



MEMORANDUM

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

**DATE:** June 28, 2016

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

**SUBJECT:** Notice of Committee Meetings – Thursday, June 30, 2016,  
5:15 p.m., Waterbury Arts Magnet School, Media Center  
Notice of Regular Meeting – Thursday, July 7, 2016  
6:30 p.m., Waterbury Arts Magnet School, Atrium

The Committees of the Board of Education will meet on Thursday, June 30, 2016,  
5:15 p.m., Waterbury Arts Magnet School, Media Center, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

1. Committee on Finance/5 minutes ~ Request approval of a Professional Service Agreement with Easter Seal Rehabilitation Center of Greater Waterbury to provide Behavior Therapy Services [BFC: n/a] – E. Skoronski.
2. Committee on Finance/5 minutes ~ Request approval of a Professional Service Agreement with Rob Davis d/b/a Summit Support Services to provide Board Certified Behavior Analyst Services [BFC: n/a] – E. Skoronski.
3. Committee of the Whole/30 minutes ~ End of Year (EOY) Assessments [BFC: G2/01 & 2] – S. Strand, et al.
4. Committee of the Whole/5 minutes ~ Request approval of a Memorandum of Understanding with Southern Connecticut State University for SCSU School of Education Graduate Cohorts [BFC: G1/02] – D. Mortensen.
5. Committee of the Whole/5 minutes ~ Request approval of an Occupancy Agreement with StayWell Health Care, Inc. for a portion of Wallace Middle School for the School Based Health Center [BFC: n/a] – R. Brenker.
6. Committee on Finance/5 minutes ~ Request approval of Amendment Number One to a Maintenance Services Agreement with SNE Building Systems for Facilities Management System, System Support Services, Temperature Contract at various locations [BFC: n/a] – R. Brenker.
7. Committee on Building/5 minutes ~ Request approval of a formation of subcommittee of the BOE Building Committee for the proposed Wendell Cross Extension and Alteration Project [BFC: n/a] – R. Brenker.
8. Committee on School Facilities & Grounds/5 minutes ~ Request approval of the 2016-2017 Use of School Facilities Rental Fee Schedule [BFC: n/a] – R. Brenker.
9. Committee on School Facilities & Grounds/5 minutes ~ Use of school facilities by school organizations and/or City departments [BFC: n/a].

10. Committee on School Facilities & Grounds/5 minutes ~ Use of school facilities by outside organization and/or waiver requests [BFC: n/a].
11. Superintendent's Notification to the Board/5 minutes: [BFC: n/a]
- a. Athletic appointments effective immediately:  
Rosa, Jen – Varsity Girls Volleyball Coach, WCA.
  - b. Grant funded appointments:  
Harris, Charlene – Parent Liaison, Wilby High School, school calendar/30 hours per week @ \$15.12 p/hour, non-union with benefits governed by the UPSEU #69 Agreement, effective 08/29/16.

c. Teacher transfers:

NAME		FROM	TO	EFF.
Aquavia	Sara	Maloney - Gr 3 Temp	Maloney - Gr 2 Perm	Aug-16
Arisian	Michael	Tinker - Gr 3	Enlightenment/State Street ESL	Aug-16
Bao	Jaime	NEMS - Health/PE	Gilmartin - Health/PE	Aug-16
Bugryn	Lindsay	Regan - K Temp	Regan - K Perm	Aug-16
Calo	Alexa	Chase - Gr 1 Temp	Chase - Gr 1 Perm	Aug-16
Cugliari	Tricia	Bunker Hill - Gr 5 (Corrected)	WMS - Library Media	Aug-16
Danay	Cassie	Kennedy - ELA	NEMS - ELA	Aug-16
Dionne-Gorman	Regina	Gilmartin - Gr 5	Kingsbury - Gr 4	Aug-16
Driscoll	Timothy	Crosby - PE Health	Bucks Hill - Elem PE	Aug-16
Febles	Maria	WMS - Spanish	Enlightenment - Spanish	Aug-16
Jimenez-Montanez	Jessica	Regan - Gr 1 Temp	Regan - Gr 1 Perm	Aug-16
Kozieradzki	Jill	Gilmartin - Elem PE	Hopeville - Elem PE	Aug-16
Lopez	Myra	Reed - Gr 7 Reading/LA Temp	Reed - Gr 7 Reading/LA Perm	Aug-16
Lopez	Briana	Reed - Gr 2 Title II	Bunker Hill - Gr 3	Aug-16
Montagno	Nakita	Washington - Spec Ed	Washington - Gr1	Aug-16
Morrissey	Sean	Kingsbury - Gr 5 Temp	Kingsbury - Gr 5 Perm	Aug-16
Rollins	Lauren	Chase - Special Ed	Wilson Special Ed	Aug-16
Stotler	Natasha	WMS - ELA Gr 7	WMS - ESL Gr 8	Aug-16

- d. Rotella Magnet School's Summer Program appointments, salary according to individuals' contract:  

Administrator: Robin Henry

Teachers – Enrichment:

Altieri, Christina

Amodeo-Titley, Nichole

Dionne, Suzanne

Ledbetter, Brenda

Lee, Ellen

McLaren, Ashley

Teachers – Academics:

Argenta, Lauren

Cipriano, Nancyjean

Ecke, Lisa

Gravel, Suzanne

Matthews, Julia

Aides:

Alexander, Lisa

Beaudoin, Janet

Begin, Debra

Cicchiello, Ersilia

Lanouette, Victoria

Lloret, Melissa

Lombardi, Lauren

Lopez, Elizabeth

A/V Tech: Bryan Michaud

Olson, Sally

Pawson, Erica

Secondi, John

Silva, Joseph

Summa, Emily

Monroe, Mary

Russaw, Crystal

Santovasi, Monica

Summerfield, Veronica

Mancini, Nancy

Michaud, Carol

Santos, Jeannine

Sugrue, Kathleen

Thomas, Martha

Vicenzi, Valerie

Walters, Kimberly

- e. Extended School Year (ESY) appointments, contingent upon enrollment, salary according to individual's contract:

<b>Name</b>		<b>Position</b>
Sullivan	Karen	Teacher

- f. SOAR to Success Summer School appointments, salary according to individuals' contract, subject to enrollment:

<b>Name</b>	<b>Site</b>
Kuskowski, Diane	Substitute Secretary

- g. Grade 5 to 6 Summer Transition Program, salary according to individual's contract, subject to enrollment:

<u>Name</u>		<u>Position/Site</u>
Banks	Melissa	ELA – WMS
Bosques	Julio	ELA – WMS
Bramble	Michelle	Math – WMS
Riley	Kara	ELA – WMS
Taylor	Christine	Math – WMS
Doyle	Tara	ELA – NEMS
Hughes-Burnop	Jamie	Math – NEMS
Mastrianni	Geralyn	ELA – NEMS
Schulenberg	Donald	Math – NEMS
Spinelli	Lucille	ELA – NEMS
Benjamin	Krista	Math – WSMS
Holden	Kimberly	Math – WSMS
Hudobenko	Tanya	ELA – WSMS
Martin	Sarah	ELA – WSMS
Sullivan	Brian	ELA – WSMS

- h. High School Summer School appointments dependent upon student enrollment, salary according to individual's contract:

<u>Name</u>		<u>Position</u>
Caruso	Anthony	ELA
Clark	Meredith	Biology
Cumbo	Elena	Phys Ed
Febles	Maria	Spanish
Ferrazzi	Carly	Math
Gaydosh	Kathy	Chemistry
Hofler	Darnell	Hall Duty Monitor
Iverson	Cazzie	History
Kilpatrick	Sean	Earth Science
MacLennan	Theresa	ELA
Martinez	Emmanuel	Biology
Murphy	Christopher	ELA
Reyes	Maximina	Secretary
Sarlo	Christopher	History
Scialla	Marlena	Math
Soucey	David	Phys Ed
Szwaba	Briget	Math
Washington	Brenda	Biology

- i. Teacher new hires:  
 Lopez, Myra – Reed Grade 8 English, BA+15/3, effective 02/04/16.
- j. Retirements:  
 Graham, Laura – Business Teacher, KHS, effective 09/01/16.  
 Jobson, Susan – School Psychologist, NEMS, effective 06/30/16.  
 McGrath, Diana – Grade 4, Rotella, effective 06/30/16.  
 Strobel, Elaine – Physical Education, WHS, effective 06/15/16.  
 Tichon, Joanne – Family Consumer Science, WHS, effective 06/15/16.

k. Resignations:

DiBenedetto, Barbara – Math, WHS, effective 06/20/16.

Herrera Castillo, Carmen – Bilingual Teacher, NEMS, effective 06/14/16.

Kontulis, Renata – Grade 1, Rotella, effective 06-14-16.

McGrath, Andie – Counselor, CHS, effective 06/30/16.

Moro, Victor – Special Education, State Street, effective 06/20/16.

Ryan, Kyle – Music, Kingsbury, effective 06/17/16

**EXECUTIVE SESSION** for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

**ADJOURNMENT**

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education





# Waterbury Public Schools

Elaine M. Skoronski  
Special Education Department  
236 Grand St., 2<sup>nd</sup> Floor  
Waterbury, CT 06702  
Phone 203-346-3505 Fax 203-573-6694

June 28, 2016

Honorable Commissioners of  
The Waterbury Board of Education  
Waterbury, CT

And

Honorable Aldermen of the  
Waterbury Board of Aldermen  
Waterbury, CT

Re: Contract between City of Waterbury and Easter Seal Rehabilitation Center of  
Greater Waterbury, Inc. (Easter Seals)

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with Easter Seal Rehabilitation Center of Greater Waterbury, Inc. (Easter Seals) for the provision of a Board Certified Behavior Analyst and up to eighteen(18) Behavior Therapists for the Waterbury School District and students with disabilities in the total not to exceed amount of Three Million Two Hundred Thirty-Eight Thousand Four Hundred Ninety-Seven Dollars and Twenty-Six Cents (\$ 3,238,497.26) for a three year term as follows:

- i. For July 1, 2016- June 30, 2017, an amount not to exceed One Million Thirty-Nine Thousand Five Hundred Thirty-Nine Dollars and Thirty-Eight Cents (\$1,039,539.38);
- ii. For July 1, 2017 - June 30, 2018, an amount not to exceed One Million Eighty-Seven Thousand Seven Hundred Dollars and Thirty Cents (\$1,087,700.30);
- iii. For July 1, 2018 –June 30, 2019, an amount not to exceed One Million One Hundred Eleven Thousand Two Hundred and Fifty-Seven Dollars and Fifty-Eight Cents (\$1,111,257.58).

As the Board knows, services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA) are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). However, the department can elect to undertake the process which our department did to save the City money. The Waterbury Special Services Department sent out a Request for Proposal # 5444 for services needed for students with disabilities including: one Board Certified Behavior Analyst and up to Eighteen Behavior Therapists. (The RFP is incorporated into Attachment A of the Contract).

Three vendors submitted proposals. Our department formed a committee to review the proposals and conducted interviews with all proposers. Thereafter each member scored each proposer based on the following factors. The Committee looked at vendor experience providing the services, their contract and PO experience, their capacity to provide therapists when requested, the qualifications and experience of the therapists they provide, billing procedures and billable time and completeness of the bid responses.

As required by purchasing procedures, the proposers were rated based on the proposals without the Committee knowing the hourly rates for each service bid. IPPI scored the highest and first and Easter Seals scored second of the three proposers. Soliant Health of Florida was rated last at third.

The Committee then reviewed the hourly rates submitted by each proposer and saw that IPPI had the highest hourly rates for the services, which were significantly higher than the others. As the purchasing rules allow, our Department contacted IPPI to see if the District could obtain lower hourly rates. They refused to lower their rates. Even though Easter Seals did not score first, given its significantly lower prices, the Special Education Director, on behalf of the Committee, recommended that the contract be awarded to Easter Seals. The Director of Purchasing, Mr. Orso, issued an award letter to Easter Seals.

This contract is paid for by IDEA Grant funds and the tax clearance is ordered by not yet received.

Respectfully Submitted,



Elaine M. Skoronski

**PROFESSIONAL SERVICE AGREEMENT**

**RFP No. 5444**

for

**Behavior Therapy Services**

between

**The City of Waterbury, Connecticut**

and

**Easter Seal Rehabilitation Center of Greater Waterbury, Inc.**

**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 Easter Seal Rehabilitation Center of Greater Waterbury, Inc. at 22 Tompkins Street, Waterbury, Connecticut 06708, a State of Connecticut duly registered domestic corporation (the "Consultant").

**WHEREAS**, the Consultant submitted a proposal to the City responding to **RFP No. 5444** for Behavior Therapy Services; and

**WHEREAS**, the City selected the Consultant to perform said services as set forth in **RFP No. 5444**; and

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

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

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

**1.1.** The Project consists of the provision of one (1) Board Certified Behavior Analyst and up to eighteen (18) Behavior Therapists to provide services to Waterbury Public School children between the ages of three to twenty-one (3-21), with disabilities and behavioral needs and other related services in accordance with each individual child's Individual Education Plan (I.E.P). The Project also consists of all services as more particularly detailed and described in **Attachment A** which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. Scope of Services, consisting as one page
- ii. City of Waterbury Request for Proposal Number 5444, consisting of 10 pages, excluding City of Waterbury Sample Professional Services Agreement, which is incorporated herein by reference.
- iii. Consultant's response to City of Waterbury Request for Proposal Number 5444, consisting of 32 pages, attached hereto responses
- iv.. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- v.. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (attached hereto as part of Consultant's Response)
- vi. Certificates of Insurance (attached hereto)
- vii. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- viii. All licenses. (Incorporated by reference)

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

- i. This Contract
- ii. City of Waterbury Request for Proposal Number
- iii. Consultant's response to City of Waterbury Request for Proposal Number 5444.

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

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

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

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

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

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

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

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

**3.4. Publicity.** Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or

use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

**3.5. Standard of Performance.** All labor, services, materials, reports, plans, documents, deliverables, and incidentals shall conform in all respects with the requirements of all this Contract, and shall be of the highest professional standards. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

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

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

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



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

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

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

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

**3.8. Reporting Requirement.** The Consultant shall deliver periodic, written reports to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant'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 its President.

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

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

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

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

**3.10. Criminal Background Checks.** The Consultant represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. The Consultant further warrants and represents that it has conducted a state and federal criminal history records check and DCF Registry check of each individual and no violations have been reported. The Consultant represents that each worker who performs a service involving direct student contact has submitted his or herself to a state and national criminal history records check. The City and Board shall rely upon these representations.

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

**5. Contract Time.** The Consultant shall commence all work and services required under this Contract on July 1, 2016 and shall complete all work and services required under this Contract by June 30, 2019. The work and services, as provided under this contract, shall be provided each year for 182 days during the school year and up to 20 days during the summer months. ("Contract Time"):

**5.1.** Time is and shall be of the essence for all Project milestones and completion dates for the Project. The Consultant 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 the Consultant and City, that the Contract Time is



reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

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

**6.1. Fee Schedule.** The fee payable to the Consultant shall not exceed **THREE MILLION TWO HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED NINETY-SEVEN DOLLARS and TWENTY-SIX CENTS (\$3,238,497.26)** and shall be in accordance with Consultant's proposal, with the basis of payment being as follows:

- i. Year 1- July 1, 2016- June 30, 2017 an amount not to exceed One Million Thirty-Nine Thousand Five Hundred Thirty-Nine Dollars and Thirty-Eight Cents.....\$1,039,539.38
- ii. Year 2- July 1, 2017- June 30, 2018 an amount not to exceed One Million Eighty –Seven Thousand Seven Hundred Dollars and Thirty Cents .....\$1,087, 700.30
- iii. Year 3- July 1, 2018- June 30, 2019 an amount not to exceed One Million One Hundred Eleven Thousand Two Hundred Fifty-Seven Dollars and Fifty-Eight Cents.....\$1,111,257.58

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

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

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

**6.4. Proposal Costs.** All costs of the Consultant in preparing its proposal for **RFP No. 5444** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

**7. This section intentionally left blank.**

**8. Indemnification.**

**8.1.** The Consultant 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, 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 the Consultant, 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 the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the

responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

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

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

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

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

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

**9.4.1 General Liability Insurance: \$1,000,000.00 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**

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

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

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

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

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

**9.4.6 Abuse/Molestation Liability Insurance:** **\$1,000,000.00** each claim.

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

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

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

**9.7. Certificates of Insurance:** The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage**

**except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear".** The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

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

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

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

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be

instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

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

**12. This section intentionally left blank.**

**13. Termination.**

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

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

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

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

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty

in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

**25. Contract Change Orders.**

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

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

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

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

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

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

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

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

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of

a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 5444** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 5444**.

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

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

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

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

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

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

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

Consultant: Easter Seal Rehabilitation Center of Greater Waterbury,  
Inc.  
22 Tompkins Street  
Waterbury, CT 06708

City: City of Waterbury  
c/o Department of Special Education

236 Grand Street, 3<sup>rd</sup> Floor  
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

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

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

**32.10.** The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and

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

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

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

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

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

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

[Signature page 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:**

**EASTER SEAL REHABILITATION  
CENTER OF GREATER WATERBURY,  
INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Loraine C. Shea, President

\_\_\_\_\_

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

## **ATTACHMENT A**

- i. Scope of Services consisting as one page
- ii. City of Waterbury Request for Proposal Number 5444, consisting of 10 pages, excluding City of Waterbury Sample Professional Services Agreement, which is incorporated herein by reference.
- iii. Consultant's response to City of Waterbury Request for Proposal Number 5444, consisting of 32 pages, attached hereto responses
- iv.. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- v.. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (attached hereto as part of Consultant's Response)
- vi. Certificates of Insurance (attached hereto)
- vii. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- viii. All licenses. (Incorporated by reference)

## **ATTACHMENT A**

Scope of Services consisting as one page

### **Scope of Services**

- 1.** The Consultant will provide the services of one fulltime Board Certified Behavior Analyst (BCBA) with the qualifications set forth above who will provide supervision, training and related services as requested by the Department of Special Education and Pupil Services of the Waterbury Public Schools for students with disabilities, pre-K through Grade 12, for up to 182 days during the school year and up to 20 days in the summer.
- 2.** The Board Certified Behavioral Analyst shall have the following duties and responsibilities: oversee and monitor student programs, develop appropriate Individual Education Plan goals and objectives for students, modify instructional and behavior support plans with school staff, work collaboratively with school staff and administration and families, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by administration, conduct assessments across settings (curriculum, environmental, preference, behavior), facilitate inclusion and transition efforts, including but not limited to transitions to schools and staff, coordinate district wide on-site visits as directed by administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to school staff as needed, upload reports and other documents on District's web-based IEP system, give parent training and support and provide other related work as directed by the Department of Special Education and Pupil Personnel of the Waterbury public schools.
- 3.** The Consultant will provide up to eighteen (18) full-time on-site Behavior Therapists with the qualifications set forth above to work directly with Pre-K to Grade 12 students with disabilities, including but not limited to students with autism for up to 182 days during the school year and 20 days in the summer in district schools as requested by administration.
- 4.** The Behavior Therapists shall have the following duties and responsibilities: to provide services as directed by Waterbury staff for students with disabilities relating to instructional and behavioral plans, to maintain and monitor students to generalize skills in an inclusive setting, maintain appropriate records and data collection; create and implement behavior and academic lesson plans with certified staff; follow federal, state and district laws, procedures and policies and perform other related duties as requested by administration.
- 5.** The Consultant shall maintain detailed records of all of the services it provides and will have its staff prepare reports on their services as required by the Department of Special Education of Pupil Services and shall require all staff to utilize the District's web-based Individual Education Plan (IEP) system. The District will provide training on the web based IEP system. All reports prepared by the Consultant will be provided to administration prior to making them available to third parties.
- 6.** The Consultant shall require its staff to provide to the District all required Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services and its rules and regulations.
- 7.** The Consultant shall provide all substitutes for its staff who possess the same credentials and experience as the regular staff.

## **ATTACHMENT A**

City of Waterbury Request for Proposal Number 5444, consisting of 10 pages,  
(Excluding City of Waterbury Sample Professional Services Agreement, which is  
incorporated herein by reference.)

**REQUEST FOR PROPOSAL**  
**BY**  
**THE CITY OF WATERBURY**  
**(DEPARTMENT of EDUCATION)**  
**(Title: Behavior Therapy Services)**  
**BID# 5444**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a Board Certified Behavior Analyst (BCBA) and up to eighteen (18) Behavior Therapists to provide services to the Waterbury Public Schools and to students with disabilities ages 3-21 with behavior needs and other related work as set forth in the scope of services below for the time period commencing July 1, 2016 through June 30, 2019 consisting of 182 school days and up to 20 days in the summer.

**A. Background and Intent**

The purpose of this request is to obtain daily cost proposals for the next three school years from reliable, experienced and licensed professional proposers who can supply the individuals to provide behavior therapy services as described in the scope of services set forth herein.

**B. Qualifications**

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP.
2. A proposer with a proven track record in providing these types of or similar services for Connecticut school districts in a timely fashion within budget to the school district's satisfaction. List all school contracts your business has had for the last five years and the reason you no longer contract with the school if applicable. The City reserves the right to contact any of these school districts for a reference.
3. The Board Certified Behavior Analyst (BCBA) must be appropriately and currently licensed and certified as required by state and federal law and by the national board governing behavior analysts and their credentials. In addition, the BCBA must have a minimum of a master's degree in a relevant field, from an accredited institution (a doctorate is preferred), advanced training, extensive knowledge and experience in ABA theory and practice working with students with disabilities in a school setting. The BCBA must have experience supervising behavior therapists and other school staff providing behavioral therapy services and overseeing student programs
4. The Behavior Therapists must have bachelor degrees from accredited post-secondary institutions in a related field of study, training and preferably school experience in ABA theory and practice, behavior therapy, special education

and regular education, curriculum modification, de-escalation, restraint and seclusion and knowledge of the federal, state and local laws, regulations and policies, familiarity with assistive technology, electronic IEP and data collection systems, experience with discrete trial instruction and experience working with students with disabilities, including those with autism or behavior disorders.

5. All staff must have their professional licenses or degrees as required by law and must have completed satisfactory drug tests, background checks, dcf registry checks and training from the Department of Children and Families on the child abuse and neglect mandated reporter law.
6. A proposer who will provide staff to the Waterbury Public Schools upon request without delay, including substitutes. The proposer agrees that all proposed staff is subject to the Waterbury Public School's approval.
7. A proposer who will maintain specific time records of services provided by staff as requested by administration and maintain or provide records in the form and manner as requested by Waterbury Public Schools or the City.
8. A proposer who will provide staff who are trained in the federal, state and local laws and procedures relating to school records and the confidentiality of student information and record keeping and will insure that staff maintain and protect the confidentiality of student information and keep all records relating to the scope of services as requested by administration.
9. A proposer who will train their staff in following all federal, state and local laws, regulations, policies, directives and procedures of the Department of Special Education and Pupil Personnel, Board of Education and City of Waterbury which relate to the scope of services.

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

1. The Proposer will provide the services of one fulltime Board Certified Behavior Analyst (BCBA) with the qualifications set forth above who will provide supervision, training and related services as requested by administration for students with disabilities, pre-K through Grade 12, for up to 182 days during the school year and up to 20 days in the summer.

2. The Board Certified Behavioral Analyst shall have the following duties and responsibilities: oversee and monitor student programs, develop appropriate Individual Education Plan goals and objectives for students, modify instructional and behavior support plans with school staff, work collaboratively with school staff and administration and families, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by administration, conduct assessments across settings (curriculum, environmental, preference, behavior), facilitate inclusion and transition efforts, including but not limited to transitions to schools and staff, coordinate district wide on-site visits as directed by administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to school staff as needed, upload reports and other documents on District's web-based IEP system, give parent training and support and provide other related work as directed by Administration.

3. The Proposer will provide up to eighteen (18) full-time on-site Behavior Therapists with the qualifications set forth above to work directly with Pre-K to Grade 12 students

with disabilities, including but not limited to students with autism for up to 182 days during the school year and 20 days in the summer in district schools as requested by administration.

4. The Behavior Therapists shall have the following duties and responsibilities: to provide services as directed by Waterbury staff for students with disabilities relating to instructional and behavioral plans, to maintain and monitor students to generalize skills in an inclusive setting, maintain appropriate records and data collection; create and implement behavior and academic lesson plans with certified staff; follow federal, state and district laws, procedures and policies and perform other related duties as requested by administration.

5. The Proposer shall maintain detailed records of all of the services it provides and will have its staff prepare reports on their services as required by administration and shall require all staff to utilize the District's web-based Individual Education Plan (IEP) system for reporting. The District will provide training on the web based IEP system. All reports prepared by the proposer will be provided to administration prior to making them available to third parties.

6. The Proposer shall require its staff to provide to the District all required Medicaid documentation in a form and manner acceptable to administration and the City and which is in compliance with the State of Connecticut Department of Social Services and its rules and regulations.

7. The Proposer shall provide all substitutes for its staff who possess the same credentials and experience as the regular staff.

#### **B. Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from July 1, 2016-June 30, 2019.

#### **E. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
3. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
4. All questions and communications about this Request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received by **2:00 PM on April 4, 2016**. Prospective proposers must limit their contact regarding this RFP to Mr. Orso or such other person otherwise designated by Mr. Orso. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or**



amendments to this RFP, will be available via the City of Waterbury eProcurement website by 2:00 PM on April 6, 2016. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. Orso at (203) 574-6748.

#### **F. Management**

Any contract or purchase order resulting from this RFP will be managed by the Department of Special Education and Pupil Services in the Waterbury Public Schools.

#### **G. Conditions**

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

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

who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

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

services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

#### **H. Proposal Requirements & Required Format**

One original (clearly identified as such) and (5) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on April 12, 2016**.

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

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

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

1. Proposer Information: Please provide the following information:
  - a. Firm Name
  - b. Permanent main office address
  - c. Date firm organized.
  - d. Legal Form of ownership. If a corporation, indicate where incorporated.
  - e. How many years have you been engaged in services you provide under your present name?
  - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
2. Experience, Expertise and Capabilities

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

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

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

### 3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should consist of the daily rates of the staff proposed to perform the entire Scope of Services in this RFP for 182 school days and 20 days in the summer commencing July 1, 2016 through June 30, 2019. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, daily rates and the total

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

2. Selection Process

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

**J. Rights Reserved To The City**

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

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

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

**L. State Set-Aside Requirements**

NOT APPLICABLE

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

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

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

## **ATTACHMENT A**

Consultant's response to City of Waterbury Request for Proposal Number 5444,  
consisting of 32 pages.

**REQUEST FOR PROPOSAL**  
**BY**  
**THE CITY OF WATERBURY**  
**(DEPARTMENT of EDUCATION)**  
**(Title: Behavior Therapy Services)**  
**Bid#5444**

**Submitted by:**  
**Easter Seals**  
**22 Tompkins Street**  
**Waterbury, CT 06708**



**April 12, 2016**



**1. Proposer Information:**

- a. Firm Name: Easter Seal Rehabilitation Center of Greater Waterbury, Inc. (Easter Seals)
- b. Address: 22 Tompkins Street, Waterbury, CT 06708
- c. Date firm organized: December 19, 1958 (Waterbury Area Easter Seal Society for Crippled Children and Adults)
- d. Legal form of ownership: Connecticut non-stock corporation
- e. Years engaged in services under present name: 44 years
- f. Names, titles, reporting relationships and background experience for principal members, including officers: See Chart 1 below:

**Chart 1**

Name	Title	Reports To	Education	Experience
Loraine Shea	President	Board of Directors	M.S. - Business Management	33 yrs. experience in healthcare related field including 27 years of leadership experience
Gary Nielsen	Chief Financial Officer	President	M.S. - Finance Licensed Certified Public Accountant	30 yrs. experience in Accounting and Finance for both For-Profits and Not For Profit organizations
Carol Flament	Director Human Resources	President	M.S.- Educational Research Senior Certificate in Telecomm Management Project Management Certification SPHR and SHRM-SCP Certifications	24 yrs. experience in Human Resource disciplines including 17 years of leadership experience
Katie McGinnis	Director of Child Care and School Readiness Programs	President	M.Ed. - Education Administration- Concentration in Child Care  CT Directors Credential Education Consultant approved by OEC Adjunct Professor -Post Un.	13 yrs. Experience in Education with 7 years of leadership experience
Jessamine Sargent	Director of Birth to Three Program	President	B.S. in Psychology/Rehabilitation plus partial completion of MS in Elementary Education.	20 yrs. experience working in fields related to children with special needs including 13 years of Birth to Three experience
Mark Briggs	Administrative Director of Adult Programs	President	Master of Social Work	29 yrs. experience in Social Service agencies with 17 years leadership experience
Annette Burton	Director of Audiology	President	Doctor of Audiology Au.D.	32 yrs. experience in healthcare

David Segal	Board Chairman	Community Member	Owner and President	Edward Segal, Inc.
Mark Graveline	Vice Chairman of the Board	Community Member	Vice President- Commercial Loan Officer	Thomaston Savings Bank
Kellie Jandreau	Secretary of the Corporation	Community Member	Vice President Market Manager	Webster Bank
Joseph Kinsella	Treasurer of the Corporation	Community Member	Attorney	Carmody, Torrance, Sandak and Hennessey

## 2. Experience, Expertise and Capabilities:

### a. Philosophy Statement and Business Focus:

Easter Seals has a long standing history of providing high quality services to those with disabilities in the greater Waterbury and central Connecticut regions. Today, Easter Seals is changing the way the world defines and views disabilities by making profound differences in people's lives every day. Easter Seals recognizes that disabilities are not always physical and/or visible but do include emotional, social and educational challenges. Easter Seals also knows that these can be managed and improved to allow those we serve to live, learn, work and play in our community. Easter Seals has been providing educational, early intervention, rehabilitation, vocational and audiology services since 1958. Our focus has always been on goal oriented programs that improve function, performance and independence in one or more of life's major areas.

Easter Seals has an exceptional reputation of quality and excellence. Easter Seals' All Kids Child Care and School Readiness Programs located in Waterbury and Meriden (three sites with 269 slots) are accredited by the National Association for the Education of Young Children (NAEYC). Easter Seals' Vocational Rehabilitation and Outpatient Medical Rehabilitation Centers are accredited by the Commission for Accreditation of Rehabilitation Centers (CARF). Easter Seals is qualified with the state of Connecticut to provide Birth to Three Early Intervention Services and is a certified provider with the Department of Developmental Services.

Easter Seals is a non-profit provider of services. Easter Seals is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. It is committed to complying with the Americans with Disabilities Act (ADA) of 1990 and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.

Through its quality and management practices it has provided cost effective services to local school districts, the Federal Government, the State of

Connecticut, municipalities as well as the privately insured. Over the last 58 years, Easter Seals has successfully managed its economic resources to ensure the financial stability and capability of the organization for the long term.

b. Summary of Relevant Experience:

Below is a listing of all relevant projects that Easter Seals has completed in the last three (3) years, as well as all projects similar in nature to those included in the scope of services in this RFP. (See Chart 2)

**Chart 2**

Organization name	Contact Person	Services Provided	Gross Cost of Contract	Dates of Services	Completed on time and within budget
City of Waterbury Department of Education	Barbara M. Tacchi, Ed.D. School Readiness Coordinator Room 104 Chase Bldg. 236 Grand Street Waterbury, CT 06702 203-574-6985	School Readiness-192 slots- 2 locations	\$1,713,392	Each school year since 2000 July- June	Yes
City of Meriden Department of Education	Jennifer Baglin School Readiness Coordinator Meriden Public Schools 165 Miller Street Meriden, CT 06450 203- 630-4222	School Readiness- 77 slots- 1 location	\$687,141	Each school year since 2004 July- June	Yes
Partners for All Kids- Grant Funded Program	Katie McGinnis Director, Child Care and School Readiness Easter Seals 22 Tompkins Street Waterbury, CT 06708 203-591-1814 x102	Early intervention assessment services for children in the School Readiness Program	\$130,127	2012-2016	Yes
State of Conncticut Office of Early Childhood	Lynn Johnson, Early Intervention Division Director The Office of Early Childhood 460 Capitol Ave., Hartford, CT 06106 860-418-6141	Birth to Three Early Intervention Services	\$8,600,000	7/1/12-6/30/17 Easter Seals has been a Birth to Three and Early Intervention provider for 25 years	Yes
First Partners Autism Services	Peggy Boyajian The Office of Early Childhood 460 Capitol Ave., Hartford, CT 06106 860-418-8714	Birth to Three Early Intervention Services- Autism specific program	Not to exceed \$8,000,000	7/1/12-6/30/2015 Easter Seals was a First Partners Autism Service provider from 2009-2015	Yes

Wallingford School District	Robert Mancusi Director of Pupil Personnel Wallingford School District 415 Church Street Wallingford, CT 06492 203-294-5946	Occupational Therapy Services for 5-21 year olds with special needs in the school district	Current School Year Contract \$375,561	August 2015-July 2016  Easter Seals has held this contract for approximately 15 years	Yes
Benhaven School	Linda Grimm, Director Benhaven School 125 North Plains Industrial Road Wallingford, CT 06492 203-239-6425	Occupational Therapy Services for students with Autism and related disabilities in this specialized educational setting	Current School Year Contract This is a fee for hourly service contract. \$135/hour as needed	August 2015-July 2016  Easter Seals has held this contract for approximately 7 years	Yes
Pomperaug H.S.	Kim Sussman, Spec. Ed. 234 Judd Rd. Southbury, CT 06488 203-262-3200	Work Evaluations and School to Work Transition services for school age youth with disabilities	Fee for service based on individual needs of those served (see Attachment 1 for fee schedule)	This collaboration with local high schools has been in place for 15 years	Yes
Naugatuck H.S.	Kerri McDowal, Transition Coordinator 543 Rubber Avenue Naugatuck, CT 06770 203-720-5443				
Crosby H.S.	Lori Rinaldi, Transition Coordinator 300 Pierpont Rd. Waterbury, CT 06705 203-574-8061				
Woodland H.S.	Elise Cronk, Transition Coordinator 135 Bark Rimmon Rd. Beacon Falls, CT 06403 203-881-5551				
Acce H.S.	Bill Jacobs, Transition Coordinator 205 Skiff Street Hamden, CT 06517 203-281-3577				
State of Connecticut Department of Rehabilitation Services	Nora Bishop, Education Consultant Department of Rehabilitation Services 22 Sigourney Street Hartford, CT 06106 860-424-4844	Vocational Rehabilitation Services including pre-employment transition skill development for school age youth age 14-21.	\$200,000	March 2016-February 2021	In Process
State of Connecticut Department of Developmental Services	Shannon O'Brien Assistant Regional Director-West Region Rowland Gov't Center 55 West Main Street Waterbury, CT 06702 203-805-7414	Adult Day Services, Prevoc. Training, Group Supported Employment, Individual Supported Employment	\$10,590,000	7/1/13-6/30/16 Contracts have been held with DDS for these services for 20+ years	Yes

c. Personnel Listing:

At the core of its mission, Easter Seals is committed to serving those with special needs and engaging with community partners to do so. At the current time we employ a talented and skilled Board Certified Behavior Analyst (BCBA). Lisa Brayton, BCBA is employed in the Easter Seals Birth to Three program and has been with the Easter Seals organization for 10 years. (Resume-Attachment 2)

Easter Seals' success is built on its reputation of delivering excellent service and fulfilling its contractual obligations (as noted above in the summary of experience). We are actively recruiting a BCBA to meet the requirements of this Request for Proposal and feel strongly that we will attract the right professional to meet the needs of this position. The job description, (Attachment 3) outlines the requirements necessary to be successful in this role. To date we are actively pursuing applicants to consider for this role. Easter Seals commits to the City of Waterbury Department of Education that the BCBA position will be filled and will meet the requirements and needs of this request before the contract start date of July 1, 2016. Easter Seals is aware that the candidate must be approved by the Department of Education.

The BCBA candidate will have coordination and leadership skills, commensurate experience and demonstrated ability in oversight and monitoring of student programs, development of student Individual Education Plan goals and objectives, development and modification of student behavioral plans, assessment and supervision of behavioral therapy services, ability to interact with school faculty, family members, students and the knowledge base to successful in the school district.

Easter Seals is also actively recruiting for Behavior Therapists who meet the requirements set forth in the RFP. The job description (Attachment 4) outlines the requirements necessary to be successful in this role. Today, we have several applicants to review and consider for this role.

Easter Seals understands that all personnel assigned to this contractual agreement must be approved by the Waterbury Public School or City and agrees to have all documentation related to credentialed individuals in place prior to the start of the contract. Drug testing, background checks, DCF registry checks and training from the Department of Children and Families on the child abuse and neglect mandated reporter law is part of the Easter Seals onboarding process and will be completed on all individuals assigned to this contract.

d. Conflict of Interest:

Easter Seals has no conflict of interest as it relates to this RFP.

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

- a. Qualifications: As noted previously, Easter Seals is a private provider of rehabilitation services and has been established in this community since 1958, demonstrating nearly 60 years of quality outcome based services for the disabled. As it relates to this Request For Proposal, Easter Seals has demonstrated its qualification through its success with its All Kid Child Care School Readiness programs, its establishment of the Partners for All Kids grant funded program, its fulfillment of the Birth To Three contract with the State of Connecticut, its development of First Partners Autism Program, its work with the Pre-Employment Transition (PET) Program (School to Work transition) and its involvement in the Summer Youth Employment Program. Details of these programs are noted below. Each demonstrates Easter Seals' capabilities and commitment to the education and training of individuals with special needs.

**All Kids Child Care School Readiness Program:** Easter Seals has operated three school readiness programs for 18 years. With 269 school readiness slots over three locations in Meriden and Waterbury, All Kids has developed a reputation of a high quality early care and educational experience. All Kids accepts children of all abilities and has an integrated setting incorporating those children with special needs into the classroom. These special needs include autism, behavioral disorders, visual impairments and developmental delays. All Kids Child Care is accredited by National Association of Educating Young Children (NAEYC) at all three sites demonstrating a commitment to excellence. All Kids Child Care maintains best practices and an environment that fosters growth and development of the pre-school child. Classroom staff interacts directly with local school systems, Birth to Three providers and other community agencies to ensure a holistic approach to early care and education.

The leadership staff is well integrated in the community as active members of the Waterbury Regional Chamber's Leadership Greater Waterbury Program and Waterbury's Bridge to Success program. Recently the Director of All Kids Child Care was asked to sit on Mayor O'Leary's Early Childhood Quality Challenge. All Teachers at All Kids Child Care are required to have a Bachelors' degree in Early Childhood Education or a related field. The Assistant Teachers are required to have post-secondary credits in Early Childhood Education. Easter Seals ensure the staff receives regular professional development opportunities which assist each member of the organization to continue in his or her professional growth.

**Partners for All Kids (PAK Grant Funded Program):** This program, funded by the Lever Foundation and Easter Seals, was developed by Easter Seals and administered at All Kids Child Care and School Readiness Program from 2013-2016. The PAK program was designed to assist Early Childhood programs in helping children with disabilities, behavioral needs, and developmental concerns to better transition to and succeed in the school environment. The program includes screening and assessment upon entering the program. Easter Seals has screened 566 children and created 23 individual plans which have supported the children to be successful in their preschool experiences. The PAK team includes a Board Certified Behavioral Analyst, Masters of Social Work interns, a Licensed Clinical Social Worker, Licensed Masters of Social Work, and a Masters prepared educator. The impact of the intervention techniques has made positive changes in the classrooms and at home. The PAK program also supports the children's growth through small group activities which teach social skills and self-regulation. The PAK program was recently evaluated by an external third party to demonstrate the reliability and validity of the program.

**Birth to Three Program:** Easter Seals started its first center based multidisciplinary early intervention program in 1981. This was prior to the Department of Education's state funded early intervention program. Easter Seals then provided early intervention services under the direction and funding of the State Department of Education until 1996. Since 1996 Easter Seals Birth to Three Program has provided early intervention services to thousands of families under the Connecticut's Department of Developmental Services (DDS) now under the Connecticut Office of Early Childhood (OEC). This is a state program operating under the requirements of Part C of the federal Individuals with Disabilities Education Act. Easter Seals currently provides early intervention supports and services to families in the following towns: Cromwell, Groton, Ledyard, Meriden, Middletown, Montville, New London, North Stonington, Norwich, Oxford, Preston, Salem, Scotland, Sterling, Stonington, Voluntown, Wallingford, and Windham. All early intervention services occur in the natural setting, using a primary provider model incorporating coaching as a method of instruction focused on evidenced based practices. Easter Seals follows the mission of the Connecticut Birth to Three System which is:

".... to strengthen the capacity of Connecticut's families to meet the developmental and health-related needs of their infants and toddlers who have delays or disabilities."(birth23.org)

The current multidisciplinary team of professional staff include; Occupational Therapists, Speech Language Pathologists, Physical Therapists, Board Certified Behavioral Analysts, Early Intervention Associates, Special Educators, Teachers, Licensed Clinical Social Workers. The program currently serves approximately 140 families. Easter Seals provide approximately 20-28 developmental evaluations per month as well as write approximately 15-20 initial Individual Family Service Plans with families per month.

**First Partners Autism Program:** From 2008-2015 Easter Seals was approved by the Office of Early Childhood to provide autism specific Birth to Three programming in greater Waterbury, Danbury and Meriden service areas. The First Partners program provided a coordinated program of comprehensive services and supports for children and families. The program was driven by family choice and a respect for the individual family culture. First Partners completed a thorough evaluation of each child and provided a basis on which individualized programming was established. The intervention was based on a developmental curriculum designed to address the specialized needs of children with autism. Intervention was carefully planned, consistent and it occurred in the natural environment. Intervention was provided in accordance with the best practices in early intervention, Connecticut Birth to Three System Guidelines, and with the Individuals with Disabilities Education Act Part C.

First Partners served approximately 79 families per year.

**Pre-Employment Transition Program:** Easter Seals is a Department of Rehabilitation Services provider of pre-employment transition services for youth ages 14-21. Known as the "school to work program" this program provides workplace readiness training and work-based learning experiences to youth with disabilities. The goal of this training is to develop vocational aspirations through job exploration allowing for informed choices related to potential careers. Career assessment services include career building blocks, job exploration, interview preparedness, and job shadowing experiences. Additionally, Easter Seals provides work site development, youth employment supports including orientation, on-site supports and exit interviews.

**High School to Work Transition Services:** Based on referrals from high school transition coordinators, Easter Seals has worked collaboratively with area schools such as Pomperaug High school, Naugatuck High School, Crosby High School, Woodland High School and Aces High School to service disabled students who are transitioning from school to employment or day services. This has been on a fee for service basis and in some cases this working relationship has stretched over a period of 15 years. Services include Work Evaluations which involve attendance at student team meetings, securing desired employer sites, job coaching and providing written reports of Work Evaluation results. Work Transition Services also include providing supervision and coaching to increase work days at employer sites for junior and senior years as well as actual transition to employment. For those not moving to competitive employment, the focus of services is placed on a smooth transition to community based day services.

