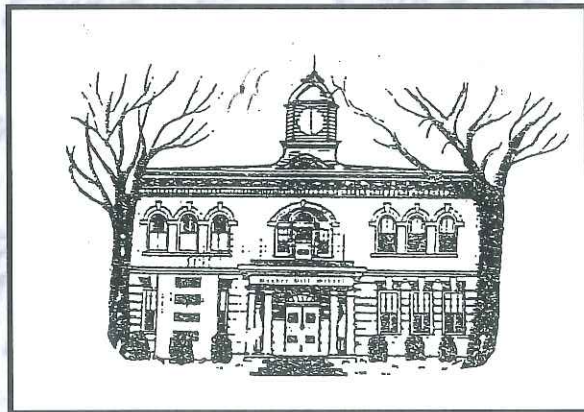


Bunker Hill's Talented Chorus

Noor Abbasi
Keisha Alvarez
Kailey Anderson
Wyatt Anderson
Zarah Ysabel Bancud
Makayla Gbeh
Caliah Ghymph
Mya Grant
Rianah Hastings
Ayla Leary
Karina Lugo
Sury Mejia-Giron

Yaelis Melendez
Maryel Mendoza
Naziray Palmer
Janixa Paneto
Ihyana Perez
Jaesah Perry
Rosaluz Ortiz
Jaela Rivera
Dakota Sheppard
Zi'Onyah Thompson-James
Janelix Tirado
Tevon Vassell
Kaia Villa

Bunker Hill Elementary School



*November 18th, 2015
5:30 to 6pm
Bunker Hill Gymnasium*

Pledge of Allegiance.....Mrs. Byron's Pre-K Students

Taya Cardella

Dante Guerrero

Michaelangelo Jenkins

Zeni Jones

"Star Spangled Banner" sung by.....Bunker Hill's Talented Chorus

Led by: Art Mistura, Music Teacher

Welcome Mrs. Celia Piccochi, Principal

What Veteran's Day Means to Me?..... By: Bunker Hill Students

Elystacia Gaillard

Deanna Stroud

"This Land is Your Land" sung by.....Bunker Hill's Talented Chorus

Led By: Art Mistura, Music Teacher

The History of Military Medals.....By: Bunker Hill Students

1st Reading

Ariana Diaz

Jaesah Perry

"Grand Old Flag" sung by Bunker Hill's Talented Chorus

Led By: Art Mistura, Music Teacher

The History of Military Medals.....By: Bunker Hill Students

2nd Reading

Jaela Rivera

Rosaluz Ortiz

"Yankee Doodle Boy" sung by.....Bunker Hill's Talented Chorus

Led by: Art Mistura, Music Teacher

The History of Military Medals.....By: Bunker Hill Students

3rd Reading

Kayla Archiere

Alondra Gonzalez

Marquis Taylor

Presentation of Flowers to our Veterans.....Bunker Hill Students

Closing Poem

written by: Lance Corporal James M. Schmidt...Mrs. Celia Piccochi, Principal

"God Bless America" sung by.....All



*Bunker Hill School honors, recognizes and thanks
the brave men and women from
VFW Post 201, Waterbury
American Legion Post 195, Oakville*

*And
American Legion Corporal Coyle Post 1, Waterbury*

" "This Nation will remain the land of the free only so long as it is the
home of the brave." - Elmer Davis



Proposed School-Based Health Center Fact Sheet

Proposed School-Based Health Center (SBHC) Overview

- The proposed SBHC would serve the 6th-12th grade students of North End Middle and Wilby High School.
- There are currently no safety-net providers in this service area of Waterbury or zip code.
- We anticipate a Fall 2016 opening of the center.
- North End Middle School has 1040 students and Wilby High school has 1329, for a total of 2,369 students.
- Waterbury Public Schools currently have only 2 SBHC, one at Driggs Elementary School, and one which serves Crosby High School and Wallace Middle School. Both are operated by StayWell. Waterbury is the fifth most populous city in CT, and yet has fewer SBHCs than 10 smaller and less economically challenged CT cities and towns.
- Driggs SBHC has virtually 100% student enrollment. During the 2014/2015 school year, 426 students were seen for 1829 visits.
- During the first/start-up year of the Crosby/Wallace SBHC (which did not open until October 2014), 964 out of 2800 students enrolled in the SBHC. 462 students were seen for 1500 visits. 308 were from the middle school and 154 from the high school.
- We estimate that 950 students at North End and Wilby would enroll in the new SBHC during the first year and 450 will access services, with the anticipation that enrollment and usage will increase in subsequent years.
- The Wilby/North End SBHC will be open every school day during regular school hours.
- Additions to the schedule would include the offering of sports physicals and physical exams/immunizations required for the start of school.
- Staffing will include a center director, a medical provider, hygienists and dentists, and a behavioral health counselor.
- Services offered at the SBHC will include primary health care, dental care, behavioral health counseling, health education, health promotion within the school, case management and application assistance for Medicaid and insurance programs.
- Behavioral health services will be provided in collaboration with the community partner Wellmore Behavioral Health.
- StayWell anticipates the SBHC will reduce inappropriate Emergency Room visits.
- This project is currently in the planning stage. The only work completed to date were discussions required to develop the grant application and to identify space.

