swain; JOHN THERIAULT  
**Subject:** Corporation Council Legal Opinion

Carrie,

Regarding last night's BOE meeting August 3, 2017. President Brown informed the BOE that she contacted the Corporation Council regarding the letter I wrote over Chuck Pagano voluntary assignment as an **Executive Advisor** in central office. I believe that she may have exceeded her authority in seeking the opinion of the Corporation Council, because it is stated in our Bylaws or rules, that the **BOE must vote to get a legal opinion from the Corporation Council**, no such vote was ever take. The topic was dismissed with little or no explanation. President Brown took the initiative, on her own, to request the legal opinion, without a vote from the BOE as required. She also stated that she would supply a **written reply** from the Corporation Council regarding their opinion on the voluntary **Executive Advisory Consultant**, as outline in the original letter.

I would respectfully request that this matter be present to the BOE at the next formal meeting, and if there is a motion and a second, that this matter be discussed on the floor of the BOE. I would also request that each question presented in the original letter be discussed and answered in detail, and a vote be taken regarding the request for formal legal opinion from the Corporation Council.

We act as **"Whole of the BOE"**, and "no one member has any more power than the other", including the President of the BOE. Her only additional power is a chair in running the BOE meetings.

Please add this e-mail to formal correspondence to BOE.

Please sent this e-mail to the President of the BOE

Thank You,

John E. Theriault  
Commissioner, BOE

## Carrie Swain

---

**From:** MARGARET CAIAZZO  
**Sent:** Thursday, August 17, 2017 3:13 PM  
**To:** 1 Board of Ed; Kathleen Ouellette; KEVIN EGAN; Karen Rainville; AMY SIMMS; MARISA A BLAKESLEE; MARIE KLEIN; MICHAEL THERIAULT; Darren Schwartz  
**Attachments:** August 17, 2017.docx

Dear Liz,

I was at the open house on Wednesday at the Early Childhood Center, hoping to see you and come to a compromise about my concerns. I guess there is no compromise. I will be teaching 3 and 4 year olds, with 2 and 2 and 2 and a half hour sessions. Thank you. I am the only one who is thinking of our students while everyone else sees dollar signs. Someone very wise once said to me, "a decision made with the students first and foremost in mind is never a bad decision." With the students in mind I have been given the challenge of teaching 3 and 4 year olds, 2 curriculums, PELI 3 and 4, plus recently added the Speed Dial, 2 different progress reports, 2 different schedules (one for the am and one for the pm), going from a full day 4 year old program to a 2 session 3 and 4 year old program, and keeping in mind the daily minute to minute needs of these 2 different developmentally different age groups, and you think this is a decision that you made with the students' needs first and foremost? I have seen what a full day program can do for 4 year olds. I have seen what they can accomplish. I have heard from Kindergarten teachers their accomplishments in Kindergarten. Do you really believe that a 2 ½ program with 3 year olds in the mix can achieve this for preparing our four year old students for Kindergarten? I am not pleased with this because it's all about what grant brings in the most money, but because I love my students, I will give my 200% to every one of them, more than I can say for our Board, Central Office, and whoever is responsible for these decisions. Shame on you all!

Margaret Caiazzo



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission  
August 7, 2017

Manuel Quinones  
30 Framingham Dr., Apt. 2D  
Waterbury, CT 06705

Dear Mr. Quinones:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #2017313) at \$14.91 per hour. Please contact Shannon Sullivan, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

**You are required to attend a Departmental Training Session at Kennedy High School, 422 Highland Avenue in Waterbury on Tuesday, August 15, 2017 @ 2p.m. This training will take approximately 3 hours.**

We have scheduled your orientation for Thursday, August 17, 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 August 18, 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 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

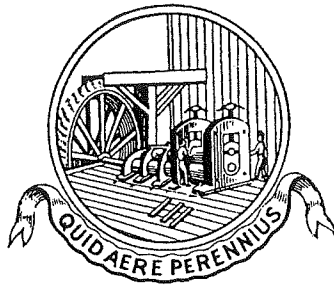
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc Board of Education  
Dr. Ouellette, Supt. of Schools