In addition to the local programming provided by Easter Seals, the organization has a national network of resources and information to draw upon as it relates to best practices



and advocacy to better serve those with disabilities. As a local affiliate of the National Easter Seals organization, the benefits of this connection are invaluable.

- b. Work Plan: As noted, Easter Seals is committed to employing a qualified BCBA and a staff of Behavior Therapists to meet the needs of this role. Once chosen the candidates would complete the onboarding process for Easter Seals to include appropriate pre-hire drug screening, DCF background checks and review of references. The selected candidates would complete Easter Seals new hire orientation in accordance with organizational processes. As part of this orientation, education will include legal obligations of confidentiality as well as training on the child abuse and neglect mandated reporter law. Initially the BCBA would report and be accountable to the President. Behavioral Therapists would be overseen by the BCBA. Easter Seals will maintain a record of the hours worked in these roles and will collect and maintain required data. The employees will be required to demonstrate proof of ongoing maintenance of credentials. All role responsibilities will be understood by the candidates prior to beginning with the school district including the responsibility of learning and demonstrating competence on the Waterbury Public School's web-based IEP system for reports and Medicaid documentation in a form that is acceptable to the Administration and is compliant with the Connecticut Department of Social Services. Easter Seals will review the requirements of the contract with the employees so as to fully disclose the obligations of Easter Seals and the roles. Easter Seals will monitor the contract regularly by meeting with the BCBA to review activities and progress as well as the integration into the district. Easter Seals is also available for a regular review of performance with the Waterbury Department of Education to assure services are meeting the needs of the district.
  - c. Services Expected of the City: Easter Seals would expect that the contracted BCBA and Behavior Therapists to be fully oriented to the culture and policies and procedures of the school district. It will be important for this onboarding to include introduction to all related school personnel and provision of school tours. Easter Seals would also expect that Easter Seals employees working under this contract would be in-serviced on the techniques currently used in the Waterbury School district for behavior de-escalation, restraint and seclusion. It is also requested that the school district provide Easter Seals with the data/reporting requirements necessary to fulfill this contract.
4. **Cost Schedule:** As per RFP instructions the Cost Proposal is provided in a separate sealed envelope marked "Confidential: Cost Proposal."

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

- a. Have you every failed to complete any work awarded to you? If so where and why? **NO**
- b. Have you ever defaulted on a contract? Is so where and why? **NO**
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe. **NO**
- d. Has your firm every had a contract terminated for cause within the past five years? If yes, **provide** details. **NO**
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details. **NO**
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details. **NO**
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware? **NO**

**6. Exceptions and Alternatives:**

In the Conditions section of the Request for Proposal #6 states that "The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project." Easter Seals respectfully takes exception to this requirement. As a fiscally responsible and tightly managed organization, it would be unlikely that Easter Seals would have individuals of this level of expertise on staff and available full time for these roles and not otherwise engaged in an assignment of an important and valuable nature. In other words, Easter Seals has a Board Certified Behavior Analyst and Special Educators on staff; however these individuals are not available immediately to transition to either of these two roles without compromising another contract that is held by the organization. As an alternative, Easter Seals requests that consideration be given to the organization which has the intention of securing the necessary personnel to fulfill this RFP. In this scenario, Easter Seals would be assured that when qualified individuals are hired, there would be a contractual relationship with the City of Waterbury Department of Education and the positions would be adequately supported.

**7. Additional Data:**

None

**Easter Seal Employment Industries**  
**FEE SCHEDULE**

<b><u>PROGRAM SERVICES</u></b>	<b><u>UNIT OF SERVICE</u></b>	<b><u>SERVICE FEE</u></b>
<b>Comprehensive Vocational Evaluation Employment Planning Services</b>	Per Hour	\$54.42
<b>Job Placement Services – BRS (3 Installments)</b> <ul style="list-style-type: none"> <li>• Job Search</li> <li>• Job Placement</li> <li>• Job Retention for 90 days</li> </ul>	Per Installment	\$430.17
<b>OJT Opportunity Development (On-the-Job-Training)</b> <ul style="list-style-type: none"> <li>• Job Development and Job Seeking Skills</li> <li>• Employment Placement</li> </ul>	Per Installment	\$860.34
<b>Situational Assessment Services (BRS)</b> <ul style="list-style-type: none"> <li>• Working Interview – Assessment for Hire <ul style="list-style-type: none"> <li>➢ Site Dev. 1<sup>st</sup> Installment - \$455.42</li> <li>➢ Site Dev. 90 day retention - \$265.59</li> </ul> </li> <li>• Work Evaluation – Assessment Only <ul style="list-style-type: none"> <li>➢ Site Dev. Installment - \$505.92</li> </ul> </li> <li>• On-site Evaluator - \$54.42 per hour</li> <li>• Comprehensive Report - \$108.84</li> <li>• Consumer Wages - \$11.58 per hour</li> </ul>		
<b>Supported Employment</b> <ul style="list-style-type: none"> <li>• Enclave</li> <li>• Work Crews</li> </ul>	Per Day	\$69.08
<b>Work Adjustment Training Organizational Employment Services</b>	Per Day	\$69.08
<b>Veterans Services</b> <ul style="list-style-type: none"> <li>• Job Development</li> <li>• Job Placement (starts employment)</li> <li>• Employment Follow-up &amp; Retention Services</li> <li>• On-Site Job Coaching</li> <li>• 90 Day Retention</li> </ul>	Per Hour Installment Per Hour Per Hour Installment	\$54.42 \$500.00 \$54.42 \$54.42 \$500.00
<b>School to Work Transition Services</b> <ul style="list-style-type: none"> <li>• Situational Assessment <ul style="list-style-type: none"> <li>◦ Consumer Wages</li> </ul> </li> <li>• Independent Placement <ul style="list-style-type: none"> <li>◦ Site Development - \$350.00</li> <li>◦ Job Placement - \$350.00</li> <li>◦ 90 Day Retention - \$350.00</li> <li>◦ On-Site Job Coaching</li> <li>◦ Consumer Wages (if not paid by employer)</li> </ul> </li> <li>• Mobile Work Crew</li> <li>• Industrial Work Center</li> </ul>	Per Hour Per Hour  Per Hour Per Hour Per Day Per Day	\$54.42 \$10.88  \$54.42 \$11.13 \$69.08 \$69.08
<b>Interview Preparedness Program</b>	Individual Group	\$63.53 \$160.59
<b>Acquired Brain Injury (ABI) Services</b>	Per Hour	\$35.25

2/13, 9/13, 6/14, 7/15

**Lisa Brayton**  
 47 Willcox Street  
 Bristol, CT 06010  
 Cell Phone: (860)965-6066  
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**WORK HISTORY**  
**2013-2015**

**BOARD CERTIFIED BEHAVIOR ANALYST of Birth-to-Three Program**

*Creative Interventions East Granby, CT*

- Provided outreach services to children and families
- Consulted with team members in the development of individualized family service plans
- Assessed children's baseline skills and developed skill acquisition programs
- Conducted Functional Behavior Assessments
- Created and implemented Behavior Intervention Plans
- Determined appropriate data collection method for individualized programs
- Monitored and observed staff members in the implementation of programs and data collection
- Analyzed data collected from skill acquisition and behavior intervention plans
- Adjusted programs as needed based on observations, data collection and staff/parent reports
- Modeled and discussed different prompting procedures to be used with individualized programs
- Attended team meetings for children
- Provided support to team members as needed

**2012-Present**

**BOARD CERTIFIED BEHAVIOR ANALYST of Birth-to-Three Program**

*Easter Seals Waterbury, CT*

- Responsibilities same as Lead Teacher and Special Education Teacher for Easter Seals

**2008-2012**

**LEAD TEACHER of Autism Specific Birth-to-Three Program**

*Easter Seals: First Partners Program Waterbury, CT*

- Conducted Autism Assessments using a variety of tools including the Autism Diagnostic Observation Schedule (ADOS)
- Provided consultative or direct services as outlined on a child's Individualized Family Service Plan (IFSP)
- Assessed children's baseline skills and progress over time using appropriate curriculum
- Developed individualized programs for each child based on outcomes and identified needs
- Determined appropriate data collection for individualized program
- Reviewed and analyzed child data
- Supervised and observed the appropriate implementation of individualized programs
- Assisted in the training of new/current employees
- Provided input for performance reviews
- Had frequent conversations with families about choice in evidence-based practices
- Assisted in development of an Individualized Family Service Plan (IFSP)
- Provided ongoing support to staff members regarding concerns and questions
- Conducted Functional Behavior Assessments
- Developed Behavior Intervention Plans
- Additional responsibilities same as Special Education Teacher responsibilities

**2006-2008:**

**SPECIAL EDUCATION TEACHER of Birth-to-Three Program**

*Easter Seals Waterbury, CT*

- Conducted eligibility, annual and transition evaluations
- Worked closely with families to ensure their understanding of suggested strategies within the daily routines
- Provided early intervention services for children birth to age three
- Team member of a transdisciplinary team model
- Possessed a knowledge of child development and intervention skills relative to child development and family systems
- Provided community resources to families
- Helped families with the transition process out of Birth-to-Three
- Communicated with local school districts as part of the transition process

## **Lisa Brayton**

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**2001-2005**

### **SPECIAL EDUCATION TEACHER**

***Plymouth Board of Education***

***Plymouth, CT***

- Adapted lessons for K-2<sup>nd</sup> grade (2001-2002)
- Adapted lessons for Pre-K children (2002-2005)
- Established a positive learning environment using behavior management
- Created and implemented IEP's based on each student's individual needs
- Communicated with parents through home visits and individual contact sheets
- Conducted evaluations on children using different evaluation tools
- Created an environment based on the CT State benchmarks
- Participated in the referral and PPT process of special education students

**2001**

### **STUDENT TEACHER**

***East Haddam Board of Education***

***Moodus, CT***

- Developed lesson plans for a class of 23 first grade students
- Guided and assessed children during guided reading groups
- Participated in planning a six week multicultural unit about Africa
- Focused and adapted lessons to meet the needs of kindergarten students

**1999-2000**

### **TEACHER'S AIDE**

***Marlborough Elementary Child Care Association***

***Marlborough, CT***

- Supervised sixty school-aged children in an after school setting
- Facilitated appreciation of the arts through relative activities

**1999-2000**

### **TEACHER'S ASSISTANT**

***Joni's Preschool***

***Farmington CT***

- Planned, prepared and implemented educational activities
- Communicated with parents on a daily basis
- Created weekly thematic lesson plans
- Coordinated preschool graduation for 17 students

## **EDUCATION**

**5/31/12**

**Board Certified Behavior Analyst**

Certification Number: 1-12-11822

**2010-2011**

**Saint Joseph College**

Certificate in Applied Behavior Analysis

**2009**

**Central Connecticut State University**

Master of Science in Special Education

**2001**

**Eastern Connecticut State University**

Bachelor of Arts in Psychology

Certification: Integrated Early Childhood/Special Education, N-K; Elem. 1-3 (113)

## **Lisa Brayton**

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### **RELEVANT TRAININGS**

<b>2015</b>	Introduction to the Early Start Denver Model
<b>2015</b>	Functional Analysis and Treatment, Brian Iwata
<b>2014</b>	Supervision, Part 1 and 2
<b>2014</b>	Using ABA to Address Feeding Issues
<b>2014</b>	Ethical Issues Related to Behavior Intervention Plans
<b>2012</b>	Maximizing Outcomes for Young Children with Autism Spectrum Disorders: Intensity of Intervention Re-Defined
<b>2011</b>	Service Guideline 1: Autism Spectrum Disorder: A Close Look at Specific Intervention Practices
<b>2009</b>	Reflective Supervision
<b>2008</b>	Functional Behavioral Assessments for Young Children
<b>2008</b>	Introduction to Verbal Behavior Workshop
<b>2008</b>	Newborn Behavioral Observation System
<b>2008</b>	Advanced Follow-up ADOS Training
<b>2008</b>	Using Applied Behavior Analysis with Preschoolers with ASD (advanced session)
<b>2007</b>	Assessing Toddlers and Preschoolers using the Autism Diagnostic Observation Schedule (ADOS)
<b>2007</b>	Autism Spectrum Disorders: The SCERTS Model for Enhancing Communicative and Socio-emotional Competence
<b>2007</b>	Using Applied Behavior Analysis with Preschoolers with ASD
<b>2007</b>	The Picture Exchange Communication System (PECS) through Pyramid Educational Consultants
<b>2007</b>	Supporting Toddlers with Social-Communication Delays
<b>2006</b>	Service Coordination Training

*References Available upon Request*

**Easter Seals Rehabilitation Center of Greater Waterbury Inc.**

**Board Certified Behavior Analyst (BCBA) – School Based  
Job Description**

**Summary**

The Board Certified Behavior Analyst (BCBA) serves as the clinical supervisor of school based therapy and behavioral services. In collaboration with the school staff the BCBA oversees and monitors student programs, develops appropriate Individual Education Plans, and directs and leads behavioral therapy services within the school setting. The BCBA serves as a resource to school staff to facilitate inclusion and transition efforts. The BCBA is responsible for adhering to legal requirements and principles demonstrating sound professional judgment.

**Responsibilities:**

- Conducts functional behavior assessments, observations & recommend positive behavior supports for children with Autism Spectrum Disorders and other related disorders.
- Ensures that all treatment methodologies are evidence-based and reflect the most recent research findings.
- Demonstrates proficiency in the development of Individual Education Plan goals and objectives.
- Modifies instructional and behavior support plans.
- Attends and participate PPT meetings.
- Conducts student assessments across settings including curriculum, environmental, preference and behavior.
- Provides leadership, direction and supervision to staff providing Behavior Therapy Services.
- Works closely with the Behavior Therapists in their provision of direct services, and provide the needed resources and guidance to assist clients, parents, and Behavior Therapists in the development and implementation of behavior protocols.
- Reviews and evaluates the performance of the direct staff member to ensure the proper implementation of treatment plan.
- Facilitates inclusion and transition effort for students.
- Provides support to and work collaboratively with school staff, administration and families.
- Provides training as needed to school staff and parents.
- Creates and maintains all necessary documentation and reports in the required format for the successful implementation of behavioral services.

**Qualifications:**

- MA or Doctorate in behavior analysis or in psychology, special education or another human service discipline with an emphasis in behavior analysis
- Experience with ABA theory and practice
- Board Certification.

- Minimum 3 years of experience in evaluation and treatment of children autism and other related disorders required.
- Minimum 1 year experience overseeing Behavior Therapists
- Demonstrated collaboration and organizational skills.

Classification: Exempt  
2016



**Easter Seals Rehabilitation Center of Greater Waterbury Inc.**

**Behavior Therapist – School Based  
Job Description**

**Summary:**

The Behavior Therapist works under the direction of the Board Certified Behavior Analyst or other classroom personnel, providing services to student with disabilities relating to instruction and behavioral plans. The Behavior Therapist is responsible for working with students ages Pre-K to 21 years in the classroom setting, maintaining and monitoring students to generalize skills in an inclusive setting.

**Responsibilities:**

- Provides classroom support and instruction for students with disabilities including autism and behavior disorders.
- Follows students' instructional and behavior plans and provides support and services in accordance with the plan.
- Maintains and collects appropriate data in regards to the plans.
- May attend and participate PPT meetings.
- Works closely with the Board Certified Behavior Analyst, classroom teachers and staff to provide direct services to students seeking out supervision and direction as needed.
- Creates and implements behavior and academic lesson plans in collaboration with certified staff.
- Follows all policies, procedures and protocols as it relates to behavior de-escalation techniques, restraint and seclusion.
- Demonstrates flexibility and a collegial and collaborative attitude with co-workers and school staff.
- Creates and maintains all necessary documentation and reports in the required format for the successful implementation of behavioral services.

**Qualifications:**

- Bachelor's Degree in Behavior Therapy, Special Education, Education or related Human Service Field
- Experience with ABA theory and practice preferably in an educational setting
- Experience working with individuals with disabilities including those with autism or behavior disorders

### CORPORATE RESOLUTION

I, Kellie Jandreau, hereby certify that I am the duly elected and acting Secretary of Easter Seal Rehabilitation Center of Greater Waterbury, Inc. a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 26th day of January, 2016.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Easter Seal Rehabilitation Center of Greater Waterbury, Inc. corporation this 7th day of April, 2016.

  
Secretary

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

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

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

State of Connecticut

ss: Waterbury

County of New Haven

Lorraine C. Shea, being first duly sworn, deposes and says that:

1. I am the ~~owner, partner, officer, representative, agent or~~ President of ~~Center for Alcohol Rehabilitation~~ Center of Greater Waterbury, Inc. (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**

X 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
NONE				
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 Easter Seal Rehab. Ctr. wtbu		NONE	School readiness	
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 Access Rehab LLC	22 Tompkins St	member of corporation
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1 NONE			
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		Access Rehab, LLC	22 Tompkins St	
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 NONE		
2		
3		
4		

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

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business

23

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

State of Connecticut )

) SS

County of New Haven )

Loraine Shea being duly sworn,

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

Subscribed and sworn to before me this 7 day of April 2016.

My Commission Expires:

8/31/2017

CCH  
(Notary Public)

CARMEN G. HALL  
Notary Public State of Connecticut  
My Commission Expires Aug. 31, 2017

ATTACHMENT C

ROCCO ORSO  
DIRECTOR OF PURCHASING  
236 GRAND STREET  
WATERBURY, CT 06702

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

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

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

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

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

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

06-0737391  
Social Security Number  
or Federal Identification Number

Easter Seal Rehabilitation Center of Greater  
Signature of Individual or Corporate Name Waterbury, Inc.  
Loraine C. Shea  
Corporate Officer  
(if applicable)

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

Name Easter Seal Rehabilitation Center of Greater Waterbury, Inc.  
By: Loraine C. Shea, President  
(Title)

Business Address: 22 Tompkins St. Waterbury CT 06708  
(City, State, Zip Code)

Phone: 203-754-5141

Date: April 7, 2016

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



**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in 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." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

Company Name <u>Easter Seal Rehabilitation Center of Greater Waterbury, Inc.</u> Street Address <u>22 Tompkins St</u> City & State <u>Waterbury, CT 06708</u> Chief Executive <u>Lorraine C. Shea</u>	Bidder Federal Employer Identification Number <u>06-0737391</u> Or Social Security Number _____
Major Business Activity (brief description) <u>Disability Rehabilitation, School Readiness Education, Out patient Rehabilitation, Birth to Three Services</u>	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No <u>X</u> -Bidder is a minority business enterprise Yes ___ No <u>X</u> (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (if any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. <u>Meriden, Norwich</u> (if any)	

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <u>X</u> No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat? Yes <u>X</u> No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <u>X</u> No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <u>X</u> No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <u>X</u> No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No <u>X</u>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <u>X</u> No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <u>X</u> No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <u>X</u> No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA <u>X</u>
6. Does your company have a collective bargaining agreement with workers? Yes ___ No <u>X</u> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes <u>X</u> No ___ If no, please explain.
	13. Is there a person in your company who is responsible for equal employment opportunity? Yes <u>X</u> No ___ If yes, give name and phone number. <u>Carol Flament 203-754-5141</u>

# Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes \_\_\_ No X

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes \_\_\_ No \_\_\_

## PART IV - Bidder Employment Information

Date: 09/15/2015

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management	45	7	36	1					1		
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists/Technicians	5	1	4								
Architecture/Engineering											
Office & Admin Support	17		14	1			2				
Bldg/ Grounds Cleaning/Maintenance	8	3				3	2				
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers	6	4		2							
Production Occupations/ Service Workers	79	8	38	4	9		16		4		
TOTALS ABOVE	160	23	92	8	9	3	20		5		
Total One Year Ago	179	32	95	7	15	2	22		6		
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

## PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	✓		1%	X	Work Experience	
Private Employment Agencies		✓		X	Ability to Speak or Write English	
Schools and Colleges	✓		1.75%	X	Written Tests	
Newspaper Advertisement	✓		3%	X	High School Diploma	
Walk Ins	✓		14%	X	College Degree	
Present Employees	✓		10%		Union Membership	
Labor Organizations		✓			Personal Recommendation	
Minority/Community Organizations	✓		.25%		Height or Weight	
Others (please identify)	✓		70%		Car Ownership	
online					Arrest Record	
Identist, Indeed, Monster					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) <i>Loraine P. Shee</i>	(Title) President	(Date Signed) April 7, 2016	(Telephone) 203-754-5141
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**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:

Easter Seal Rehabilitation  
Center of Greater  
Waterbury, Inc.

Print Name and Title of Authorized Representative:

Lorraine C. Shea

Signature of Authorized Representative:

Lorraine C. Shea

Date: April 7, 2016

## **ATTACHMENT A**

Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Included as  
part of Consultant's Response)  
Certificates of Insurance



# **Waterbury Public Schools**

**Elaine M. Skoronski  
Special Education Department  
236 Grand St., 2<sup>nd</sup> Floor  
Waterbury, CT 06702  
Phone 203-346-3505 Fax 203-573-6694**

June 28, 2016

Honorable Commissioners of  
The Waterbury Board of Education  
Waterbury, CT

And

Honorable Aldermen of the  
Waterbury Board of Aldermen  
Waterbury, CT

Re: Contract between City of Waterbury and Rob Davis dba Summit Support  
Services

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with Rob Davis dba Summit Support Services for the provision of a Board Certified Behavior Analyst to provide support, supervision and behavior therapy services for the Waterbury School District and students with disabilities in the total not to exceed amount of Four Hundred Eighty Thousand Dollars (\$480,000.00) for a three year term as follows: for each school year, July 1, 2016- June 30, 2017, July 1, 2017-June 30, 2018 and July 1, 2018-June 30, 2019, an amount not to exceed One Hundred Sixty Thousand which includes 1,600 hours of service at the rate of One Hundred Dollars per hour.

As the Board knows, services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA) are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). However, the department can elect to undertake the process which our department did to save the City money. The Waterbury Special Services Department sent out a Request for Proposal # 5443 for services needed for students with disabilities including: one Board Certified Behavior Analyst to provide up to 1,600 hours of service a year.



Three vendors submitted proposals. Our department formed a committee to review the proposals and conducted interviews with all proposers. Thereafter each member scored each proposer based on the following factors. The Committee looked at vendor experience providing the services, their contract and PO experience, their capacity to provide therapists when requested, the qualifications and experience of the therapists they provide, billing procedures and billable time and completeness of the bid responses.

As required by purchasing procedures, the proposers were rated based on the proposals without the Committee knowing the hourly rates for each service bid. Rob Davis dba Summit Support Services scored the highest and first. Easter Seals scored second and Soliant Health of Florida was rated last at third.

The Committee then reviewed the hourly rates submitted by each proposer and saw that Rob Davis had the highest rate but he had also reduced his rate from the rate he currently charges to the District. Mr. Davis scored the highest and also submitted a lower hourly rate, which saves the District \$40,000 a year. Although Easter Seals and Soliant had lower rates, Mr. Davis' rate is competitive and he scored the highest in all the categories reviewed by the Committee. The Special Education Director, on behalf of the Committee recommended that the contract be awarded to Rob Davis, dba Summit Support Services. The Purchasing Director of the City of Waterbury awarded the contract to Mr. Davis.

This contract is paid for by general funds and the tax clearance is ordered but not yet received.

Respectfully Submitted,



Elaine M. Skoronski

**PROFESSIONAL SERVICES AGREEMENT**

**RFP No. 5443**

**for**

**Board Certified Behavior Analyst Services**

**between**

**The City of Waterbury, Connecticut**

**and**

**Rob Davis dba Summit Support Services**

**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 Rob Davis dba Summit Support Services, located at 988 Guilford Center Road, Guilford Vermont 05301, a State of Vermont duly registered domestic corporation (the "Consultant").

**WHEREAS**, the Consultant submitted a proposal to the City responding to **RFP No. 5443** for Board Certified Behavioral Analyst Services; and

**WHEREAS**, the City selected the Consultant to perform said services as set forth in **RFP No. 5443**; and

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

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

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

**1.1.** The Project consists of the provision of a Board Certified Behavior Analyst to provide services to Waterbury Public School children between the ages of three to twenty-one (3-21), with disabilities and behavioral needs and other related services in accordance with each individual child's Individual Education Plan (I.E.P). The Project also consists of all services as more particularly detailed and described in **Attachment A** which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. Scope of Services, consisting of one page
- ii. City of Waterbury Request for Proposal Number 5443, consisting of 9 pages, (Excluding City of Waterbury Sample Professional Services Agreement, which is incorporated herein by reference.)
- iii. Addenda Number 1 to City of Waterbury Request for Proposal Number 5443, dated April 6, 2016, consisting of 2 pages. (Attached hereto)
- iv. Consultant's response to City of Waterbury Request for Proposal Number 5443, consisting of 14 pages, attached hereto responses
- v. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (Incorporated by reference)
- vi. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Attached hereto)
- vii. Certificates of Insurance (Attached hereto)
- viii. All applicable Federal, State and local statutes, regulations charter and ordinances (Incorporated by reference)
- ix. All licenses. (Incorporated by reference)

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

- i. This Contract
- ii. City of Waterbury Request for Proposal Number 5443 and related addenda
- iii. Consultant's response to City of Waterbury Request for Proposal Number 5443.

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

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

its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

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

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

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

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

**3.5. Standard of Performance.** All labor, services, materials, reports, plans, documents, deliverables, and incidentals shall conform in all respects with the requirements of all this Contract, and shall be of the highest professional standards. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

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

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

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

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

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

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

**3.8. Reporting Requirement.** The Consultant shall deliver periodic, written reports to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant'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 the Consultant.

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

**3.9. Confidentiality/FERPA** The Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules

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

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

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

**3.10. Criminal Background Checks.** The Consultant represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. The Consultant further warrants and represents that it has conducted a state and federal criminal history records check and a DCF Registry check of each individual and no violations have been reported. The Consultant represents that each worker who performs a service involving direct student contact has submitted his or herself to a state and national criminal history records check. The City and Board shall rely upon these representations.

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

**5. Contract Time.** The Consultant shall commence all work and services required under this Contract on July 1, 2016 and shall complete all work and services required under this

Contract by June 30, 2019. The work and services as provided under this Contract shall be provided each year, during the school year and during the summer months. ("Contract Time"):

**5.1.** Time is and shall be of the essence for completion of the Project. The Consultant 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 the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

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

**6.1. Fee Schedule.** The fee payable to the Consultant shall not exceed **FOUR HUNDRED EIGHTY THOUSAND DOLLARS and ZERO CENTS (\$480,000.00)** and shall be in accordance with Consultant's proposal, with the basis of payment being as follows:

i. An amount not to exceed **ONE HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$160,000.00)** per school year, for up to One Thousand Six Hundred (1,600) hours in services at the rate of One Hundred Dollars and Zero Cents (\$100.00) per hour.

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

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

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



payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Consultant in preparing its proposal for **RFP No. 5443** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

**7. This section intentionally left blank.**

**8. Indemnification.**

**8.1.** The Consultant 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 the Consultant, 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 the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

**9. Consultant's Insurance.**

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

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

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

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

**9.4.1 General Liability Insurance:** \$1,000,000.00 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**

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

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

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

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

**9.4.6 Abuse/Molestation Liability Insurance: \$1,000,000.00 each claim. \$1,000,000.00 aggregate limit**

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

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

**9.7. Certificates of Insurance:** The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City,

subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the

Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

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

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

with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

**12. This section intentionally left blank.**

**13. Termination.**

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

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

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

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

as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

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

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

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

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

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

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies,

reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

**25. Contract Change Orders.**

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

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

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

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

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

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

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

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City

designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 5443** and (ii) the Consultant's proposal responding to the aforementioned **RFP No.5443**.

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

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

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

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

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

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

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

Consultant: Rob Davis Doing Business as Summit Support Services  
988 Guilford Center Road  
Guilford, Vermont 05301

City: City of Waterbury  
c/o Department of Special Education  
236 Grand Street, Third Floor  
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City

upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

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

**WITNESSES:**

**CITY OF WATERBURY**

\_\_\_\_\_

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

\_\_\_\_\_

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

**WITNESSES:**

**ROB DAVIS DBA SUMMIT SUPPORT SERVICES**

\_\_\_\_\_

By: \_\_\_\_\_  
Robert A. Davis, Sole Proprietor

\_\_\_\_\_

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



## ATTACHMENT A

- i. Scope of Services, consisting of one page
- ii. City of Waterbury Request for Proposal Number 5443, consisting of 9 pages, (Excluding City of Waterbury Sample Professional Services Agreement, which is incorporated herein by reference.)
- iii. Addenda Number 1 to City of Waterbury Request for Proposal Number 5443, dated April 6, 2016, consisting of 2 pages. (Attached hereto)
- iv. Consultant's response to City of Waterbury Request for Proposal Number 5443, consisting of 14 pages, attached hereto responses
- v. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (Incorporated by reference)
- vi. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Attached hereto)
- vii. Certificates of Insurance (Attached hereto)
- viii. All applicable Federal, State and local statutes, regulations charter and ordinances (Incorporated by reference)
- ix. All licenses. (Incorporated by reference)

**ATTACHMENT A**

Scope of Services, consisting of one page

### **Scope of Services**

1. The Consultant will provide the services of one fulltime Board Certified Behavior Analyst (BCBA) with the qualifications set forth above who will provide supervision, training and related services as requested by Administration for students with disabilities, pre-K through Grade 12, for up to 1,600 hours during the school year and in the summer.
2. The Board Certified Behavioral Analyst shall have the following duties and responsibilities: oversee and monitor student programs, develop appropriate Individual Education Plan goals and objectives for students, modify instructional and behavior support plans with school staff, work collaboratively with school staff and administration and families, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by administration, conduct assessments across settings (curriculum, environmental, preference, behavior), facilitate inclusion and transition efforts, including but not limited to transitions to schools and staff, coordinate district wide on-site visits as directed by administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to school staff as needed, upload reports and other documents on the Waterbury Public School's web-based IEP system, parent training and support as requested by administration and other related duties as directed by administration.
3. The Consultant shall maintain detailed records of all of the services it provides as requested by administration and will prepare reports on their services as required by Administration and shall require all staff to utilize the Waterbury Public School's web-based Individual Education Plan (IEP) system for reports. All reports prepared by the Consultant will be provided to administration prior to making them available to third parties.
4. The Consultant shall provide to the Waterbury Public School all required Medicaid documentation in a form and manner acceptable to the Administration and the City and which is in compliance with the State of Connecticut Department of Social Service and its rules and regulations.
5. The Consultant shall provide all substitutes for its staff who possess the same credentials and experience as the regular staff.

## **ATTACHMENT A**

City of Waterbury Request for Proposal Number 5443, consisting of 9 pages,  
(Excluding City of Waterbury Sample Professional Services Agreement, which is  
incorporated herein by reference.)

**REQUEST FOR PROPOSAL**  
**BY**  
**THE CITY OF WATERBURY**  
**(DEPARTMENT of EDUCATION)**  
**(Title: Board Certified Behavior Analyst Services)**  
**Bid # 5443**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a Board Certified Behavior Analyst (BCBA) to provide services to the Waterbury public schools and to students with disabilities ages 3-21 with behavior needs and other related work as set forth in the scope of services below for the time period commencing July 1, 2016 through June 30, 2019 consisting of 1,600 hours per contract year.

**A. Background and Intent**

The purpose of this request is to obtain hourly cost proposals for the next three school years from reliable, experienced and licensed professional proposers who can provide behavior therapy services as set forth in the scope of services.

**B. Qualifications**

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP.
2. A proposer with a proven track record in providing these types of or similar services for Connecticut school districts in a timely fashion within budget to the school district's satisfaction. List all school contracts your business has had for the last five years and the reason you no longer contract with the school if applicable. The City reserves the right to contact any of these school districts for a reference.
3. The board certified behavior analyst must be appropriately and currently licensed and certified as required by state and federal law and by the national board governing behavior analysts and their credentials. In addition, the analyst must have a minimum of a master's degree in a relevant field, from an accredited institution, (a doctorate is preferred), advanced training, extensive knowledge and experience in ABA theory and practice working with students with disabilities in a school setting. The analyst must have experience supervising behavior therapists and other school staff providing behavioral therapy services and overseeing student programs.
4. All staff must have their professional licenses or degrees as required by law and must have completed drug tests, background checks, dcf registry checks

and required training from the Department of Children and Families on the child abuse and neglect mandated reporter law.

5. A proposer who will provide staff to the Waterbury Public Schools upon request without delay, including a substitute. The proposer agrees that the proposed staff is subject to the Waterbury Public School's approval.
6. A proposer who will maintain specific time records of services provided by staff as requested by Administration and maintain records in the form and manner as required by Waterbury Public Schools and the City of Waterbury.
7. A proposer who will train staff in their legal obligations relating to the confidentiality of student information and insure that staff maintain and protect the confidentiality of student information and properly maintain all records relating to the students serviced by the proposer's staff and insure that the records are appropriately kept in the student's file.
8. A proposer who will train their staff in following all laws, regulations, policies, directives and procedures of the Department of Special Education and Pupil Personnel, Board of Education, City of Waterbury and state and federal law which relate to the staff or services provided or the scope of services.

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

1. The Proposer will provide the services of one fulltime Board Certified Behavior Analyst (BCBA) with the qualifications set forth above who will provide supervision, training and related services as requested by Administration for students with disabilities, pre-K through Grade 12, for up to 1,600 hours during the school year and in the summer.
2. The Board Certified Behavioral Analyst shall have the following duties and responsibilities: oversee and monitor student programs, develop appropriate Individual Education Plan goals and objectives for students, modify instructional and behavior support plans with school staff, work collaboratively with school staff and administration and families, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by administration, conduct assessments across settings (curriculum, environmental, preference, behavior), facilitate inclusion and transition efforts, including but not limited to transitions to schools and staff, coordinate district wide on-site visits as directed by administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to school staff as needed, upload reports and other documents on the Waterbury Public School's web-based IEP system, parent training and support as requested by administration and other related duties as directed by administration.
3. The Proposer shall maintain detailed records of all of the services it provides as requested by administration and will prepare reports on their services as required by Administration and shall require all staff to utilize the Waterbury Public School's web-based Individual Education Plan (IEP) system for reports. All reports prepared by the proposer will be provided to administration prior to making them available to third parties.

4. The Proposer shall provide to the Waterbury Public School all required Medicaid documentation in a form and manner acceptable to the Administration and the City and which is in compliance with the State of Connecticut Department of Social Service and its rules and regulations.
5. The Proposer shall provide all substitutes for its staff who possess the same credentials and experience as the regular staff.

#### **B. Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from July 1, 2016 - June 30, 2019.

#### **E. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
3. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
4. All questions and communications about this Request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on April 4, 2016**. Prospective proposers must limit their contact regarding this RFP to Mr. Orso or such other person otherwise designated by Mr. Orso. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by 2:00 PM on April 6, 2016**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. Orso at (203) 574-6748.

#### **F. Management**

Any contract or purchase order resulting from this RFP will be managed by the Waterbury Public School's Department of Special Education and Pupil Services.

#### **G. Conditions**

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.



10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

#### **H. Proposal Requirements & Required Format**

One original (clearly identified as such) and (5) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on April 12, 2016.**

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

Waterbury, CT 06702

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

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

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

- For each project done for a school district, municipality or other government agency, please indicate the gross cost of the agreement.

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

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

### 3. Statement of Qualifications and Work Plan

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

- Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should consist of the hourly rates of the staff proposed to perform the entire Scope of Services in this RFP for each school year for up to 1,600 hours commencing July 1, 2016 through June 30, 2019. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
  - b. Have you ever defaulted on a contract? If so, where and why?
  - c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
  - d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
  - e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
  - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
  - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

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

### **1. Evaluation Criteria**

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of

assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

## **2. Selection Process**

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

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

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

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

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

## **L. State Set-Aside Requirements**

NOT APPLICABLE

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

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

Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

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

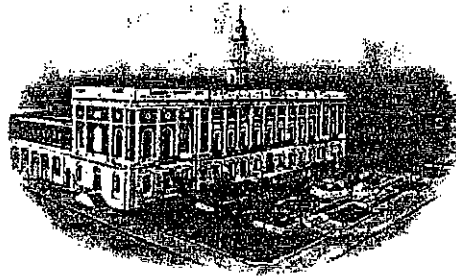
Forms can be found at

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

**ATTACHMENT A**

Addenda Number 1 to City of Waterbury Request for Proposal Number 5443, , dated April 6, 2016, consisting of 2 pages.

**ROCCO ORSO**  
PURCHASING DIRECTOR



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

**ADDENDUM #1**

**April 6, 2016**

**Bid: 5443**

**Project: RFP Board Certified Behavior Analyst Services**

The following are questions received about this RFP.

**Question:** Can you please provide the current incumbent vendors providing BCBA services along with their hourly rates?

**Answer:** The current incumbent providing services for this RFP is Rob Davis dba Summit Support Services, 988 Guilford Center Rd., Guilford, VT and the hourly rate is \$125.00 per hour.

**Question:** How many contracted hours of BCBA services were utilized last year contract/school year?

**Answer:** 1,600 hours for this RFP.

**Question:** Are your current vendors able to meet your current staffing needs?

**Answer:** Yes

**Question:** Are you satisfied with their service delivery?

**Answer:** Yes

**Question:** How many years have they been providing services?

**Answer:** Over 5 years.

**Question:** Does the City of Waterbury Department of Education currently have any BCBA compensatory time to make up?

**Answer:** No

**Question:** Will therapists have access to internet capabilities/computers at the City of Waterbury Department of Education?



**Answer:** They have access to the internet/electronic IEP system but use of school computers is limited.

**Question:** Are orientation sessions/teacher in service days billable?

**Answer:** Only when the contractor is providing professional development to Waterbury staff at the District's request, can they bill for service.

**Question:** What is the anticipated date of award?

**Answer:** Mid- April through mid-May is an estimate.

**Question:** Once the award has been made, how will vendors be notified of the decision?

**Answer:** The purchasing director sends an award letter to the vendor.

**Question:** Are you looking to contract with multiple vendors or a single vendor?

**Answer:** It depends on the bids received but preferably one vendor.

**Question:** How many contracts do you think you will award as a result of this solicitation?

**Answer:** It depends on the bids received but preferably one contract.

**Question:** Are you currently using contractors to provide behavior therapy and/or BCBA services?

**Answer:** Yes

**Thanks**

**Kevin McCaffery**  
**Buyer – City of Waterbury**

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**ATTACHMENT A**

Consultant's response to City of Waterbury Request for Proposal Number 5443, consisting of 14 pages.



SUMMIT SUPPORT SERVICES  
*Behavioral Consultation & Training*

## Proposal for Bid # 5443

Title: Board Certified Behavior Analyst Services

The City of Waterbury

(Department of Education)

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Rob Davis, M.Ed., B.C.B.A.  
988 Guilford Center Road \* Guilford \* VT \* 05301  
E-Mail: [rdbehaviorself@yahoo.com](mailto:rdbehaviorself@yahoo.com) \* Ph: 802.579.3040



**SUMMIT SUPPORT SERVICES**  
*Behavioral Consultation & Training*

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Rob Davis, M.Ed., B.C.B.A.  
988 Guilford Center Road \* Guilford \* VT \* 05301  
E-Mail: [rdbehaviorself@yahoo.com](mailto:rdbehaviorself@yahoo.com) \* Ph: 802.579.3040

1. Proposer Information

- a. Summit Support Services
- b. 988 Guilford Center Road, Guilford, Vermont 05301 (Local office address: 27 Vidich Lane, Naugatuck, Connecticut 06770)
- c. Approximately nine years ago
- d. Sole Proprietor. I am the owner and only employee. Summit Support Services is a licensed trade name in Vermont and Connecticut.
- e. Nine years
- f. Robert A. Davis, M.Ed, BCBA, Sole Proprietor. I received a Master's in Education with an emphasis in Behavior Analysis from Johnson State College in May of 1984. I have worked continuously in the field of developmental disabilities since 1984 in a variety of capacities. I received my board certification as a Behavior Analyst in 2005 and became an independent behavior consultant in 2006.

2. Experience, Expertise, and Capabilities

a. Philosophy, Statement, & Business Focus

As I stated earlier, I am the Sole Proprietor and only employee of Summit Support Services. As a behavioral consultant and trainer, I strive to provide the highest quality services to individuals with special needs and to the individuals who support them (parents, teachers, administrators, behavior therapists, support staff, and para-professionals). My entire career has been spent working directly with individuals with severe cognitive and behavioral problems and in providing training to others who work directly with this population. While there is often an initial emphasis on the management of the disruptive and aggressive behaviors exhibited by the individuals we serve, the primary and ultimate goal is to teach the academic and social skills required for these individuals to regulate their behavior independent of external assistance.

Recognizing that in public school settings, there are not sufficient funds to provide for a behavior analyst full-time in every school, it has become increasingly important to work to build capacity in each school utilizing the existing staff. This requires training and support of all school personnel in order to ensure that there is a consistent and effective approach to the prevention of, and response to, behavioral excesses (at all levels: school-wide, class-wide, and individualized for each student). Staff training in this area is one of my strengths and one of my greatest pleasures.

In addition to providing clinical oversight to elementary, middle, and high school autism programs, and providing behavioral consultation to classes and individuals, I also developed and own a program of aggression prevention and management, that teaches staff how to prevent and de-escalate aggressive and disruptive behaviors, and how to respond to those behaviors should they occur.

Rob Davis, M.Ed., B.C.B.A.  
988 Guilford Center Road \* Guilford \* VT \* 05301  
E-Mail: rdbehaviorself@yahoo.com \* Ph: 802.579.3040

b. Summary of Relevant Experience

**Waterbury Public Schools, Waterbury, CT.**

*Wendy Owen, Director of Special Education and Pupil Services*

Address: Chase Building, Waterbury, CT 06702

E-mail: [wowen@waterbury.k12.ct.us](mailto:wowen@waterbury.k12.ct.us)

Phone: 203.574.8017

Nature of Services: I have been affiliated with the Waterbury Public Schools in a number of ways for over twelve years. I began providing training in aggression prevention and management on an as-needed basis while working for The Institute of Professional Practice, Inc. (IPPI) and helped develop the autism program for pre-K students at the Bucks Hill annex. After leaving IPPI in 2005, I was asked to provide behavioral consultation services to the Waterbury Schools in 2006. In that capacity, I provided clinical direction and support to the elementary autism program at the Generali elementary school, as-needed behavioral consultation to other students throughout the district, and training in aggression prevention and management to Waterbury staff who worked with students who were physically aggressive. Based on their satisfaction with my work, and given the increasing needs for behavioral consultation in district, I was asked to increase my time to three days a week, then four days a week, and then five days a week (starting in August of 2015). Given a never-ending need for consultation and training services in this area, I have always strived to meet whatever deadlines were given to me and to work to build capacity in each of the schools where I provided training and/or consultation.