Project Specifics

- Project square footage is approximately 1400. The proposed space is located in the common building on the ground floor, nearest to the Middle School.
- The space will be renovated to include one exam room, one dental operatory, one behavioral health counseling office, one group meeting room, a bathroom, an office for the site director, and a waiting/receptionist area.
- Planning/Project Development: Start-9/11/2015; End-5/2016
- Alteration/Renovation Phase: Start-6/20/2016; End-8/24/2016
- Project Completion: 8/24/2016 (or by the first day of school)

Phone: 203.756.8021 Fax: 203.596.9038 www.staywellhealth.org

OCCUPANCY AGREEMENT

THIS OCCUPANCY AGREEMENT entered into on this ____ day of November, 2015, 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, domestic corporation organized and existing under the laws of the State of Connecticut, with offices at 80 Phoenix Avenue, Waterbury 06702-1418 ("StayWell").

WHEREAS, StayWell is desirous of occupying an area known as Suite Number 103 in the Commons Building located between North End Middle School and Wilby High School, having an address of 534 and 460 Bucks Hill Road, respectively, in the City of Waterbury, Connecticut and as more particularly shown on Exhibit A attached hereto and made a part hereof ("Occupied Area") for the sole purpose of establishing a School Based Health Center ("SBHC") to provide medical and dental services to students enrolled in North End Middle School and Wilby High School; and

WHEREAS, the City is desirous of having StayWell occupy said Occupied Area for the sole purpose of establishing a School Based Health Center ("SBHC") to provide medical and dental services to students enrolled in North End Middle School and Wilby High School; and

WHEREAS, StayWell has indicated that it has received a grant from the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), for the establishment of the "SBHC" at the Occupied Area.

NOW THEREFORE, in consideration of the terms, promises, covenants and conditions herein contained, the City agrees to allow StayWell to occupy the Occupied Area for the sole purpose of establishing an SBHC to provide medical and dental services to students enrolled in North End Middle School and Wilby High School. The parties agree as follows:

1. The Occupied Area, shall be renovated by StayWell, at Stay Well's sole cost and expense, and in accordance with the terms and conditions set forth herein. The Occupied Area shall be renovated to include 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 be used for the sole and exclusive purpose of providing medical, behavioral health, and/or dental treatment to students enrolled in North End Middle School or Wilby High School at the time of such treatment.
3. This Occupancy Agreement shall be in effect for a term of three (3) years from the date of the execution hereof by the City's Mayor.
4. StayWell represents that all employees of the SBHC are fully licensed, insured and shall provide a copy of said licenses and insurance to the City prior to services being provided at the SBHC. StayWell shall also insure that all employees of SBHC have submitted to

and passed a criminal background check as is 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 StayWell for StayWell's use of the Occupied Area.
7. Except as may otherwise be provided herein, StayWell shall be solely responsible for the performance and cost of any fit-out, 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.
8. StayWell shall submit, detailed plans and specifications to be reviewed and approved by the City's School Inspector and all other governmental authorities having jurisdiction thereof. All of such approvals/permits are to be obtained prior to the commencement of any fit-out, construction, alteration or other improvement of or to the Occupied Area. Said submission to, and approval by the City's School Inspector and all other governmental authorities having jurisdiction thereof shall likewise be required as to any amendments to such detailed plan and specifications.
9. StayWell shall perform all fit-out, alterations, renovation, or other improvements 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 Space.
10. StayWell shall prosecute the said fit-out, alterations, renovation, or other improvements 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 and lien waivers from all individuals that have performed work at the Occupied Area. StayWell shall be responsible for obtaining and paying for all necessary permits for said renovations and related work.
11. 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.

12. 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 Space 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 the Commons Building, Wilby High School or North End Middle School located at 534 and 460 Bucks Hill Road 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. StayWell shall defend the City, at its 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 attorney's fees resulting therefrom.
13. 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.
14. The City shall be responsible for custodial services and garbage removal. StayWell shall be solely responsible for contracting with, and payment of, a licensed contractor for removal of bio-hazardous waste from SBHC and shall hold the City harmless and indemnify it from any liability therefrom.
15. 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.
16. StayWell shall be in default under this Occupancy Agreement if StayWell has failed to perform of any terms, covenant or conditions set forth in said Agreement and such default has not been cured within sixty (60) days after written notice by City to StayWell and to HRSA, specifying such default.
 - 16.1 If StayWell shall be in default under this Occupancy Agreement and has not cured said default within sixty (60) days, the City at its option may terminate this Occupancy Agreement upon written notice to StayWell, and upon such termination, StayWell shall surrender the Occupied Spaces and all improvements located thereon to City.
 - 16.2 In the event StayWell shall be in default under the HRSA grant, or the HRSA grant is terminated, or if StayWell vacates the Occupied Space 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.

16.3 HRSA may intervene to ensure that the default is eliminated by StayWell HealthCare, Inc. or another recipient named by HRSA.

16.4 The City shall inform HRSA of any default by StayWell Health Care, Inc. or another recipient named by HRSA. HRSA shall have sixty (60) days from the date of the property owner's notice of default in which to attempt to eliminate the default, and the property owner will delay exercising remedies until the end of the 60-day period.

17. Insurance Requirements.

17.1 StayWell shall not commence occupancy or operation of the SBHC under this Agreement until all insurance required under this Section 17 has been obtained by StayWell and such insurance has been approved by the City. Staywell shall not allow any contractor or subcontractor to commence work on the Occupied Area until all insurance required of any such contractor or 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.

17.2. At no additional cost to the City, the StayWell 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 StayWell's obligations under this Occupancy Agreement, whether such obligations are the StayWell's or its contractor's or subcontractor's or person or entity directly or indirectly employed by StayWell or its contractor or subcontractor, or by any person or entity for whose acts StayWell or its contractors or subcontractors may be liable.