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission  
August 7, 2017

Dennis Bell  
2 Colley St.  
Waterbury, CT 06708

Dear Mr. Bell:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #2017434) at \$14.91 per hour. Please contact Shannon Sullivan, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

**You are required to attend a Departmental Training Session at Kennedy High School, 422 Highland Avenue in Waterbury on Tuesday, August 15, 2017 @ 2p.m. This training will take approximately 3 hours.**

We have scheduled your orientation for Thursday, August 17, 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 August 18, 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 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.*

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc Board of Education  
Dr. Ouellette, Supt. of Schools  
Shannon Sullivan, Schl Insp



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

August 8, 2017

Christine Rossi  
185 Long Swamp Rd.  
Wolcott, CT 06716

Dear Ms. Rossi

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017528) 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, August 17, 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 August 25, 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  
Dr. Ouellette, 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

August 8, 2017

Joseph Rinaldi  
1229 Winsted Rd., Unit 83  
Torrington, CT 06790

Dear Mr. Rinaldi:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017516) 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, August 17, 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 August 25, 2017 at your regular scheduled time.

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

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 8, 2017

Prosenjeet Basu  
176 Lincoln St., Unit 12  
Waterbury, CT 06710

Dear Mr. Basu:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017514) 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, August 17, 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 August 25, 2017 at your regular scheduled time.

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

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 8, 2017

Rachel McDuffie  
16 Windy Dr.  
Waterbury, CT 06705

Dear Ms. McDuffie

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017212) 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, August 17, 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 August 25, 2017 at your regular scheduled time.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 8, 2017

Marnie Guerrero  
415 Wilson St., Unit 5  
Waterbury, CT 06708

Dear Ms. Guerrero:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017515) 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, August 17, 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 August 25, 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  
Dr. Ouellette, 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

August 9, 2017

Ti-Tiaja Harding  
83 Kendall Circle  
Waterbury, CT 06708

Dear Ms. Harding:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department – Driggs Elementary School for the position of Administrative Associate I (Req. #2016100) at \$14.48 per hour. Please contact Michael Theriault, Principal @ Driggs Elementary School at (203) 574-8160 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 17, 2017 at 9:30 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 August 18, 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.

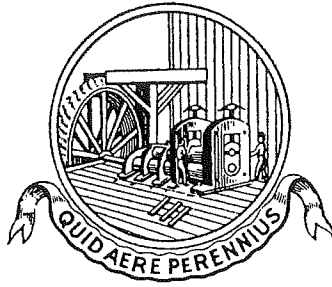
***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc Board of Education  
Dr. Ouellette, Supt. of Schools  
Michael Theriault, Principal @ Driggs  
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

August 9, 2017

Nina Wehry  
50 Grove St.  
Naugatuck, CT 06770

Dear Ms. Wehry:

Your name is being certified to the Education Department for the position of School Secretary (Req. #2017559) at \$16.0559 per hour. Please call Jennifer Rosser, Principal @ Woodrow Wilson School, to discuss the details of the position. The telephone number is (203) 573-6660. Failure to call the above named individual by August 16, 2017 will result in your name being removed from the eligibility list.