Cost of Services: \$125/hr

Contracts with the City of Waterbury:

I have had contracts for behavioral consultation and training services with the City of Waterbury for each of the last three years.

**New Milford Public Schools, New Milford, CT**

*Laura Olson, Director of Special Services and Pupil Personnel*

Address: 50 East Street, New Milford, CT 06776

E-mail: [olsonl@newmilfordps.org](mailto:olsonl@newmilfordps.org)

Phone: 860.488.4474

Nature of Services: Similar to my response describing my role in the Waterbury Schools, I began working in New Milford while employed by IPPI. For many years I provided aggression prevention and management training to school staff at all levels. When I became

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an independent behavioral consultant in 2006, New Milford approached me about providing behavioral consultation and staff trainings one day a week. I continued to do this for many years until my work in Waterbury had expanded and I no longer had the time to meet New Milford's needs. I was able to recommend another qualified behavior analyst to take my place there and I now only provide aggression prevention and management training to district staff on an as-needed basis.

Cost of Services: \$125/hr

**Fairfield Public Schools, Fairfield, CT**

*Lindajeanne Schwartz*, Coordinator of Elementary Education

Address: 501 Kings Highway East, Fairfield, CT 06825

E-mail: [lschwartz@fairfieldschools.org](mailto:lschwartz@fairfieldschools.org)

Phone: 203.255.8389

Nature of Services: I was contacted by Ms. Schwartz to provide consultation services for one student who attended middle school in Fairfield. This entailed weekly observations, meetings with teachers and support staff, conducting functional behavioral and preference assessments, developing behavior plans and data collection systems, training staff, and analyzing the data collected. In addition, I also provided aggression prevention and training to staff throughout the middle school. The consultation services ended when it was determined that the student would benefit from an out-of-district placement. I was recently asked to come back to the district to assist in the transition from their current aggression and management program to my Support training program.

Cost of Services: \$140/hr

None of the services for these school districts had beginning or end dates, in the conventional sense, as the services I provided were directed by the districts needs at any given point in time and were ongoing in nature. I worked with a teacher or directly supporting a student until the school directed me elsewhere based on the student's progress or because they had a greater need somewhere else. Where deadlines were given, I have been successful in meeting them to the satisfaction of those individuals who supervised my work.

Rob Davis, M.Ed., B.C.B.A.

988 Guilford Center Road \* Guilford \* VT \* 05301

E-Mail: [rdbehaviorself@yahoo.com](mailto:rdbehaviorself@yahoo.com) \* Ph: 802.579.3040

c. Personnel Listing

Robert A. Davis, M.Ed, BCBA. I am the owner and sole employee of Summit Support Services (see attached resume)

d. Conflict of Interest

There do not exist now, nor in the last three years have existed, any relationships (business, financial, or personal) that constitute a conflict of interest in the City of Waterbury.

3. Statement of Qualifications and Work Plan

a. Qualifications.

I have been providing behavioral consultation and training services to individuals with a wide variety of special needs for thirty-three years. I have worked in residential ICF/MR group homes with adults with autism and behavioral challenges and I started a vocational program for these same individuals. I developed and coordinated all of the required trainings for IPPI as their Director of Training and developed and coordinated a graduate program in Behavior Analysis for IPPI staff. After obtaining my BCBA in 2005, I became an independent behavioral consultant. In that capacity I have conducted functional behavioral assessments, preference assessments, ecological assessments, assessments of staffing needs, and vocational assessments. I have developed academic instructional plans and plans to reduce problem behaviors. I have developed data collection systems and have analyzed data to make program revisions. I have also trained staff, individually and in groups, to do many of these same tasks in order to build capacity in the district to be successful with students with cognitive and behavioral challenges. I have conducted parent trainings and have gone into student's homes (at the direction of the district) to conduct assessments and to develop plans that are coordinated with the school's efforts in support of their child. I have attended many PPT's and have excellent relationships with parents, advocates, and attorneys who have also attended these meetings. I have also developed a behaviorally-based program of aggression prevention and management training and have trained thousands of school staff in the science of human behavior, the prevention of aggressive and disruptive behaviors, the de-escalation of behaviors, and how to safely intervene should that become necessary. I have also conducted numerous trainings in creating and maintaining positive schools and classrooms.

Specific to the Qualifications listed in the RFP:

1. I have the experience and expertise to provide the type of services outlined in the Scope of Services (see above) and have been providing all of these services to the Waterbury School district for a number of years.
2. I have a proven track record in three school districts here in Connecticut where I have provided behavioral consultation and training services (see Section 2 (b) above) and have excellent relationships with the staff and parents in these districts.

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3. I have been certified as a Board Certified Behavior Analysis continuously since 2005. There have never been any grievances filed against me nor had my certification revoked for any reason since receiving my certification. There is currently no licensure of Behavior Analysts as exists in other states (e.g. Massachusetts) but I would apply for licensure immediately if the legislature votes to require it in Connecticut. I have a Master's degree in Education and have been taking courses toward a Doctorate in Educational Leadership at the University of Bridgeport.
4. While I have undergone these checks and trainings in the past, while at IPPI in Connecticut and when working for a school district in Vermont, I have never been asked to do them as the behavioral consultant for the City of Waterbury. I would be happy to complete any checks or trainings as now required as a condition of this contract.
5. As the sole employee of Summit Support Services, I would request that this requirement be waived. I have been the behavioral consultant for Waterbury for a number of years now and have not been absent frequently and have been able to complete any work missed due to absences.
6. I have maintained time records for billing purposes and am willing to maintain any records requested of me by the City of Waterbury as a condition of this contract.
7. I have trained staff, and am willing to train future staff in the legal obligations as they relate to client confidentiality and in the proper maintenance of student information and files in order to comply with confidentiality laws in Connecticut.
8. I will abide by all of the laws, regulations, policies, directives, and procedures of the Department of Special Education and Pupil Personnel, Board of Education, City of Waterbury, and state and federal law which relate to the scope of services and will provide training to other staff in these laws and regulations, as needed and required.

b. Work Plan (related to Scope of Services)

1/2. As I do currently, under this contract I would provide behavioral consultation and training services to the staff and students of the Waterbury School district five days a week (during the school year) and use the remaining hours to provide consultation services to the extended year summer programs and to conduct trainings during the summer and prior to the start of the school year as directed by the Director of Special Education and Pupil Personnel or her designee. Having done this work in Waterbury for a number of years now, it is impossible to lay out a day-to-day plan on how to meet the needs of the students in the district and of the staff who support them. Given the size of the district and the number of students served who have cognitive and behavioral difficulties, there is no plan that could be proposed that would not require significant tweaking as the school year progresses.

Rob Davis, M.Ed., B.C.B.A.  
 988 Guilford Center Road \* Guilford \* VT \* 05301  
 E-Mail: rdbehaviorself@yahoo.com \* Ph: 802.579.3040

In the past few years, I have been assigned one day a week to each of the two autism programs in district. In that capacity, I have worked with the teachers in the elementary and the middle/high school programs to build their skills in the assessment of behavior and in the development and implementation of instructional and behavioral programs for their students. This allows me to function more as a consultant, providing training to teachers and direct care staff (Behavior Therapists) and to provide instructional and behavioral assistance only after the teachers and staff have implemented those plans that they have been able to develop on their own. This allows for a better use of my time as a consultant and allows for more rapid changes in programs that are not working. My other three days in district are scheduled at the discretion of the Director of Special Education and Pupil Personnel through a Special Ed Supervisor who directs my services. Requests come in to this supervisor who then consults with other Supervisors and me to determine where my services are most needed and will be most effective.

There are ongoing efforts within the district to build capacity to serve students with challenging behaviors and we have made great strides in reducing their dependence on a behavioral consultant for more routine issues. This frees up the behavioral consultant to do more training and to intervene directly on the more challenging cases. One example of this is a BDL classroom at a Waterbury middle school where I was called in to observe a student there who was having difficulties. In addition to working with the teacher and the paras to better support that one student, we developed a class-wide strategy for improving instruction and behavioral support. Within a few months, that classroom was running much more smoothly and required much less of my consultation time for any of the students.

Efforts are also underway to standardize forms and systems to allow for quicker training of staff, greater ability to move staff from one program to another, to transition a student from one program to another, and to assess procedural fidelity and programmatic outcomes. I would hope that we can continue to move in this direction to make the whole system more efficient.

In addition to providing behavioral consultation services, I can continue to train Waterbury staff in aggression prevention and management that is now required of all staff who work with individuals who may require escorts, seclusion or restraints. I can also continue to provide the initial and annual training to the members of each school's Crisis Team, as required by Connecticut State statute.

I look forward to working with the Instructional Leaders, the Special Education Director, the Special Education Supervisors, the Principals, and other school support staff to make the instructional and behavioral systems more efficient and effective throughout the district so that we are putting more effort into teaching and prevention than into responding to problem behaviors.

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3. While I maintain detailed records of services that I provide to students in Waterbury, I have never been asked to upload my reports on to the web-based Individual Education Plan system for records. I would be happy to do so following training from district staff on what information they would like uploaded and on how to upload those documents. I would welcome this change as it would facilitate getting the information to all of the relevant school personnel prior to it being shared with third parties.

4. Any Medicaid documentation requested of me would be provided in a manner acceptable to the Administration of the City and in compliance with the State of Connecticut Department of Social Service and its rules and regulations.

c. Services Expected of the City

The City will need to provide training in any district regulations, policies or procedures that are related to the position and duties of a district behavioral consultant. The City will also need to ensure that there is one or more persons designated to work with the behavioral consultant on assigning cases, providing timeframes and deadlines, and acting as a liaison between the district administration and the behavioral consultant. The City should ensure that there are persons assigned to communicate with the schools with regard to scheduling time for the consultant to meet with relevant staff when conducting observations or assessments and that each school designates someone to provide quality assurance with regard to procedural fidelity when the consultant is not in the school building. In order to comply with the new regulations regarding seclusion and restraint training, the district will need to allow staff sufficient release time in order to train those individuals to a standard commensurate with best practice in this area.

4. Cost Schedule

The fee for the 1600 hours of service would be \$100/hr. This represents a 20% reduction in the cost of services that I have provided to Waterbury for a number of years in recognition of the need to cut educational costs.

As an independent consultant and the sole employee of Summit Support Services, this fee covers all costs incurred by me in the running of the business, including, but not limited to: health insurance, liability insurance, travel expenses, office space and supplies, social security payments, etc.

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

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

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6. Exceptions and Alternatives

The only exception I would like made to the proposal is the one that requires that a substitute be provided should the original staff be unable to fulfill their duties on any given day. As I have no other employees and perform this work as an independent consultant, I would be unable to provide for a substitute staff. Given that I have done this work for Waterbury for many years now, and have never had someone substitute for me, I believe that a substitute is not necessary. In the event that I am absent (which does not happen very often) I can either make up the hours writing reports, developing program plans, etc. at another time (evenings, weekends, holidays, etc.) at the discretion of the Director of Special education and Pupil Personnel, or her designee, or would simply not be paid for any time missed.

7. Additional Data

Statement of Request to Furnish Information (attached)  
Resume (attached)

Rob Davis, M.Ed., B.C.B.A.  
988 Guilford Center Road \* Guilford \* VT \* 05301  
E-Mail: rdbehaviorself@yahoo.com \* Ph: 802.579.3040

Request to Furnish Information

As the Sole Proprietor of Summit Support Services, I hereby authorize and request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in the response to this RFP.



Robert A. Davis

April 12, 2016

Rob Davis, M.Ed., B.C.B.A.  
988 Guilford Center Road \* Guilford \* VT \* 05301  
E-Mail: rdbehaviorself@yahoo.com \* Ph: 802.579.3040

Robert A. Davis, M.Ed, BCBA  
988 Guilford Center Road \* Guilford \* Vermont \* 05301  
Ph: 802.579.3040 \* E-mail: rdbehaviorself@yahoo.com

## PROFESSIONAL EXPERIENCE

---

### OWNER/MASTER TRAINER: SUPPORT TRAINING (A PROGRAM OF AGGRESSION PREVENTION & MANAGEMENT)

Developed a behaviorally-based program to teach staff and parents to assist persons to reduce or eliminate challenging behaviors and to safely manage those behaviors once they occur. Instruction is provided directly to care givers or to individuals training to become SUPPORT Instructors. Currently provide SUPPORT training to individuals, agencies, and schools in Vermont, Massachusetts, Connecticut, New Hampshire, and Maryland.

### BEHAVIORAL CONSULTANT/TRAINER/OWNER, SUMMIT SUPPORT SERVICES (January 2005 – present)

Provide behavioral consultation and training to public/private schools, residential & vocational agencies, & families in Connecticut. Conduct behavioral assessments, develop instructional and behavioral strategies, train staff and families to implement programs and collect data, analyze data for program efficacy and design program revisions. Primary focus of consultation practice is children on the autism spectrum and children with severe emotional and behavioral challenges. Conduct trainings in Functional Behavior Assessment, program design, implementation and analysis, Creating Positive Classrooms, Effective Parenting, and Aggression Prevention & Management

### INSTITUTE OF PROFESSIONAL PRACTICE, INC., Concord, New Hampshire & Woodbridge, Connecticut (December 1982 – January 2005)

Developer/Coordinator of Graduate Program for Agency Employees. Responsible for the development of the curriculum, hiring the instructors and organizing classes for a graduate program in Behavior Analysis through Johnson State and Fitchburg State Colleges.

Director of Consultation & Training. Responsible for the development and coordination of objective-based new employee and ongoing training for a human service agency of 500 employees. Developed and implemented an agency-wide quality assurance system. Responsible for coordinating behavioral consultation services to agencies and schools in Connecticut.

Director of Residential (ICF/MR) and Vocational Services. Responsible for all aspects of the development and oversight of a residential and vocational program for adults with autism and other developmental disabilities. Developed policies and procedures, hired and trained staff, worked with various regulatory agencies, coordinated with families, developed vocational opportunities, and managed a budget in excess of five million dollars. Primary population served: individuals on the autism spectrum and those with severe behavioral challenges.

ICF/MR Facility Coordinator. Responsible for the hiring and training of staff. Conducted instructional and behavioral assessments, developed instructional and behavioral programs, developed data collection systems. Worked closely with family members to ensure consistency across environments. Maintained records to ensure adherence to best practice and state and federal regulations.

## Robert A. Davis

### ADDITIONAL PROFESSIONAL SKILLS

Developer/Owner of SUPPORT Training, a Program of Aggression Prevention & Management. Developed a behaviorally-based program to train staff and family members to assess the causes of behavior, to teach replacement behaviors, to design strategies to reduce or eliminate challenging behaviors in individuals with special needs and to physically respond safely to aggression. Also provide Train-the Trainer classes for agencies and schools who wish to have in-house SUPPORT Instructors.

Objective Based Team Building. Provide training to schools and organizations to promote teamwork, communication, conflict resolution, and productivity.

### EDUCATION AND PROFESSIONAL AFFILIATIONS & MEMBERSHIPS

Currently enrolled in a Doctoral Program in Educational Leadership, University of Bridgeport, Bridgeport, CT

New England Behavioral Group. Started and coordinated an informal association of local behavior analysts at Post University.

Masters of Education, *Education and Applied Behavior Analysis*, Johnson State College, Johnson, Vermont (1984)

Bachelors of Science, *Political Science*, Drew University, Madison, New Jersey (1979)

Board Certified Behavior Analyst, Behavior Analyst Certification Board (2004)

International Association of Behavior Analysis

CT Association of Behavior Analysis

### PROFESSIONAL PRESENTATIONS

Young Adult Institute, New York, NY

The Association for Persons with Severe Handicaps, Chicago IL

Connecticut Association of Adoptive and Foster Parents

Southern Connecticut State University "Inside the School-House Door" Conference

Various Colleges, Public and Private Schools, and Parent Groups

References available upon request

ATTACHMENT C

ROCCO ORSO  
DIRECTOR OF PURCHASING  
236 GRAND STREET  
WATERBURY, CT 06702

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

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

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

1 4.6.2016 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

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

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

195-44-3391  
Social Security Number  
or Federal Identification Number

[Signature]  
Signature of Individual or Corporate Name  
  
\_\_\_\_\_  
Corporate Officer  
(if applicable)

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

Name ROBERT DAVIS  
By: SOLE PROPRIETOR  
(Title)  
Business Address: 988 GUILFORD CENTER RD  
(City, State, Zip Code)  
GUILFORD VT 05301  
E-mail rdbehaviorself@yahoo.com  
Phone: 802.579.3040

Date: 12 APRIL, 2016

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



**ATTACHMENT A**

Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate  
Certificates of Insurance

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

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

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

State of Connecticut

SS.: Waterbury

County of New Haven

Rob Davis, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or of Summit Support Services (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.

X 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.

X 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 ROBERT A. DAVIS	SOLE PROPRIETOR	SUMMIT SUPPORT SERVICES	BEST SERVICES	
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 ROBERT A. DAVIS	SOLE PROPRIETOR	SUMMIT SUPPORT SERVICES	BEST SERVICES	
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 N/A		
3		
4		

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

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

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

	Name	Title	DOB	Stock %
1				
2	n/a.			
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	n/a				
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 Summit Support Services	VERMONT & CONNECTICUT	WATERBURY, CT
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:

elaine m. mason  
Witness

Summit Support Services  
Name of Partnership/Business

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

By: Robert A. Davis (ROBERT A. DAVIS)  
~~Name of General Partner/ Sole Proprietor~~

988 GUILFORD CENTRAL ROAD, GUILFORD, VT 05301  
Address of Business

State of Connecticut )

) ss Waterbury

County of New Haven )

Rob Davis being duly sworn,

Deposes and says that he/she is sole proprietorship of Summit Support <sup>Series</sup> and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 13 day of June 2011.

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

Elaine M. Skornik  
Elaine M. Skornik (Notary Public)  
Commissioner  
of Superior Court

**For Corporation**

Witness \_\_\_\_\_

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

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

Affix  
Corporate  
Seal

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

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

**CITY OF WATERBURY**

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

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

) SS

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

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

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

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

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

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

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in 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." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

---

**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

## 2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.



## 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes No ____ -Bidder is a minority business enterprise Yes No ____ (If yes, check ownership category) Black ____ Hispanic ____ Asian American ____ American Indian/Alaskan Native ____ Iberian Peninsula ____ Individual(s) with a Physical Disability ____ Female ____
Bidder Parent Company (If any)	-Bidder is certified as above by State of CT Yes No ____
Other Locations in Ct. (If any)	

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? <div style="text-align: right;">Yes No ____</div>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? <div style="text-align: right;">Yes No ____</div>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? <div style="text-align: right;">Yes No ____</div>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? <div style="text-align: right;">Yes No ____</div>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? <div style="text-align: right;">Yes No ____</div>	9. Does your company have a mandatory retirement age for all employees? <div style="text-align: right;">Yes No ____</div>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? <div style="text-align: right;">Yes No ____</div>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? <div style="text-align: right;">Yes No NA ____</div>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? <div style="text-align: right;">Yes No ____</div>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? <div style="text-align: right;">Yes No NA ____</div>
6. Does your company have a collective bargaining agreement with workers? <div style="text-align: right;">Yes No ____</div>	12. Does your company have a written affirmative action Plan? Yes No ____ If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No ____  6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? <div style="text-align: right;">Yes No ____</div>	13. Is there a person in your company who is responsible for equal employment opportunity? <div style="text-align: right;">Yes No ____</div> If yes, give name and phone number.

1. Will the work of this contract include subcontractors or suppliers? Yes No X

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes No    

## PART IV - Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
<i>none - sole proprietor</i>				(X)		
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) <i>[Signature]</i>	(Title) <i>SUMMIT SUPPORT SERVICES SOLE PROPRIETOR</i>	(Date Signed) <i>6.13.16</i>	(Telephone) <i>802.579-3040</i>
-----------------------------------	--	---------------------------------	------------------------------------

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

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

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

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

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

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

SUMMIT SUPPORT SERVICES

Print Name and Title of Authorized Representative:

ROBERT A. DAVIS

Signature of Authorized Representative:

R.A.D.

Date: 6-13-16

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2016)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

*Behavior Service*

(Service or Commodity Covered by Contract)

*7/1/15 - 6/30/16*

(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 2016)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

*Behavior Services*

(Service or Commodity Covered by Purchase Order)

*7/1/15 - 7/30/16*

(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 2016)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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(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.

Summit Support Services  
(Name of Company, if applicable)

[Signature]  
Signature of Individual (or Authorized Signatory)

6.13.16  
Date

ROBERT A. DAVIS  
Print or Type Name and Title (if applicable)

DELIVERED ☒ By Mail ☐ Hand-Delivered ☐





SUMMIT SUPPORT SERVICES  
*Behavioral Consultation & Training*

June 13, 2016

To whom it may concern:

This is to inform you that I am the sole proprietor of SUMMIT Support Services.  
Please contact me should you require additional information.

Sincerely,

Robert A. Davis, M.Ed., BCBA

---

Rob Davis, M.Ed., B.C.B.A.  
988 Guilford Center Road \* Guilford \* VT \* 05301  
E-Mail: [rdbehaviorself@yahoo.com](mailto:rdbehaviorself@yahoo.com) \* Ph: 802.579.3040

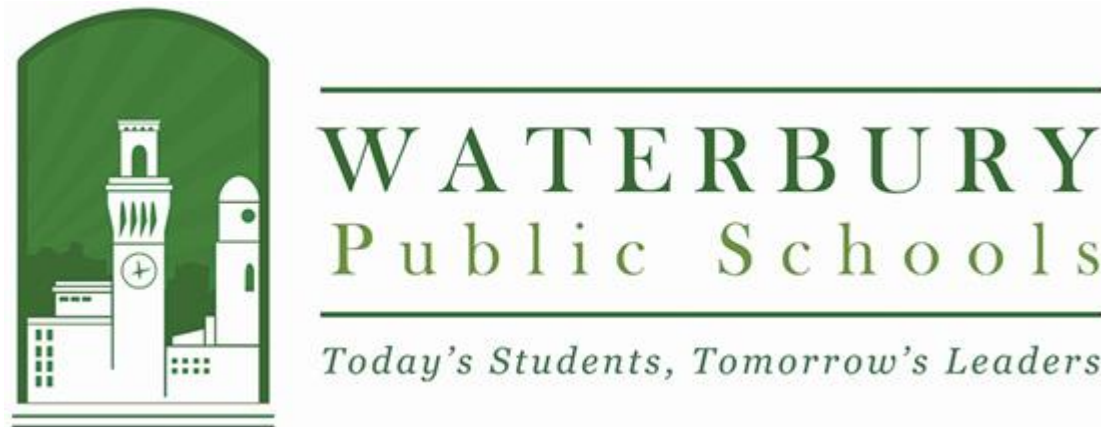
## **ATTACHMENT A**

Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate  
Certificates of Insurance

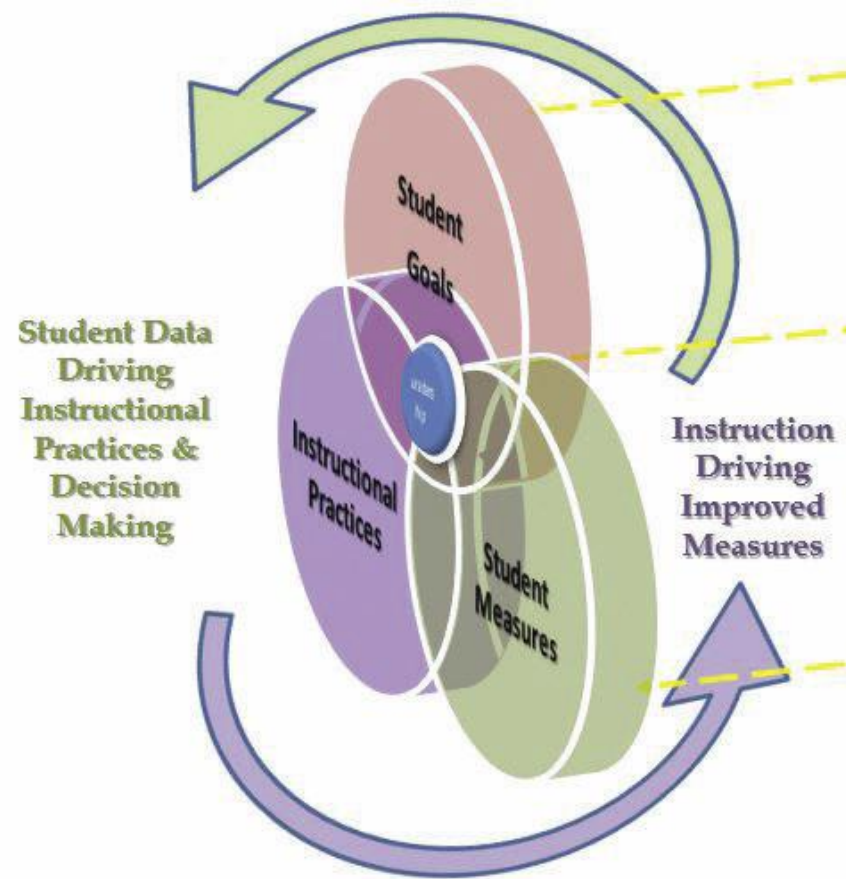
## Waterbury Public Schools

Essential Question (for ALL curricula areas):

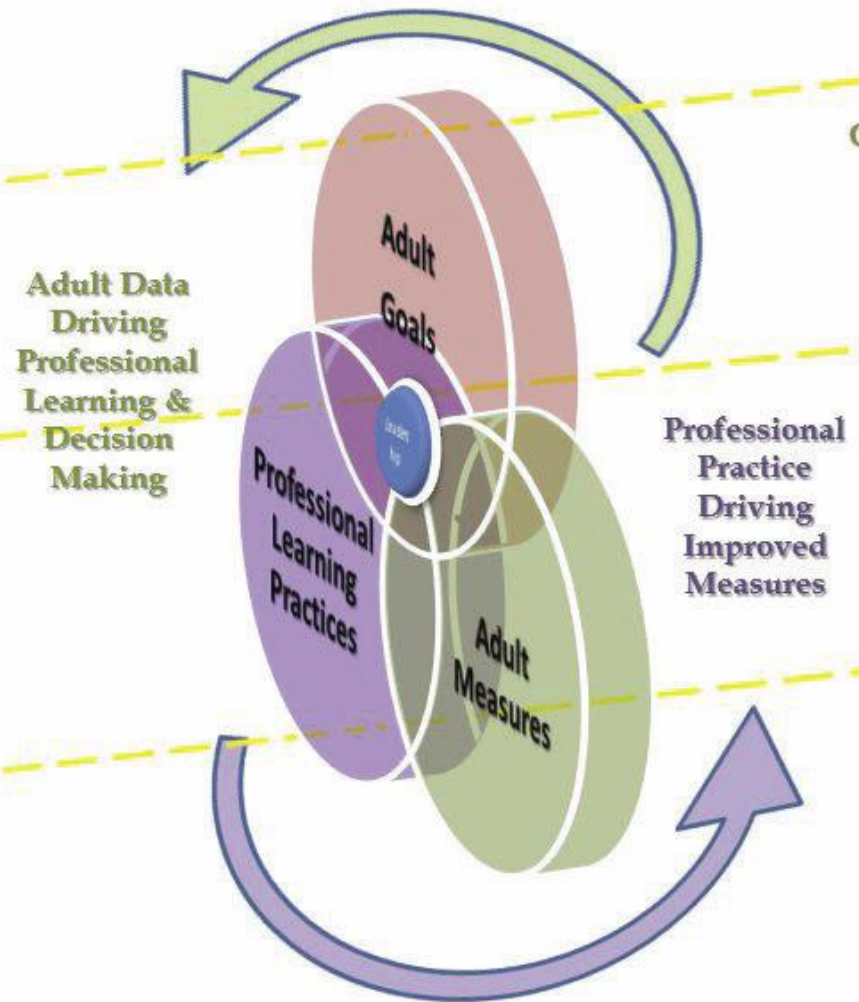
**How do we create and maintain a path to success (high school, college, career)?**



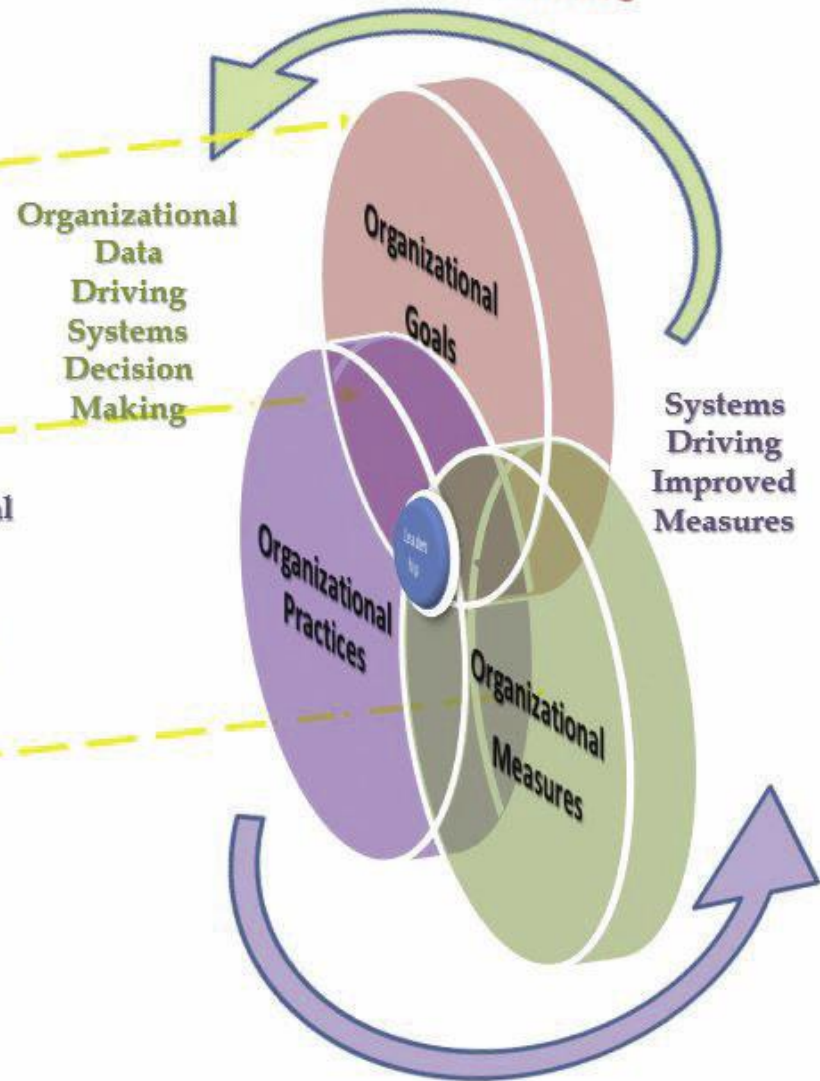
# Student Improvement



# Professional Improvement



# Systems Improvement



# Summer Curriculum Writing

## **14 Curriculum Councils scheduled 2-3 times each week:**

- ◆ Elementary ELA/Science/Social Studies (K-5)
- ◆ Middle School English (6-8)
- ◆ High School English (9-12)
- ◆ Secondary Social Studies (6-12)
- ◆ Math (K-12)
- ◆ Science (6-12)
- ◆ Business (6-12)
- ◆ Family Consumer Science (6-12)
- ◆ Technology Education (6-12)
- ◆ Allied Health (9-12)
- ◆ Art (K-12)
- ◆ Music (K-12)
- ◆ Library Media (K-12)
- ◆ Individualized Learning Plan - Guidance (ILP) (6-12)

# Certified Google Educator Training

**46 teachers from 27 schools/programs**

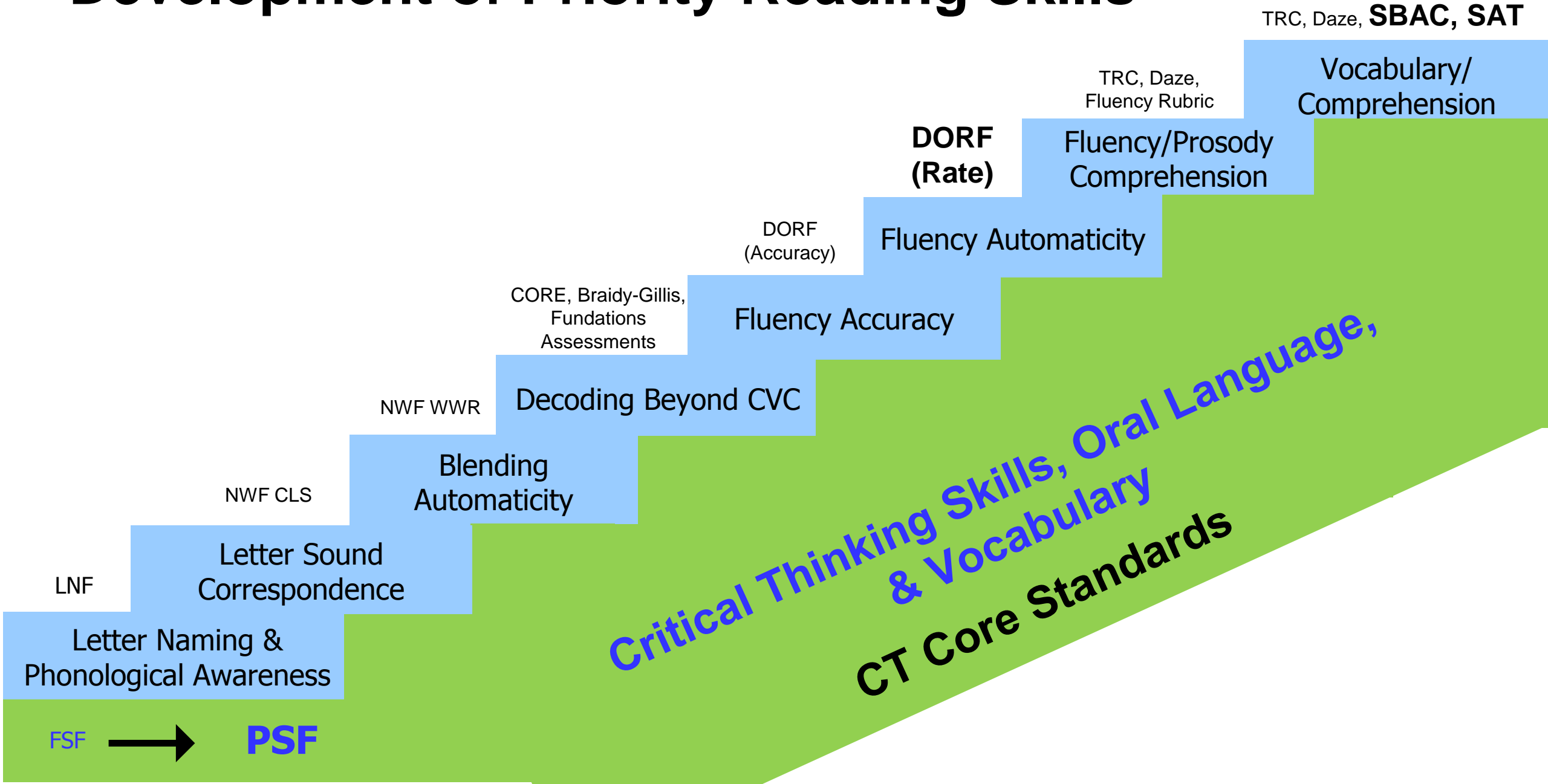
= finished the training and are prepared to take the exam this month.

A diverse group of professionals participated in the training, including:

- ☐ classroom teachers (all grades/disciplines)
- ☐ library media specialists
- ☐ math and literacy facilitators

# EOY Data 2016

# Development of Priority Reading Skills





Percent of students in each DIBELS instructional category  
(May 2015)

### **Benchmark Growth!**

Kindergarten: +11

1<sup>st</sup> Grade: +4

2<sup>nd</sup> Grade: +1

3<sup>rd</sup> Grade: +7

4<sup>th</sup> Grade: -1

5<sup>th</sup> Grade: +3

Percent of students in each DIBELS instructional category  
(May 2016)

### **Well Below Benchmark Progress!**

Kindergarten: -6

1<sup>st</sup> Grade: -4

2<sup>nd</sup> Grade: +1

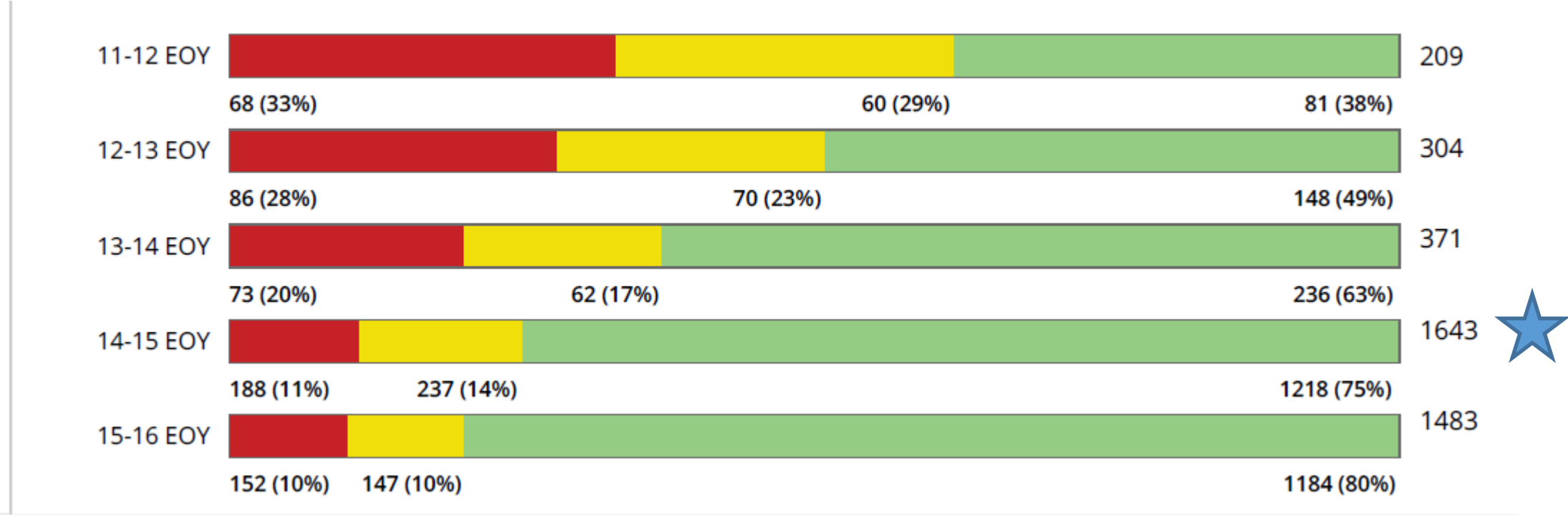
3<sup>rd</sup> Grade: -5

4<sup>th</sup> Grade: -0

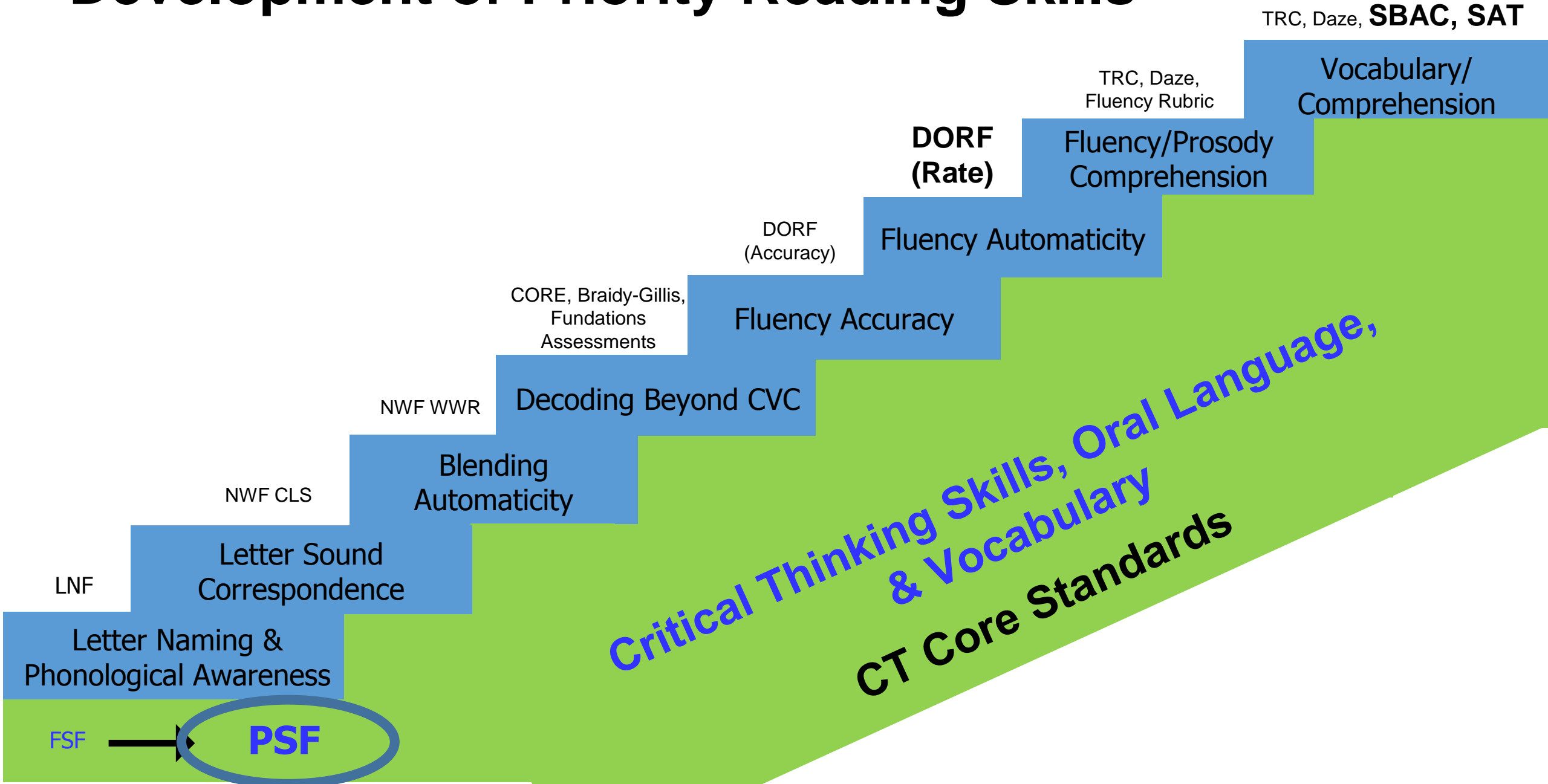
5<sup>th</sup> Grade: -2

# Kindergarten: ELA End of Year Comparison

mCLASS Phoneme Segmentation Fluency (PSF)