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

17.4. 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:

17.4.1 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.

17.4.2 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..

17.4.3 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.

17.4.4 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.

17.4.5 Professional Liability Insurance: Medical Professional Liability \$1,000,000.00 each claim. \$2,000,000.00 aggregate limit.

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

17.4.6 Abuse/Molestation Liability: \$1,000,000. Per occurrence/\$1,000,000 Aggregate

17.4.7 In addition, StayWell shall maintain Property Insurance for the Full Replacement Value of all Contents and Improvements and Betterments located on or about the Occupied Area.

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

- 17.6. 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.
- 17.7. Certificates of Insurance: StayWell's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and 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 employees and any person acting under, through or for them are listed as additional insured by Endorsement on all policies except Workers Compensation and Medical Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear". StayWell 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.
- 17.8. 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.
18. Stay Well 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.
- 18.1 In any and all claims against the City or any of its boards, agents, employees or officers by Staywell or any employee of the Stay Well, 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 18.1, 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 Stay Well or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

- 18.2 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.
19. Stay Well (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:
- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.

- 19.5 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.
- 19.6 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.
- 19.7 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 19.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person
- 19.8 The definitions set forth in the City's Code of Ordinances shall be the primary Source for interpretation of the forgoing subsections 19.1-19.7.
- 19.9 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.

- 19.10 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 web site: <http://www.waterburyct.org/content/9569/9605/9613/default.aspx> [See link entitled "City of Waterbury Code of Ordinances, current to 12/31/2013" and Click on Administration and Chapters 38 and 39].
- 19.11 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.
- 19.12 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.
- 19.13 Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Lease.
- 19.14 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.
20. 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 has ended.
21. The City of Waterbury, Waterbury Public Schools and StayWell Health Center, Inc. agree not to sublease, assign, or otherwise transfer the property, or use the property for a

non-grant-related purpose(s) without the written approval from the HRSA at any time during the term of the Agreement, whether or not grant support has ended.

22. The property owner shall accept payment of money or performance of any other obligation by HRSA's designee, for the recipient, as if such payment of money or performance had been made by the recipient.

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 _____, 2015, 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 _____, 2015, 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

#3

PreK – 12 Health Curriculum

see separate backup file

#4



WATERBURY PUBLIC SCHOOLS
DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman – Supervisor (203) 574-8051 email: jgorman@waterbury.k12.ct.us

Date: November 10, 2015

To: Waterbury Board of Education

Re: Executive Summary for Mayor's Task Force Against Substance Abuse Grant.


Dear Board Commissioners:

The City of Waterbury has received an annual flow-through state entitlement grant from the Department of Mental Health and Addiction Services via the Central Naugatuck Valley Regional Action Council. As such, the Mayor's Task Force Against Substance Abuse Grant is in the amount of \$8,940.00 for the period of July 1, 2015 thru June 30, 2016.

The MTFASA grant provides research-based substance abuse prevention curriculum for Waterbury public school students at the elementary, middle, and high school levels, and also supports the Waterbury Youth Council's "Teens Who Care Foundation," a youth-run philanthropic organization that is comprised of, and serves, Waterbury students from public, private and parochial schools. The "Teens Who Care Foundation," operates under the shared supervision of the Waterbury Youth Services, the Central Naugatuck Valley Regional Action Council, and the WPS Department of Health and Physical Education.

Your approval of our annual contract with the Department of Mental Health and Addiction Services is respectfully requested.

Yours, truly,


Joe

Cc: Kathleen Ouellette, Paul Guidone, Gary Miller, Darren Schwartz, Suzanne Pleasant

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

Phone: 203-574-6731 Fax: 203-574-8340

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

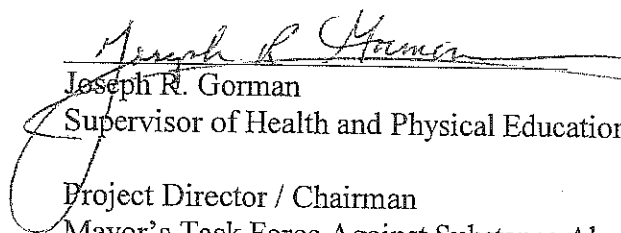
Re: Contract or Grant:

CNVRAC - Mayor's Task Force Against Substance Abuse 2015-2016

Department: Health & Physical Education Department

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.


Joseph R. Gorman
Supervisor of Health and Physical Education

Project Director / Chairman
Mayor's Task Force Against Substance Abuse

November 10, 2015

Date

Funding Application for Grant to Support Local Prevention Council

1	Application Date November 17, 2015	Funding Start Date November 17, 2015 - June 30, 2016
2	Applicant Agency (Legal Name & Address) City of Waterbury 236 Grand Street Waterbury, CT 06702	FEIN 06-666-1900
3	Has a permanent Local Prevention Council been established? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
4	Local Prevention Council name and address Mayor's Task Force Against Substance Abuse 236 Grand Street Waterbury, CT 06702	
	LPC Contact Person (Programmatic) Joseph R. Gorman	Telephone Number (203) 574-8051
	Title Chairman – Mayor's Task Force Against Substance Abuse	Fax Number (203) 597-3432
6	Contact Person (Fiscal) Joseph R. Gorman	Telephone Number (203) 574-8051
	Title Chairman – Mayor's Task Force Against Substance Abuse	Fax Number (203) 597-3432
7	List town(s) included in application Waterbury	
8	Is litigation pending on any of the applicant organization's programs? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, briefly explain below.	
FUNDING SUMMARY		
9	Total Program Budget \$8,940.00	Amount Requested \$8,940.00