We have scheduled your orientation for Thursday, August 17, 2017 at 11:15 a.m. at the Department of Human Resources, 236 Grand Street in Waterbury. You must attend the orientation session in order to be certified to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

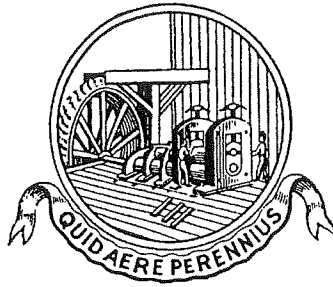
Sincerely,

Carlyne St. Felix  
Human Resources Generalist

CSF/sd

cc: Board of Education  
Dr. Ouellette, Supt. of Schools  
Jennifer Rosser, Principal @ W. Wilson Schl.  
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

August 10, 2017

Hser Hser Htoo  
173 Grove St., 109  
Waterbury, CT 06710

Dear Ms. Htoo:

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 #2017224) 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 Thursday, August 17, 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 August 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  
Dr. Ouellette, 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

August 10, 2017

Betzaida Rivera  
165 N. Elm St., Apt. E  
Waterbury, CT 06702

Dear Ms. Rivera:

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 #2017405) 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 Thursday, August 17, 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 August 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.

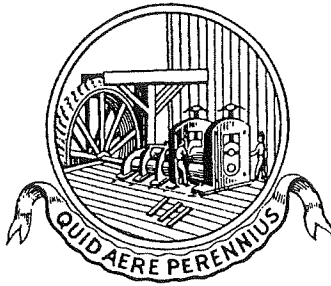
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resource Generalist

CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 10, 2017

Michelle Michaud  
5 Swan St.  
Waterbury, CT 06705

Dear Ms. Michaud:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017455) 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, August 17, 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 August 25, 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.

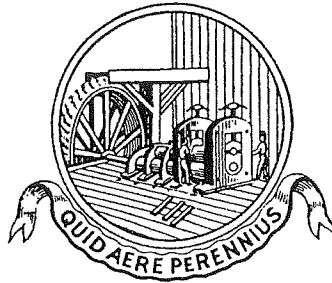
***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 10, 2017

Michelle Gaetano  
3146 North Main St.  
Waterbury, CT 06704

Dear Ms. Gaetano:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017662) 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, August 17, 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 August 25, 2017 at your regular scheduled time.

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

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 11, 2017

Jamie Walsh  
172 Fiske St.  
Waterbury, CT 06710

Dear Ms. Walsh:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017614) 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, August 17, 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 August 25, 2017 at your regular scheduled time.

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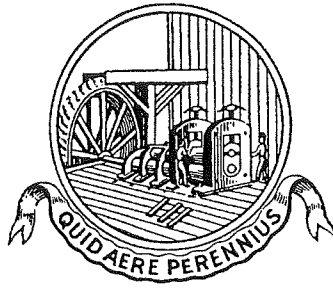
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Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Dr. Ouellette, 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

August 11, 2017

Koren Zappone  
19 Bouffard Ave.  
Waterbury, CT 06705

Dear Ms. Zappone:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017568) 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, August 17, 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 August 25, 2017 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc: Board of Education  
Dr. Ouellette, 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  
August 11, 2017

David Stevenson  
506 Waterville St.  
Waterbury, CT 06710

Dear Mr. Stevenson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #2017443) at \$14.91 per hour. Please contact Shannon Sullivan, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

**You are required to attend a Departmental Training Session at Kennedy High School, 422 Highland Avenue in Waterbury on Tuesday, August 15, 2017 @ 2p.m. This training will take approximately 3 hours.**

We have scheduled your orientation for Thursday, August 17, 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 August 18, 2017 at your regular scheduled time.

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

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc Board of Education  
Dr. Ouellette, Supt. of Schools  
Shannon Sullivan, Schl Insp



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

August 14, 2017

Myrna Mitchell  
40 Academy Ave.  
Waterbury, CT 06705

Dear Ms. Mitchell:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department – Sprague Elementary School for the position of Administrative Associate I (Req. #2017040) at \$14.48 per hour. Please contact Diane Bakewell, Principal @ Sprague Elementary School at (203) 574-8189 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 17, 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 August 28, 2017 at your regular scheduled time.