# Development of Priority Reading Skills



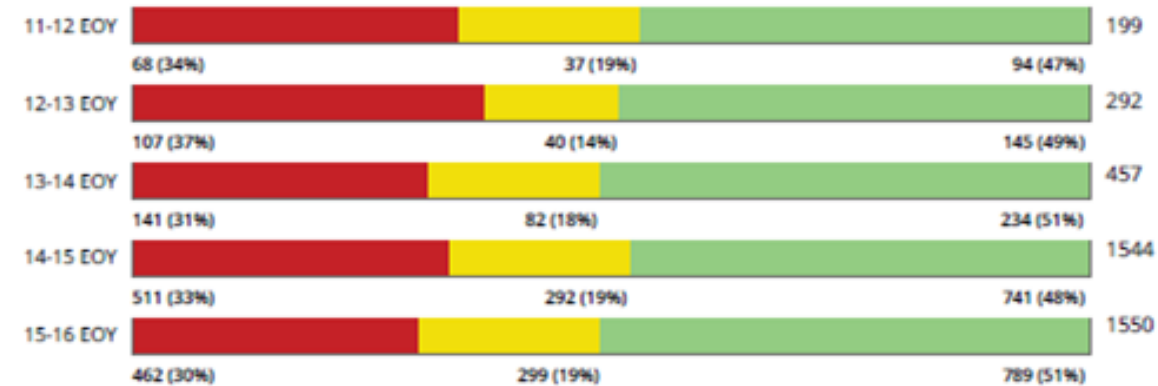
# Grades 1-3 ELA:

## End of Year Comparison

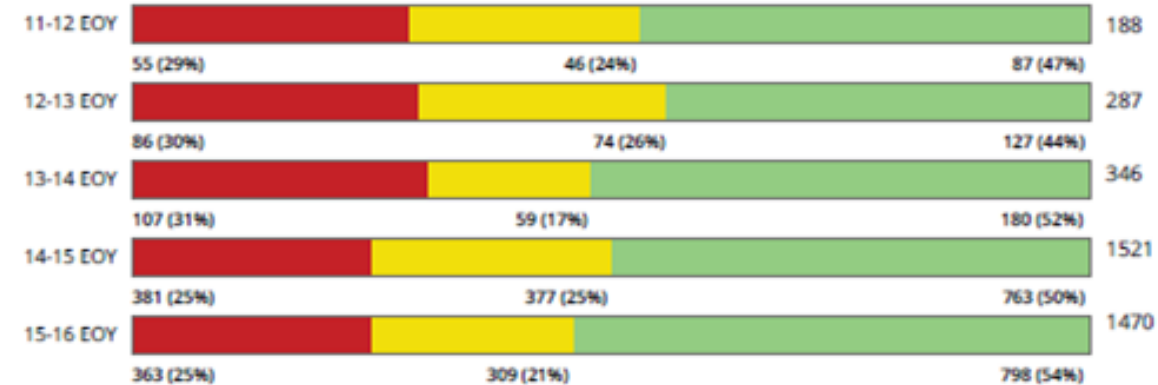
mCLASS DIBELS Oral Reading Fluency (DORF)



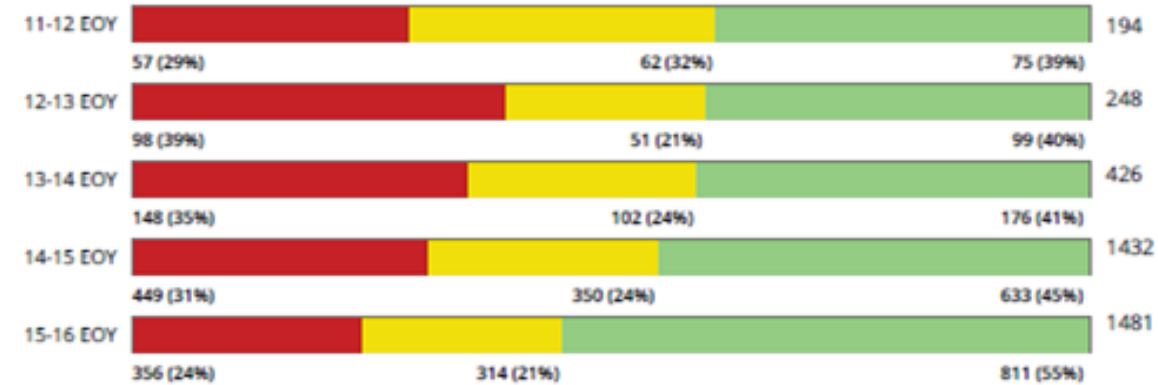
Grade 1



Grade 2

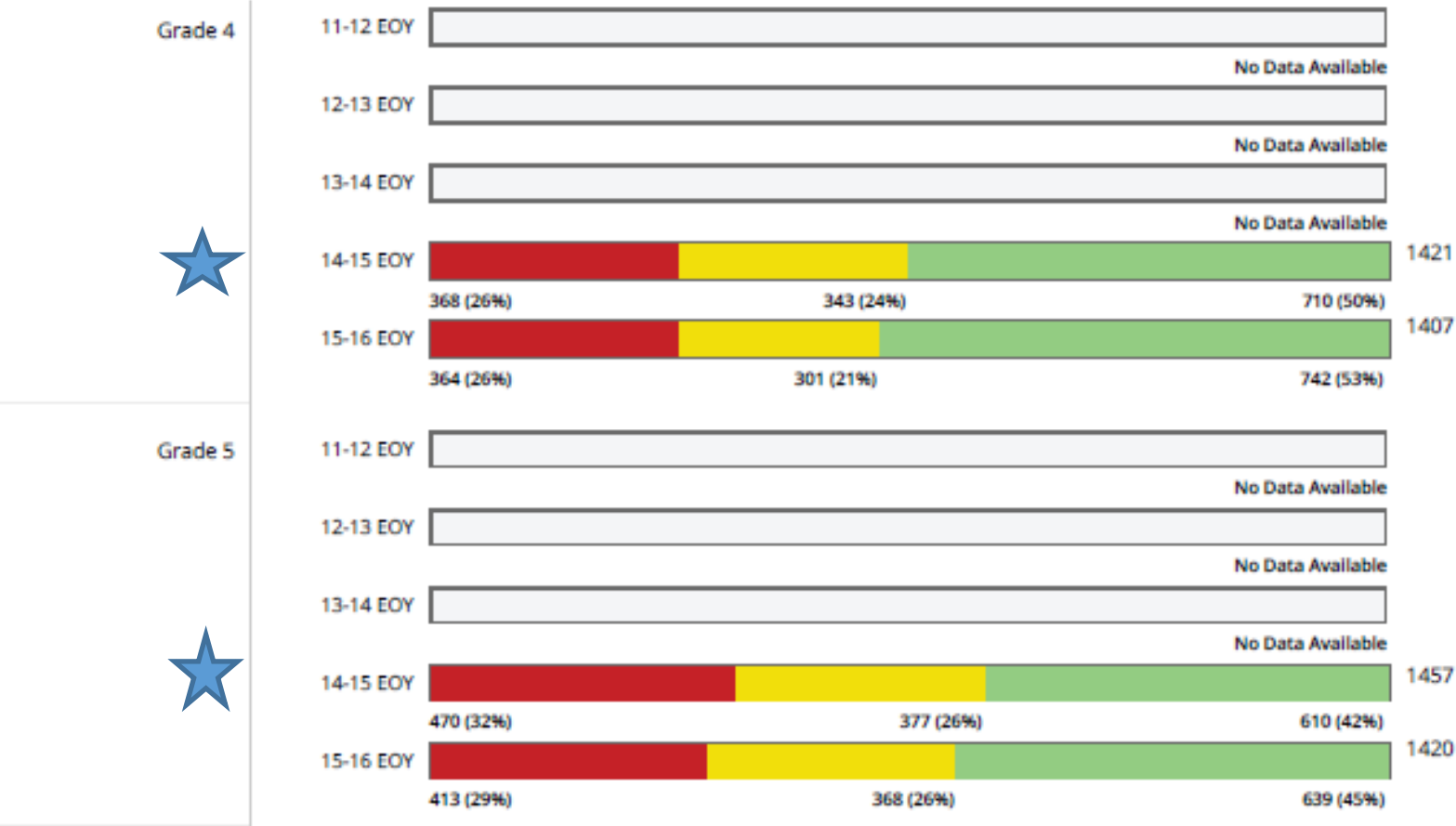


Grade 3

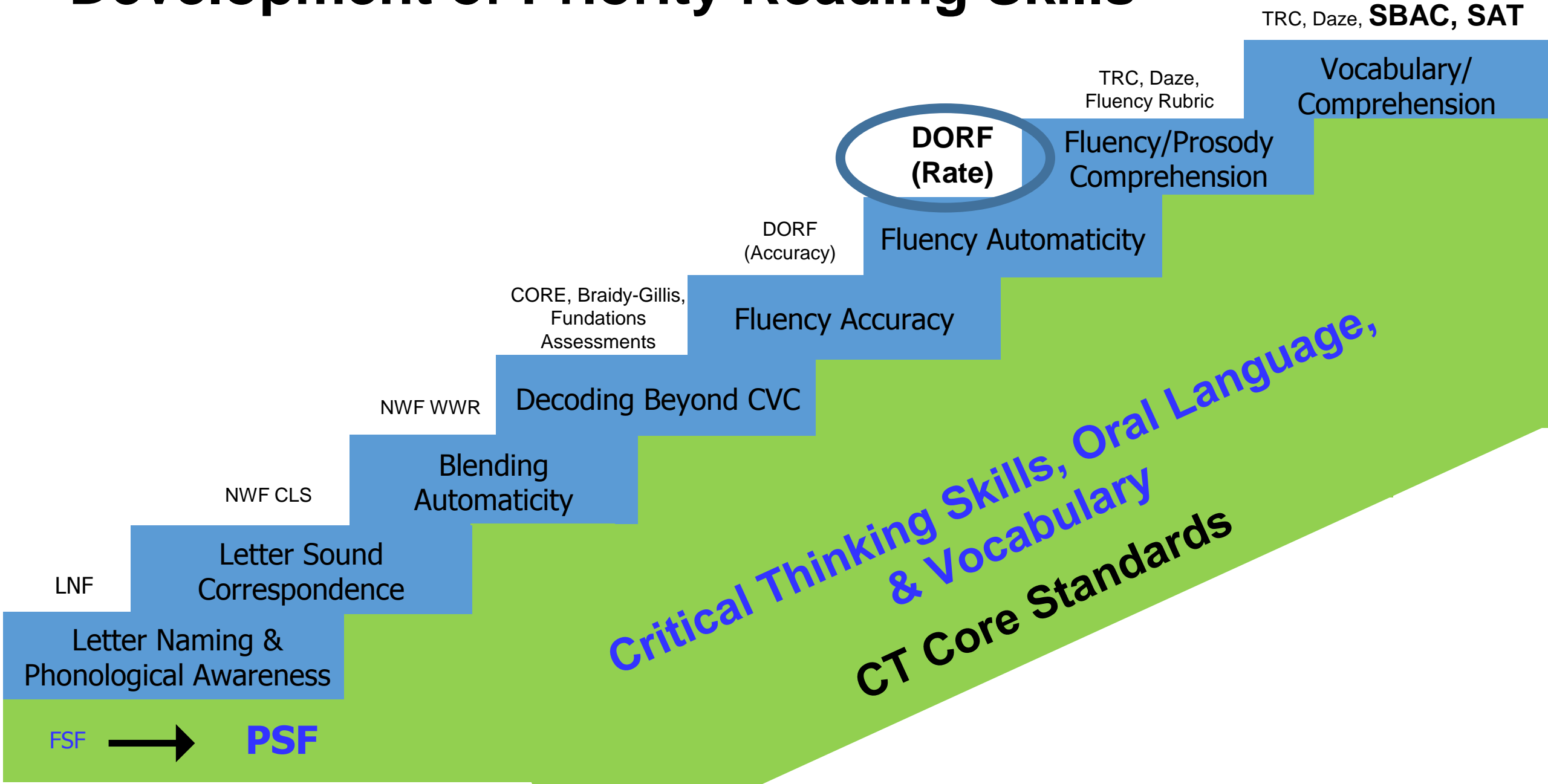


# Grades 4-5 ELA: End of Year Comparison

DIBELS Oral Reading Fluency (DORF)



# Development of Priority Reading Skills



# Number of K-3 ELA Students Making Growth Celebrations!

## **Kindergarten**

84% grew a category or remained at benchmark  
59% out of risk (317 students)

## **Grade 1**

56 % growth of category or benchmark  
14% moved out of risk (100 students)

## **Grade 2**

60% growth of category or remained at benchmark  
19% out of risk (124 students)

## **Grade 3**

61% growth of category or benchmark  
18% out of risk (113 students)

# Number of 4-5 ELA Students Making Growth

## Celebrations!

### Grade 4

64% growth of a category or remained at benchmark  
27% out of risk (213 students)

### Grade 5

60% growth of a category or remained at benchmark  
21% out of risk (181 students)

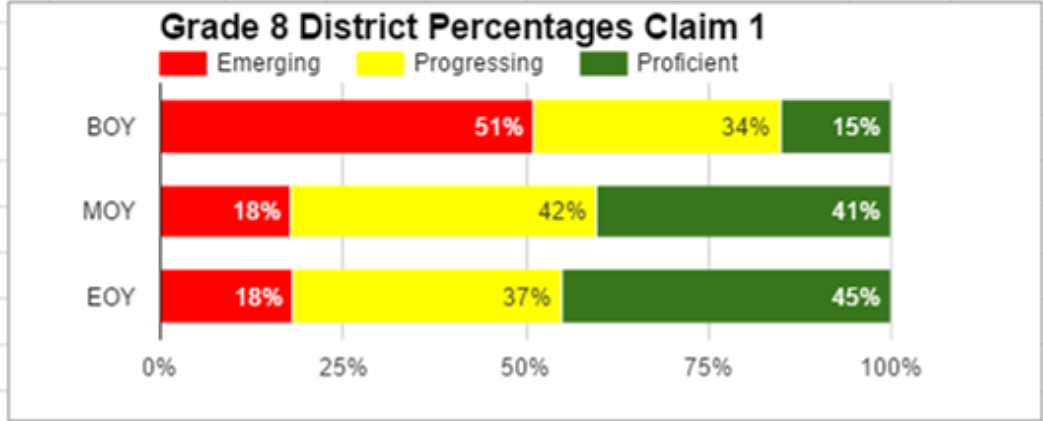
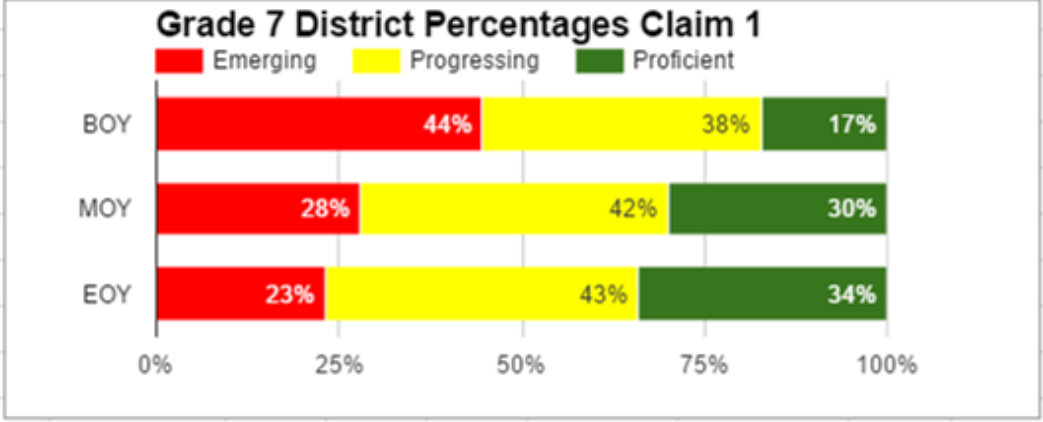
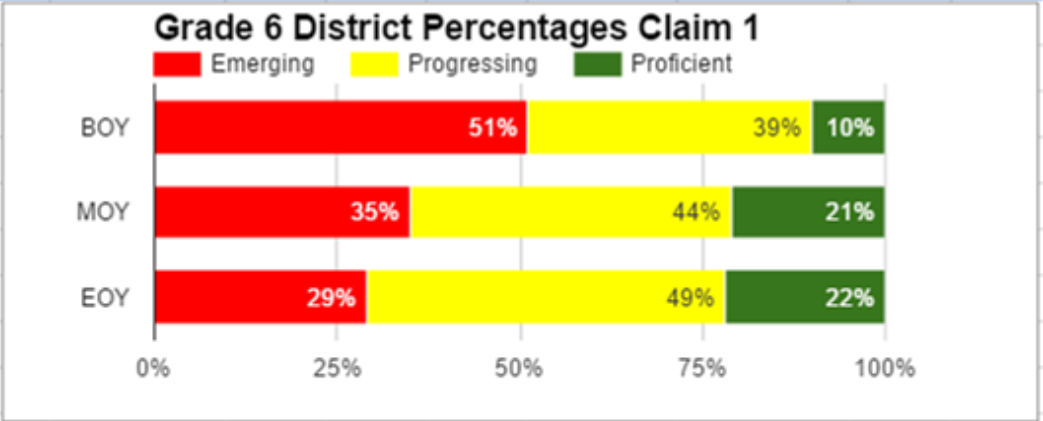
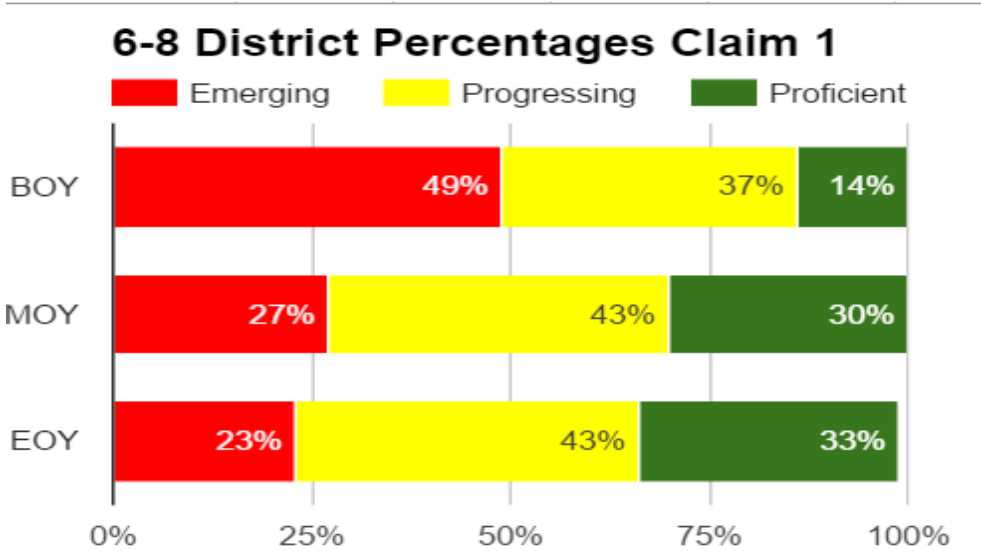
**Total K-5 students who moved out of risk:**

**1048 students!**



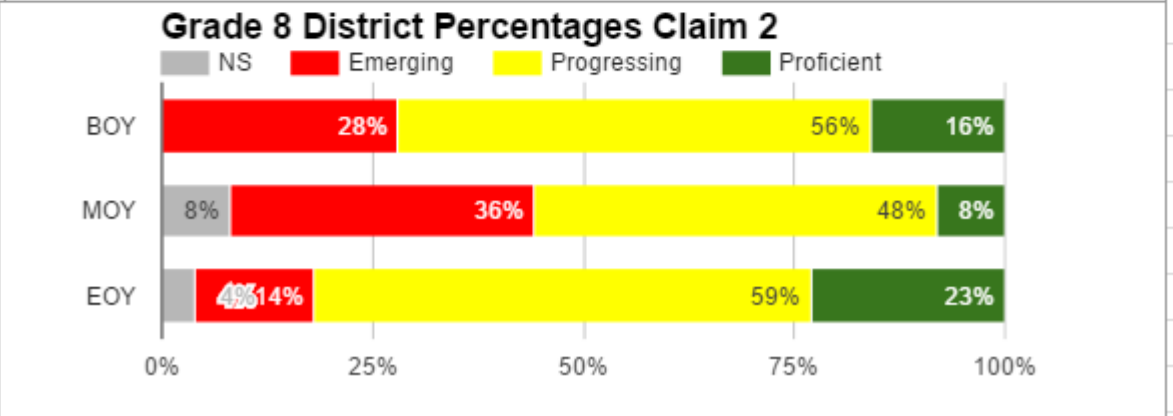
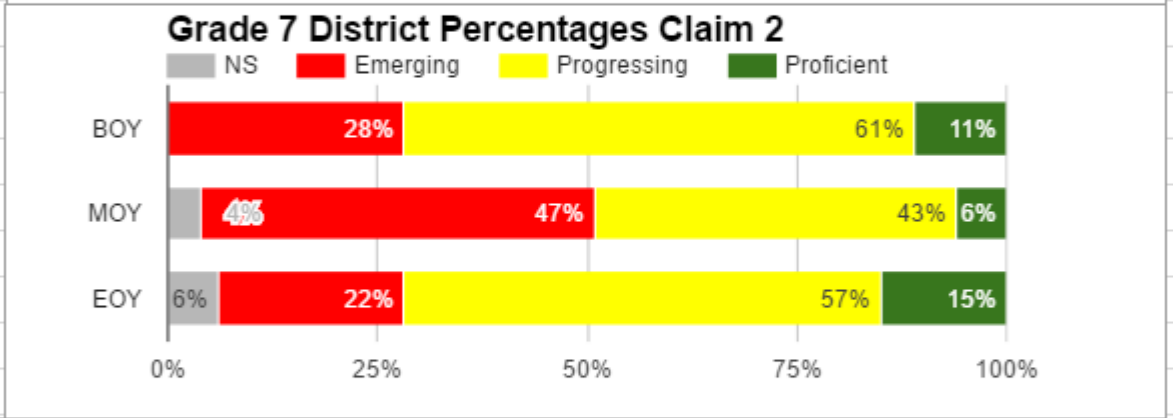
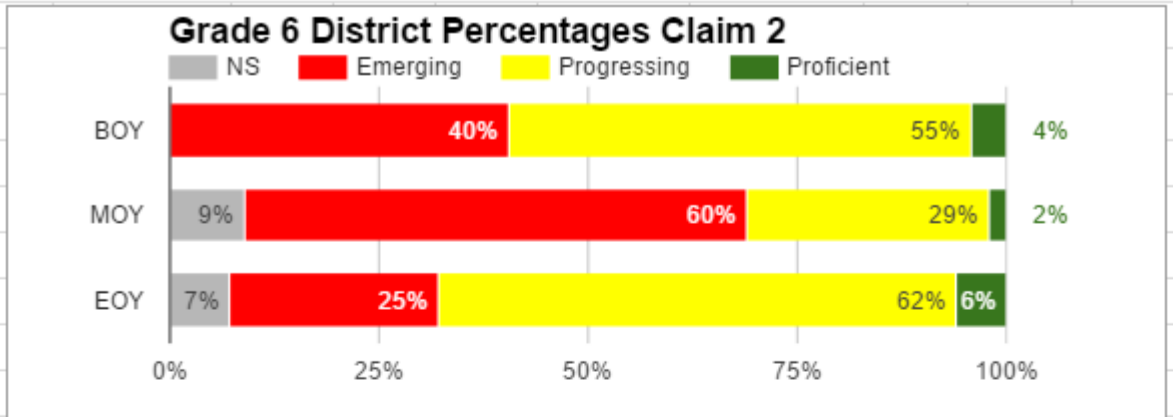
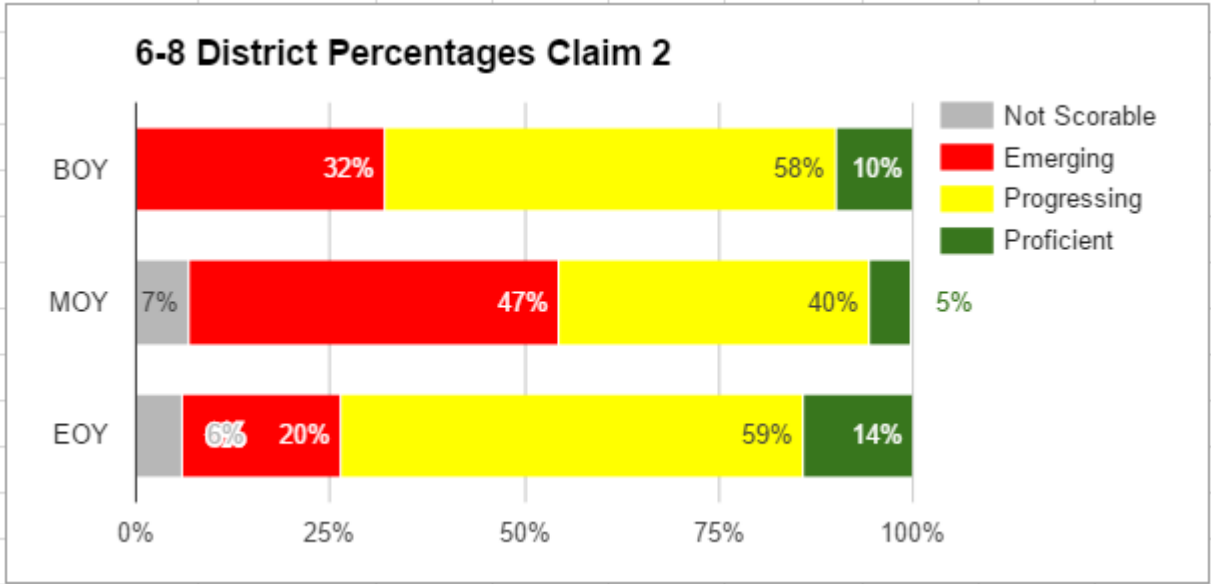
# Grade 6-8 ELA Reading Data

District Assessments



# Grade 6-8 ELA Writing Data

District Assessments



# ELA: What's Next?

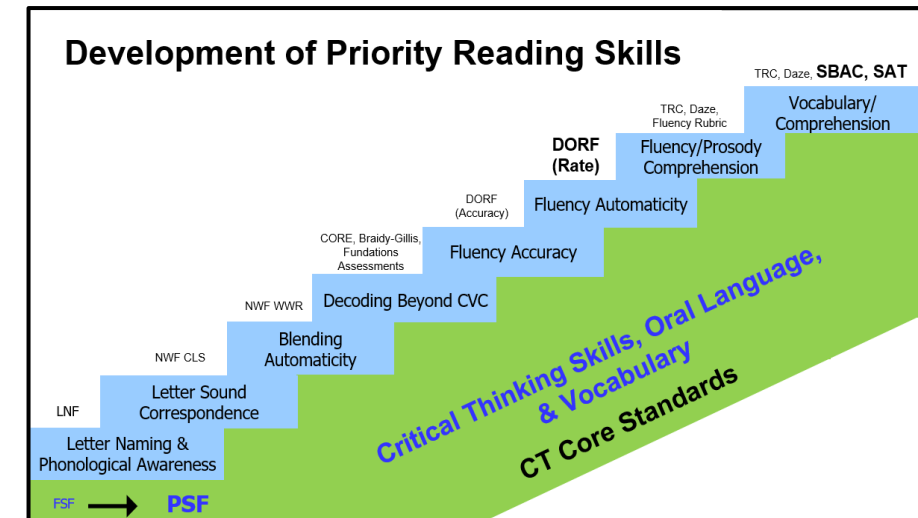
## •Fundations Pre-K-Grade 2

- Pre K added for 2016-17
- Grade 3 training Spring 2017, implementation 2017-18

- **CT K-3 Literacy Initiative (CK3LI) - District-Wide**

*Funded through legislation developed by the General Assembly's Black and Puerto Rican Caucus, the Connecticut K-3 Literacy Initiative (CK3LI) was created to train teachers and administrators in the best research-based literacy practices and to address the state's achievement gap from the earliest grades.*

- Literacy support from UConn, Hill for Literacy, Literacy How, and the Commission on Children
- Move from 5 schools to full-district implementation 2016-17
- Targeted, specific, instructional focus for every child K-5
  - Data Workbook
  - Professional Development
    - Grades K-12
    - Assessment and instruction
      - Drive: Clearinghouse of Intervention Strategies/Lessons



# ELA: What's Next?

- **Scientific Research-Based Interventions (SRBI) K-9**
  - Middle School Interventionists/schedules
    - Grade 6: Individual Reading Plan
    - Grades 7-9 Focus R2 (*Key Ideas and Details: Determine a theme or central idea of a text and analyze its development over the course of the text, including its relationship to the characters, setting, and plot; provide an objective summary of the text.*)
- **Concept-driven, Standards-based, Interdisciplinary Units K-12**
  - Social Studies/ELA grades 3-5 currently under development
  - ELA grades 6-10 currently under development
  - Portfolio grades 4-10
    - Focus on content (Core standards) and academic behaviors
  - Curriculum next steps:
    - Finalize SS grades 3-5; Begin SS K-2
    - Begin Science 3-5; then K-2
    - Finalize ELA 6-10



K-12 ELA teachers discussing SAT. A first ever event!!

# 2015 – 2016 District Math Focus

## Problem Solving

Students will increase the ability to make sense of rich, complex problems, persevere in solving them, and provide evidence to communicate mathematical understanding.

Standards for Mathematical Practice 1 (Overarching)

(3, 4, 6)

Claims 2,3,4

# Connecting the Focus to SBAC Mathematics Claims

## Claim #1 - Concepts & Procedures

“Students can explain and apply mathematical concepts and interpret and carry out mathematical procedures with precision and fluency.”

\*SMP 5, 6, 7, 8                      DOK 1, 2

\*Claims may include other practices.

## Targets are grade level specific

**Bold cluster headings are Claim 1 targets**



COMMON CORE STATE STANDARDS

Operations and Algebraic Thinking 3.OA

**Represent and solve problems involving multiplication and division.**

1. Interpret products of whole numbers, e.g., interpret  $5 \times 7$  as the total number of objects in 5 groups of 7 objects each. For example, describe a context in which a total number of objects can be expressed as  $5 \times 7$ .

# Problem Solving and SBAC Mathematics Claims

**Claims 2 and 4 will receive 1 combined score on Smarter**

## **Claim #2 - Problem Solving**

“Students can solve a range of complex well-posed problems in pure and applied mathematics, making productive use of knowledge and problem solving strategies.”

\*SMP 1, 5, 7, 8                      DOK 2, 3

## **Claim #4 - Modeling and Data Analysis**

“Students can analyze complex, real-world scenarios and can construct and use mathematical models to interpret and solve problems.”

\*SMP 2, 4, 5      DOK 2, 3, 4

\*Claims may include other practices.

# Mathematics Claims

## Claim #3 - Communicating Reasoning

“Students can clearly and precisely construct viable arguments to support their own reasoning and to critique the reasoning of others.”

\*SMP 3, 6          DOK 2, 3, 4

\*Claims may include other practices.

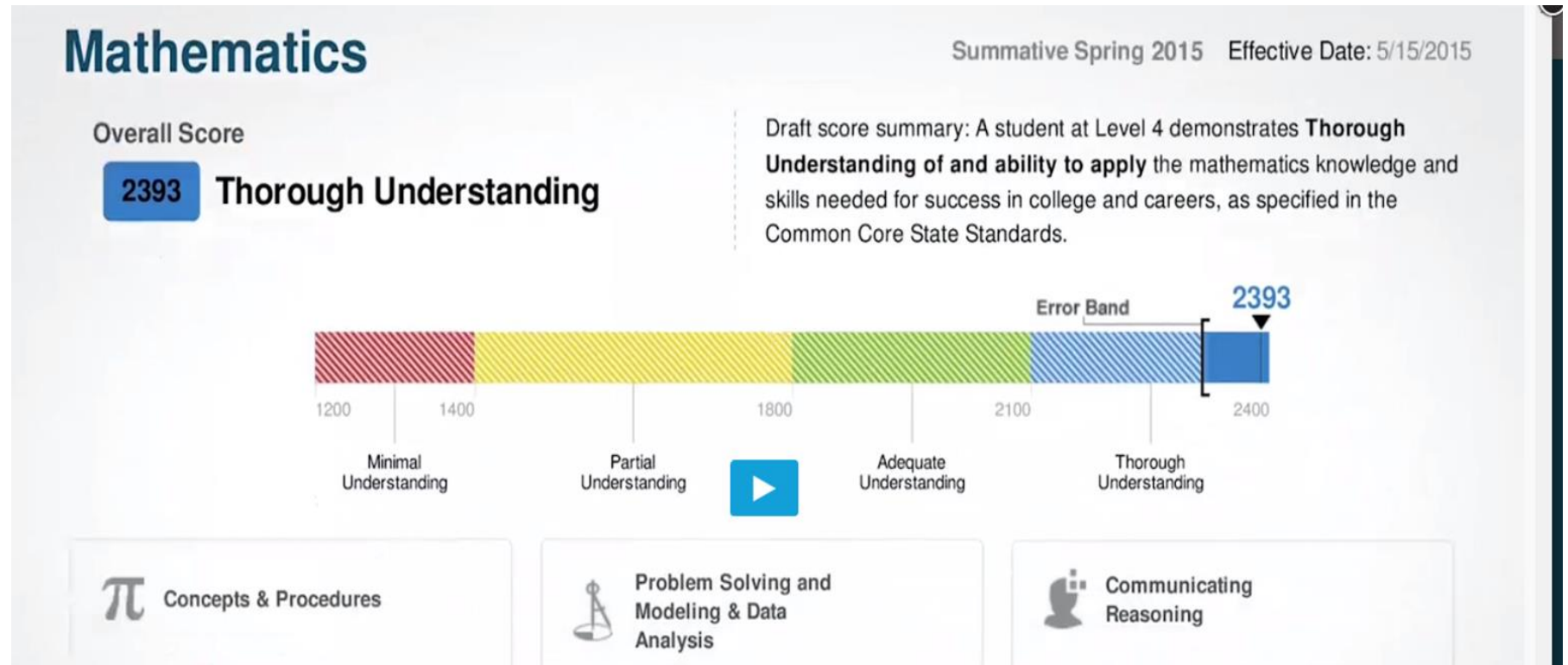
## Targets for Claims 2, 3, and 4

Math focus directly connects to claims 2, 3 ,4.

Students will increase the ability to make sense of rich, complex problems, persevere in solving them, and provide evidence to communicate mathematical understanding.



Overall Claim



Claim 1



Claims 2/4



Claim 3



# Performance Task Data - Elementary

District Averages		Novice	Apprentice	Practitioner	Expert
DAT 1	9/23/15	82%	17%	1%	0%
DAT 7	5/5/16	14%	44%	40%	2%
Change		- 68%	+27%	+39%	+2%

Grade K		Novice	Apprentice	Practitioner	Expert
DAT 1	9/23/15	94%	5%	1%	0%
DAT 5	4/28/16	14%	34%	50%	2%
Change		-80%	+29%	+49%	+2%
Grade 1					
DAT 1	9/23/15	90%	9%	1%	0%
DAT 7	5/5/16	12%	36%	49%	3%
Change		-78%	+27%	+48%	+3%
Grade 2					
DAT 1	9/23/15	81%	18%	1%	0%
DAT 7	5/5/16	19%	44%	37%	0%
Change		-62%	+26%	+36%	-
Grade 3					
DAT 1	9/23/15	77%	21%	2%	0%
DAT 7	5/5/16	11%	53%	34%	2%
Change		-66%	+32%	+32%	+2%
Grade 4					
DAT 1	9/23/15	70%	27%	3%	0%
DAT 7	5/5/16	18%	48%	32%	2%
Change		-52%	+21%	+29%	+2%
Grade 5					
DAT 1	9/23/15	78%	20%	1%	0%
DAT 7	5/5/16	11%	48%	36%	5%
Change		-67%	+28%	+35%	+5%

Achievement level was determined by rubric scoring of the 5 process standards- problem solving, reasoning and proof, communication, connections, and representation. Performance tasks were aligned to CCS and curriculum units.

Grade	Students Who Met Growth Criteria
K	92%
1	91%
2	81%
3	85%
4	75%
5	86%
ALL	85%

# Performance Task Data – Middle School

Middle School  
EOY District Assessment Task Data

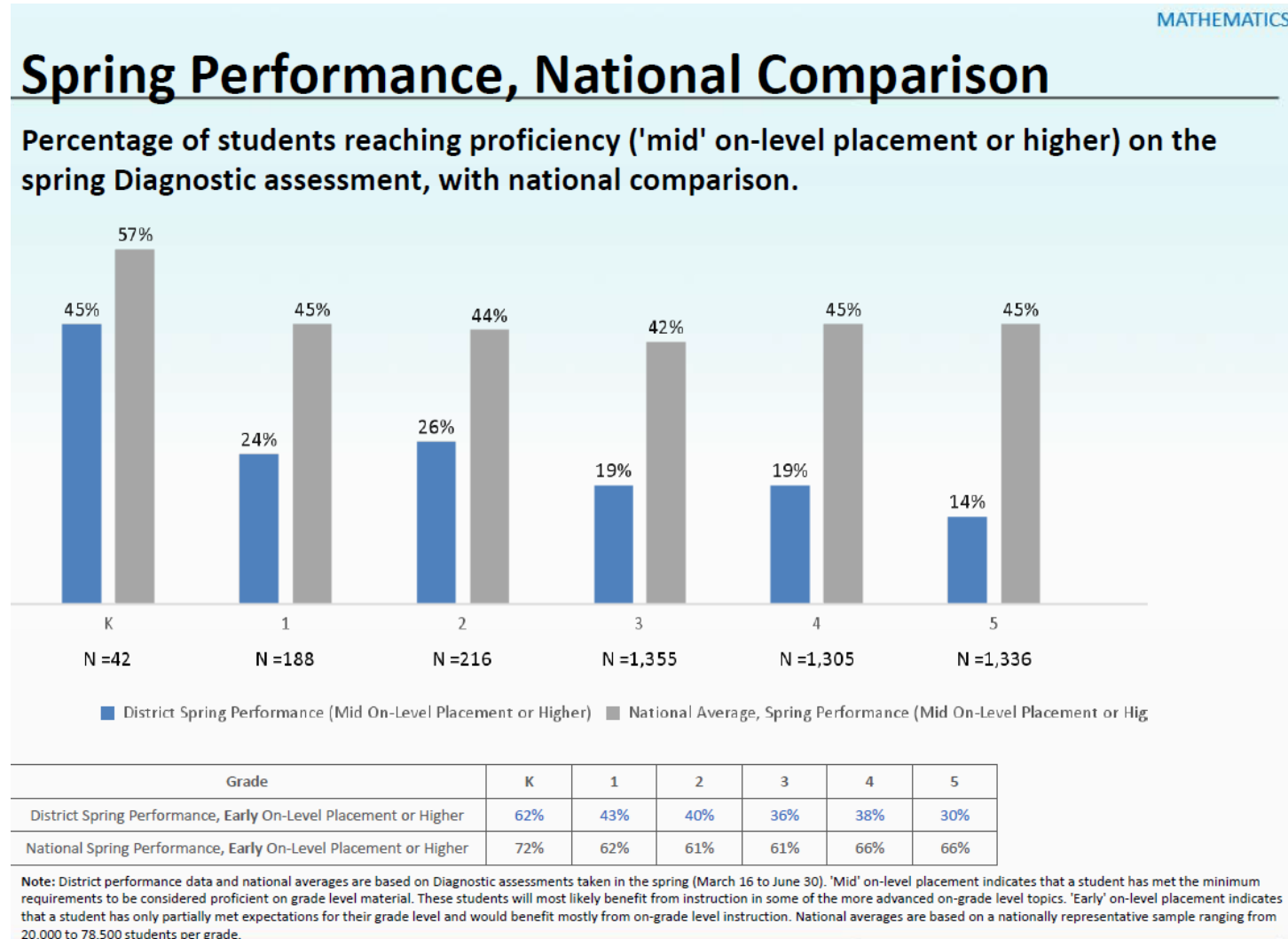
District Averages	Novice	Apprentice	Practitioner	Expert
DAT 1 10/7/15	79%	17%	4%	0%
DAT 5 4/16	35%	37%	19%	9%
Change	-44%	+20%	+15%	+9%

Grade 6	Novice	Apprentice	Practitioner	Expert
DAT 1 10/7/15	83%	13%	4%	0%
DAT 5 4/16	29%	44%	18%	9%
Change	-54%	+31%	+14%	+9%
Grade 7				
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Change	-32%	+11%	+10%	+11%
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Grade	Students Who Meet Criteria for Growth
6	70%
7	50%
8	72%
ALL	63%

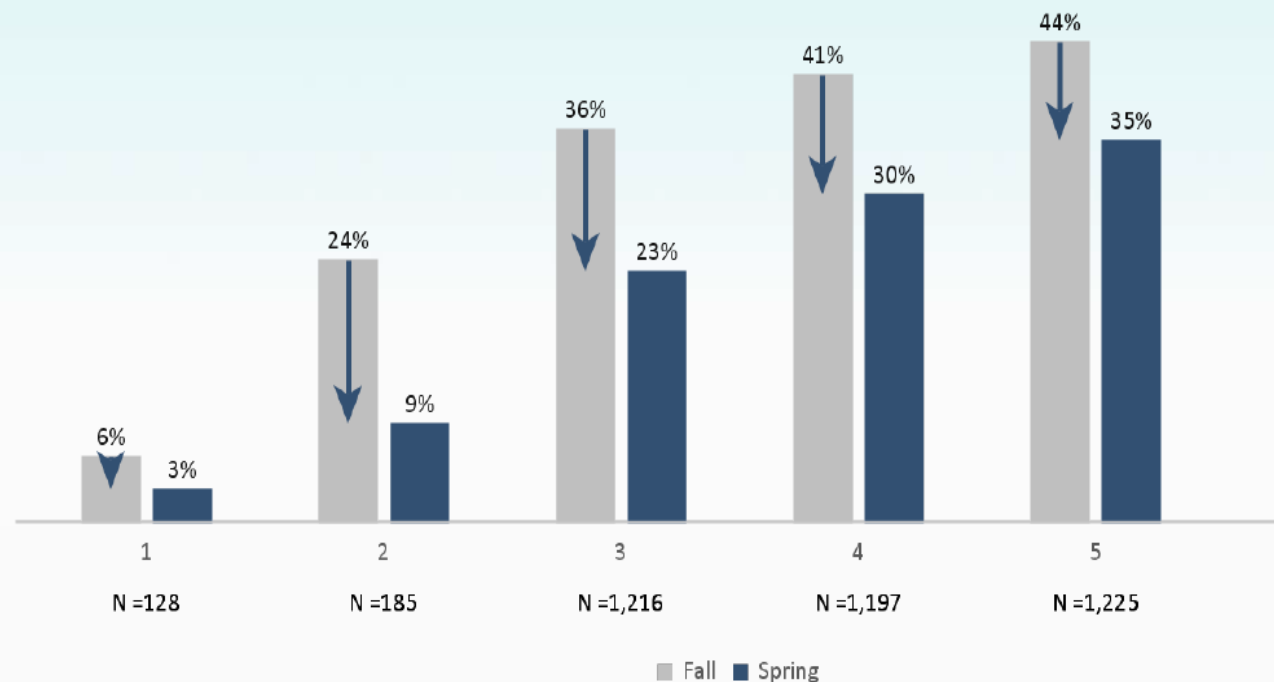
# i-Ready Diagnostic and Instruction – Year 1 Implementation

## Grades 3-5



## Fall and Spring Distribution of Tier 3 Students

Percent of students in Tier 3 (> 1 Level Below) on the fall and spring Diagnostic assessments.