Funding Application for Grant to Support Local Prevention Council

10. Proposed Services																		
a. Description of proposed service #1 Purchase of LifeSkills research-based substance abuse prevention curriculum for Waterbury schools – specifically our two alternative education programs at Enlightenment and State Street Schools, Reed PK-8 and Carrington PK-8. Note that MTFASA has contributed toward the purchase of the LifeSkills curriculum, instructional materials and staff training for the district schools over the past 4 years. This purchase will expand curriculum resources to cover the remaining two secondary schools in the district.																		
b. Service type (Refer to Application Instructions, Appendix A) STN12		c. Service dates September 15, 2015																
d. Alcohol or tobacco prevention <input checked="" type="checkbox"/> Alcohol <input checked="" type="checkbox"/> Tobacco		e. Number of participants by gender 300 Males 300 Females																
f. Service population <input type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff <input checked="" type="checkbox"/> Middle School Students <input checked="" type="checkbox"/> Parents/Families <input type="checkbox"/> High School Students <input type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school <input type="checkbox"/> General <input type="checkbox"/> Other: _____		g. Number of participants by age <table style="width: 100%; border: none;"> <tr> <td></td> <td style="text-align: center;">0-4</td> <td style="text-align: center;">15-17</td> <td style="text-align: center;">4</td> <td style="text-align: center;">25-44</td> </tr> <tr> <td style="text-align: center;">200</td> <td style="text-align: center;">5-11</td> <td style="text-align: center;">18-20</td> <td></td> <td style="text-align: center;">45-64</td> </tr> <tr> <td style="text-align: center;">400</td> <td style="text-align: center;">12-14</td> <td style="text-align: center;">21-24</td> <td></td> <td style="text-align: center;">65+</td> </tr> </table>			0-4	15-17	4	25-44	200	5-11	18-20		45-64	400	12-14	21-24		65+
	0-4	15-17	4	25-44														
200	5-11	18-20		45-64														
400	12-14	21-24		65+														
h. Number of participants by race 108 White 90 Black/African American Asian American Indian/Alaska Native 60 Multiracial Native Hawaiian/Pacific Islander		i. Number of participants by Hispanic origin 342 Hispanic/Latino 258 Not Hispanic/Latino																
j. Number of hours it will take to conduct service 20		k. Number of hours it will take to plan/prepare for service 4																
l. Amount of LPC funds used on this service \$2,200		m. Total cost of service \$2,200																

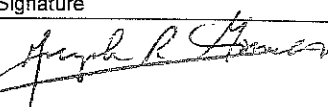
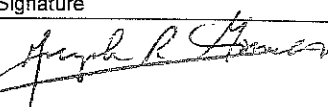
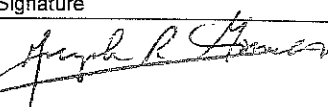
a. Description of proposed service #2 Elementary, Middle and High School Health teacher training in LifeSkills research-based substance abuse prevention curriculum to be held from 8:00-3:00 on June, 2016 – food service and copy materials for meeting.																		
b. Service type (Refer to Application Instructions, Appendix A) STC06		c. Service dates August 25, 2015																
d. Alcohol or tobacco prevention <input checked="" type="checkbox"/> Alcohol <input checked="" type="checkbox"/> Tobacco		e. Number of participants by gender 10 Males 13 Females																
f. Service population <input type="checkbox"/> Elementary School Students <input checked="" type="checkbox"/> School staff <input type="checkbox"/> Middle School Students <input type="checkbox"/> Parents/Families <input type="checkbox"/> High School Students <input type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school <input type="checkbox"/> General <input type="checkbox"/> Other: _____		g. Number of participants by age <table style="width: 100%; border: none;"> <tr> <td></td> <td style="text-align: center;">0-4</td> <td style="text-align: center;">15-17</td> <td style="text-align: center;">19</td> <td style="text-align: center;">25-44</td> </tr> <tr> <td style="text-align: center;">5-11</td> <td style="text-align: center;">18-20</td> <td style="text-align: center;">2</td> <td style="text-align: center;">45-64</td> <td></td> </tr> <tr> <td style="text-align: center;">12-14</td> <td style="text-align: center;">2</td> <td style="text-align: center;">21-24</td> <td style="text-align: center;">65+</td> <td></td> </tr> </table>			0-4	15-17	19	25-44	5-11	18-20	2	45-64		12-14	2	21-24	65+	
	0-4	15-17	19	25-44														
5-11	18-20	2	45-64															
12-14	2	21-24	65+															
h. Number of participants by race 7 White 2 Black/African American Asian American Indian/Alaska Native 2 Multiracial Native Hawaiian/Pacific Islander		i. Number of participants by Hispanic origin 1 Hispanic/Latino 8 Not Hispanic/Latino																
j. Number of hours it will take to conduct service 8		k. Number of hours it will take to plan/prepare for service 16																
l. Amount of LPC funds used on this service \$440		m. Total cost of service \$440																