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

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

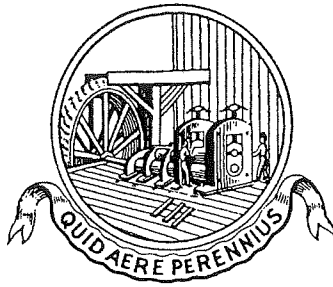
Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix  
Human Resources Generalist  
CSF/sd

cc Board of Education  
Dr. Ouellette, Supt. of Schools  
Diane Bakewell, Principal @ Sprague  
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

August 18, 2017

Andrew Phelan  
40 Bonair Ave.  
Waterbury, CT 06710

Dear Mr. Phelan:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of ABA Behavioral Therapist (Req. #2017034) at \$27.68 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, August 31, 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 September 1, 2017 at your regular scheduled time.

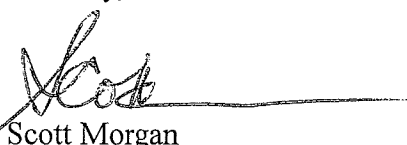
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order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

  
Scott Morgan  
Director of Human Resources  
SM/sd

cc Board of Education  
Dr. Ouellette, 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

August 24, 2017

Jarrell Smith  
48 Harper Ave., Apt. 12  
Waterbury, CT 06705

Dear Mr. Smith:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #2017442) at \$14.91 per hour. Please contact Shannon Sullivan, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Wednesday, September 13, 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 September 14, 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.

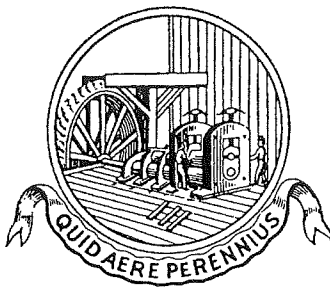
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Scott Morgan  
Director of Human Resources  
SM/sd

cc Board of Education  
Dr. Ouellette, Supt. of Schools  
Shannon Sullivan, Schl Insp  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

August 24, 2017

Jennifer Correa  
181 Longview Ave.  
Waterbury, CT 06704

Dear Ms. Correa:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2017285) 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, August 31, 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 August 25, 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,



Cherie L. Lamb

Senior Human Resources Generalist  
CLL/sd

cc: Board of Education  
Dr. Ouellette, Supt. of Schools  
Melissa Baldwin, Director of Spec Educ  
file

## Carrie Swain

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**From:** KAREN HARVEY  
**Sent:** Monday, August 28, 2017 3:28 PM  
**To:** ELIZABETH BROWN  
**Cc:** Carrie Swain  
**Subject:** Re: Agenda request for August 31st workshop

Thanks Liz,

Carrie- Please add as "Correspondance" to the BOE.

Thanks,  
Karen

Sent from my iPad

> On Aug 28, 2017, at 11:53 AM, "ELIZABETH BROWN" <[ebrown@waterbury.k12.ct.us](mailto:ebrown@waterbury.k12.ct.us)> wrote:  
>  
> Karen, I'll discuss with Dr. Ouelette, deadline for adding items was the 25th. Might be next meeting.  
Best  
>  
> Sent from my iPhone  
>  
>> On Aug 28, 2017, at 10:33 AM, KAREN HARVEY <[kharvey@waterbury.k12.ct.us](mailto:kharvey@waterbury.k12.ct.us)> wrote:  
>>  
>>  
>> Dr. Ouellette & Liz ,  
>>  
>> I am requesting the following information for our upcoming workshop:  
>>  
>> 1. Report on the number of new hires (teachers) and include the demographics  
>> i.e., number of Blacks, Hispanic, etc.  
>>  
>> 2. Update on maintenance performed at our schools over the summer.  
>> Please include in the report:  
>> - A status of the broke fence in the parking lot of Chase School.  
>> - A status of the paving done at Crosby and when/if it will be completed.  
>> -A status of Walsh School parking issues i.e., lower parking lot.  
>>  
>> 3. A report on the implementation of Power School.  
>>  
>>  
>> Looking forward to a productive workshop!  
>>  
>>  
>> Thanks,  
>>  
>> Karen