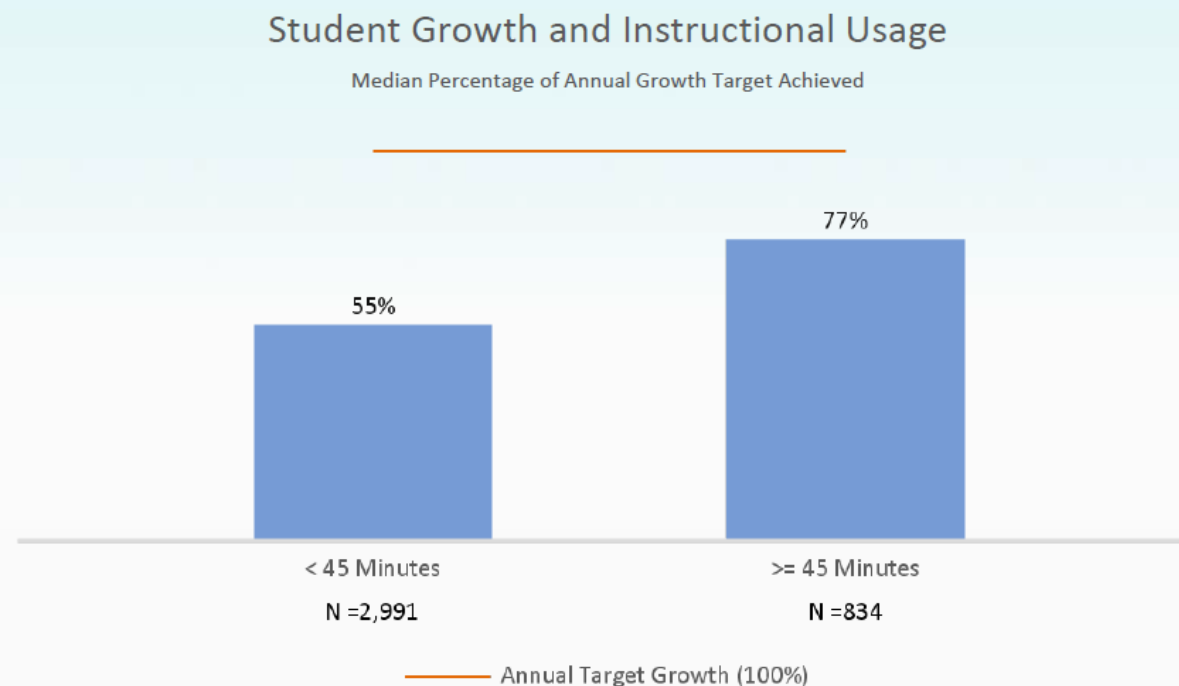


**These percentages show the reduction, by grade, in the district's Tier 3 population over the course of the academic year.**

i-Ready RTI tiers used here correspond to the end-of-year view, and are defined as the following: Tier 1: On Level (Mid/Late) or Above; Tier 2: 1 Level below and On Level (Early); Tier 3: > 1 Level below. Students are included if they completed two assessments within 25 weeks and did not receive a red rush flag on either assessment. Kindergarten students will not appear on this slide because they cannot receive a placement of > 1 Level Below.

# i-Ready Instruction and Student Growth

Percent of target growth achieved relative to average weekly i-Ready instruction usage.



**Growth for students who reached 45 minutes of i-Ready instruction per week was 22 percentage points higher than growth for students with lower levels of instruction.**

Note: Inclusion in the chart above requires students to be active in instruction and to meet criteria for inclusion in growth analysis. Subsequent analyses focus only on a student's participation in i-Ready online instruction.

# What's Next?

- Continued focus on performance tasks and problem solving
  - Complex problems and performance tasks are embedded in the curriculum now and forever
  - Targeted calibration - Build a shared understanding of standards, claims and effective instruction to increase the predictive validity of assessments
  - K-8 focus directly connects to high school standards and SAT
- i-Ready Diagnostic and Instruction
  - Add grade 2 for 2016-2017
  - Increase instructional usage
  - Set growth targets for grades 2-5 for 2016-2017
  - Focus on small group instruction using instructional profiles
  - Add standards-mastery assessments (CFAs)
  - Professional Development- Administrators, teachers and coaches





# EOY Data 2016

Percent of students in each DIBELS instructional category  
(May 2015)

Grade	Percent of students in each DIBELS instructional category (end of year 2014-15)					
	Students at <u>benchmark</u> level		Students <u>below</u> <u>benchmark</u> level		Students <u>well below</u> <u>benchmark</u> level	
		National		National		National
Kindergarten	63%	73%	20%	15%	17%	12%
1 <sup>st</sup> Grade	56%	66%	16%	13%	28%	22%
2 <sup>nd</sup> Grade	64%	69%	17%	13%	19%	18%
3 <sup>rd</sup> Grade	59%	67%	15%	12%	26%	21%
4 <sup>th</sup> Grade	56%	61%	21%	18%	23%	21%
5 <sup>th</sup> Grade	53%	59%	24%	21%	23%	20%

For 2014-15, the national mCLASS® user base ranges from 70,000 students assessed (5<sup>th</sup> grade) to 400,000 students assessed (grades K-3).

Amplify

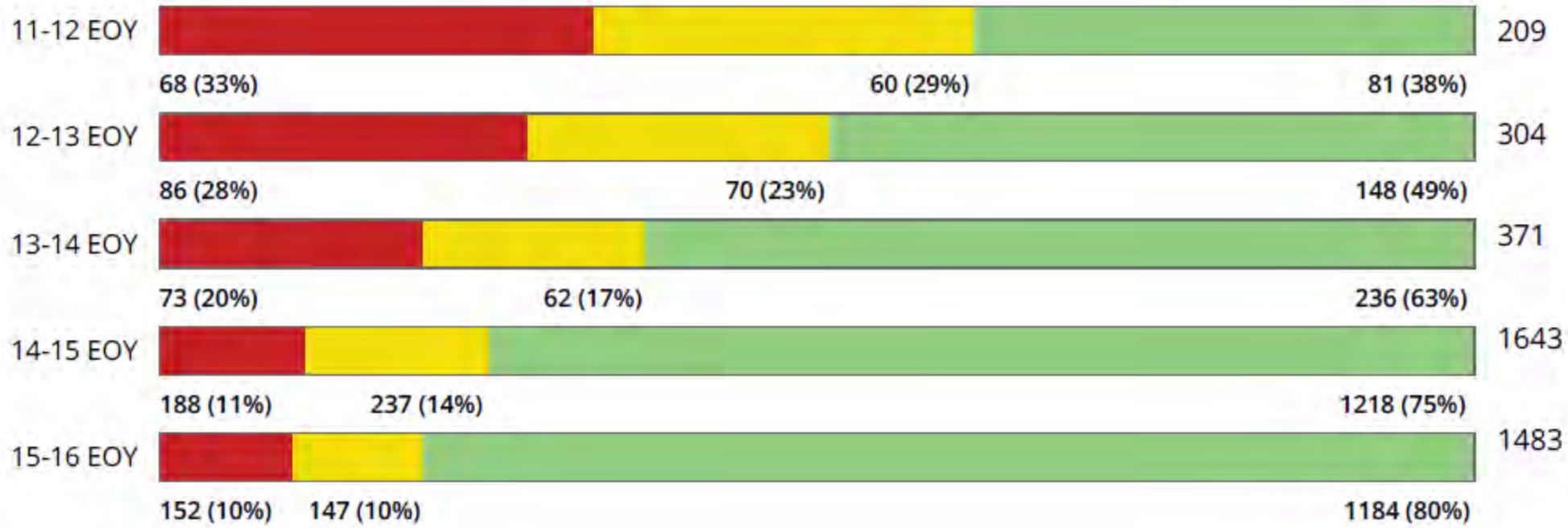
Percent of students in each DIBELS instructional category  
(May 2016)

Grade	Percent of students in each DIBELS instructional category (end of year 2014-15)					
	Students at <u>benchmark</u> level		Students <u>below</u> <u>benchmark</u> level		Students <u>well below</u> <u>benchmark</u> level	
	Waterbury	National	Waterbury	National	Waterbury	National
Kindergarten	74%	73%	15%	15%	11%	12%
1 <sup>st</sup> Grade	60%	66%	16%	13%	24%	22%
2 <sup>nd</sup> Grade	65%	69%	15%	13%	20%	18%
3 <sup>rd</sup> Grade	66%	67%	13%	12%	21%	21%
4 <sup>th</sup> Grade	55%	61%	22%	18%	23%	21%
5 <sup>th</sup> Grade	56%	59%	23%	21%	21%	20%

For 2014-15, the national mCLASS® user base ranges from 70,000 students assessed (5<sup>th</sup> grade) to 400,000 students assessed (grades K-3).

# Kindergarten: ELA End of Year Comparison

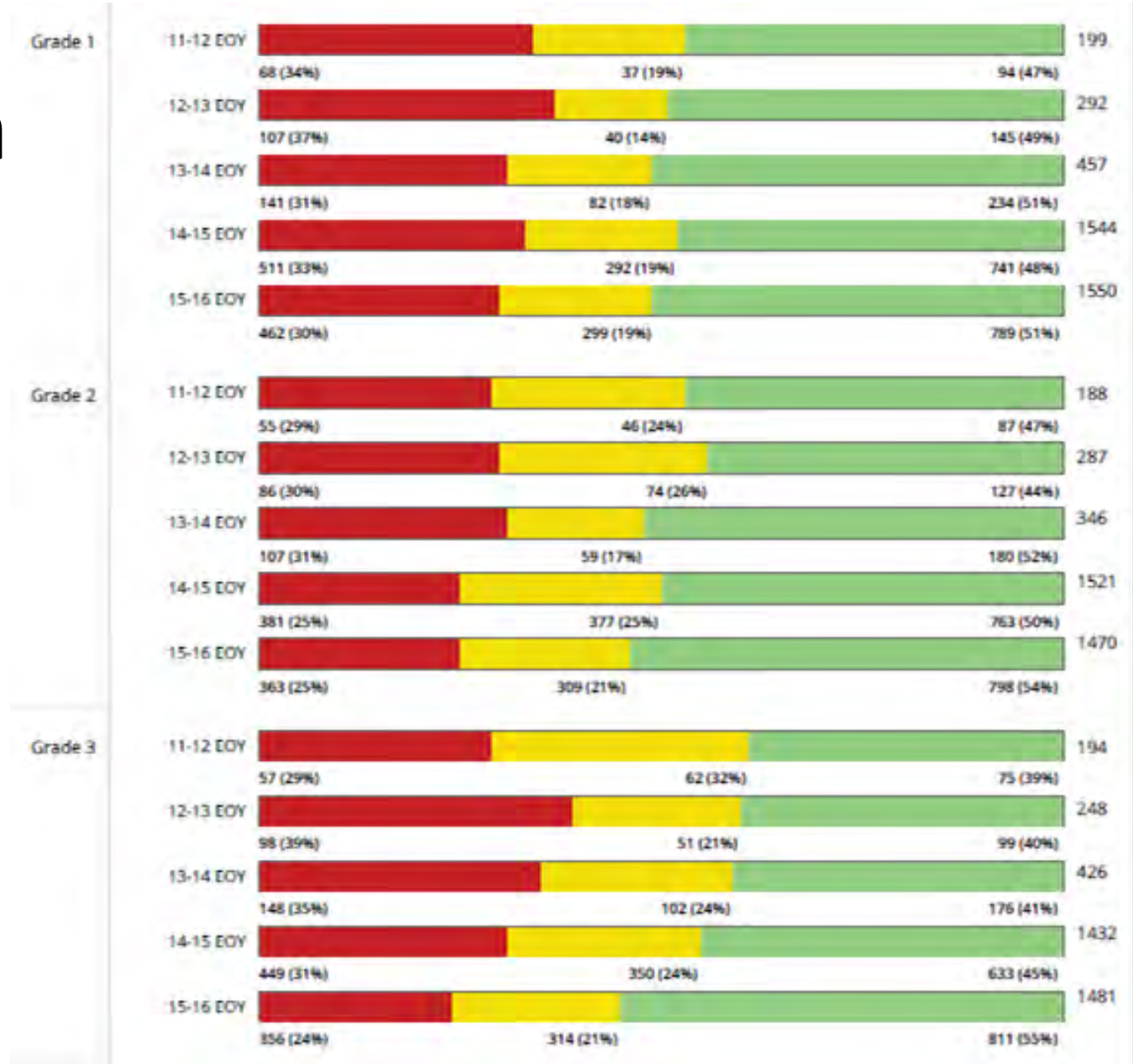
mCLASS Phoneme Segmentation Fluency (PSF)



# Grades 1-3 ELA:

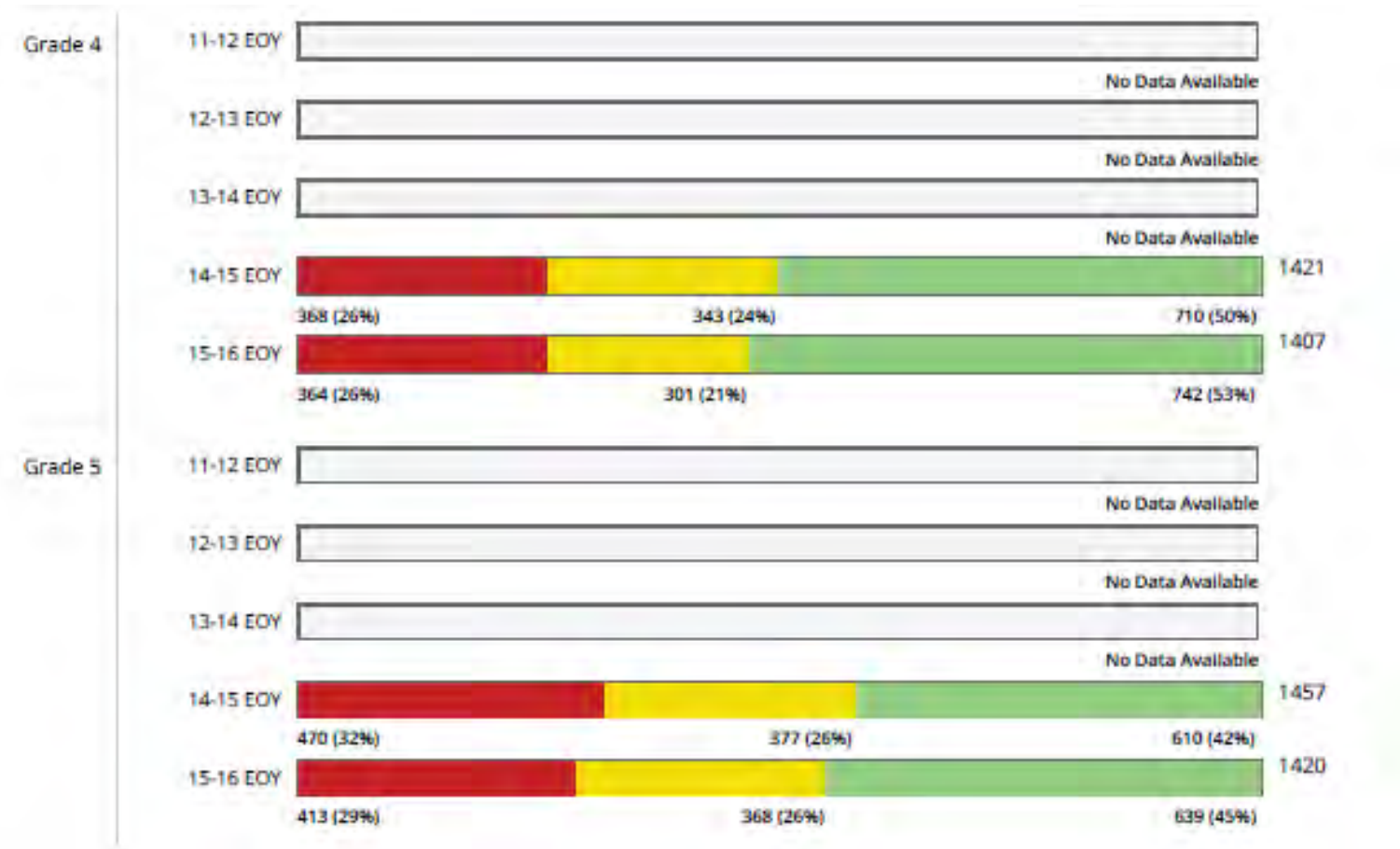
## End of Year Comparison

mCLASS DIBELS Oral Reading Fluency (DORF)



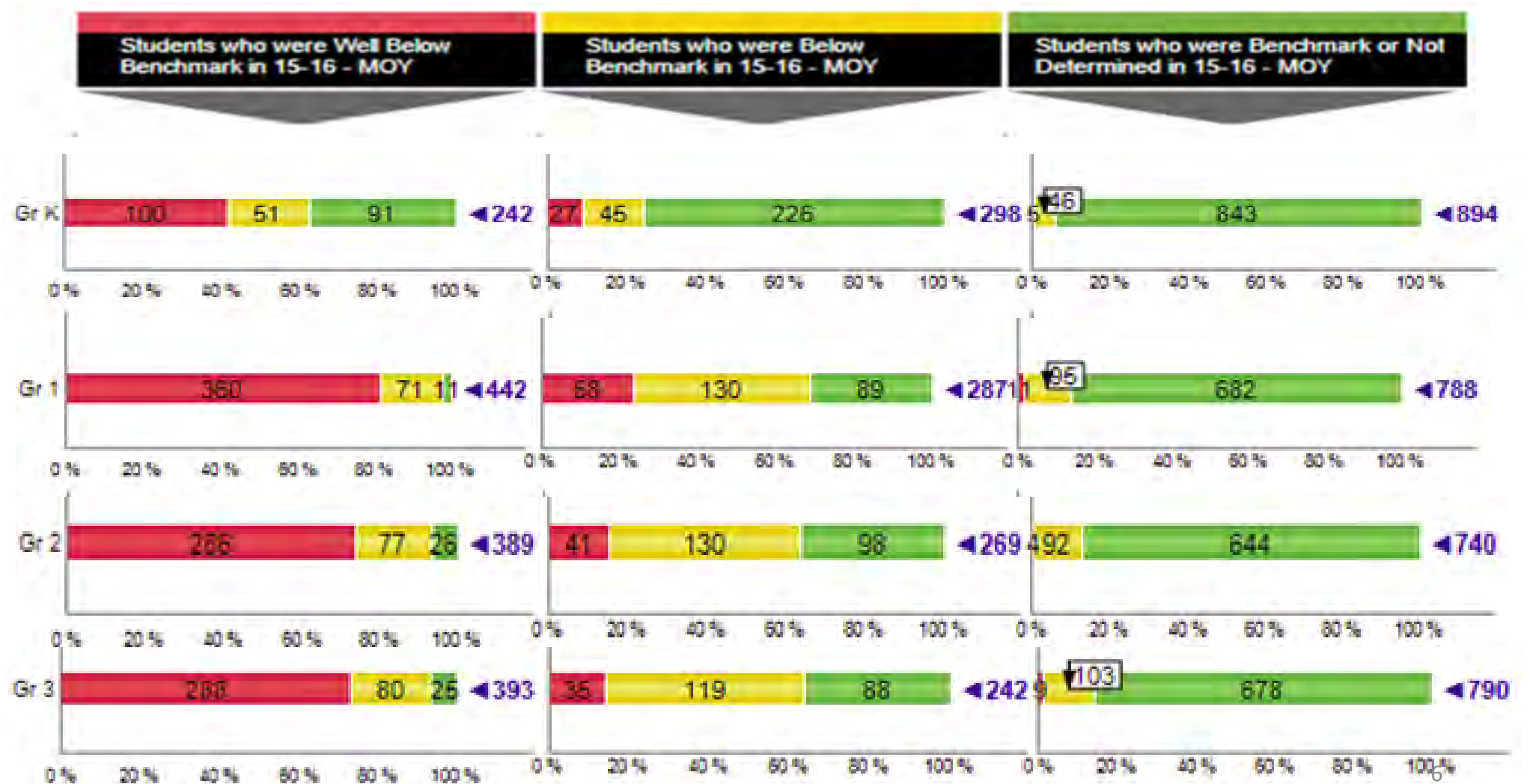
# Grades 4-5 ELA: End of Year Comparison

DIBELS Oral Reading Fluency (DORF)

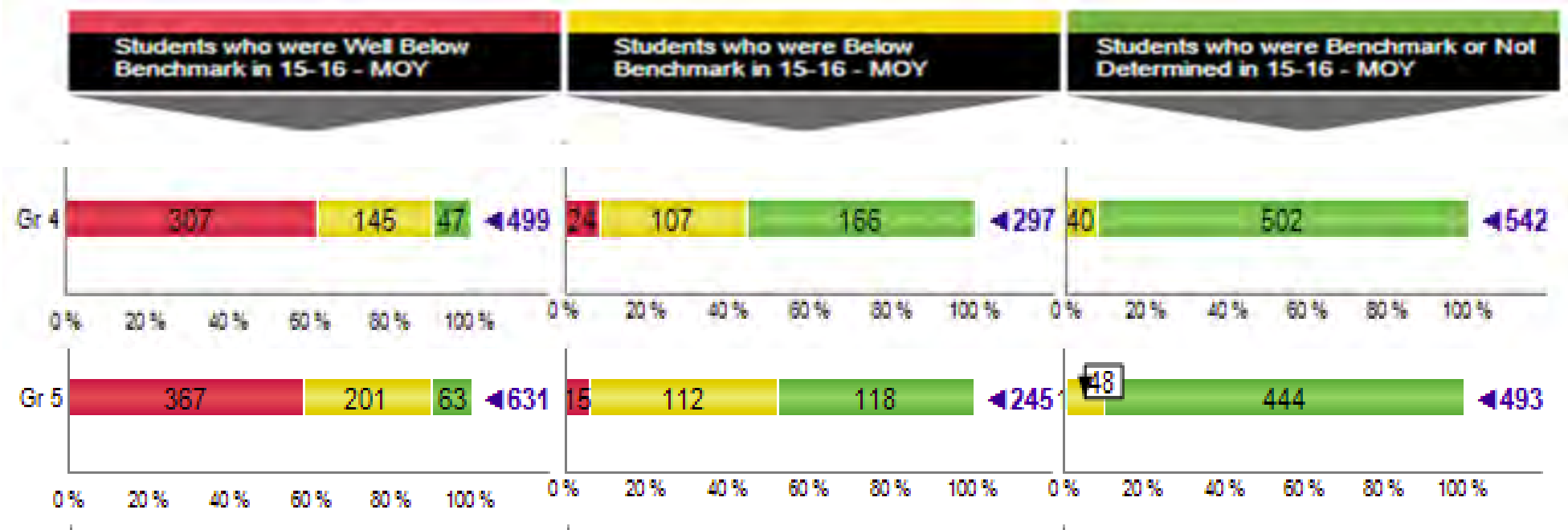




# Number of K-3 ELA Students Making Growth

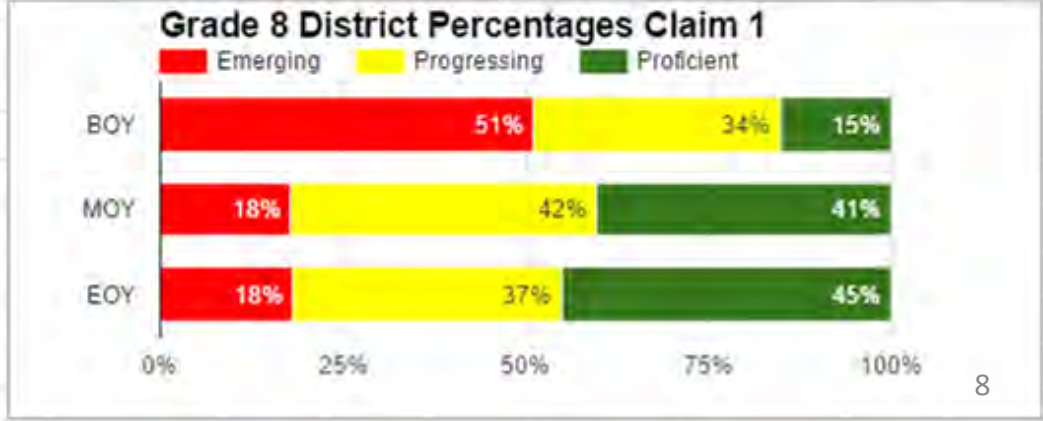
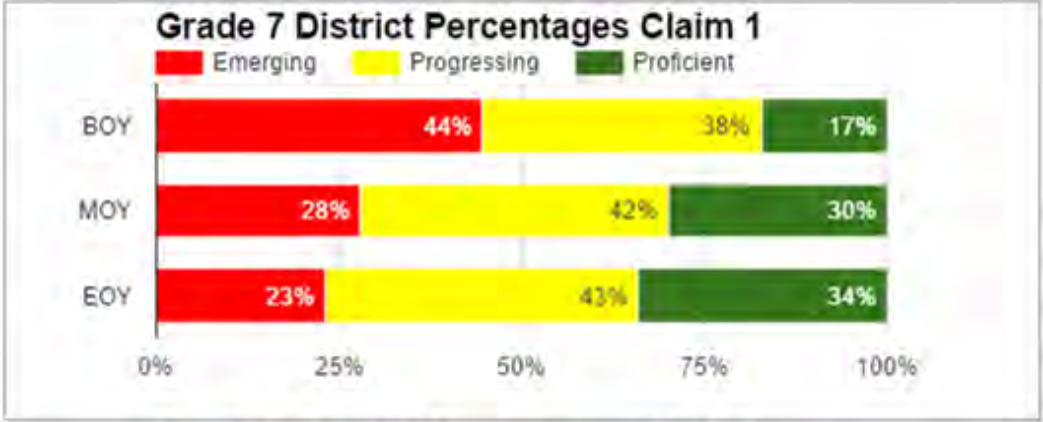
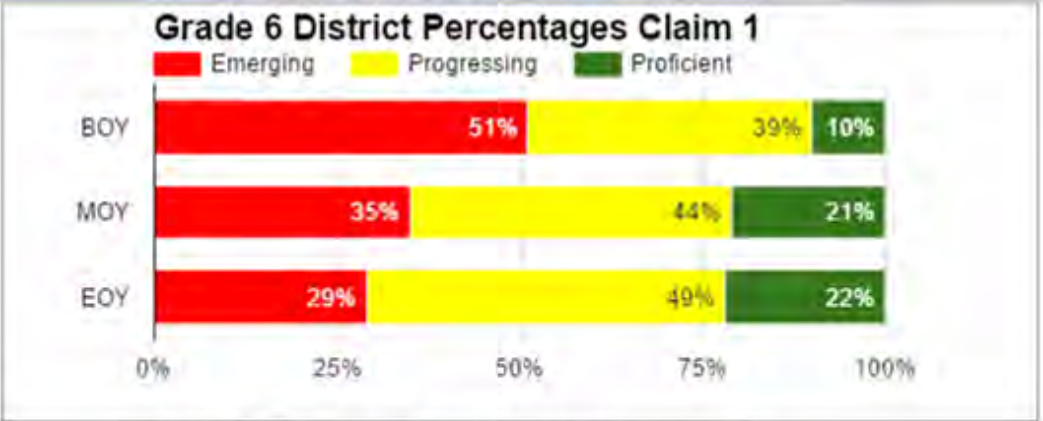
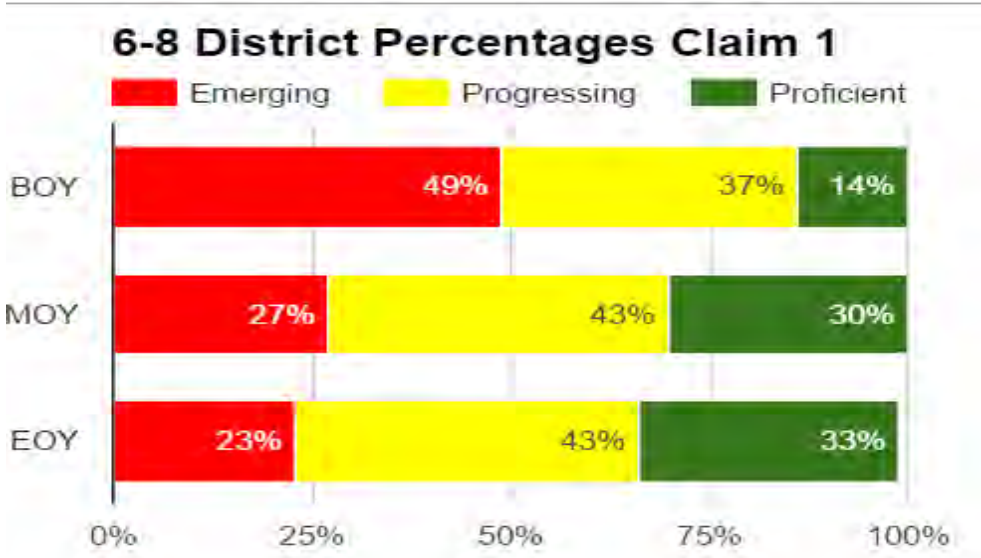


# Number of 4-5 ELA Students Making Growth



# Grade 6-8 ELA Reading Data

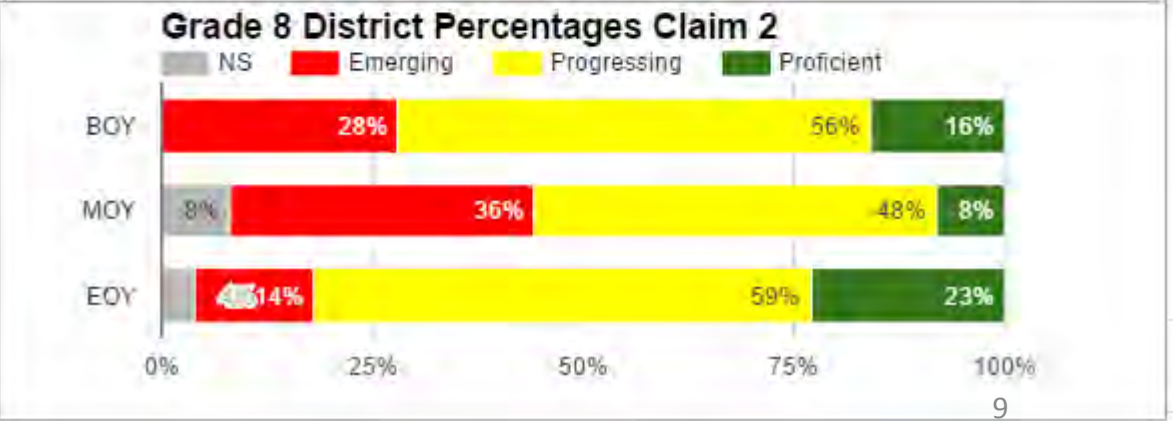
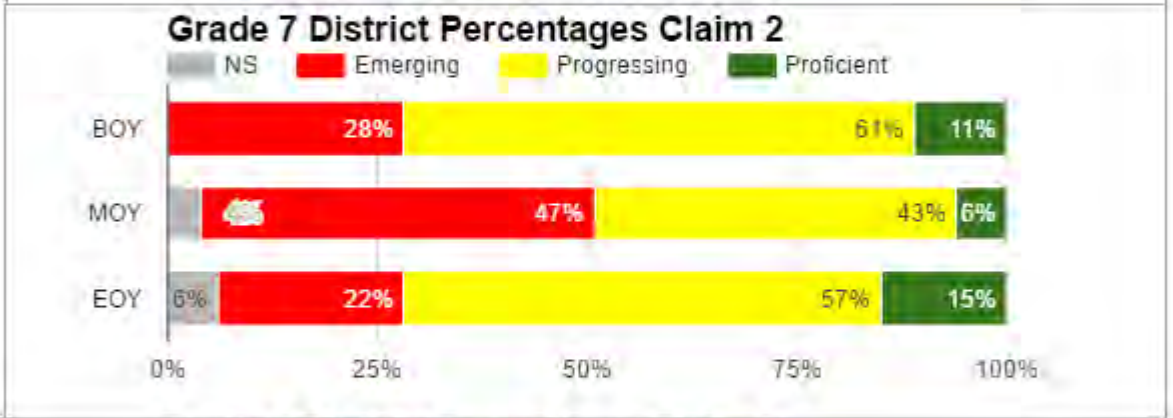
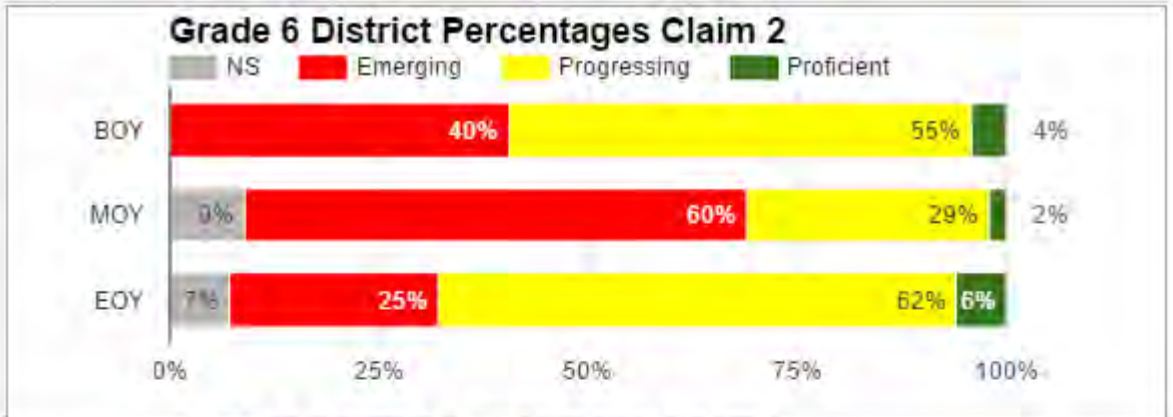
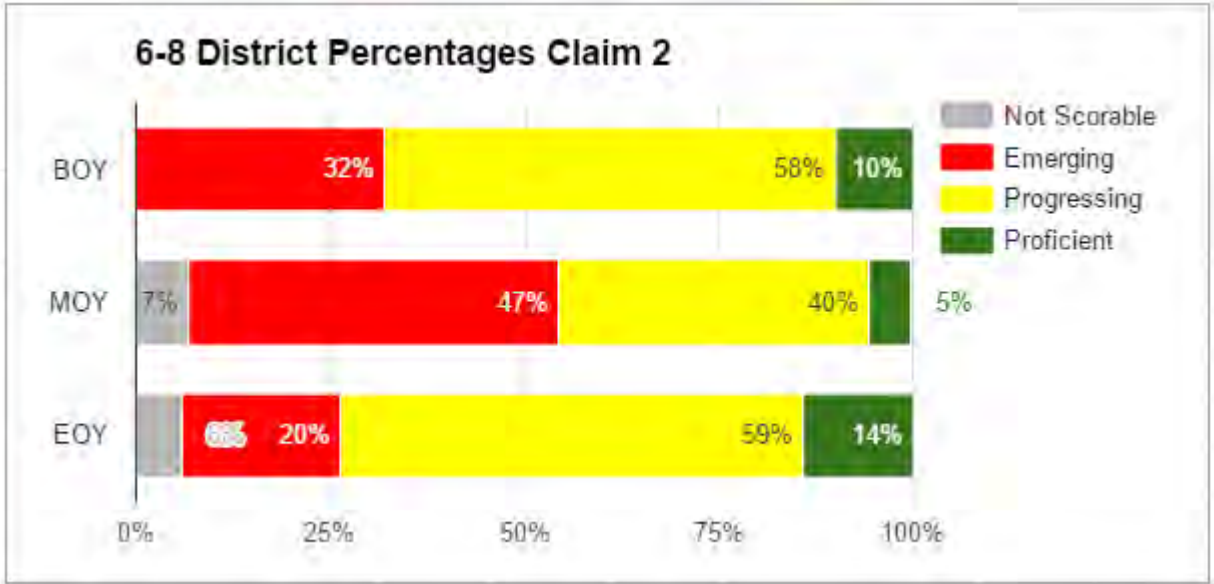
## District Assessments



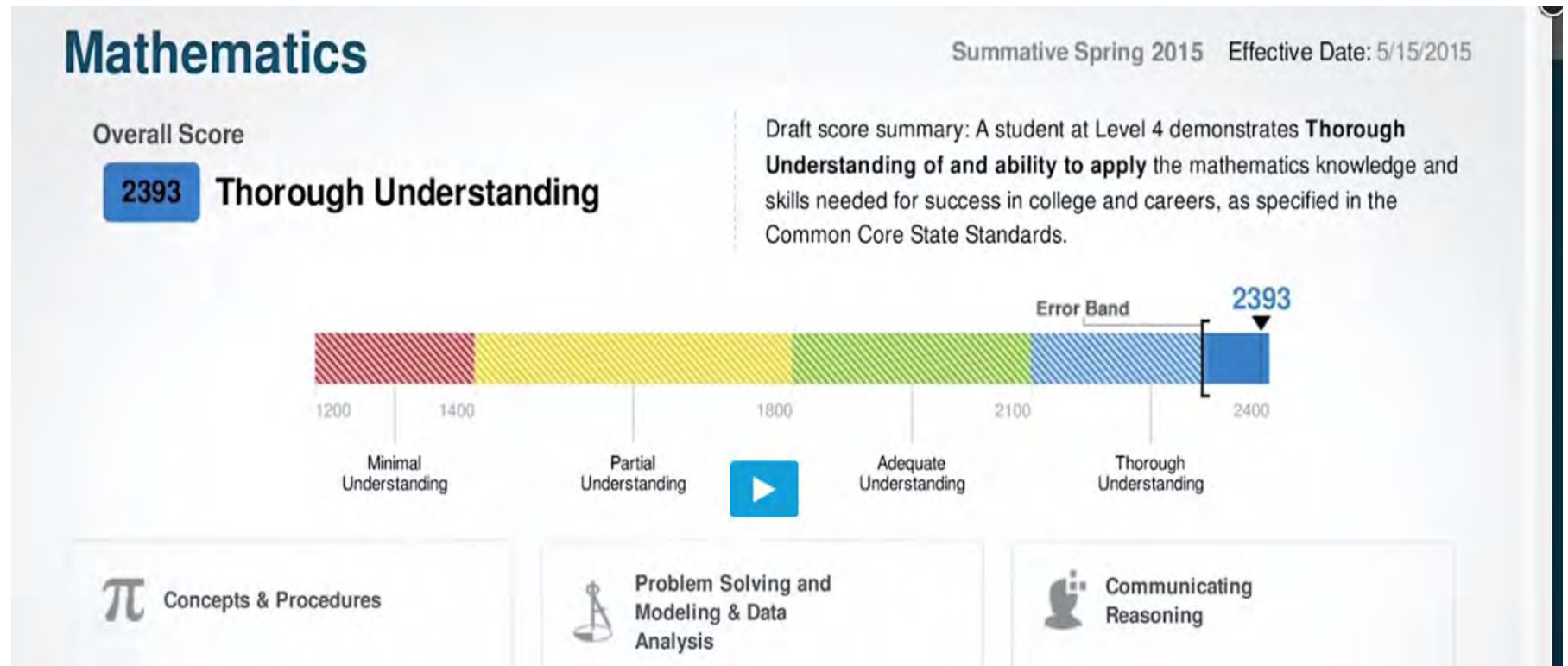


# Grade 6-8 ELA Writing Data

District Assessments



Overall Claim



Claim 1



Claims 2/4



Claim 3



# Performance Task Data - Elementary

District Averages		Novice	Apprentice	Practitioner	Expert
DAT 1	9/23/15	82%	17%	1%	0%
DAT 7	5/5/16	14%	44%	40%	2%
Change		- 68%	+27%	+39%	+2%

Grade K		Novice	Apprentice	Practitioner	Expert
DAT 1	9/23/15	94%	5%	1%	0%
DAT 5	4/28/16	14%	34%	50%	2%
Change		-80%	+29%	+49%	+2%
Grade 1					
DAT 1	9/23/15	90%	9%	1%	0%
DAT 7	5/5/16	12%	36%	49%	3%
Change		-78%	+27%	+48%	+3%
Grade 2					
DAT 1	9/23/15	81%	18%	1%	0%
DAT 7	5/5/16	19%	44%	37%	0%
Change		-62%	+26%	+36%	-
Grade 3					
DAT 1	9/23/15	77%	21%	2%	0%
DAT 7	5/5/16	11%	53%	34%	2%
Change		-66%	+32%	+32%	+2%
Grade 4					
DAT 1	9/23/15	70%	27%	3%	0%
DAT 7	5/5/16	18%	48%	32%	2%
Change		-52%	+21%	+29%	+2%
Grade 5					
DAT 1	9/23/15	78%	20%	1%	0%
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Change		-67%	+28%	+35%	+5%

Students will increase the ability to make sense of rich, complex problems, persevere in solving them and provide evidence to communicate mathematical understanding.