Funding Application for Grant to Support Local Prevention Council

10. Proposed Services										
a. Description of proposed service #3 Facilitation and financial support for established alcohol and drug prevention programming for High School students in collaboration with the Waterbury Youth Council 'Teens Who Care Foundation' philanthropy project. The students and adults involved with the Waterbury Youth Council, the entire district-wide 5 th grade population, and the district demographics are all appropriately represented on behalf of all ethnic and racial groups, and in a majority of cases are empowered to reach decisions in programming that reflect cultural matters of concern.										
b. Service type (Refer to Application Instructions, Appendix A) STA07	c. Service dates 9/15-6/16									
d. Alcohol or tobacco prevention <input checked="" type="checkbox"/> Alcohol <input checked="" type="checkbox"/> Tobacco	e. Number of participants by gender 10 Males 12 Females									
f. Service population <input type="checkbox"/> Elementary School Students <input type="checkbox"/> School staff <input checked="" type="checkbox"/> Middle School Students <input type="checkbox"/> Parents/Families <input checked="" type="checkbox"/> High School Students <input checked="" type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school <input checked="" type="checkbox"/> General <input type="checkbox"/> Other: _____	g. Number of participants by age <table style="width: 100%; text-align: center;"> <tr> <td>0-4</td> <td>9 15-17</td> <td>25-44</td> </tr> <tr> <td>5-11</td> <td>18-20</td> <td>2 45-64</td> </tr> <tr> <td>12 12-14</td> <td>1 21-24</td> <td>65+</td> </tr> </table>	0-4	9 15-17	25-44	5-11	18-20	2 45-64	12 12-14	1 21-24	65+
0-4	9 15-17	25-44								
5-11	18-20	2 45-64								
12 12-14	1 21-24	65+								
h. Number of participants by race 3 White 3 Black/African American Asian American Indian/Alaska Native 4 Multiracial Native Hawaiian/Pacific Islander	i. Number of participants by Hispanic origin 14 Hispanic/Latino 10 Not Hispanic/Latino									
j. Number of hours it will take to conduct service 60	k. Number of hours it will take to plan/prepare for service 60									
l. Amount of LPC funds used on this service \$3,300	m. Total cost of service \$3,300									

a. Description of proposed service #4 Separate funding support for youth participation in such after-school and/or summer youth leadership development programs such as Peace Jam, International Youth Conference, etc...utilizing the Waterbury Youth Services as fiduciary.										
b. Service type (Refer to Application Instructions, Appendix A) STA07	c. Service dates 9/15-6/16									
d. Alcohol or tobacco prevention <input type="checkbox"/> Alcohol <input type="checkbox"/> Tobacco	e. Number of participants by gender <div style="text-align: center;">Males Females</div>									
f. Service population <input type="checkbox"/> Elementary School Students <input checked="" type="checkbox"/> School staff <input checked="" type="checkbox"/> Middle School Students <input checked="" type="checkbox"/> Parents/Families <input checked="" type="checkbox"/> High School Students <input type="checkbox"/> Older Adults <input type="checkbox"/> Youth/Minors not in school <input type="checkbox"/> General <input type="checkbox"/> Other: _____	g. Number of participants by age <table style="width: 100%; text-align: center;"> <tr> <td>0-4</td> <td>15-17</td> <td>25-44</td> </tr> <tr> <td>5-11</td> <td>18-20</td> <td>45-64</td> </tr> <tr> <td>12-14</td> <td>21-24</td> <td>65+</td> </tr> </table>	0-4	15-17	25-44	5-11	18-20	45-64	12-14	21-24	65+
0-4	15-17	25-44								
5-11	18-20	45-64								
12-14	21-24	65+								
h. Number of participants by race 3355 White 4625 Black/African American 450 Asian 24 American Indian/Alaska Native 450 Multiracial 1 Native Hawaiian/Pacific Islander	i. Number of participants by Hispanic origin 9620 Hispanic/Latino 8880 Not Hispanic/Latino									
j. Number of hours it will take to conduct service 48	k. Number of hours it will take to plan/prepare for service 10-12									
l. Amount of LPC funds used on this service \$3,000	m. Total cost of service \$3,000									