Achievement level was determined by rubric scoring of the 5 process standards- problem solving, reasoning and proof, communication, connections, and representation. Performance tasks were aligned to CCS and curriculum units.

Grade	Students Who Met Growth Criteria
K	92%
1	91%
2	81%
3	85%
4	75%
5	86%
ALL	85%

# Performance Task Data – Middle School

Middle School

EOY District Assessment Task Data

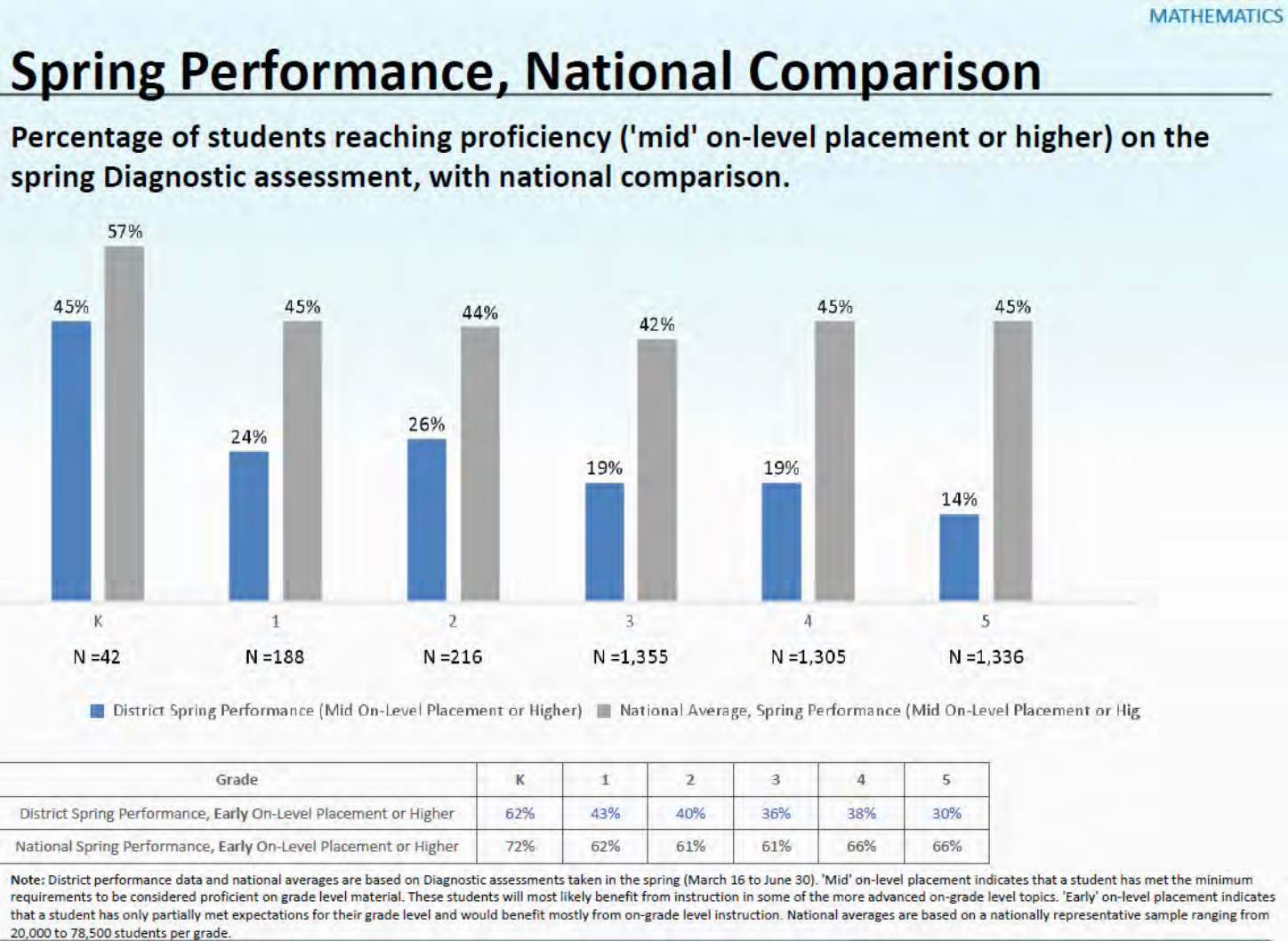
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# i-Ready Diagnostic and Instruction – Year 1 Implementation

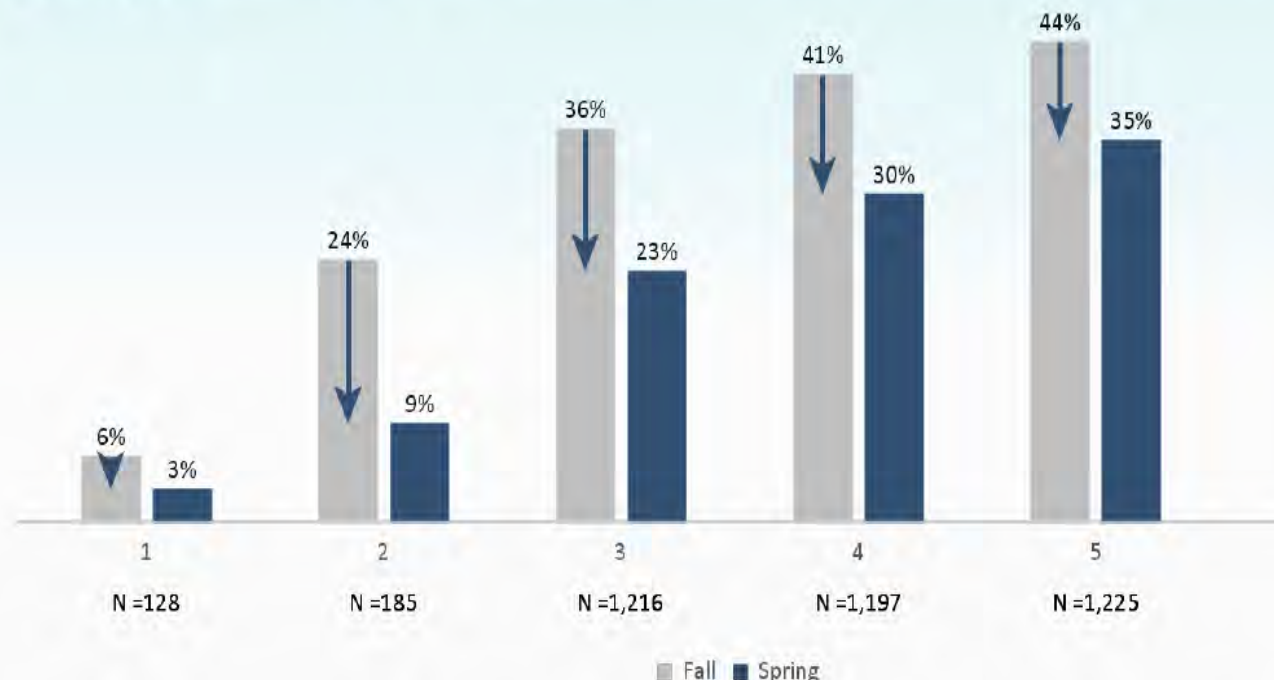
## Grades 3-5





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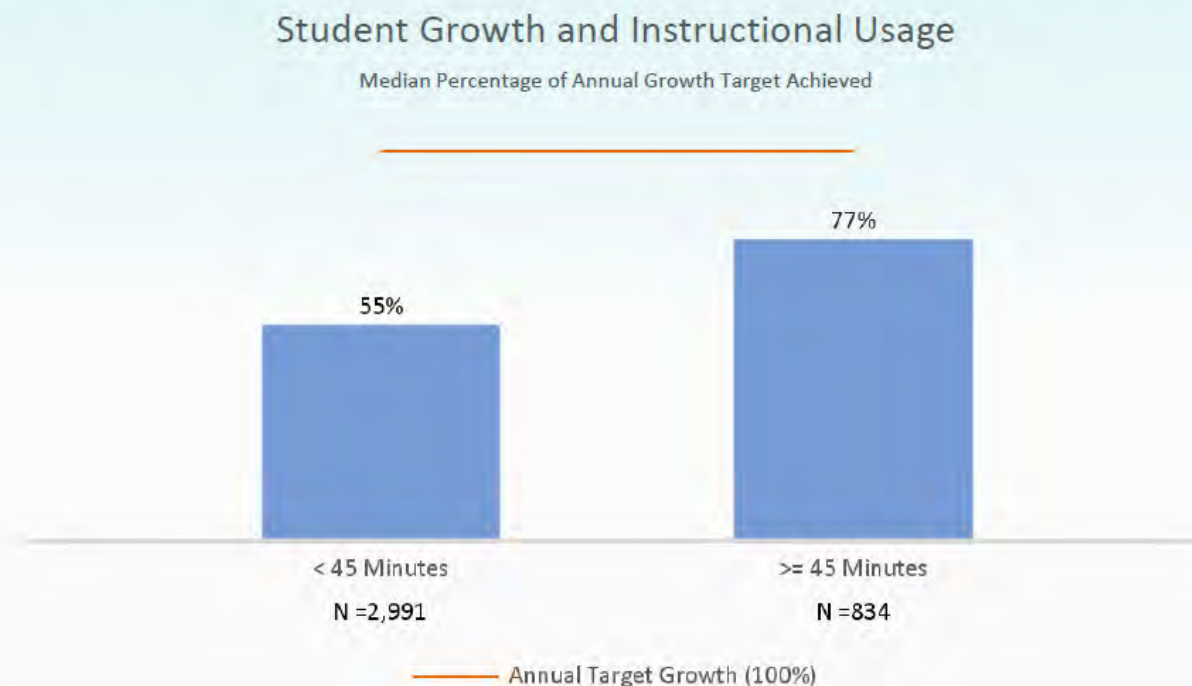


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#4

**Memorandum of Understanding**  
**Between**  
**Waterbury Department of Education**  
**and**  
**Southern Connecticut State University ("SCSU")**  
**for**  
**SCSU School of Education Graduate Cohorts**

This Memorandum of Understanding (this "MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 (the "Effective Date") by and between the Waterbury Department of Education, a municipal corporation organized and existing under the laws of the State of Connecticut with a mailing address at 236 Grand Street, Waterbury, Connecticut 06702 (the "DOE") and Southern Connecticut State University, a Public University organized and existing under the laws of the State of Connecticut with a mailing address at 501 Crescent Street, New Haven Connecticut 06516 ("SCSU").

**Whereas**, teachers in the DOE (herein after referred to as "Teachers/Students") are seeking certification in the following areas: Reading Specialist (102/MS), Reading & Language Arts Consultant (097/6<sup>th</sup> Year Professional Diploma) and/or certification only (no degree); and

**Whereas**, the DOE desires to collaborate with SCSU and proposes to offer a district-based cohort program in Graduate Reading to teachers in Waterbury; and

**Whereas**, SCSU is desirous of said relationship with DOE; and

**Whereas**, both parties seek a formal relationship that promotes further sharing of resources and information, including the possible development of other cohorts, such as. Educational Leadership.

**Now therefore**, the parties agree as follows:

**1. Interests of the Parties**

**1.1** The parties agree to offer the program as set forth below in Paragraph 2.

**1.2** The parties agree that the teachers/ students of said program shall enjoy all the benefits of the program as set forth below and shall have the same responsibilities for class attendance and assignments as set forth in Paragraphs 4, 5, and 6 below.



## **2. Scope of MOU**

**2.1** The parties shall offer a district-based cohort program in Graduate Reading to teachers/students in Waterbury (and surrounding areas as space allows) leading to certification as a Reading Specialist (102/MS), Reading & Language Arts Consultant (097/6<sup>th</sup> Year Professional Diploma) and/or certification only (no degree) at school facilities determined by the DOE.

**2.2** The parties agree that in order to run the program, this graduate cohort must have a minimum enrollment of 15 teachers/students. Enrollment shall be capped at a maximum of 22 teachers/ students (due to practicum enrollment limits) unless waived by the Dean of the SCSU School of Education.

## **3. Joint Responsibilities of the Parties**

**3.1** The DOE and SCSU shall:

- i. Administer the Graduate Reading Cohort program for all eligible Graduate Reading teachers/students from Waterbury and the surrounding areas as space permits.
- ii. Coordinate oversight of program with the Oversight Committee as set forth in paragraph 6 below.

## **4. Responsibilities of SCSU**

**4.1** SCSU shall:

- i. Allow teachers/students enrolled in the Graduate Reading Cohort in Waterbury to enjoy the same benefits (library privileges, access to on-line class supports, e.g. Blackboard, attendance at cultural and sporting events, eligibility for financial aid/scholarships, etc.) available to all members of the Southern Connecticut State University regardless of where they take classes; in turn, they will also be asked to meet the same requirements and responsibilities of all graduate students in the School of Education (use of TK20 for data collection, adherence to the standards outlined in the SOE Conceptual Framework and the Professional Dispositions Assessment, maintenance of 3.0 GPA in graduate classes, etc.).
- ii. Shall supply full time tenure-track or tenured faculty in Reading as well as highly qualified adjuncts from the School of Education (hereinafter “SOE”) to teach the courses in the Waterbury cohort will include

- iii. Shall represent that during the term of this MOU that it is a fully accredited public institution of higher education located in New Haven, and its Graduate Reading Program is also fully accredited (with no areas for improvement) by the International Literacy Association.

## **5 Responsibilities of the DOE**

### **5.1 The DOE shall:**

- i. Allow SCSU and its instructors access to designated Waterbury school/building facilities, equipment, and support staff (internet, projector/screen for class lectures, on-site custodian, security) for the duration of the cohort, approximately five (5) to seven (7) semesters in addition to summer literacy clinics at no cost to SCSU at minimal cost to be determined by the oversight committee and as agreed upon by SCSU.
- ii. The DOE agrees that the Cohort classes are scheduled to meet on Tuesdays & Thursdays from 4 PM-6:30 PM, or similar times to be determined by DOE and SCSU to meet scheduling requirements.
- iii. The DOE and Cohort teachers/students are aware and agree that with the exception of weather related cancellations (as determined by district), classes meet according to the CT State University academic calendar.
- iv. The DOE shall allow children in the Waterbury school district (grades K-12) to have first eligibility for participation in “no-fee” practicum/clinic classes (diagnostic, intervention clinics) offered through the reading cohort.
- v. DOE agrees to a periodic site visit by a NEASC site evaluator in accordance with their Policy on the Review of Off-campus Programming if 50% or more of the program is delivered in the Waterbury district.
- . Implementation of best practices.

## **6. Oversight Committee**

**6.1 Coordinate with Oversight Committee Members:** Members of the SCSU Graduate Reading Program and the DOE will collaborate to ensure smooth coordination of the cohort. Members will include:

- i. The Dean of the School of Education at SCSU (or designee);
- ii. The Superintendent of Waterbury Schools (or designee);

**6.2** SCSU staff will coordinate and collaborate with the DOE in order to offer and promote professional development, as appropriate, in areas to be mutually determined.

6.3 The Oversight Committee will monitor the activities under this MOU on a semi-annual basis prior to its expiration or renewal. The Oversight Committee may recommend modifications to this MOU as they deem necessary or desirable. Any such changes agreed to by the parties shall be set forth in writing and signed by the authorized representation(s) of each party.

7. **Term and Termination**

7.1 The term of this MOU shall commence upon execution of this MOU by all representatives of the parties indicated below, and shall continue until August 2020. The parties may then renew this MOU for subsequent academic years.

7.2 Either party may terminate this MOU with cause upon thirty (30) days written notice to the other party.

8. **Compensation**

8.1 The parties agree that there will be no compensation made to SCSU from the DOE for the performance of any of the services set forth herein.

8.2 Unless expressly indicated otherwise in this MOU, each party shall be responsible for its own expenses to perform its obligations under this MOU.

{Signature page follows.]

IN WITNESS WHEREOF, the parties hereto execute this MOU on the dates signed below:

WITNESSES:

**WATERBURY DEPARTMENT OF  
EDUCATION**

\_\_\_\_\_

By: \_\_\_\_\_  
Dr. Kathleen M. Ouellette  
Superintendent of Schools

\_\_\_\_\_

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

WITNESSES:

**SOUTHERN CONNECTICUT STATE  
UNIVERSITY**

\_\_\_\_\_

By: \_\_\_\_\_  
Dr. Mark Rozewski  
*Executive Vice President for Finance and  
Administration*  
Southern Connecticut State University

\_\_\_\_\_

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

WITNESSES:

**SOUTHERN CONNECTICUT STATE  
UNIVERSITY**

\_\_\_\_\_

By: \_\_\_\_\_  
Dr. Stephen Hegedus  
Dean, School of Education

\_\_\_\_\_

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



# Waterbury Public Schools


236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8019 ♦ Fax (203) 574-6703

#5

Robert C. Brenker  
Director of Personnel – Education

## MEMORANDUM

**TO:** Honorable Board of Education Commissioners

**FROM:** Robert C. Brenker, Director of Personnel – Education 

**DATE:** June 27, 2016

**SUBJECT:** StayWell Health Center Occupancy Agreement at the Bergin Complex

The Education Department would like to renew its occupancy agreement with StayWell Health Care, Incorporated. StayWell provides a school-based health clinic on site, which serves students at Crosby High and Wallace Middle Schools (Bergin Complex). Services include medical and dental treatment, and behavioral health care. The agreement will begin at the start of the 2016-2017 school year and the term is for three years. There is no cost to the City for services or furnishing of necessary equipment and supplies.

StayWell began its services at the start of the 2013-2014 school year. Waterbury Public Schools has been very pleased with the services provided for our students and their families over the past three years that the Center has been in operation. This agreement was not subject to the bid process.

Thank you for your consideration.

RBC/mc

cc: File

## OCCUPANCY AGREEMENT

**THIS OCCUPANCY AGREEMENT**, effective as of the date signed by the Mayor, is by and between is by and between **The City of Waterbury**, a Connecticut municipal corporation organized and existing under the laws of the State of Connecticut with offices at 235 Grand Street, Waterbury, CT 06702 ("City"); and **StayWell Health Care, Inc.**, non-stock corporation and existing under the laws of the State of Connecticut, with offices at 80 Phoenix Avenue, Waterbury 06702-1418 ("StayWell").

**WHEREAS**, the parties entered into an Occupancy Agreement for a portion of City-owned Wallace Middle School, 3465 East Main Street, Waterbury, CT for the purpose of installing a School Based Health Center ("SBHC") to provide medical and dental services for students enrolled in Wallace Middle School and Crosby High School, dated April 30, 2013; and

**WHEREAS**, the City is desirous of having StayWell continue to occupy that portion of Wallace Middle School to provide medical and dental services for students enrolled in Wallace Middle School and Crosby High School;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the City agrees to permit StayWell to occupy the area currently known as "auxiliary gymnasium" for the uses set forth below and upon all of the terms, promises, covenants, agreements and conditions hereinafter set forth and the parties agree as follows:

1. The space to be occupied by the SBHC is referred to as the auxiliary gymnasium ("Occupied Area"). Said Occupied Area, shall consist of two exam rooms, one dental room, one mental health room, one group room, one bathroom, an office for the site director, a waiting area and a receptionist area.
2. The SBHC shall use the Occupied Area for the sole and exclusive purpose of providing medical, behavioral health and/or dental treatment to students enrolled in Wallace Middle School or Crosby High School at the time of such treatment.
3. The Term of this Occupancy Agreement shall be for three (3) years from the date executed by the City's Mayor.
4. Staywell represents that all employees of the SBHC are fully licensed, insured and shall undergo all criminal background checks as are legally required of individuals working in public schools.
5. The SBHC shall be in operation only during the regular school year and only during regular school hours.
6. The City shall not be entitled to receive rental or use and occupancy payments from Stay Well for Stay Well's use of the Occupied Area.

7. Upon obtaining prior written consent of the City, and submission of plans acceptable to the City, which shall not be unreasonably withheld, Staywell, at their option and at their own cost and expense, at any time and from time to time, make such other alterations, changes, replacements, improvements and additions in and to the Occupied Area, as they may deem desirable and consistent with the use of said property as stated herein

8. Except as may otherwise be provided herein StayWell shall be solely responsible for the performance and cost of any, construction, alteration or other improvement of or to the Occupied Area. The School Inspector shall be consulted prior to the hiring of any construction contractor. All construction plans including detailed specifications for any fit-out, construction, alteration or other improvement shall be submitted by StayWell to the City's School Inspector for approval prior to the commencement of work which approval shall not unreasonably be withheld, conditioned or delayed. StayWell shall also cause said plans with details and specifications to be approved by the governmental authorities having jurisdiction thereof, all of such approvals to be obtained before any work is commenced and such submission to, and approval by the City's School Inspector and public authorities shall likewise be required as to any amendments to such plans with details and specifications. StayWell agrees that it will do and perform all of this work, or cause the same to be done and performed, in a good and workmanlike manner, and will prosecute the said work to completion with due diligence. Upon the completion of any fit-out, construction, alterations or improvements, StayWell shall furnish to the City's School Inspector, certificates of compliance with all requirements of all governmental authorities having jurisdiction. StayWell shall be responsible for obtaining and paying for all necessary permits for said renovations and related work.

9. Staywell shall perform all, alterations, renovation, addition or other improvement as authorized by City in a workmanlike manner and shall meet or exceed those standards generally recognized in the construction industry in the State of Connecticut and the governmental authority having jurisdiction over the Occupied Area.

10. All work done by Staywell in connection with any repairs or in connection with alterations, installations and changes in the Occupied Area shall be in compliance with building and zoning rules and regulations and with all applicable laws, orders, ordinances, rules, regulations and requirements of all federal, state and municipal governments or departments, commissions, boards and officers thereof and in accordance with the rules, orders and regulations of any applicable Insurance underwriters, and any restriction contained within the deed of said property.

11. If, as a result of StayWell's performing its obligations hereunder or in the making of any improvements, repairs, replacements, alterations, installations, and/or changes in or upon the Occupied Area as may be permitted hereunder, any mechanic's or other lien or order for the payment of money shall be filed against the Occupied Area or the real property known as 3465 East Main Street, Waterbury, CT by reason of, or arising out of any labor or material furnished or alleged to have been furnished or to be furnished, or for, StayWell at the Occupied Area or for or by reason of any change, alteration or addition by StayWell, or the cost or expense thereof, or any contract relating thereto, or against StayWell or the City by reason of such work or contract

of StayWell, StayWell shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of StayWell, within ninety (90) days after having been requested in writing so to do by the City, and shall also defend, on behalf of the City, at StayWell's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens, or orders, and StayWell shall pay any damage and discharge any judgment entered therein and save harmless the City from and indemnify it against any claim, liability, damage or costs, including reasonable attorneys' fees, resulting there from.

12. StayWell shall be solely responsible for the installation of and all costs and periodic charges associated with telephone lines, information technology services and any security system located within and serving the SBHC.

13. The City shall be responsible for custodial services and garbage removal. StayWell shall be responsible for contracting with a licensed contractor for removal of bio-hazardous waste from SBHC and shall be solely responsible for the cost of such removal.

14. The City may terminate this Occupancy Agreement at any time for the convenience of the City, upon a ninety (90) day written notice to Staywell.

14.1 StayWell shall be in default under this Occupancy Agreement if StayWell shall be in default in the performance of any term, covenant or condition of this Occupancy Agreement and such default has not been cured within sixty (60) days after written notice by City to StayWell and to The Health Resources and Services Administration (HRSA) specifying such default and requiring it to be remedied, or where such default cannot reasonably be remedied within such period of sixty (60) days, if StayWell or HRSA shall not have, in good faith, commenced the remedying thereof within such period of time and shall not be proceeding with due diligence to remedy it.

14.2 If StayWell shall be in default under this Occupancy Agreement, City at its option may terminate this Occupancy Agreement upon written notice to StayWell, and upon such termination, StayWell shall surrender the Occupied Areas and all improvements located thereon to City.

15. In the event StayWell defaults, it's HRSA grant is terminated or if StayWell vacates the Occupied Area before the end of the term of the Occupancy Agreement, HRSA shall have the right to designate a replacement for StayWell for the balance of the Agreement term, subject to the approval by the City of Waterbury which approval shall not be unreasonably withheld.

16. StayWell shall, at its sole cost and expense and at all times during the term of this Occupancy Agreement and any renewals or holdovers thereof, maintain the insurance coverages set forth below which shall protect the City from claims that may arise out of or resulting from the Staywell's use of the Occupied Area and operation of SBHC with limits as follows:

- A. General Liability Insurance: \$1,000,000 per Occurrence / \$2,000,000 Aggregate



- B. Workers' Compensation: Statutory Limits within the State of Connecticut
- C. Professional Liability: Medical Professional Liability - \$1,000,000 per Occurrence / \$1,000,000 Aggregate
- D. Abuse/Molestation Liability: \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

16.1 In addition, Staywell shall maintain Property Insurance for the Full Replacement Value of all Contents, and Improvements and Betterments located in, on or about the Occupied Area.

16.2 StayWell shall, at no cost or expense to the City and at all times during any alterations, renovation, addition or other improvement to the Occupied Area, maintain or cause its contractor(s) and subcontractors to maintain the insurance coverages set forth below which shall protect the City from claims that may arise out of or resulting from the renovation of the Occupied Area limits as follows:

- A. General Liability Insurance: \$1,000,000 per Occurrence / \$2,000,000 Aggregate including Products & Completed Operations Liability coverage.
- B. Auto Liability: \$1,000,000 per Accident, Combined Single Limit
- C. Excess/Umbrella Liability: \$1,000,000 per Occurrence/ \$1,000,000 Aggregate
- D. Workers Compensation: Limits as statutorily required
- E. Pollution Liability: \$1,000,000 per Claim (or per Occurrence, if an Occurrence based policy/\$1,000,000 Aggregate

16.3 StayWell's/StayWell's contractors' insurance policies (as applicable) shall be endorsed to add the City as an Additional Insured on the General Liability, Auto Liability Excess Liability and Abuse/Molestation policies and. The insurance afforded the City as additional insured shall be primary insurance and the coverage and limits provided under StayWell's or its Contractors' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the City may have in force. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least sixty (60) months.

16.4 Prior to the execution of this Occupancy Agreement, Staywell shall furnish to the City of Waterbury, Office of the Corporation Counsel, subject to the approval by the Risk Manager, Certificate(s) of Insurance and Evidence of Property Insurance using the appropriate ACORD Form verifying the coverage required in this Article, including the naming of the City of Waterbury, as follows: "The City of Waterbury, its public officials and its employees and any person acting under, through or for them are listed as additional insured by Endorsement on the respective General Liability and Abuse/Molestation policies". StayWell must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Each such Certificate of Insurance afforded under the policies that may be cancelled or reduced for any reason must be sent prior to and such cancelation or reduction in coverage.

16.5 StayWell shall deliver to the City a copy of its insurance policies and endorsements and riders, as required under this Occupancy Agreement on a yearly basis.

16.6 Prior to the commencement of any renovation work on the Occupied Area, StayWell shall furnish to the City of Waterbury, Office of the Corporation Counsel, subject to the approval by the Risk Manager, the Contractor's Certificate(s) of Insurance and Evidence of Property Insurance using the appropriate ACORD Form verifying the coverage required herein, including the naming of the City of Waterbury, as follows: "The City of Waterbury, its public officials and its employees and any person acting under, through or for them are listed as additional insured by Endorsement on the respective General Liability, Auto Liability and Excess Liability policies". StayWell must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Each such Certificate of Insurance afforded under the policies that may be cancelled or reduced for any reason must be sent prior to and such cancelation or reduction in coverage.

16.7 StayWell shall procure an appropriate clause in, or endorsement on, each of its policies including, General Liability Insurance, Workers' Compensation and on all other forms of property damage insurance including covering the occupied Area or personal property, fixtures or equipment located thereon whereby the insurer waives subrogation or consents to a waiver of the right of recovery against the City, and having obtained such clause or endorsement of waiver of subrogation or consent to waiver of right of recovery, StayWell agrees that it will not make any claim against or seek to recover from the City for any loss or damage to property of the type covered by such insurance.

17. StayWell shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) 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 (b) is caused in whole or in part by any willful or negligent act or omission of 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.

17.1 In any and all claims against the City or any of its boards, agents, employees or officers by StayWell or any employee of the StayWell, 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 17.1, 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 StayWell or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

17.2 StayWell understands and agrees that any insurance required by this agreement, or otherwise provided by the Consultant/Vendor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this agreement.

18. Staywell (which shall be a "Person" as the term is defined in Section 38 of the City's Code of Ordinances) shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Agreement, including but not limited to the following:

18.1 It shall be a material breach of this Agreement, 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.

18.2 It shall be a material breach of this Agreement, 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~~.

18.3 It shall be a material breach of this Agreement and it shall be a violation of

the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant/Vendor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

18.4 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.

18.5 Upon a showing that a subcontractor made a kickback to the City, a prime Consultant/Vendor 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.

18.6 It shall be a material breach of this Agreement 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.

18.7 Staywell hereby expressly represent 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 for a Person

18.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 18.1-18.7.

18.9 Staywell is hereby charged with the requirement that they 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.

18.10 Staywell hereby acknowledges receipt of a copy of the Chapters 38 and 40 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 Department web site: <http://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [see two (2) links titled "procurement ordinance" and "ethics ordinance"].

18.11 Staywell is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

18.12. 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.

19. 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 Occupancy Agreement.

20. PROHIBITION AGAINST CONTINGENCY FEES. Staywell hereby represents that it has not retained anyone to solicit or secure the Occupancy Agreement with the City upon an agreement or understanding for a commission, percentage, ~~brokerage or contingency~~ fee.

21. During the term of this Agreement, except as may otherwise be set forth herein, neither party may assign their rights and obligations hereunder ~~and the City shall not transfer the Occupied Area or use said Occupied Area for a non-grant-related purpose without the written approval of HRSA whether or not the grant support had ended.~~

The next page is the signature page.)

Signed, sealed and delivered in the presence of:

THE CITY OF WATERBURY

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

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

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

STAYWELL HEALTH CARE INC.

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

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

Its: \_\_\_\_\_, duly authorized

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

STATE OF CONNECTICUT

}

ss. Waterbury

COUNTY OF NEW HAVEN

On this the \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Neil M. O'Leary, known to me or satisfactorily proven to be the person whose name is subscribed herein who acknowledged himself to be the Mayor of the City of Waterbury, a Municipal Corporation, and that he as such Mayor executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its Mayor.

In Witness Whereof, I hereunto set my hand and official seal.

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

STATE OF CONNECTICUT)

)

ss: Waterbury

COUNTY OF NEW HAVEN)

On this the \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed herein who acknowledged himself to be the \_\_\_\_\_ of StayWell Health Care, Inc. a Connecticut ~~non-stock~~ corporation, and that he, as such \_\_\_\_\_, being duly authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by himself as \_\_\_\_\_.

In Witness Whereof, I hereunto set my hand and official seal.

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



# Waterbury Public Schools

#6

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8019 ♦ Fax (203) 574-6703

Robert C. Brenker  
Director of Personnel – Education

## MEMORANDUM

**TO:** Honorable Board of Education Commissioners

**FROM:** Robert C. Brenker, Director of Personnel – Education *RCB*

**DATE:** June 27, 2016

**SUBJECT:** Amendment #1 to the Maintenance Services Agreement for Facilities Management System, System Support Services and Temperature Control at various school locations with SNE Building Systems, Incorporated

The Education Department would like to amend the three year agreement with SNE Building Systems for Facilities Management System, System Support Services and Temperature Control at seven school locations (Laurel Hill and Bergin Complexes, Kennedy High School, Rotella and Maloney Magnet Schools, Gilmartin, Duggan and Reed K-8 Schools and Enlightenment). Corporation Counsel recommended amending the current contract in lieu of creating a new contract since all other items remain in effect. The amendment would begin on August 1, 2016 and end on July 31, 2019. The total amount of the agreement is \$210,400 (\$69,200 for years one and two, and \$72,000 for the third year). SNE is the only authorized field installation and repair office in Connecticut for Invensys hardware and software making SNE a sole source. The amendment will maintain the sites listed above.

Waterbury Public School has been using SNE since 2010 and have very pleased with their service and performance during that time. Thank you for your consideration.

RCB/mc

cc: Shannon Sullivan, Acting School Inspector  
File

**AMENDMENT NUMBER 1**  
**to**  
**MAINTENANCE SERVICES AGREEMENT**  
**for**

**Maintenance Services for Facilities Management System, System Support Services and Temperature Control at Laurel Hill Complex (consisting of Wilby High and North End Middle Schools), Rotella Magnet School, Bergin Complex (consisting of Crosby high and Wallace Middle Schools), Maloney Magnet School, Kennedy High School, Gilmartin elementary School, Duggan Elementary School, Enlightenment School, and Jonathan E. Reed Elementary School**

**between**  
**The City of Waterbury, Connecticut**  
**and**  
**SNE Building Systems, Inc.**

---

**THIS AMENDMENT NUMBER 1**, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall Building, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and SNE Building Systems, Inc., 29 Kripes Road, P.O. Box 575, East Granby, Connecticut, 06026, a State of Delaware, duly registered foreign corporation ("Contractor").

**WHEREAS**, the parties hereto entered into an Agreement effective on October 23, 2013 for maintenance of facilities management systems, system support services and temperature control at various Waterbury Schools; and

**WHEREAS**, the parties now desire to amend the October 23, 2013 Agreement to extend the term of the agreement from July 31, 2016 through July 31, 2019; and

**WHEREAS**, the parties desire to further amend the Agreement to provide for additional services and compensation for the satisfactory provision of all goods and services as provided in this Amendment No. 1 as set forth below.

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

**1. Scope of Services.** Paragraph 1 of the October 23, 2013 Agreement shall be ~~amended~~ to include the services as set forth in Attachment A of this Amendment Number 1, entitled SNE Building Systems, Inc. Maintenance Services Agreement.

**2. Contract Time.** Paragraph 5 of the Agreement shall be amended to extend the contact term for three (3) additional years from August 1, 2016 through July 31, 2019.

**3. Compensation.** Paragraph 6, of the Agreement shall be amended to read as follows: The total compensation for services properly rendered, as set forth in this Amendment Number 1, shall not exceed TWO HUNDRED TEN THOUSAND FOUR HUNDRED DOLLARS (\$210,400.00). Compensation as provided in the October 23, 2013 Agreement was in an amount not to exceed TWO HUNDRED TWO THOUSAND



TWO HUNDRED DOLLARS (\$202,200.00). Therefore the compensation for the entire Agreement as amended by the Amendment Number 1 shall not exceed FOUR HUNDRED TWELVE THOUSAND SIX HUNDRED DOLLARS (\$412,600.00)

4. Paragraph 6. A. of the Agreement shall be deleted and shall be substituted by the following:

A. **Fee Schedule.** The fee payable to the Contractor shall not exceed FOUR HUNDRED TWELVE THOUASND SIX HUNDRED DOLLARS (\$412,600.00) for the entire six-year term of this Agreement as amended by this Amendment Number 1, hereinafter referred to as "Total Compensation," with the basis of payment being as follows:

- i. August 1, 2013- July 31, 2014.....an amount up to **Sixty-Six Thousand Five Hundred Dollars (\$66,500.00)**
- ii. August 1, 2014- July 31, 2015.....an amount up to **Sixty-Six Thousand Five Hundred Dollars (\$66,500.00)**
- iii. August 1, 2015- July 31, 2016.....an amount up to **Sixty-Nine Thousand Two Hundred Dollars (\$69,200.00)**
- iv. August 1, 2016- July 31, 2017.....an amount up to **Sixty-Nine Thousand Two Hundred Dollars (\$69,200.00)**
- v. August 1, 2017- July 31, 2018.....an amount up to **Sixty-Nine Thousand Two Hundred Dollars (\$69,200.00)**
- vi. August 1, 2018- July 31, 2019.....an amount up to **Seventy-Two Thousand Two Hundred Dollars (\$72,000.00).**

5. All other terms, conditions, and provisions of the October 23, 2013 Agreement shall remain in full force and effect and binding on the parties here

IN WITNESS WHEREOF, the parties hereto execute this Amendment 1 on the dates signed below.

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

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

\_\_\_\_\_

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

WITNESS:

SNE BUILDING SYSTEMS, INC.

\_\_\_\_\_

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

Its \_\_\_\_\_

\_\_\_\_\_

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

ATTACHMENT A

SNE Building Systems, Inc. Maintenance Services Agreement.



INSIDE

## MAINTENANCE SERVICES AGREEMENT

Waterbury Public Schools  
Chase Building, Third Floor  
236 Grand Street  
Waterbury, CT 06702  
Attention: Mr. John Cross

### Services to be provided at the following Locations:

Wilby High School, North End Middle School in the Laurel Hill Complex, Crosby High School, Wallace Middle School in the Bergin Complex, Rotella School, Maloney Magnet School, JFK High School, Gilmartin Elementary, Duggan Elementary, Enlightenment and Jonathan Reed Elementary School

SNE Building Systems, Inc. agrees to provide the services described in the attached schedules in accordance with the following terms and conditions:

### Services Agreement and Schedules:

Facilities Management System

System Support Services

Temperature Control

### Terms and Payment:

This Service Agreement shall begin on the **1st day of August, 2016**, and shall continue for a period of one year with an additional two-year option and from year to year thereafter until terminated. After the initial term, either party may terminate this agreement upon thirty days' written notice prior to the anniversary date of the agreement.

The contract price shall be subject to adjustment yearly to recognize any changes in costs. Notice of proposed adjustments to the annual price will be provided at least sixty days prior to agreement renewal date.

SNE Building Systems, Inc. agrees to furnish the services as described in this agreement for the annual amount of:

**ONE YEAR OPTION**  
**August 1, 2016 – July 31, 2017**  
**\$69,200.00**

**SECOND YEAR OPTION**  
**August 1, 2017 – July 31, 2018**  
**\$69,200.00**

**THIRD YEAR OPTION**  
**August 1, 2018 – July 31, 2019**  
**\$72,000.00**

In addition to the annual contract amount, the customer shall pay any present taxes or governmental charges with regard to the transfer, use, or ownership or possession of the equipment covered by this agreement.

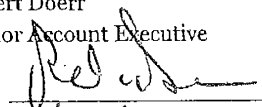
Invoices will be issued semi-annually as agreed. Payment will be made within 30 days of invoice date.

This proposal, including the attached pages, special conditions, and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by SNE Building Systems, Inc. This agreement supersedes all prior presentations and agreements not incorporated herein.  
This Proposal is valid through: August 31, 2016.

### Signatures

Submitted for:  
SNE Building Systems, Inc.

By: Robert Doerr  
Title: Senior Account Executive

Signature:   
Date: 4/15/16

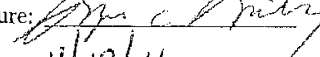
This agreement is accepted for:  
Customer: Waterbury Public Schools

By:  
Title:

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

Approved for:  
SNE Building Systems, Inc.

By: Byron C. Bailey  
Title: President

Signature:   
Date: 4/18/16

Date Submitted: 3-31-2016  
Proposal No: 15956

OFFICE USE

Phone: 203-574-8012  
Agreement No: 15956

SNE BUILDING SYSTEMS, INC.  
Federal Tax ID #06-116-3000

29H Kripes Road • PO Box 575 • East Granby, CT 06026 • Phone (860)653-5095 • Fax (860)653-5328  
CT# S-1: 395976 www.SNEBuildingSystems.com CT# E-1: 186115

**MAINTENANCE SERVICES AGREEMENT**

(Laurel Complex, Bergin Complex, Rotella Elementary, Maloney Magnet School, JFK High School, Gilmartin Elementary, Duggan Elementary, Enlightenment and Jonathan Reed Elementary)

**Schedule of Equipment**

(1) Enterprise Server Software (Web based graphics)

**LAUREL HILLS COMPLEX – (Wilby H.S./North End M.S.)**

**SNE JOB #'s 97528, 00095, 08549 and 08550**

<b><u>Quantity</u></b>	<b><u>Equipment</u></b>	<b><u>Manufacturer</u></b>	<b><u>Designation</u></b>
1	UNC-520-2	TAC/IA Systems	Universal Network Controller
7	MNL-800	TAC/IA Systems	LON DDC Controllers
16	VAV Boxes	TAC/IA Systems	LON DDC Controllers
31	MZII	Invensys	Microzone II DDC Controllers
1	PEM-1	Invensys	Packaged Equipment Module

**BERGIN COMPLEX – (CROSBY H.S./WALLACE M.S.)**

**SNE JOB #'s 97529, 99746 and 08549**

<b><u>Quantity</u></b>	<b><u>Equipment</u></b>	<b><u>Manufacturer</u></b>	<b><u>Designation</u></b>
1	UNC-520-2	TAC/IA Systems	Universal Network Controller
41	MZII	Invensys	Microzone II DDC Controllers
1	PEM-1	Invensys	Packaged Equipment Module
7	MNL-800	TAC/IA Systems	LON DDC Controllers
17	VAV Boxes	TAC/IA Systems	LON DDC Controllers

**JFK HIGH SCHOOL**

**SNE JOB #'s 08591 and 11028**

<b><u>Quantity</u></b>	<b><u>Equipment</u></b>	<b><u>Manufacturer</u></b>	<b><u>Designation</u></b>
1	UNC-410-1	TAC/IA Systems	Universal Network Controller
1	UNC-520-2	TAC/IA Systems	Universal Network Controller
7	MNL-800	TAC/IA Systems	LON DDC Controller
7	VAV Boxes	TAC/IA Systems	LON DDC Controllers

**ROTELLA ELEMENTARY SCHOOL**

**SNE JOB #99748**

<b><u>Quantity</u></b>	<b><u>Equipment</u></b>	<b><u>Manufacturer</u></b>	<b><u>Designation</u></b>
1	UNC-520-2	TAC/IA Systems	Universal Network Controller
23	MZII	Invensys	Microzone II Controllers
87	Microflo II	Invensys	VAV Controller

SNE BUILDING SYSTEMS, INC.