Funding Application for Grant to Support Local Prevention Council

11	<p>How different cultures will be addressed in all services (see Appendix D)</p> <p>The students and adults involved with the Waterbury Youth Council, the entire district-wide 5th grade population, and the district demographics are all appropriately represented on behalf of all ethnic and racial groups, and in a majority of cases are empowered to reach decisions in programming that reflect cultural matters of concern.</p>										
ITEMIZED BUDGET SCHEDULE 4b											
12	<p>Source and amount of income</p> <p>CNVRAC LPC grant award - \$8,940.00</p>	<p>Program expenses</p> <p>\$8,940.00</p>									
BUDGET NARRATIVE											
13	<p>Briefly describe proposed expenses listed on Schedule 4b</p> <p>Proposed Service # 1 - \$2,200</p> <p>Proposed Service # 2 - \$ 440</p> <p>Proposed Service # 3 - \$3,300</p> <p>Proposed Service # 4 - \$3,000</p> <p>Total - \$8,940.00</p>										
14	<p>I certify that to the best of my knowledge and belief, the information in this application is true and correct, the document has been duly authorized by the governing body of the contractor, the contractor has legal authority to apply for assistance, the contractor will comply with applicable state and/or federal regulations, and that I am a duly authorized signatory for the contractor.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name (Print Or Type)</th> <th style="width: 30%;">Title</th> <th style="width: 30%;">Signature</th> <th style="width: 10%;">Date</th> </tr> <tr> <td>Joseph R. Gorman</td> <td>Chairman-Mayor's Task Force Against Substance Abuse</td> <td></td> <td>11-17-15</td> </tr> </table>			Name (Print Or Type)	Title	Signature	Date	Joseph R. Gorman	Chairman-Mayor's Task Force Against Substance Abuse		11-17-15
Name (Print Or Type)	Title	Signature	Date								
Joseph R. Gorman	Chairman-Mayor's Task Force Against Substance Abuse		11-17-15								
AUTHORIZING SIGNATURE(S)											
15	<p>In order for this application to be considered for funding, it must be signed by the chief elected municipal official (mayor or first selectman) or the Town Manager. In cases of a multi-town application, this application must be accompanied by authorizing letters from each chief elected official (or Town Manager) of the towns involved.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Name (Print Or Type)</th> <th style="width: 25%;">Title</th> <th style="width: 30%;">Signature</th> <th style="width: 20%;">Date</th> </tr> <tr> <td>Neil M. O'Leary</td> <td>Mayor – City of Waterbury</td> <td></td> <td></td> </tr> </table>			Name (Print Or Type)	Title	Signature	Date	Neil M. O'Leary	Mayor – City of Waterbury		
Name (Print Or Type)	Title	Signature	Date								
Neil M. O'Leary	Mayor – City of Waterbury										
16	<p>If public school-based or public school-related program activities are proposed, the signature of Superintendent of Schools (or his/her designee) of local and/or regional education agency is required.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Name (Print Or Type)</th> <th style="width: 25%;">Title</th> <th style="width: 30%;">Signature</th> <th style="width: 20%;">Date</th> </tr> <tr> <td>Dr. Kathleen M. Ouellette</td> <td>Superintendent of Schools</td> <td></td> <td></td> </tr> </table>			Name (Print Or Type)	Title	Signature	Date	Dr. Kathleen M. Ouellette	Superintendent of Schools		
Name (Print Or Type)	Title	Signature	Date								
Dr. Kathleen M. Ouellette	Superintendent of Schools										

Funding Application for Grant to Support Local Prevention Council

17. Local Prevention Council Membership List

Member Name	Gender	Race	Email Address	Title	Sector Representation
Joseph R. Gorman	M	C	jgorman@waterbury.k12.ct.us	Chairman of the Mayor's Task Force Against Substance Abuse	WTBY Education Dept.
Jennifer DeWitt	F	C	cnvrac1@famintervention.com	Executive Director, CNVRAC	Other Agency Involved in Substance Abuse Prevention
Marie Martineau	F	N	mmartineau@waterbury.k12.ct.us	Clerical Support to the Chairman	Education
Alex Melendez	M	H		Waterbury Youth Council	Youth, Wtby Public Schools
Shamari Sockwell	F	B	ssockwell23@gmail.com	Waterbury Youth Council	Youth, Kennedy High School
Samantha Green	F	W	greensamantha827@gmail.com	Waterbury Youth Council	Youth, Career Academy
Joshua Colon-Ortiz	M	H	joshua.colon1@yahoo.com	Waterbury Youth Council	Young Adult, NVCC
Kyana Johnson			johnsonkyana@aol.com	Waterbury Youth Council	Youth, Kennedy High School
Stephanie Johnson			jstephanie948@yahoo.com	Waterbury Youth Council	Youth, Kennedy High School
Alexis Hill	F	B	Leyahill@gmail.com	Waterbury Youth Council	Young Adult, NVCC
Trevor Glymph	M	B	trevorglymph@gmail.com	Waterbury Youth Council	Youth, Career Academy
Brayan Villa	M	H	Brayglory2@gmail.com	Waterbury Youth Council	Youth, West Side MS
Lizmarie Villa	F	H		Waterbury Youth Council	Youth, West Side MS
Roselyn Rivera	F	H	roselyn61512@gmail.com	Waterbury Youth Council	Youth, Kennedy High School
Nicole Nunez	F	H	nnicole529@yahoo.com	Waterbury Youth Council	Youth, Wtby Public Schools
Assana Bishop	F	B		Waterbury Youth Council	Youth, Wtby Public Schools
Komorha Wilson	F	B		Waterbury Youth Council	Youth, Wtby Public Schools
Bobbi Rodriguez	F	H		Waterbury Youth Council	Youth, West Side MS
Zanaiya McMillan	F		zanaiyam00@gmail.com	Waterbury Youth Council	Youth, Wallace Middle School
Devin Layne	M	B		Waterbury Youth Council	Youth, Kennedy High School
Robert Layne	M	B		Waterbury Youth Council	Youth, Kennedy High School
Justice Walton	M	B		Waterbury Youth Council	Young Adult, Gateway College
Jim Mele	M	W	CNVRAC2@famintervention.com	Prevention Coordinator, CNVRAC	Adult

Contract / Amendment Information Sheet
[To be completed by the City Department]]

Section 1 - General Information

1. Target Date for Submission to the Board of Aldermen <u>December 1, 2015</u>	
2. Contractor's/ Funding Agency's Full Legal Name: <u>Central Naugatuck Valley Regional Action Council</u>	
3. City Department and Department Employee Assigned To This Contract (Include Phone Number; i.e., -574-xxxx): <u>Health and Physical Education Department – Joseph R. Gorman, Supervisor, 203-574-8051</u>	
4. Brief Description of Contract or Amendment: <u>Mayor's Task Force Against Substance Abuse Grant</u>	
5. Length of Time of Contract/Amendment <u>12 months</u>	
6. Total Contract Amount: <u>\$8,940.00</u>	Amount/year if applicable: <u>July 1, 2015 to June 30, 2016</u>
7. Total Amendment Amount: <u>\$8,940.00</u>	