29 Kripes Road • P.O. Box 575 • East Granby, CT 06026 • Tel. # (860) 653-5095 • Fax# (860) 653-5328  
CT #: S-1 395976      www.SNEBuildingSystems.com      CT #: E-1 186115

**Schedule of Equipment** (continued)

**MALONEY MAGNET SCHOOL (J/G Project)**

<b><u>Quantity</u></b>	<b><u>Equipment</u></b>	<b><u>Manufacturer</u></b>	<b><u>Designation</u></b>
1	UNC-520-2	TAC I/A Systems	Universal Network Controller
15	MZII	Invensys	Microzone II Controllers
61	Microflo II	Invensys	VAV Controller

**GILMARTIN ELEMENTARY SCHOOL**

**SNE JOB# 09618**

<b><u>Quantity</u></b>	<b><u>Equipment</u></b>	<b><u>Manufacturer</u></b>	<b><u>Designation</u></b>
1	UNC-520-2	TAC I/A Systems	Universal Network Controller
11	MNL-800	TAC I/A Systems	LON DDC Controllers
39	VAV Boxes	TAC I/A Systems	LON DDC Controllers

**DUGGAN ELEMENTARY SCHOOL**

**SNE JOB# 10636**

<b><u>Quantity</u></b>	<b><u>Equipment</u></b>	<b><u>Manufacturer</u></b>	<b><u>Designation</u></b>
1	UNC-520-2	TAC I/A Systems	Universal Network Controller
13	MNL-800	TAC I/A Systems	LON DDC Controllers
21	VAV Boxes	TAC I/A Systems	LON DDC Controllers

**ENLIGHTENMENT SCHOOLS**

**SNE JOB# 10658**

<b><u>Quantity</u></b>	<b><u>Equipment</u></b>	<b><u>Manufacturer</u></b>	<b><u>Designation</u></b>
1	UNC-520-2	TAC I/A Systems	Universal Network Controller
16	MNL-800	TAC I/A Systems	LON DDC Controllers
58	HP LON	Daikin	

**JONATHAN REED ELEMENTARY SCHOOL**

**SNE JOB# 11032**

<b><u>Quantity</u></b>	<b><u>Equipment</u></b>	<b><u>Manufacturer</u></b>	<b><u>Designation</u></b>
1	UNC-520-2	TAC I/A Systems	Universal Network Controller
20	MNL-800	TAC I/A Systems	LON DDC Controllers
23	VAV Box	TAC I/A Systems	LON DDC Controllers

All DDC sensors and devices furnished and installed by SNE Building Systems, Inc. to control:

Boiler	Unit Ventilators	Reheat Coils
Pumps	Radiation	Make-Up Air Units
Air Handling Units	Roof Top Units	
Fan Coil Units	Chillers	
Exhaust Fans	VAV Boxes	

SNE BUILDING SYSTEMS, INC.

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## MAINTENANCE SERVICES AGREEMENT

(Laurel Complex, Bergen Complex, Rotella Elementary, Maloney Magnet School, JFK High School, Gilmartin Elem., Duggan Elem., Enlightenment and Jonathan Reed Elementary)

### **Additional Services**

1. Provide remote support and system diagnosis via Internet. The Waterbury Board of Education will provide an IP Address at the UNC locations.
2. **Fall Inspection:**
  - Check/test/calibrate controls for heating application. Verify proper equipment operation. Advise of needed repairs (i.e. valve packing, sensors, actuators, etc.).
3. **Winter** – Check/test all functions of the TAC/IA Systems and backups.
4. **Spring Inspection:**
  - Check/test/calibrate controls for cooling application. Verify proper equipment operation. Advise of needed repairs (i.e. valve packing, sensors, actuators, etc.).
5. Upon inspection, parts found to be non-functional will be listed on a report. A cost to repair and/or replacement will be provided for owner authorization. Invensys (TAC/Barber-Colman) parts will be invoiced at List Price less 50%. Outside purchases will be invoiced at 15% OH and 10% profit. Labor for repairs will be invoiced at \$110.00 per hour.
6. Non-Scheduled Labor Rates:
  - 7:00am to 3:30pm – Monday through Friday at \$110.00 per hour
  - 3:30pm to 7:00am – Monday through Saturday at \$135.00 per hour
  - Sunday and Holidays at \$135.00 per hour
7. SNE Building Systems, Inc. will maintain a complete set of “as-built” drawings on site.
8. SNE Building Systems, Inc. will maintain a current catalog and price sheet on site.

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## **MAINTENANCE SERVICES AGREEMENT**

(Laurel Complex, Bergen Complex, Rotella Elementary, Maloney Magnet School, JFK High School, Gilmartin Elem., Duggan Elem., Enlightenment and Jonathan Reed Elementary)

SNE Building Systems, Inc. will maintain the system or equipment listed in the Schedule of Equipment or in these schematic drawings:

### **I. SCHEDULED MAINTENANCE**

1. Specially trained technicians, engineers and mechanics are available to conduct the necessary tasks to ensure that your equipment is properly maintained.
2. Each piece of covered equipment receives an annual inspection and thorough preventative maintenance routine as appropriate. In addition, periodic tests and adjustments are made to ensure efficient and reliable operation of other major components.
3. Each scheduled call has a specific set of tasks detailing exactly what needs to be performed and what special skills, tools or instruments are required to keep equipment operating at peak level.
4. Maintenance intervals will be determined by our experience, manufacturers' recommendations, usage, location and run-time intervals unless otherwise noted.
5. A service report will be completed after each call and provided to the customer. A duplicate record will be maintained at SNE Building Systems, Inc. to update the history of the work performed.
6. A listing of typical service procedures is given in the attachments which follow.

### **II. NON-SCHEDULED REPAIR SERVICES**

If in the course of a service call, it is determined that a repair to the covered system or a replacement of a component within the system would be beneficial, the following repair coverage has been elected.

**Non Scheduled Labor Rates:** Accepted by: \_\_\_\_\_

The Customer will be advised of the defect. Subject to approval by an authorized agent of the customer, work will be performed on a preferred time and material basis.

### **III. OPERATIONAL SUPPORT**

On a regularly scheduled basis, SNE Building Systems, Inc. will make recommendations to the owner to improve system efficiency and reliability, or reduce operational costs. A summary of services performed will also be prepared for customer review.

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## **MAINTENANCE SERVICES AGREEMENT**

(Laurel Complex, Bergen Complex, Rotella Elementary, Maloney Magnet School, JFK High School, Gilmartin Elem., Duggan Elem., Enlightenment and Jonathan Reed Elementary)

### **Temperature Controls**

- **EQUIPMENT COVERED:**

#### **TAC I/A Systems - BUILDING AUTOMATION SYSTEM**

### **PREVENTATIVE MAINTENANCE INSPECTIONS**

SNE Building Systems, Inc. will perform scheduled preventative maintenance inspections in accordance with the Service Agreement page of this contract. SNE Building Systems, Inc. will conduct its work during normal working hours at intervals determined by manufacturers' recommendations, usage, location, run-time intervals and/or our experience. Any exceptions to this scheduling are outlined as follows:

No exceptions

Scheduled preventative maintenance inspections for the covered equipment will provide those services required to maintain the system at maximum performance and reliability levels and may include the following:

Examine, clean and calibrate as required, thermostats, humidity controls, temperature controls, pressure controls, relays, damper actuators, instrumentation and accessories directly pertaining to the automatic temperature control system.

Check and confirm control system sequence of operation to insure optimum system efficiency and economy.

Lubricate, as required, air compressors, control valve packing glands, damper bearings and linkages and other accessories directly pertaining to the control system.

Inspect automatic temperature control valves for proper stroke, close-off, and packing condition.

### **REPAIR SERVICES**

For the equipment covered on this page, SNE Building Systems, Inc. will provide repair or replacement of components in accordance with the terms set forth on the Service Agreement page of this contract. This section outlines any exceptions to the master coverage as it pertains to the equipment covered on this page.

Preferred Labor Rates and Materials

### **OPERATIONAL SUPPORT**

SNE Building Systems, Inc. will provide a written report of work done under this agreement at the end of each service call to update the history of the work performed. A duplicate record will be maintained by SNE Building Systems, Inc. who will review these work reports with the customer on a regularly scheduled basis in accordance with the Service Agreement.

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## **MAINTENANCE SERVICES AGREEMENT**

(Laurel Complex, Bergen Complex, Rotella Elementary, Maloney Magnet School, JFK High School, Gilmartin Elem., Duggan Elem., Enlightenment and Jonathan Reed Elementary)

### **Facility Management Systems**

#### **➤ EQUIPMENT COVERED:**

### **PREVENTATIVE MAINTENANCE INSPECTIONS**

SNE Building Systems, Inc. will perform scheduled preventative maintenance inspections in accordance with the Services Agreement page of this contract. SNE Building Systems, Inc. will conduct its work during normal working hours at intervals determined by manufacturers' recommendations, usage, location, run-time intervals and/or our experience. Any exceptions to this scheduling are outlined as follows:

Scheduled preventative maintenance inspections for the covered equipment will provide those services required to maintain the system at maximum performance and reliability levels and may include the following:

Analyze, adjust, and calibrate the applicable temperature sensors, humidity sensors, diagnostic LED's, printers, power supplies, work stations, controllers, modems, input/output points, communication cabling, transmitters, and transducers for the EMS system.

Conduct an annual inspection and thorough preventative maintenance routine on each piece of covered equipment. In addition, make periodic tests and adjustments to ensure efficient and reliable operation of other major components.

### **REPAIR SERVICES**

For the equipment covered on this page, SNE Building Systems, Inc. will provide repair or replacement of components in accordance with the terms set forth on the Service Agreement page of this contract. This section outlines any exceptions to the master coverage as it pertains to the equipment covered on this page.

Preferred Labor Rates and Materials

### **OPERATIONAL SUPPORT**

SNE Building Systems, Inc. will provide a written report of work done under this agreement at the end of each service call to update the history of the work performed. A duplicate record will be maintained by SNE Building Systems, Inc. who will review those work reports with the customer on a regularly scheduled basis in accordance with the Services Agreement.

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## **MAINTENANCE SERVICES AGREEMENT**

(Laurel Complex, Bergen Complex, Rotella Elementary, Maloney Magnet School, JFK High School, Gilmartin Elem., Duggan Elem., Enlightenment and Jonathan Reed Elementary)

### **Facility Management Systems**

#### **System Support Agreement**

As outlined under this proposal, SNE Building Systems, Inc. agrees to provide System Support Services for the Facility Management System installed in accordance with the listed drawings or system description:

#### **System Application Support**

SNE Building Systems, Inc. agrees to provide recommendations to the customer regarding modifications to the existing system applications for added energy savings, more efficient operation, and further enhanced information and facility management capabilities.

#### **Software Revision Upgrades (For Graphical User Interfaces)**

SNE Building Systems, Inc. agrees to provide the Customer with a copy of all new scheduled revisions and releases of Graphical User Interface Software which Invensys/TAC will make available during the term of this agreement. Timing of these releases will be as they are developed and in no way implies that these releases will occur on an annual or regular basis. **As applicable, hardware platform upgrade costs, installation labor charges of the software upgrades, and additional application engineering required by the upgrade will be presented to the customer or the authorized agent of the customer for approval prior to any releases being installed.**

#### **Database Maintenance**

Annually, as a minimum, SNE Building Systems, Inc. will review all application software databases and verify that such databases are maintained in accordance with published recommended operating procedures. A complete backup of the most recently verified databases will be maintained; on file by SNE Building Systems, Inc. for emergency backup through telephone modem link up or on site visit. ***The customer will provide an auto-dial/auto-answer phone modem connection to the Facility Management System. In addition, 24-hour phone line access will be provided by the customer. Unless specified under the additional services provisions of this agreement, emergency service and phone modem support will be provided on a time and material basis.***

#### **Migration Hardware and Software Pricing Preference**

In the event that the Customer desires to purchase new Graphical User Interfaces, LAN Interface Devices, and/or Area Controllers while this agreement is active, the Customer is guaranteed that they will receive a preferential discount on said equipment offered through standard Schneider-Electric pricing schedules.

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## **MAINTENANCE SERVICES AGREEMENT**

(Laurel Complex, Bergen Complex, Rotella Elementary, Maloney Magnet School,  
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### **Facility Management Services**

#### **➤ TAC/IA Systems Graphical User Interface Hardware**

<b>Service Procedure</b>	<b>Function</b>	<b>Benefit</b>	<b>Recommended Frequency</b>
<b>Visual Inspection of Computers and Peripherals</b>	Visually inspect and clean all hardware to be free of physical damage, dust and debris.	Ensure there are no impending device failures that can adversely affect system operation.	Annually
<b>Analyze and Test Hard Disk Drive and Correct Errors.</b>	Provide and install new replacement disk drive.  Install system database.	Protect database from catastrophic disk failure.	As Required

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## MAINTENANCE SERVICES AGREEMENT

(Laurel Complex, Bergen Complex, Rotella Elementary, Maloney Magnet School, JFK High School, Gilmartin Elem., Duggan Elem., Enlightenment and Jonathan Reed Elem.)

### Facility Management Services

#### ➤ TAC I/A Systems Graphical User Interface

Service Procedure	Function	Benefit	Recommended Frequency
Verification of System Operations	Verify setup and operation of monitor screen.	Provides routine testing and verification that application programs are performing as designed to produce expected results.	Semi-Annually
	Verify setup and operation of EMS report applications.		
	Verify setup and operation of trend reports.	Ensures that operational staff has thorough knowledge of system operations and methods.	
	Verify setup and operation of archival trend storage reports.		
	Verify setup and operation of Host console devices.		
	Verify setup and operation of remote site dial-up communications.		
	Verify setup of users, passwords and privilege levels to agreed upon "as built".		
	Correct records and/or differences as noted.		
	Verify setup and operation of maintenance time reminder applications.		
	Verify operation of print screen documentation capability.		
	Verify setup and operation of LAN device communications.		
	Synchronize network clock operations.		
Verify setup and operation of status log reports.			
Verify setup and operation of point summary reports.			

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## MAINTENANCE SERVICES AGREEMENT

(Laurel Complex, Bergen Complex, Rotella Elementary, Maloney Magnet School, JFK High School, Gilmartin Elem., Duggan Elem., Enlightenment and Jonathan Reed Elem.)

### Facility Management Services

➤ **TAC I/A Systems Graphical**

➤ **User Interface / Area Controllers**

<b>Service Procedure</b>	<b>Function</b>	<b>Benefit</b>	<b>Recommended Frequency</b>
<b>Device Database Backup</b>	Provide backup of system databases to hard disk system.	Ensures on-site PC files are maintained at operating standard.	Semi-Annually
	Provide backup to floppy diskette of archived trend data files for long-term storage.	Ensures accumulated data may be recovered for later analysis.	
	Provide hard disk backup of data files to off-site storage location.	Protects total system from catastrophic loss or malicious damage by providing off-site archived storage.	
	Provide hard disk backup of data files to on-site storage location.	Provides an on-site backup of system for fast recovery in event of catastrophic failure.	
	Perform routine disk file maintenance.	Ensures that disk is organized and clear of data previously saved to backup disk.	

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## MAINTENANCE SERVICES AGREEMENT

(Laurel Complex, Bergen Complex, Rotella Elementary, Maloney Magnet School,  
JFK High School, Gilmartin Elem., Duggan Elem., Enlightenment and Jonathan Reed Elem.)

### Facility Management Services

#### ➤ TAC I/A Systems HOST Consoles and Systems

Service Procedure	Function	Benefit	Recommended Frequency
<b>Application Software Verification</b>	Provide backup of controller device databases to hard disk system.	Ensures on-site Host files are maintained at operating standard.	Annually
<b>Device Database Backup</b>	Provide backup to floppy diskette or archived trend data files for long-term storage.	Ensures accumulated data may be recovered for later analysis.	
	Provide hard disk backup of data files to off-site storage location.	Protects total system from catastrophic loss or malicious damage by providing off-site archived storage.	
	Provide hard disk backup of data files to on-site storage location.	Provides an on-site backup of system for fast recovery in event of catastrophic failure.	

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## MAINTENANCE SERVICES AGREEMENT

(Laurel Complex, Bergen Complex, Rotella Elementary, Maloney Magnet School, JFK High School, Gilmartin Elem., Duggan Elem., Enlightenment and Jonathan Reed Elem.)

### Facility Management Services

#### ➤ TAC I/A Systems LCM, GCM, MICROZONE, PEM, LIM

Service Procedure	Function	Benefit	Recommended Frequency
<b>Verify Controller Database and Modifications</b>	Compare/verify each LCM/GCM device database matches agreed upon Owner "as built" prints and records.  Identify all additions, modifications, and a change to software sequences, setpoints, schedules and limits.  Provide assessment report to Owner of impact of all noted changes.  Update "as built" records and database storage files with Owner approved changes.  Correct to "as built" status all non-approved changes and download to device database as required.	Database verification ensures DDC system operates and performs as designed to meet goals for energy reduction and comfort performance.  Eliminates "creeping decay" of operational performance caused by non-removal of "temporary" bypasses, etc.  Provides Owner with recommended courses of action to improve performance over time.  Ensures records are accurately maintained and documented.	Annually
<b>Verify Operation of Remote Telecommunication Datalink to Remote Site</b>	Initiate communications with DDC control network.  Verify alarm dial-out capabilities to service contractor.	Provides continuous check of service response mechanism.  Detects failure of third party datalink.	As Needed
<b>Remote Service On-Site Service</b>	Provide routine database backup service of all operating controller databases.  In the event of catastrophic failure, download database to replacement device.  Update device database to current operating standards.	Reduces downtime by having a current database available for replacement.  Provides an off-site record archiving depot as protection against catastrophic failure, theft and malicious damage to databases.	Annually
<b>Check Device Battery and Replace</b>	Verify proper operation of battery backup.	Ensure historical data integrity is maintained for diagnostic purposes.	Annually
<b>Visual Inspection</b>	Ensure device is not physically damaged.  Report all damaged components.	Ensure there are not impending failures which can adversely affect system operation and integrity.	Annually

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## **MAINTENANCE SERVICES AGREEMENT**

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### **Facility Management Services**

#### **NETWORK 8000 LCM, MICROZONE, PEM, LIM**

<b>Service Procedure</b>	<b>Function</b>	<b>Benefit</b>	<b>Recommended Frequency</b>
<b>Check Sequence of Mechanical Operation</b>	Verify that controlled equipment properly cycles from full heat to full cool.	Ensures that system operates as designed to provide proper occupant comfort.	Biannually Heating in Fall Cooling in Spring
<b>Check Room Sensor Accuracy</b>	Verify operational accuracy of room sensor within $\pm 1^{\circ}\text{F}$ .	Ensures comfort of occupants is provided	As Needed
<b>Check Zone Occupancy Override Operation</b>	Verify that controlled systems switch from unoccupied to occupied modes.	Ensures after-hours comfort of occupants.  Verifies proper input to after-hours billing programs.  Maximizes energy efficiency of systems by employing scheduled control operations.	Annually
<b>Check Economizer Cycle Operation</b>	Verify that economizer modulates to maintain mixed air setpoint. Verify that enthalpy changeover function operates per design. Verify that modulating low limit function operates as designed.	Maximizes energy savings by using free cooling whenever possible.  Maintains system-operating efficiency.  Extends compressor life by utilization of free cooling.  Minimizes potential of coil failure by ensuring operation of low limit devices.	Biannually

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# WATERBURY PUBLIC SCHOOLS

## Meeting Minutes

#7

Group/Team:	BOE Building Committee		
Location:	Superintendent's Conference Room	Norms Reviewed:	Yes
Date:	June 27, 2016	Start Time:	5:30
Minutes Prepared By:	Jann Sweeney	Finish Time:	5:52

Attendance at Meeting			
	Name	Position	
1	Ann Sweeney	BOE	
2	John Theriault	BOE	
3	Ed Brown	BOE	
4	Mike Puffer	Rep - At	
5	Bob Brenker	Waterbury Public Schools	
6	Charles L. Stango	BOE	
7	Ray Wiley	Program Mgr	
8	Jason Vary Stone	By Phone	
9	Chuck Pagnone	BOE	
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

**Purpose of Meeting – Instructional Focus:**

Recommendation for resolution for expanded Building Comm for the Wendell Cross Addition & Renovation Project

**Meeting Notes, Decisions, Issues (May include the meeting agenda)**

Motion Charles  
2ND John Board  
Motion to recommend approval of the formation of  
a subcommittee of the School Bldg Committee for the  
proposed Wendell Cross Addition And Renovation



# WATERBURY PUBLIC SCHOOLS

## Meeting Minutes

### Meeting Notes Continued

Project.

Such committee to consist of Charles E. Pagano, Charles L. Stango, Ann M. Sweezy, John E. Theriault and Jason Van Stone as voting members.

2 members of the board of alderman as recommended by the President of the Board of Alderman, a parent and/or community member, and the principal of Wendell Cross School, Joe Amato, as non-voting members.

Carrie -

Resolution to  
Workshop 6/30

### Next Steps (Include action items)

Action	Assigned to	Due Date

### Next Meeting

Date:		Time:		Location:	
Agenda:					

### Meeting Minutes guidelines:

- Publish Minutes within 48 hours of any meeting
- Minutes available to all stakeholders (binders, shared drive, e-mail, website)
- Send Minutes via email to all team members

**WATERBURY SCHOOL DISTRICT  
RENTAL FEES 2016 - 2017**

*Revised 4/1/2016*

Facility	For Profit	Non-Waterbury Tax Exempt	Waterbury Non-profit & Tax Exempt	City Department
Auditorium/Gymnasium & Cafeteria with Kitchen <sup>1</sup>	\$1,000 for 4 hours \$200 ea addt hour <b>\$43.00 an hour (maintainer)</b>	\$750 for 4 hours \$150 ea addt hour <b>\$43.00 an hour (maintainer)</b>	\$0 \$0 <b>\$43.00 an hour (maintainer)</b>	\$0 \$0
Sound & Lighting Fees <sup>2</sup>	<b>\$56.00 an hour (electrician)</b>	<b>\$56.00 an hour (electrician)</b>	<b>\$56.00 an hour (electrician)</b>	\$0
Cafeteria/Classroom <sup>3</sup>	<b>\$53.00 an hour</b>	<b>\$53.00 an hour</b>	<b>\$53.00 an hour</b>	\$0
Pool	<b>\$74.00 an hour</b>	<b>\$74.00 an hour</b>	<b>\$74.00 an hour</b>	\$0
Security Deposit <sup>4</sup>	\$500	\$500	\$250	\$0

Maintainer rate includes overhead factor. No shows will pay any cost incurred by district.

<sup>1</sup> Cafeteria worker required for cafeteria with kitchen rental.

<sup>2</sup> Sound & Lighting - City electrician(s) as needed must be on hand, even if performers, musicians, etc. have their own lighting person.

<sup>3</sup> Cafeteria/Classroom - Cafeteria/Classroom rate for profit and non-Waterbury categories is comprised of a \$10.00 fee per classroom plus maintenance rate.

<sup>4</sup> In the event of multiple building or event use, one security deposit per organization is sufficient. Certificate of Insurance is also required.

**Fees and Charges Ordinance****FY - 2016-17****FY - 2015-16****FY - 2014-15****Department of Education****Rental of School Facilities by a For Profit Organization**

Auditorium/Gymnasium & Cafeteria with Kitchen  
(cafeteria worker required for cafeteria with kitchen rental)  
Sound & Lighting Fees (City electrician(s) as needed must be  
on hand, even if performers have their own lighting person)  
Cafeteria/Classroom  
Pool

**\$1,000 for 4 hours, \$200 for each  
additional hour & \$43 an hour  
per maintainer**

**\$56.00 per hr.  
\$53.00 per hr.  
\$74.00 per hr.**

**\$1,000 for 4 hours, \$200 for each  
additional hour & \$42 an hour  
per maintainer**

**\$55.00 per hr.  
\$52.00 per hr.  
\$73.00 per hr.**

**\$1,000 for 4 hours, \$200 for each  
additional hour & \$41 an hour  
per maintainer**

**\$55.00 per hr.  
\$52.00 per hr.  
\$73.00 per hr.**

Security Deposit (in the event of multiple building or event  
use, one security deposit per organization is sufficient)

**\$500.00****\$500.00****\$500.00****Rental of School Facilities by a Non-Waterbury Tax Exempt  
Organization**

Auditorium/Gymnasium & Cafeteria with Kitchen (cafeteria  
worker required for cafeteria with kitchen rental)  
Sound & Lighting Fees (City electrician(s) as needed must be  
on hand, even if performers have their own lighting person)  
Cafeteria/Classroom  
Pool

**\$750 for 4 hours, \$150 for each  
additional hour & \$43 an hour  
per maintainer**

**\$56.00 per hr.  
\$53.00 per hr.  
\$74.00 per hr.**

**\$750 for 4 hours, \$150 for each  
additional hour & \$42 an hour  
per maintainer**

**\$55.00 per hr.  
\$52.00 per hr.  
\$73.00 per hr.**

**\$750 for 4 hours, \$150 for each  
additional hour & \$41 an hour  
per maintainer**

**\$55.00 per hr.  
\$52.00 per hr.  
\$73.00 per hr.**

Security Deposit (in the event of multiple building or event  
use, one security deposit per organization is sufficient)

**\$500.00****\$500.00****\$500.00****Rental of School Facilities by a Waterbury Non-Profit & Tax  
Exempt Organization**

Auditorium/gymnasium & Cafeteria with Kitchen (cafeteria  
worker required for cafeteria with kitchen rental)  
Sound & Lighting Fees (City electrician(s) as needed must be  
on hand, even if performers have their own lighting person.  
Cafeteria/Classroom  
Pool

**\$43.00 per hr.****\$42.00 per hr.****\$42.00 per hr.**

**\$56.00 per hr.  
\$53.00 per hr.  
\$74.00 per hr.**

**\$55.00 per hr.  
\$52.00 per hr.  
\$73.00 per hr.**

**\$55.00 per hr.  
\$52.00 per hr.  
\$73.00 per hr.**

Security Deposit (in the event of multiple building or event  
use, one security deposit per organization is sufficient)

**\$250.00****\$250.00****\$250.00**

Fees are subject to waiver by the Board of Education, which  
considers such requests on a case-by-case basis. No fees  
are assessed for facility use by a City Department.



#9

## COMMITTEE ON SCHOOL FACILITIES & GROUNDS

**WORKSHOP:** Thursday, June 30, 2016 (Maloney)  
**BOARD MEETING:** Thursday, July 7, 2016

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>
Gladys Wright	WAMS café, gym: Wed., Oct. 5 <sup>th</sup> 4:00-8:00 pm (Title I annual meeting)
Nate Jones	Reed café: Fri., Aug. 12 <sup>th</sup> 10:00-11:30 a.m. (crossing guards annual meeting)
R. Augelli	Washington café: 6/27, 6/28, 6/29, 8/5 7:30am-2:30pm (PAL/Workforce summer youth employment program) Kennedy woodworking shop: 7/5 to 8/2 Monday thru Friday 7:30am-2:30pm (PAL/Workforce summer youth employment program)
Human Resources Cherrie Lamb	Kennedy café: Thurs., Aug. 11 <sup>th</sup> 8:30 am to 2:00 pm (Fire Captain exam)

Approved:

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

\_\_\_\_\_  
Kathleen M. Ouellette, Ed. D.  
Superintendent of Schools

2016-17

SCHOOL PERSONNEL USE ONLY

JUN 10 2016

DATE:

June 9, 2016 \_\_\_\_\_

TO: SCHOOL BUSINESS OFFICE

FROM: \_\_\_\_\_ Gladys Wright \_\_\_\_\_

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

NAME OF SCHOOL REQUESTED:

\_\_\_ WAMS \_\_\_\_\_

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

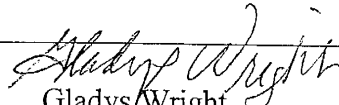
DATES REQUESTED: \_\_\_\_\_

Wednesday, October 5, 2016 \_\_\_\_\_

FROM: \_\_\_\_\_ 4 pm \_\_\_\_\_ am/pm TO: \_\_\_\_\_ 8 pm \_\_\_\_\_  
am/pm

FOR THE FOLLOWING PURPOSES:

Title I Annual Meeting: Required \_\_\_\_\_ Invite parents, staff and community stakeholders to the District Annual Title I Meeting to participate and be informed about all district and school Title I programs for students and parent involvement \_\_\_\_\_

  
\_\_\_\_\_  
Gladys Wright  
Community Liaison

\_\_\_\_\_  
APPLICANT

.....  
Please note the following provisions:

2016-17

JUN - 8 2016

## SCHOOL PERSONNEL USE ONLY

DATE: 6/8/16

TO: SCHOOL BUSINESS OFFICE

FROM: Nate Jones

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

NAME OF SCHOOL REQUESTED: Rund

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Cafe/Rooms

DATES REQUESTED: July 12-2016

FROM: 10 (am/pm) TO: 11:30 (am/pm)

FOR THE FOLLOWING PURPOSES:

Crossing Guards Annual meeting

Nate Jones  
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*

JUN 24 2016

SCHOOL PERSONNEL USE ONLY

DATE: 6/24/16

TO: SCHOOL BUSINESS OFFICE

FROM: Roxanne Augelli

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

NAME OF SCHOOL REQUESTED: Washington

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☒ Café/Rooms

DATES REQUESTED: 6/27, 6/28, 6/29, 8/5

FROM: 730 ampm TO: 230 ampm

FOR THE FOLLOWING PURPOSES:

PAL - Workforce Summer Youth employment

Roxanne Augelli  
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*

JUN 24 2016

SCHOOL PERSONNEL USE ONLY

DATE: 6/24/16

TO: SCHOOL BUSINESS OFFICE

FROM: Roxanne Augelli

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

NAME OF SCHOOL REQUESTED: Kennedy

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms Woodworking shop

DATES REQUESTED: 7/5 to 8/2

FROM: 730 am/pm TO: 230 am/pm

FOR THE FOLLOWING PURPOSES:

PAL - Workforce summer job reemployment.

Roxanne Augelli  
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.

JUN 24 2016

SCHOOL PERSONNEL USE ONLY

DATE: June 24, 2016

TO: SCHOOL BUSINESS OFFICE

FROM: Cherrie Lamb

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

NAME OF SCHOOL REQUESTED: Kennedy High School -Cafeterias

☐ Auditorium/Theater Arts ☐ Gym ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Thursday, August 11, 2016

FROM: 8:30 am/pm TO: 2:00 am/pm

FOR THE FOLLOWING PURPOSES:

Fire Captain Promotional Exam

Expecting 37 Candidates

Exam begins at 10:00am

  
APPLICANT

.....  
Please note the following provisions:

#10

## COMMITTEE ON SCHOOL FACILITIES & GROUNDS

**WORKSHOP:** Thursday, June 30, 2016 (Maloney)  
**BOARD MEETING:** Thursday, July 7, 2016

**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.

<u>GROUP</u>	<u>FACILITIES AND DATES/TIMES</u>
Holy Cross H.S.	WSMS pool: Aug. 25 <sup>th</sup> to Mar. 11 <sup>th</sup> Mon.- Fri. 4:30-6:30 pm and
J. Ciarleglio, A.D.	WSMS pool: Saturdays 8am-10am (girls & boys swim programs)
Greater Hartford Pro-AM Peter Higgins	Crosby gym: July 6 <sup>th</sup> thru Aug. 11 <sup>th</sup> (weekends & some week days) (schedule attached)
Sacred Heart H.S.	Kennedy pool: Aug. 27 <sup>th</sup> to Mar. 18 <sup>th</sup> Mon.- Fri. 4:30-6:30 pm and
Michael Madden, A.D.	Kennedy pool: Saturdays 8:00-10:00 am (girls & boys swim programs)

### REQUESTING WAIVERS:

<u>GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:</u>	
YMCA	Tinker gym, café, foyer: Sept. 2016 to June 2017 Mon.- Fri. 2-6 p.m.
Jim O'Rourke	Chase gym, café, lib.: Sept. 2016 to June 2017 Mon.-Fri. 2:30-6 p.m.
	Gilmartin gym café, lib.: Sept. 2016 to June 2017 Mon.-Fri. 2:30-6 p.m.
	Generali gym, café: Sept. 2016 to June 2017 Mon.-Fri. 2:30-8 p.m. (after school program)
P.A.L.	Wilby pool: July 11 <sup>th</sup> thru Aug. 4 <sup>th</sup> Mon. thru Thurs. noon to 7:30 pm
Ofc. C. Amatruda	(swim lessons)

**MONIES COLLECTED TO DATE:**

**\$ 91,248.50**

**Approved:**

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**John Theriault**

---

**Kathleen M. Ouellette, Ed. D.**  
**Superintendent of Schools**

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

Sunshine Dance Ctr.  
Yeshiva Chabab  
Taft Pointe Condo Assoc.

2016-17  
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#

JUN 16 2016

APPLICANT HOLY CROSS HS Jerry Cianlegua NAME OF ORGANIZATION Girls & Boys Swim Teams  
ADDRESS 587 ORONOKO RD WTRY CT 06708 TELEPHONE # 203-753-8085  
(street) (city) (state) (zip code)

SCHOOL REQUESTED WEST SIDE Camp DATES Aug 25 - MAR 11 ROOM(S) POOL

OPENING TIME 4:30 CLOSING TIME 6:30 PURPOSE Swim practice

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15-25

SIGNATURE OF APPLICANT [Signature] DATE 6-9-16

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

Mary Raccivich (203-437-0566)

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$74/HR. plus 1 HR SERVICE

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

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

SECURITY DEPOSIT \$ [Signature] INSURANCE COVERAGE [Signature] YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

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

SCHOOL BUSINESS OFFICE

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

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

JUN 21 2016

CONTRACT#

APPLICANT PETER HIGGINS NAME OF ORGANIZATION Greater Hartford Pro-AM  
ADDRESS 23 TAMARACK DR WINDSOR CT 06095 TELEPHONE # 860-680-7021  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Crosby High DATES July 6<sup>th</sup> - Aug 11<sup>th</sup> ROOM(S) Gymnasium (Basketball)  
OPENING TIME See ATTACHED CLOSING TIME Schedule PURPOSE Summer basketball league  
ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO Coaches - 10  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN 50 8-10  
SIGNATURE OF APPLICANT [Signature] DATE June 21st 2016  
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. POA (PLEASE INITIAL)

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

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

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

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. 574-6883 FIRE DEPT. 597-3452

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

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

SCHOOL BUSINESS OFFICE

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.

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USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT SACRED HEART HS NAME OF ORGANIZATION SACRED HEART HS  
ADDRESS 142 South Elm St Wtby, CT 06706 TELEPHONE (203) 753-1605  
(street) (city) (state) (zip code)

SCHOOL REQUESTED KENNEDY DATES 8/25/16 - 3/17/17 ROOM(S) POOL/LOCKER ROOM

OPENING TIME 4:30 PM CLOSING TIME 6:30 PM PURPOSE PRACTICE/MEETS (4 & 7 pm)

ADMISSION (if any) \$5.00 (meets only) CHARGE TO BE DEVOTED TO Athletic Dept.

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 40

SIGNATURE OF APPLICANT [Signature] DATE 6-27-16

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

PIERRE SAVAGE, 142 S. ELM ST, WTBV, CT 06706, (203) 756-4916

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. ER (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$74/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)

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

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

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

JUN 27 2016

APPLICANT SACRED HEART HS NAME OF ORGANIZATION SACRED HEART HS

ADDRESS 142 South Elm St Wtby, CT 06706 TELEPHONE # (203) 753-1605  
(street) (city) (state) (zip code)

SCHOOL REQUESTED KENNEDY DATES 8/27/16 - 3/18/17 ROOM(S) POOL/LOCKER ROOM

OPENING TIME 8 am CLOSING TIME 10 am PURPOSE PRACTICE/MEETS (4-5-7 pm)

ADMISSION (if any) \$5.00 (meets only) CHARGE TO BE DEVOTED TO Athletic Dept

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 40

SIGNATURE OF APPLICANT [Signature] DATE 6-27-16

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
PIERRE SAVAGE, 142 S. ELM ST, WTBY, CT 06706, (203) 756-4916

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. ER (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$74/HR plus 1 HR service

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

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

SECURITY DEPOSIT \$ [initials] 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. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PLUMBING, ELECTRICAL, 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.

230

2012-17

JUN 21 2016

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

CONTRACT#

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMC  
ADDRESS 136 W. Main St. Waterbury CT 06702 TELEPHONE # 203-754-9622  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Tinker DATES start to end of school (ongoing) ROOM(S) cafe gym foyer  
OPENING TIME 2:00p CLOSING TIME 6:00p PURPOSE to provide state licensed after care program for parent  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-5 CHILDREN 40  
SIGNATURE OF APPLICANT [Signature] DATE 5/24/16  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*  
Kristen Coburn 136 W. Main St. Waterbury CT 06702 203-754-9622

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 \$ 250.- INSURANCE COVERAGE ☒ YES ☐ NO  
PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: 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.

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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.

3pm

2016-17

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#

JUN 21 2016

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury  
ADDRESS 136 W. Main St. Wtby CT 06702 TELEPHONE # 203-754-9622 YMCA  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Chase DATES start to end of school (ongoing) ROOM(S) cafe, gym, library  
OPENING TIME 2:30p CLOSING TIME 1:00p PURPOSE to provide state licensed aftercare program to parents  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 70  
SIGNATURE OF APPLICANT [Signature] DATE 5/24/16

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*  
Kristen Coburn 136 W. Main St Wtby CT 06702 203-754-9622

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 \$ 250.- 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. 574-6963 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

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2016-17  
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

JUN 21 2016

CONTRACT#

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMC  
ADDRESS 136 W. Main St. Wtby CT 06702 TELEPHONE # 203-754-  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Gilmartin DATES start to end ROOM(S) cafe gym library (rm 1041)  
OPENING TIME 2:30p CLOSING TIME 6:00p PURPOSE to provide state licensed after care program for parent  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 20  
SIGNATURE OF APPLICANT [Signature] DATE 5/24/14  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*  
Kristen Colum 203-754-9622 136 W. Main St. Wtby CT 06702  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. \_\_\_\_\_ (PLEASE INITIAL)

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

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

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

SECURITY DEPOSIT \$ 250.00 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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2014-17

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

JUN 21 2016

CONTRACT#

APPLICANT JIM O'ROURKE NAME OF ORGANIZATION Greater Waterbury  
ADDRESS 136 W. Main St. Wtby CT 06702 TELEPHONE # 203-754-91622 YMCA  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED General DATES start to end of school (ongoing) ROOM(S) Cafeteria, gymnasium  
OPENING TIME 2:30p CLOSING TIME 6:00p PURPOSE to provide state licensed after care program for parent  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS \_\_\_\_\_ CHILDREN To be determined based upon licensing  
SIGNATURE OF APPLICANT [Signature] DATE 5/21/16  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*  
Kristen Culum 203-754-91622 136 W. Main St Wtby. CT 06702  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. \_\_\_\_\_ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_  
SECURITY DEPOSIT \$ 250. INSURANCE COVERAGE YES NO  
PLEASE READ THE FOLLOWING CAREFULLY

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

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

JUN 20 2016

CONTRACT#

*Book*  
APPLICANT Chris Amatruda NAME OF ORGANIZATION Waterbury PAL

ADDRESS 64 Division St. Waterbury, CT TELEPHONE # 203-346-3921  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby Pool DATES 7/11 - 8/4 ROOM(S) Pool Mon-Thursday

OPENING TIME 1200 pm CLOSING TIME 7:30 pm PURPOSE Swim lessons

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 150 daily

SIGNATURE OF APPLICANT [Signature] DATE 6/17/16

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

Meaghan Spagnolo 203-346-3921

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

SCHEDULE OF RATES: CUSTODIAL FEES: —

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT \$ — INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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APPROVAL DATE — SCHOOL BUSINESS OFFICE

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*Monday  
Thurs  
Thursday  
NOON to  
7:30 pm*



WATERBURY PUBLIC SCHOOLS

DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

*Joseph R. Gorman – Supervisor* (203) 574-8051 email: [jgorman@waterburyk12.ct.us](mailto:jgorman@waterburyk12.ct.us)

June 22, 2016

Mr. Robert Brenker  
Director of Personnel  
Waterbury Public Schools  
236 Grand Street  
Waterbury, CT 06702

Mr. Brenker:

On behalf of Principal Michele Buerkle, Vice Principal Paul Drewry and the current high school athletic directors who participated in the interview process, I recommend that Mr. Alan Piccolo be appointed as the Wilby High School Athletic Director, effective July 1, 2016. I also recommend that Mr. Joseph Begnal, remain in place as the interim WHS co-athletic director until October 1, 2016 in order to ensure a smooth and seamless transition of athletic department leadership.

Mr. Piccolo is uniquely qualified as a veteran teacher and coach at Wilby High School with extensive athletics experience. He is equipped with the knowledge, skills and enthusiasm to administer quality athletics programs at Wilby High School for the foreseeable future.

I share the selection committee's unanimous conclusion that Alan was the most highly qualified candidate available, and will be not only an effective athletic director for Wilby High School, but a quality representative of the Waterbury Public School district to other athletics programs throughout Connecticut.

I support his candidacy and urge his appointment for SY 2016-2017.

Yours truly,

*Joe*

cc: Dr. Kathleen Ouellette, Darren Schwartz, Robert Brenker, Michele Buerkle, Lisa Dunn, Jackie Planas, Joseph Begnal





WATERBURY  
Public Schools  
*Today's Students, Tomorrow's Leaders*

#116

Harris

## PARENT LIAISON WILBY HIGH SCHOOL

**General Statement of Duties:** Supplies services that will benefit Title I students and their families, works under the supervision of the Title I Teacher, the Principal of the school and Parent Coordinator and Title I Administrators.

**Specific Examples of Duties: (Not limited to duties listed below)**

Recruits parents and other volunteers to support the educational programs of the school and participate in school activities and conferences as it applies to Title I. Encourage partnership between parents, school and community.

Collect and disseminate information to parents and community agencies about events at the school. Provide a consistent community presence in the school. Maintain logs and data related to parental involvement. Make phone calls and home visits to parents who may need help. Coordinate assignments of tasks and training of volunteers. Must attend District Parent Advisory Council (DPAC) meetings on state, regional and national levels if funds are available. Should implement at least 5 parent information sessions.

Performs related tasks as assigned by the Principal and/or the Parent Coordinator.

Must be available during school hours and some evenings.

**Qualifications:** A high school diploma is required. Ability to work cooperatively with, and under the supervision of the Title I Teacher and the school Principal. Experience in Child Development with the ability to communicate verbally and in writing. Ability to maintain accurate records and prioritize multiple tasks. Must have the ability to work well with students and their families. Must also have residence in the school attendance area or be very familiar with attendance concerns in the school area.

**Work Year/Hours of Work:** School Calendar, 30 hours per week. Some evening and weekend hours required.

**Salary/Benefits:** \$15.12 per hour. Benefits are currently governed by the Service Employees International Union collective bargaining agreement.

This is a non-union, grant funded position that exists as long as funds are available.

### APPLICATION PROCESS:

Applications must be submitted electronically at:  
<http://www.applitrack.com/waterbury/onlineapp/default.aspx>

A copy of diploma or transcripts indicating degree or graduation and three letters of reference must be scanned and uploaded with application.

**Closing Date:** Tuesday, January 26, 2016

## Waterbury Public Schools Online Application

Harris, Charlene - AppNo: 6942

Date Submitted: 3/4/2016

### Personal Data

**Name:** Mrs. Charlene M Harris  
 (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:** coutlaw5grace@aol.com

### Postal Address

<b>Permanent Address</b> Number & Street: Garden Hill Cir Apt. Number: City: Waterbury State/Province: CT Zip/Postal Code: 06704 Country: United States of America Daytime Phone: (203) 889-6113 Home/Cell Phone: (203) 528-4230	<b>Present Address</b> Number & Street: Apt. Number: City: State/Province: Zip/Postal Code: Country: Phone Number:
--	---

### Employment Desired

Closed Vacancy Desired:	Date Last Submitted	Experience in Similar Positions
JobID: 711 <b>Community Services:</b> Parent Liaison at Kennedy High School	Not Submitted	2 years
JobID: 712 <b>Community Services:</b> Parent Liaison at Wilby High School	Not Submitted	2 years
JobID: 728 <b>Community Services:</b> Walsh Family & Community Center Coordinator at Walsh Elementary School	3/4/2016	2 years
JobID: 679 <b>OTHER:</b> Parent Educator/Positive Youth Development Leader at Woodrow Wilson Elementary School	Not Submitted	years

Position Desired:	Experience in Similar Positions
<b>Community Services</b>	
1. Community Connections Coordinator	2 years
2. Parent Liaison	2 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	
Career Systems Development/New Haven Job Corp Security		47 Wintergreen Ave New Haven, CT 06515 203-907-4300		Daryle Breland 203-927-7390 daryledreland@jobcrop.org	
<b>Date From - Date To:</b>	05/2015 -	<b>Full or Part Time:</b>	Part	<b>Last Annual Salary:</b>	11.50
<b>Reason for Leaving:</b>	still employed				
<b>May we contact this employer?</b>	Yes				
<b>Responsibilities/ Accomplishments at this Position</b>	: Implement policies of the center, while observing and reporting unusual activities and incidents, perform patrols to check for any irregularities by proactively monitoring and responding timely to potential/actual security threats on the campus grounds.				

## Waterbury Public Schools Online Application

Harris, Charlene - AppNo: 6942

Date Submitted: 3/4/2016

### Experience Continued

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
National Security Group Security Guard		155 Temple Street New Haven, CT 06513 860-759-5213		Kent Gergiebel 860-759-5213	
Date From - Date To:	08/2014 -	Full or Part Time:	Part	Last Annual Salary:	9,072
Reason for Leaving:	still employed used as needed				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	Duties: Provide customer service to hotel guests, ensure safety of guest and property, observe and report suspicious activities and incidents. Perform perimeter patrol to check for any irregularities.				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Harris & Harris Investments and Construction, LLC Property Rental Agent/Landlord/Office Manager		1300 No High Street East Haven, CT 06512 2036271159		Michael Harris 2036271159 revharris4god@sbcglobal.net	
Date From - Date To:	04/1999 - 04/2013	Full or Part Time:	Full	Last Annual Salary:	12,000
Reason for Leaving:	Company went out of business-real estate market				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	Duties: Purchase of Real Estate, prepare rental contracts, show rental apartments, perform background checks on potential renters, daily banking and provided personal assistance with tenant and Section 8 on apartment rentals.				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Veterans Affairs (Cooperative Studies Research Dept.) West Haven, CT Statistical Assistant		Gary Johnson West Haven, CT 06515 203-937-2711		Gary Johnson 203-932-5711	
Date From - Date To:	09/1998 - 03/2001	Full or Part Time:	Full	Last Annual Salary:	32,000
Reason for Leaving:	Laid off				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	Duties: Organize, Manage, evaluate and analyze data for discrepancies. Correspond with nurses involved with the study, study investigator, study chairman at study sites via in writing, telephone, email and fax for continuous study updates of the database through computer programs; SAS, AIX and RISC. Generate memorandums with word processing programs such as: Word, Excel. Check statistical tables, graphs and charts, prepare manuals and reports for medical research study trials				

## Waterbury Public Schools Online Application

Harris, Charlene - AppNo: 6942

Date Submitted: 3/4/2016

### Education

Please tell us about your educational background beginning with the most recent.

**High School Attended:** Wilbur Cross High School New Haven, CT

**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
AZ - University of Phoenix	11/2012 11/2014	Administration of Justice & Sec MGT Hrs: 49	Hrs: 49	Masters	11/2014
CT - Southern Connecticut State University	09/1986 05/1993	Criminal Justice Hrs: 131	Hrs:	Bachelors	05/1993

### 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.

I. Please explain how your past personal and professional experience make you a quality candidate for the position for which you are applying.

2/29/2016  
Charlene Harris  
76 Garden Hill Circle  
Waterbury, CT 06704

James Murray  
234 Grand Street  
Waterbury, CT  
Mr. James Murray,

I am writing to inform you of my interest in the Walsh Family & Community Center Coordinator Position in the Waterbury Public School.

I am currently assisting Mrs. Cristina Damore, a Parent Liaison at Woodrow Wilson Elementary School here in Waterbury for several years. During my time of working with Mrs. Damore, as well as being part of the Woodrow Wilson Elementary School Governance Council member, and attendee of the training modules held by Maryann Marigolld. I have come to understand the importance of communicating with the parents in the community and identifying with their needs.

While with Mrs. Damore, I have attended meetings with the parents of the community and discussed their needs and interests' presented a workshop stressing the importance of time management and addressing the level of absenteeism in our schools . and the concerns of parents.

In addition, I am part of the parent board at Wilson. We design the first Parent/Student resource room in the town of Waterbury, to help parents find employment and make better career choices well as a safe place for the students to come get their homework done. In volunteering at Acts 4 Ministries, I have come to know the plight of the Homeless, as I talked to homeless individuals that utilized Acts 4 Ministries, who are endeavoring to take the necessary steps obtain adequate housing, clothing and furniture, so the homeless or displaced could establish a normal life.

My work with the homeless with the New haven Homeless Resource Center in New Haven in the past, and now in Waterbury with Acts 4 Ministries, and Battered Women Opportunity to Save Territory (BWSTOP), also of Waterbury, grant me working knowledge of other resources that are available in the community allow me the opportunity.

Thank you, for taking the time to review my application and consider me for employment.

Sincerely,

## Waterbury Public Schools Online Application

Harris, Charlene - AppNo: 6942

Date Submitted: 3/4/2016

1. Please explain how your past personal and professional experience make you a quality candidate for the position for which you are applying.

Charlene Harris  
coutlaw5grace@aol.com  
203-528-4230

### Language Skills

Do you know any language other than English? No

### Professional References

	Reference 1	Reference 2
Name:	Barbara Cohen	Cristina Damore
School/Org:	Marrakech Training Academy	Woodrow Wilson Elementary Sch
Current Position:	litercy Instuctor	Parent Liason
Home Phone:		
Cell Phone:	203-710-3924	203-525-6847
Work Phone:		203-574-6664
Mailing Address:	>	235 Birch Street Waterbury, CT, 06704
Email:	barbsacohen@gmail.com	cdamore@waterbury.k12
Relationship to Candidate:	Personal	Friend
Years Known:	1	3

	Reference 3	Reference 4
Name:	Vernal Walker	Dayle breland
School/Org:	Crosby High School	New Haven Job Corp
Current Position:		Safety/Security mgr.
Home Phone:		
Cell Phone:	203768-3841	203-927-7390
Work Phone:	203-725-3973	203-905-4351
Mailing Address:	> 330 Pierpoint Rd Waterbury, CT 06705	> 455 Wintergreen Ave New Haven, CT 06515
Email:	vwalker94@comcast.com	
Relationship to Candidate:	Friend	Supervisor
Years Known:	3	1

## Waterbury Public Schools Online Application

Harris, Charlene - AppNo: 6942

Date Submitted: 3/4/2016

### Professional References cont.

	<b>Reference 5</b>	
<b>Name:</b>	Melissa Castleberry	
<b>School/Org:</b>	University of Phoenix	
<b>Current Position:</b>	Enrollment Advisor	
<b>Home Phone:</b>		
<b>Cell Phone:</b>		
<b>Work Phone:</b>		
<b>Mailing Address:</b>	>	
	>	
	>	
<b>Email:</b>		
<b>Relationship to Candidate:</b>	Professional	
<b>Years Known:</b>	2	

### Referrals

How did you hear about employment with us?

District Employee

### Additional Information

### 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:

## Waterbury Public Schools Online Application

Harris, Charlene - AppNo: 6942

Date Submitted: 3/4/2016

### Disclosures continued

\* 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:

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 been convicted of an offense against the law (including military offenses), are you now under charges of any offense against the law?

No

## Waterbury Public Schools Online Application

Harris, Charlene - AppNo: 6942

Date Submitted: 3/4/2016

### Legal Information continued

If yes, explain, give details below. Show: date, charge, place, court and disposition:

Please Note: A conviction will not necessarily bar you from employment. Facts, such as date of occurrence and rehabilitation will be considered. This information will be used only for job-related purposes and only to the extent permitted by applicable law.

\* 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.

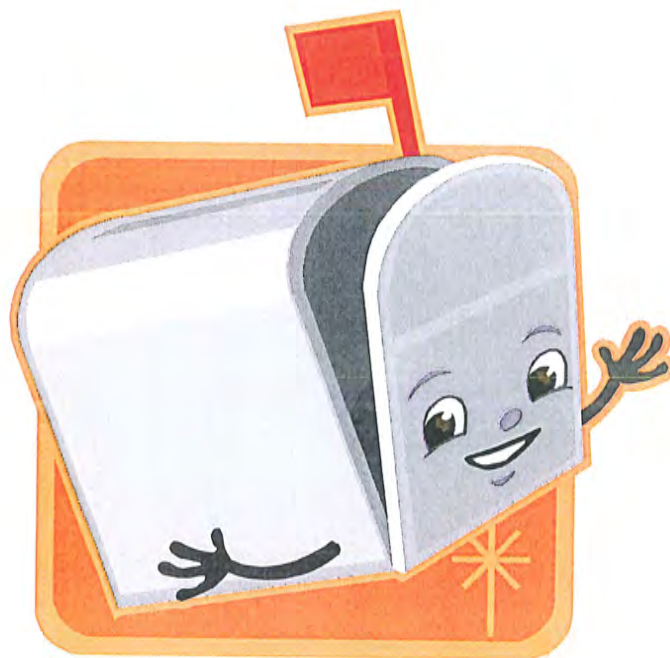
I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

I, Charlene Harris, agree to all of the terms above.

☒ I agree



# Communications



Packet week ending: 6/28/16

Board of Education  
236 Grand St.  
Waterbury, CT 06702

June 10, 2016

Re: Access to my progress book account

Dear Commissioners:

It has come to my attention that an unidentified employee has inserted grades in progress book under my name without my permission or consent. To my knowledge, only five people in this building have the capacity to insert grades under my name once the grading window has closed.

I have discussed my concerns with the building principal, Mrs. Gopie. I wanted to bring what I believe is a breach of ethics to the Board's attention.

Thank you,

/s/ Atiya K. Sample

# Waterbury Veterans Memorial Committee

236 Grand Street  
Waterbury, Connecticut 06702

(H) (203) 574-3872

June 13, 2016

Board of Education - *Carrie Swann*  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

Dear Friends of Veterans:

You are cordially invited to our 19th Annual Korean War Veterans Remembrance Day Ceremony honoring Veterans of Connecticut, which will take place at 10 AM in Library Park on Saturday, July 23, 2016.

This Remembrance Day commemorates the 63rd Anniversary of the negotiated cease-fire that ended three years of open warfare on the Korean Peninsula. The ceasefire on July 27, 1953 came after more than 33,000 battle deaths and the capture of thousands of brave soldiers, sailors, marines and airmen. For those who returned home, the armistice brought mixed emotions, as many of their comrades-in arms remained prisoner of war or missing in action.

Referred to as "The Forgotten War", this year marks the 66th anniversary of the start of the Korean War that began on June 25, 1950. Americans all across this great nation will again be remembering the extraordinary sacrifices made by our men and women in uniform as well as pay tribute to their courage and commitment to the freedoms too many people take for granted. This year's ceremony should have added significance to all Americans based on the North Korean regime's pronouncement of disavowal of the original 1953 armistice.

Please join our Veterans Memorial Committee and other veterans and dignitaries from across Connecticut, at 10:00 AM on Saturday, July 23, 2016 in Library Park, near the Harrub Stage, to honor the proud legacy of our Korean War veterans who gave so much of themselves so that others might live in liberty.

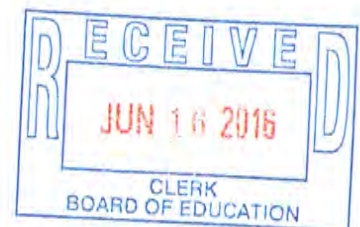
We look forward to seeing you at this 19th Remembrance Day ceremony.

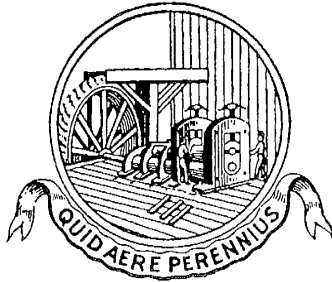


Leonard Romaniello, Sr.  
Event Chairman



John A. Sarlo  
Event Coordinator





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

June 13, 2016

Dallas Swain  
63 Mapleridge Dr.  
Waterbury, CT 06705

Dear Mr. Swain:

We are pleased to receive your acceptance of our offer of seasonal and at will employment for the position of Seasonal Maintainer I (Req. #2016254) at the Department of Education.


In this position your starting compensation will be \$14.13 per hour for a total of 40 hours per week.

Your first day reporting to the Department of Education will be June 16, 2016.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

  
Scott Morgan  
Director of Human Resources

SM/sd

cc: Board of Education  
Shannon Sullivan, Acting Schl Insp  
Dr. Ouellette, Supt. of Schools  
file





**Connecticut Education  
Association**

**Governance**

Sheila Cohen, President  
Jeff Leake, Vice President  
Pat Jordan, Secretary  
Thomas Nicholas, Treasurer  
John Horrigan, NEA Director  
Gary Peluchette, NEA Director

**Executive Office**

Mark Waxenberg  
Executive Director

**UniServ Units 4, 6, 7, 13 & 24**

Waterbury Office  
228 Meadow Street  
Suite 301, Waterbury, CT 06702  
203-465-7044, 800-992-3212  
Fax: 203-465-7045

An affiliate of the  
National Education Association

June 14, 2016

Elizabeth Brown  
President, Waterbury Board of Education  
236 Grand Street  
Waterbury, CT 06702-1972

**Re: Department Head Job Description**

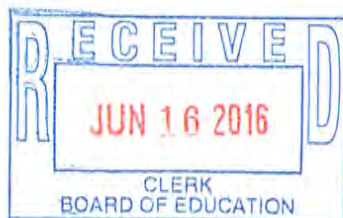
Dear President Brown:

As the lawful representative of the approximately 1600 Waterbury teachers, I would like to formally comment regarding the Board of Education's (BOE) plan to create a written job description for Department Heads.

As was accurately reported by District officials, the collective bargaining agreement (CBA) between the Waterbury Teachers Association (WTA) and the Board grants the Board the right to promulgate job descriptions. The WTA has never disputed this claim and also supports the usefulness of a written job description for all parties concerned. However, there are numerous logistical and legal implications that should be considered by the Board prior to adoption of a formal job description for Department Heads.

Regarding the proposed annual reapplication and discretionary removal process referenced in the proposed job description, the WTA asserts that this is a mandatory subject of bargaining under state labor law and must be negotiated in advance with the WTA prior to implementation. Any attempt by the Board to implement this change prior to the completion of negotiations may subject the Board to a potential unfair labor practice, thus causing unnecessary delays and protracted litigation. The WTA also believes that inclusion of a reapplication/removal process in the job description would have the unintended consequence of rendering such terms invalid in the event that negotiations result in modifications to this section. For this reason the WTA respectfully requests the omission of such terminology from the actual job description in order to permit the parties to negotiate such terms in good faith.

Another consideration relates to contractual posting and notification. The standard District practice is to post positions during the teacher's contractual work year. This is done because teachers are not contractually required to check their email nor to respond to school matters during the summer recess. Thus, any attempt by the District to unilaterally implement an expedited reapplication/removal process prior to the start of the 2016-2017 school year is impracticable due to the inability of the





**Connecticut Education  
Association**

**Governance**

Sheila Cohen, President  
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**Executive Office**

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Executive Director

**UniServ Units 4, 6, 7, 13 & 24**

Waterbury Office  
228 Meadow Street  
Suite 301, Waterbury, CT 06702  
203-465-7044, 800-992-3212  
Fax: 203-465-7045

An affiliate of the  
National Education Association

District to communicate with Department Heads outside of the contractual work year.

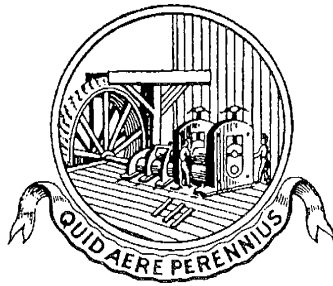
In order to avoid the above referenced outcomes, the WTA requests that the Board revise the proposed job description by deleting the annual reapplication and discretionary removal process. Thereafter and upon adoption by the Board of a revised job description, the WTA is prepared to negotiate with the Board over any impact to terms and/or conditions of employment in accordance with state labor law. Negotiations would also be the appropriate forum to discuss a reasonable timeline for a smooth, professional transition into the redefined duties and roles of the Department Head and a thoughtful, deliberate deferral will serve to protect the rights of both the Board and the WTA in this process.

I thank you and the Commissioners for your consideration in this matter and your efforts for our teachers and the students of Waterbury.

Very Truly Yours,

James W. Tessitore, Esq.  
Representative, Waterbury Teachers Association

Cc: Kevin Egan, President, WTA (email)  
Dr. Kathleen Ouellette, Superintendent, Waterbury Schools (email)  
Darren Schwartz, Chief Academic Officer, Waterbury Schools (email)  
The Honorable Neil M. O'Leary, Mayor, City of Waterbury (email)



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

June 21, 2016

Tarek Ahmed  
24 Rockland Ave.  
Waterbury, CT 06708

Dear Mr. Ahmed:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #2016216) at \$14.48 per hour (effective July 1, 2016.) Please contact Shannon Sullivan, Acting School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, July 21, 2016 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 July 22, 2016 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. 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.

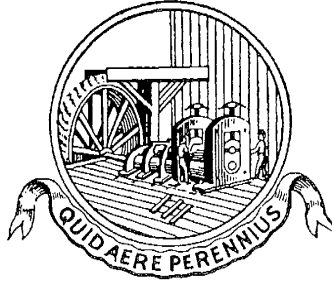
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

  
Scott Morgan  
Director of Human Resources  
SM/sd

cc Board of Education  
Shannon Sullivan, Acting Schl Inspector  
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

June 21, 2016

Michael Rosa  
140 Country Club Rd.  
Waterbury, CT 06708

Dear Mr. Rosa:

We are pleased to receive your acceptance of our offer of seasonal and at will employment for the position of Seasonal Maintainer I (Req. #2016254C) at the Department of Education.

In this position your starting compensation will be \$14.13 per hour for a total of 40 hours per week.

Your first day reporting to the Department of Education will be June 23, 2016.

We look forward to working with you.

Again, welcome to the City of Waterbury.

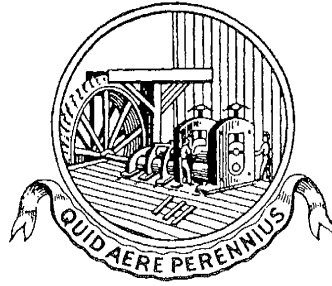
Sincerely,

Scott Morgan  
Director of Human Resources

SM/sd

cc: Board of Education  
Shannon Sullivan, Acting Schl Insp  
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

June 23, 2016

Jordan Mastroianni  
104 Cherokee Rd.  
Watertown, CT 06795

Dear Mr. Mastroianni:

We are pleased to receive your acceptance of our offer of seasonal and at will employment for the position of Seasonal Maintainer I for the Education Department (REQ#2016254A).

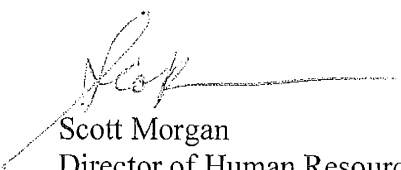
In this position your starting compensation will be \$14.13 per hour for a total of 40 hours per week.

Your first day reporting to the Education Department will be June 23, 2016.

We look forward to working with you.

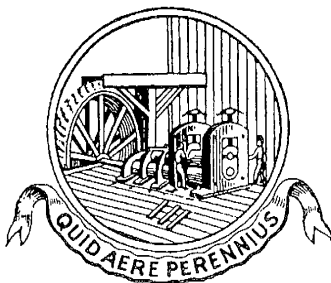
Again, welcome to the City of Waterbury.

Sincerely,

  
Scott Morgan  
Director of Human Resources

SM/sd

cc: Board of Education  
Shannon Sullivan, Acting Schl Insp.  
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

June 23, 2016

Hugo Nerio  
35 Edson Ave., Fl. 1  
Waterbury, CT 06705

Dear Mr. Nerio:

We are pleased to receive your acceptance of our offer of seasonal and at will employment for the position of Seasonal Maintainer I for the Education Department (REQ#2016254B).


In this position your starting compensation will be \$14.13 per hour for a total of 40 hours per week.

Your first day reporting to the Education Department will be June 23, 2016.

We look forward to working with you.

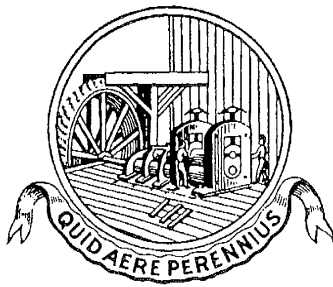
Again, welcome to the City of Waterbury.

Sincerely,

  
Scott Morgan  
Director of Human Resources

SM/sd

cc: Board of Education  
Shannon Sullivan, Acting Schl Insp.  
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

June 23, 2016

Marquita Nealy  
329 Oak St., 1<sup>st</sup> Fl.  
Waterbury, CT 06705

Dear Ms. Nealy:

We are pleased to receive your acceptance of our offer of employment for the position of Office Aide for the Education Department – Kingsbury School (Requisition #2016138) at \$9.71 per hour.

This is a part-time position working up to 19 hours per week.

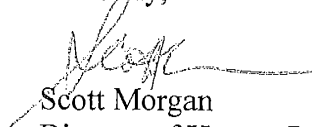
Your first day reporting to the Education Department – Kingsbury School will be August 25, 2016 at your regular scheduled time.

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

We look forward to working with you.

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  
Angela Razza, Principal @ Kingsbury  
file

## Carrie Swain

---

**From:** KEVIN EGAN  
**Sent:** Thursday, June 23, 2016 9:06 AM  
**To:** 1 Board of Ed  
**Cc:** 'jamest@cea.org'  
**Subject:** Department Head posting

Hello Commissioners,

I just wanted to forward the posting below for department head that was sent out and then later retracted by Lisa Dunn. This was done without any advance notice to the teachers of the WTA. We continue to be frustrated about how this entire process was handled. I also contacted Liz Brown by telephone yesterday to alert her to this and to discuss the ongoing problem with this design.

I also believe Commissioner Hernandez was making a valid point when she discussed how the job description requires an administrative (092) or a department head (105) certification with three years teaching experience. In the state of Connecticut, you cannot attain an 092 certification with less than 5 years teaching experience. So in essence, are you saying that a teacher with only three years' experience, who is still considered non-tenured by the state of Connecticut can interview for this position. This would certainly set up for an interesting and precarious situation throughout our schools.

Sincerely,  
Kevin Egan  
President  
Waterbury Teachers Association

**From:** Lisa Dunn  
**Sent:** Wednesday, June 22, 2016 12:37 PM  
**To:** 2 Teachers <2Teachers@waterbury.k12.ct.us>  
**Cc:** 1 High School Principals <1HighSchoolPrincipals@waterbury.k12.ct.us>; 1 High School Vice Principals <1HighSchoolVicePrincipals@waterbury.k12.ct.us>; 1 K-5 Principals <1K-5Principals@waterbury.k12.ct.us>; 1 K-5 Supervising Vice Principal <1K-5SupervisingVicePrincipal@waterbury.k12.ct.us>; 1 middle school house principals <1middleschoolhouseprincipals@waterbury.k12.ct.us>; 1 Middle School Principals <1MiddleSchoolPrincipals@waterbury.k12.ct.us>; ADELA JORGE <ajorge@waterbury.k12.ct.us>; AIMEE MISSET <amisset@waterbury.k12.ct.us>; AMY SIMMS <asimms@waterbury.k12.ct.us>; BRIDGET REGAN <bregan@waterbury.k12.ct.us>; CANDICE E KOSTKA <cekostka@waterbury.k12.ct.us>; CAREY EDWARDS <cedwards@waterbury.k12.ct.us>; CATHI NEWMARK <cnewmark@waterbury.k12.ct.us>; CATHY TSACOYEANES <ctsacoyeanes@waterbury.k12.ct.us>; CYNTHIA HAMMOND <chammond@waterbury.k12.ct.us>; DARLENE COFRANCESCO <dcofrancesco@waterbury.k12.ct.us>; Darren Schwartz <dschwartz@waterbury.k12.ct.us>; DAWN KALACH <dkalach@waterbury.k12.ct.us>; DENA MOURA <dmoura@waterbury.k12.ct.us>; DENISE CARR <dcarr@waterbury.k12.ct.us>; DIANE BAKEWELL <dbakewell@waterbury.k12.ct.us>; DIURCA TOMASELLA <dtomasella@waterbury.k12.ct.us>; DONNA CULLEN <dcullen@waterbury.k12.ct.us>; ELIZABETH HENSON <ehenson@waterbury.k12.ct.us>; ERIK BROWN <epbrown@waterbury.k12.ct.us>; INEZ RAMIREZ <iramirez@waterbury.k12.ct.us>; Jackie Gilmore <jgilmore@waterbury.k12.ct.us>; JADE LEE GOPIE <jgopie@waterbury.k12.ct.us>; JAMES SIMPSON <jsimpson@waterbury.k12.ct.us>; JANET FRENIS <jfrenis@waterbury.k12.ct.us>; JENNIFER CALABRESE <jcalabrese@waterbury.k12.ct.us>; JENNIFER DWYER <jdwyer@waterbury.k12.ct.us>; JENNIFER MCALOON <jmcaloon@waterbury.k12.ct.us>; JENNIFER ROSSER <jrosser@waterbury.k12.ct.us>; JESSICA OCASIO <jocasio@waterbury.k12.ct.us>; Joanna Crudele <jcrudele@waterbury.k12.ct.us>; John Reed <jreed@waterbury.k12.ct.us>; JOSEPH BEGNAL JR <jbegnal@waterbury.k12.ct.us>; JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>; JOSEPH NOLE <jnole@waterbury.k12.ct.us>; JUAN MENDOZA <jmendoza@waterbury.k12.ct.us>; Karen Renna

<krenna@waterbury.k12.ct.us>; KRISTEN GAUDIOSI <kgaudiosi2@waterbury.k12.ct.us>; Linda Riddick-Barron <lriddick-barron@waterbury.k12.ct.us>; LISA BROWN <lbrown@waterbury.k12.ct.us>; LORI PECK <lpeck@waterbury.k12.ct.us>; Maria Burns <mburns@waterbury.k12.ct.us>; MARIA ZILLO <mzillo@waterbury.k12.ct.us>; MARIE ANN MCDERMOTT <mmcdermott@waterbury.k12.ct.us>; MARISA A BLAKESLEE <mblakeslee@waterbury.k12.ct.us>; MATTHEW CALABRESE <mcalabrese@waterbury.k12.ct.us>; MATTHEW GWIAZDOSKI <mgwiazdoski@waterbury.k12.ct.us>; MELINA RODRIGUEZ <mrodriguez@waterbury.k12.ct.us>; MELISSA BALDWIN <mbaldwin@waterbury.k12.ct.us>; MICHAEL HARRIS <mharris@waterbury.k12.ct.us>; MICHAEL THERIAULT <mtheriault@waterbury.k12.ct.us>; MICHELLE BAKER <mbaker@waterbury.k12.ct.us>; MONICA ONEAL <moneal@waterbury.k12.ct.us>; NICHOLAS ALBINI <nalbin@waterbury.k12.ct.us>; PATRICIA MCCARTHY <pmccarthy@waterbury.k12.ct.us>; Patricia Moran <pmoran@waterbury.k12.ct.us>; PAUL DREWRY <pdrewry@waterbury.k12.ct.us>; Paul Whyte <pwhyte@waterbury.k12.ct.us>; PETER MCCASLAND <pmccasland@waterbury.k12.ct.us>; RICHARD ARROYO <rarroyo@waterbury.k12.ct.us>; ROBERT DELANEY <rdelaney@waterbury.k12.ct.us>; ROBERT JOHNSTON <rjohnston@waterbury.k12.ct.us>; Roberta Abell <rabel@waterbury.k12.ct.us>; ROBIN HENRY <rhenry@waterbury.k12.ct.us>; ROHINIE CRISCIONE <rcriscione@waterbury.k12.ct.us>; ROSALYN GLASS <rglass@waterbury.k12.ct.us>; Roxanne S. Augelli <raugelli@waterbury.k12.ct.us>; SHARON WALSH <swalsh@waterbury.k12.ct.us>; Shuana K. Tucker <stucker@waterbury.k12.ct.us>; STEPHANIE CARPENTIERI <scarpentieri@waterbury.k12.ct.us>; STEVEN STRAND <sstrand@waterbury.k12.ct.us>; TALISHA FOY <tfoy@waterbury.k12.ct.us>; VINCENT BALSAMO <vbalsamo@waterbury.k12.ct.us>; WENDY OWEN <wowen@waterbury.k12.ct.us>; Robert Brenker <rbrenker@waterbury.k12.ct.us>; Kathleen Ouellette <kouellette@waterbury.k12.ct.us>; Darren Schwartz <dschwartz@waterbury.k12.ct.us>; PAMELA BAIM <pbaim@waterbury.k12.ct.us>; NOREEN BUCKLEY <nbuckley@waterbury.k12.ct.us>; Carrie Swain <cswain@waterbury.k12.ct.us>

**Subject:** please see posting

## **HIGH SCHOOL DEPARTMENT HEAD\***

**TITLE:** High School Department Head

**REPORTS TO:** Principal

### **TERMS OF POSITION:**

Teachers shall apply and/or reapply for Department Head positions annually or, whenever a vacancy otherwise exists. Department Heads shall be selected by the Principal. There shall be no limit to the number of consecutive terms that a teacher may serve as a Department Head.

### **JOB GOAL:**

To provide leadership, coordination, and innovation in assigned curricular area, so that each student may derive maximum benefit from the continuing pursuit of the subject involved. Department Heads will also work collaboratively in order to support the district's goal of a standards-based, results-oriented culture of academic excellence.

### **QUALIFICATIONS:**

1. Connecticut Teacher Certification in appropriate subject matter and a 105 or 092 Certification;
2. WTA member;
3. Minimum of three (3) years teaching experience.
4. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

### **EXAMPLES OF WORK RESPONSIBILITIES\*\*:**

1. Assists in establishing and developing department curriculum objectives and plans for the implementation and evaluation of those objectives.

2. Assists in the recruitment, screening, hiring, training, and assigning of department personnel.
3. Conducts department meetings and attends relevant school, district, and professional meetings as necessary.
4. Assumes responsibility for the ordering, inventorying, and distributing of all departmental instructional materials.
5. Advises the principal on the department's budgetary and scheduling needs.
6. Makes classroom visitations of department personnel and provides coaching and acts as a resource person for department teachers.
7. Collects and maintains a file of daily lesson plans of teachers in the department.
8. Meets with other department heads and the administration on an ongoing basis.
9. Assists in identifying and using community resources for the department program.
10. Assists in curriculum evaluation.
11. Assists and/or leads professional development programs.
12. Assists the principal in communicating grading policies, promotional policies, and the district's instructional program to parents and the community.
13. Keeps informed on educational innovations and trends as they relate to the department.

Closing Date 7/5/16

*Lisa Dunn*

[ldunn@waterbury.k12.ct.us](mailto:ldunn@waterbury.k12.ct.us)

Senior HR Generalist

City of Waterbury Board of Education

236 Grand St. - Room 310

Waterbury CT 06702

W (203) 346-2676

F (203) 346-3513



# Waterbury Public Schools

*Louise Allen Brown, J.D., M.P.A.  
Grant Writer*

June 28, 2016

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

RE: Primary Mental Health Program Grant 2016-17

Dear President Brown and Board of Education Commissioners:

On June 24, 2016 I timely submitted the above-referenced competitive grant application to the Connecticut State Department of Education (CSDE) on behalf of the Waterbury Public Schools. As you know, that grant program has been very successful in assisting students in first to third grade Duggan and W. Cross Elementary Schools for several years. The grant amount is \$20,000. Your honorable board approved submission of this grant application, including limited matching funds, on June 16, 2016. A determination on the application can be expected by late summer or shortly thereafter.

Very truly yours,

A handwritten signature in cursive script, reading "Louise Allen Brown".

Louise Allen Brown  
Grant Writer

cc: Dr. Kathleen M. Ouellette  
Darren Schwartz



# Waterbury Public Schools

*Louise Allen Brown, J.D., M.P.A.  
Grant Writer*

June 28, 2016

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

RE: Young Parents Program (CSDE)

Dear President Brown and Board of Education Commissioners:

On June 30, 2016, I will timely submit a competitive grant application to the Connecticut State Department of Education (CSDE) on behalf of the Waterbury Public Schools. The grant amount is \$50,000, with a 50% match which will be covered by another State grant. There is no impact on the local budget. The grant will be reviewed by CSDE and a decision can be expected by late summer.

If funded, the grant would allow the district to increase the number of grant-funded childcare seats available to Waterbury teen parents beginning in 2016-17. These childcare seats facilitate continued attendance at school for the teen parents. This year just three seats were available for children of Waterbury students (grant). Five additional seats would be created with the funding from the YPP grant.

Very truly yours,

A handwritten signature in cursive script that reads "Louise Allen Brown".

Louise Allen Brown  
Grant Writer

cc: Dr. Kathleen M. Ouellette  
Darren Schwartz





# Waterbury Public Schools

*Louise Allen Brown, J.D., M.P.A.  
Grant Writer*

June 28, 2016

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

RE: 2016-2017 Carl D. Perkins Grant

Dear President Brown and Board of Education Commissioners:

Today I timely submitted the above-named grant application to the Connecticut State Department of Education on behalf of Waterbury Public Schools. As you know this grant provides funding to support Career and Technical Education at the district high schools. The grant amount is \$391,429, based upon last year's Perkins grant allocation; that amount may be modified by the State when 2016-2017 funding calculations are finalized. The grant was previously reviewed at the Board of Education Curriculum Committee meeting of May 24, 2016. The grant will be reviewed by the State in the coming weeks, and a determination on the grant can be expected by late summer or soon thereafter.

Very truly yours,

A handwritten signature in cursive script that reads "Louise Allen Brown".

Louise Allen Brown  
Grant Writer

cc: Dr. Kathleen M. Ouellette  
Darren Schwartz  
Steven Strand



# Waterbury Public Schools

*Louise Allen Brown, J.D., M.P.A.  
Grant Writer*

June 28, 2016

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

RE: Ion Bank Foundation Grant

Dear President Brown and Board of Education Commissioners:

On June 24, 2016 I timely submitted a competitive grant application to the above-referenced bank foundation on behalf of the Waterbury Public Schools. The grant proposal requests three year funding to support an afterschool *FIRST*® Robotics program at the Enlightenment School for students in grades six through eight. The program would operate from September to December in accordance with the *FIRST*® Robotics *FIRST*® LEGO® League program and competition season, each year funding is available.

This program is part of a larger *FIRST*® Robotics expansion project designed this year to expand to the comprehensive middle schools and several elementary schools (grade 5) in the district. Funding to establish *FIRST*® Robotics afterschool programs at those schools has been requested through competitive grant applications submitted to the *FIRST*® STEM Equity Community Innovative Grant and The Leever Foundation. The Ion Bank Foundation proposal is intended to provide the same *FIRST*® Robotics afterschool opportunity to the middle school aged students in the alternative education setting at Enlightenment.

Very truly yours,

A handwritten signature in cursive script that reads "Louise Allen Brown".

Louise Allen Brown  
Grant Writer

cc: Dr. Kathleen M. Ouellette  
Darren Schwartz



# Waterbury Public Schools

*Louise Allen Brown, J.D., M.P.A.*  
*Grant Writer*

June 28, 2016

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

RE: The Leever Foundation

Dear President Brown and Board of Education Commissioners:

On May 20, 2016, I timely submitted a competitive grant application to the above-referenced foundation on behalf of Waterbury Public Schools and ingenuity NE/NE FIRST®. This grant is the result of several months of planning in partnership with the New England regional FIRST® Robotics organization: ingenuityNE/NE FIRST®.

The grant proposal requests three year funding in the amount of \$140,368. to support an afterschool FIRST® Robotics program at the comprehensive middle schools (North End, Wallace, West Side) and several elementary schools (grade 5) in the district. The program would operate at the middle schools from September to December in accordance with the FIRST® Robotics FIRST® LEGO® League program and competition season, each year funding is available. The program would operate at the elementary schools for fifth graders for twelve weeks during the second half of the school year each year funding is available. In the first year of the project as many as eight elementary schools are proposed; by year three as many as twelve elementary schools are proposed to be included.

At this time The Leever Foundation has expressed concerns about some of the costs of the grant. We have been invited to meet with Leever Foundation Trustees to determine whether we can accomplish further cost containment that might promote a positive response to our proposal from the Foundation.

Very truly yours,

A handwritten signature in black ink that reads "Louise Allen Brown". The signature is fluid and cursive, with a long horizontal stroke at the end.

Louise Allen Brown  
Grant Writer

cc: Dr. Kathleen M. Ouellette  
Darren Schwartz



# Waterbury Public Schools

*Louise Allen Brown, J.D., M.P.A.  
Grant Writer*

June 28, 2016

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

RE: *FIRST*® STEM Equity Community Innovative Grant

Dear President Brown and Board of Education Commissioners:

In March 2016, I submitted a letter of interest to the above named grant program which is sponsored by the *FIRST*® Robotics national organization. Subsequently the district was invited to submit a full proposal. Only 10-15 awards are expected to be made from all applicants nationwide and from Canada.

On April 11, 2016, I timely submitted a full competitive grant application to the above-referenced grant program on behalf of the Waterbury Public Schools and ingenuityNE. This proposal is the result of several months of planning in partnership with the New England regional *FIRST*® Robotics organization: ingenuityNE/NE *FIRST*®. If funded this program would be coordinated with other robotics grants requests.

The grant proposal requested one year funding in the amount of \$50,000. to support an afterschool *FIRST*® Robotics program at the comprehensive middle schools (North End, Wallace, West Side) and several elementary schools (grade 5) in the district. The program would operate at the middle schools from September to December 2016 in accordance with the *FIRST*® Robotics *FIRST*® LEGO® League program and competition season, and at several elementary schools for fifth graders for twelve weeks during the second half of the school year.

Very truly yours,

A handwritten signature in cursive script that reads "Louise Allen Brown".

Louise Allen Brown  
Grant Writer

cc: Dr. Kathleen M. Ouellette  
Darren Schwartz



# Waterbury Public Schools

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*Louise Allen Brown, J.D., M.P.A.  
Grant Writer*

June 28, 2016

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

RE: 2016 Low-Performing Schools Bond Funded Grant

Dear President Brown and Board of Education Commissioners:

On February 29, 2016, I timely submitted nineteen (19) separate school competitive grant applications for the above-named program to the Connecticut State Department of Education (CSDE) on behalf of Waterbury Public Schools. The applications are for significant technology infrastructure and hardware upgrades based upon Will Zhuta's plan for same, and include fiber wiring upgrades, switch replacements, wireless access points, laptops with carts, desktop computers, and smart boards.

The total grant request from the nineteen schools combined is \$8,582,019. The school by school grant amount requests are as follows:

Bucks Hill	\$ 499,947.
Bunker Hill	\$ 499,608.
Carrington	\$ 498,753.
Chase	\$ 499,737.
Crosby	\$ 99,950.
Driggs	\$ 499,611.
Duggan	\$ 499,910.
Gilmartin	\$ 499,210.
Hopeville	\$ 499,732.
Kennedy	\$ 485,455.
NEMS	\$ 494,000.
Reed	\$ 499,413.
Sprague	\$ 499,891.
Wallace MS	\$ 487,600.
Walsh	\$ 42,586.
Washington	\$ 499,338.
WSMS	\$ 492,893.
Wilby HS	\$ 484,870.
Wilson	\$ 499,515.

Waterbury Board of Education  
RE: Low Performing Schools Grants

June 28, 2016  
page two

The grant applicaitons have been reviewed by CSDE and decisions on the grant awards recommended by CSDE staff are pending approval by the State Bond Commission. Decisions were anticipated by June but that has been delayed by a delay in getting these grants onto the State Bond Commission agenda. There is no Bond Commission meeting in June; CSDE funding recommendations on these grants will be considered by the Bond Commission in July, or thereafter. The district will be notified of the outcome of these applications after the Bond Commission decision.

Very truly yours,

A handwritten signature in cursive script, reading "Louise Allen Brown".

Louise Allen Brown  
Grant Writer

cc: Dr. Kathleen M. Ouellette  
Darren Schwartz



# Waterbury Public Schools

*Louise Allen Brown, J.D., M.P.A.  
Grant Writer*

June 28, 2016

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

RE: Laura Bush Foundation for America's Libraries Grant Awards

Dear President Brown and Board of Education Commissioners:

I am delighted to notify you that four Waterbury elementary schools were recently selected to receive library grants in the amount of \$6800 each from the above-named Foundation. The focus of the grant projects is updating the library collections with new popular fiction, picture books and novels to support the ELA curriculum, and additional nonfiction books to provide students with current information for research and pleasure reading.

A number of Waterbury library media-specialists worked on grant applications for this program last Fall, with the assistance of my office. Of just five grants awarded by the Laura Bush Foundation in the State of Connecticut, four were awarded in Waterbury to: Duggan Elementary School/Janine Pilicy, Maloney Magnet School/Bobbi Cremins, Rotella Magnet School/Denise Riley, and Sprague Elementary School/Caitlin Carbonell.

Very truly yours,

A handwritten signature in cursive script that reads "Louise Allen Brown".

Louise Allen Brown  
Grant Writer

cc: Dr. Kathleen M. Ouellette  
Darren Schwartz