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

1. Is the purpose of this agreement solely to receive a State or Federal grant or loan? <u>Yes</u> No (Circle One) If Yes, sign and return form to Corporation Counsel with the supporting documents listed in the box below. If No, skip the rest of this box and go to Section 3.	
2. Name of Grant: <u>Mayor's Task Force Against Substance Abuse Grant</u>	
3. Length of Time: <u>12 months – July 1, 2015 to June 30, 2016</u>	
4. Is a local match required? Yes <u>No</u> (Circle One) If Yes, please attach a copy of the documents listed below.	
<u>Documents:</u> Copy of Grant/Loan agreement Board of Alderman Approval (if matching funds required) Appropriate "other" Board approvals	

Section 3 - Procurement Process Information

1. Through which of the following processes was this contract initiated? (Circle your answer). (Attach supporting documentation listed on page 2): A. ITB B. RFP C. RFQ D. Other, Explain (i.e. sole source/ intergovernmental relations, etc.) <u>E</u> E. Procurement as dictated by State or Federal government. Explain. <u>Annual flow-through state entitlement grant from Department of Mental Health and Addiction Services via the Central Naugatuck Valley Regional Action Council</u>	
2. If this agreement was not subject to the procurement process, please choose the reason from the following (Circle your answer). A. Public emergency B. Existence of extraordinary condition or contingency C. Professional services exempt from normal procurement under § 38.029 D. Other _____	
3. Attach corresponding letter from purchasing department relative to questions 1 and 2.	
4. If this agreement is an amendment to an existing contract, please provide cost of the amendment in Section 1 above and attach the appropriate letter from purchasing signifying compliance with § 38.073 of the procurement ordinance.	

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

Fund Specifics:

Name: Mayor's Task Force Against Substance Abuse Grant

Account Category: _____

Submitted by: _____

Joseph R. Gorman
Project Director / Chairman
Mayor's Task Force Against Substance Abuse

Date: November 10, 2015

PROCUREMENT ORDINANCE SUPPORTING DOCUMENTS

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

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

#5

PROFESSIONAL SERVICES AGREEMENT
for
Literacy Initiative and Support for Reading Department
between
The City of Waterbury, Connecticut
and
Literacy How, Incorporated

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 Literacy How, Incorporated, located at 100 Broadway, 2nd Floor, North Haven, Connecticut, 06473, a State of Connecticut duly registered domestic corporation (the "Consultant").

WHEREAS, the City has applied for a Priority Schools Grant for grant year 2015-2016 with the United States Department of Education Grant number 151-00011000-17043-2016-82052-170002; and

WHEREAS, the City was awarded said grant for the period of 07/01/2015 through 06/30/2016; and

WHEREAS, the City is seeking a consultant that is trained and specializes in the evaluation of its Literacy Program and training of its teachers in techniques to provide better learning for City Public School Children; and

WHEREAS, Literacy How, Inc., ("Consultant") has represented that it is uniquely trained and specializes in evaluation and training for Literacy Programs;

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, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. 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 an evaluation by the Literacy Specialist and a Needs Assessment of the Literacy Programs at two Waterbury Public Schools, Carrington

Elementary School and Driggs Elementary School. The Literacy Specialist shall also provide training and mentoring of school literacy/reading personnel as needed, and provide services as more specifically set forth in **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1.) Scope of Services for Waterbury Public Schools Literacy How, Incorporated consisting of 3 pages.

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:

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 Criminal background Check. 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 records check of each individual. 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 the Board of Education shall rely upon these representations

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

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, upon request, but at least monthly, 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 President of Literacy How, Incorporated.

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.

or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

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

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

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

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

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

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or

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 services required under this agreement on September 2, 2015 and all services required under this agreement shall be completed by June 30, 2016 ("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 SIXTY-NINE THOUSAND DOLLARS (\$69,000) for the term of this agreement. Payment for services under this agreement shall be made on the following schedule:

- i. Thirty Thousand Dollars (\$30,000) due December 1, 2015
- ii. Thirty Thousand Dollars (\$9,000) due on May 1, 2016.

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 determined 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 shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City 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.

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: Not required.

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: Not required.

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: Not required.

\$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 Sexual Abuse/Molestation Liability Insurance: \$1,000,000 per occurrence, \$1,000,000 aggregate.

Liability Insurance that will respond to allegations of abuse or molestation including such allegations that may be sexual in nature against the Consultant and/or the Consultant's employee(s) while working for the vendor as part of this contract.

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 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and

opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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. Confidentiality/FERPA.

14.1 The Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records.

14.2 Any and all materials contained in a City of Waterbury student 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 shall be used solely for the purposes of providing services under this agreement.

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

15. 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.

16. 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:

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

16.2. 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.

17. 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.

17.1. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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).

24. 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.

25. 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.

26. Contract Change Orders.

26.1. 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:

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

26.1.2 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

26.1.3 the Final Completion Date has not been changed.

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

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

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

26.3. 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.

27. 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) Scope of Services for Waterbury Public Schools Literacy How, Incorporated.

27.1. 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.

27.2. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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: Literacy How, Incorporated
100 Broadway, 2nd Floor
North Haven, CT 06473

City: City of Waterbury
c/o Chief Operating Officer and Chief of Staff
236 Grand Street
Waterbury, CT 06702

33. 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:

34.1. 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.

34.2. 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.

34.3. 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.

34.4. 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.

34.5. 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.

34.6. 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.

34.7. 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.

34.8. 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.

34.9. 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.

34.10. 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"]].

34.11. 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.

34.12. 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.

34.13. 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.

34.14. 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.

34.15. 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

Professional Services Agreement (PSA) between the City of Waterbury, Connecticut and Literacy How, Incorporated

Date: _____

WITNESSES:

LITERACY HOW, INCORPORATED

By: _____
Margie Gillis, President

Date: _____

ATTACHMENT A

- i. Scope of Services for Waterbury Public Schools Literacy How, Incorporated (3 pages)

SCOPE OF SERVICES
Waterbury Public Schools
Literacy How, Inc.
2015-2016

Literacy How, Inc. will provide Waterbury with Literacy Specialists (hereafter referred to as *Literacy How Mentors*) for two of our designated schools (Driggs School and Carrington School). Throughout the 2015- 2016 school year the Mentors will provide school-based, job-embedded professional development for teachers, teacher mentoring in their classrooms, administrative support and consultation, training an in-school teacher specialist, and bi-monthly mentor/teacher specialists meetings.

Literacy How Mentors are uniquely well prepared to provide professional development. They have in-depth experience conducting in-service professional development having participated in federally funded projects at Haskins (*Early Reading Success* and/or *Mastering Reading Instruction*). Since 2000, they have served more than 100 schools in Connecticut and Rhode Island, working with hundreds of teachers and thousands of students. Each has extensive knowledge of all areas of reading instruction, of how to work effectively with teachers, of the research basis for recommended techniques, and of how this knowledge provides the framework and teaching skills required to implement Response to Intervention (RTI).

They have expertise in:

- Using assessment to guide instruction.
- Identifying appropriate curricular goals.
- Using research-based practices to provide systematic, explicit instruction: the core of the RTI approach.
- Differentiating instruction to meet the needs of all students.
- Pacing instruction to ensure mastery of essential skills.
- Establishing sufficient time for quality instruction.
- Adopting a comprehensive approach to reading instruction.

Their approach to professional development encompasses:

- Helping teachers gain knowledge of necessary language concepts.
- Providing teachers with effective methods and with an understanding of when to use which methods with which students and for how long.
- Giving teachers adequate opportunities to observe and practice the use of effective methods of assessment and instruction.
- Supporting and coaching teachers as they implement what they are learning with their own students.
- Aiming for mastery by teachers -not mere exposure-by setting realistic standards for what teacher need to know and be able to do for successful reading instruction.

Literacy How, Inc. services to Driggs School and Carrington School will include:

School Needs Assessment

A Literacy Specialist (*hereafter called the Mentor*) from *Literacy How, Inc.* (*hereafter called "Literacy How"*) will meet with school personnel at the beginning of the 2015-16 school year to review the strengths and needs of the school's literacy program, including curricular goals, assessment instruments, instructional materials, remedial programs, coordination of services and professional development needs. A plan will be developed for the school year with the goal to target improvements in the literacy program centering on professional development for a cohort of teachers. The plan will include the following components:

- Determination of the core components to be covered in the professional development.
- Evaluation of current assessment measures, core reading programs, and supplemental instructional materials in order to make specific recommendations for other materials to be ordered.
- Recommendations for professional resources for teachers.
- Determination of which grade levels will be included.
- Implementation of the Scientific Research-based Interventions, including intervention for the at risk reader.
- Specification of PD logistics, such as times, location and teacher-support (e.g., substitute teachers) for school-based monthly workshops.

Following the school needs assessment an agreement will be reached between Waterbury Public Schools and the Literacy How Project Director to determine details of grades to be covered and numbers of teachers to be included.

School-Based Professional Development for Teachers

Depending on the particular needs identified in the evaluation and resulting school plan, professional development (PD) will be provided for a group of teachers, with the potential for including other personnel serving students' literacy acquisition (reading specialists, special educators, speech-language pathologists, etc.). The PD will address the knowledge and skills necessary to provide optimal reading instruction for beginning and struggling readers.

In the fall of 2015, administrators and teachers will be given a thorough scope and sequence of the components of reading for each targeted grade, outlining specific curricular goals. This document will provide the basis for a series of nine workshops to be delivered over the course of the academic year, one per month, by the Mentor. These workshops will cover the designated components of comprehensive reading instruction in a sequence designed to match classroom instruction being modeled by the *Literacy How* Mentor (see below). The workshops also will give teachers opportunities to deepen their understanding of the underlying theory and research. The *Literacy How* Mentor will help teachers link new concepts with their current instructional practices (i.e., core reading programs and other district curricula). To

make the PD as useful as possible, teachers will be encouraged to bring student work samples and assessment results to help identify instructional needs.

Teacher Mentoring in Classrooms

The Mentors will provide on-site mentoring for a school-identified group of teachers, (i.e., one day a week for thirty two weeks at Driggs and one day a week, every other week for thirty two weeks at Carrington School). Each mentor can service 3-5 teachers per day. She will model lessons and coach the teachers in evidence-based methods for teaching reading. Her lessons will be coordinated with the workshops offered throughout the year and tailored to meet individual teacher needs. The Mentors will assist teachers in reflecting on and modifying their instructional practices. She will encourage teachers to practice these methods a sufficient number of times to achieve mastery.

Training an In-School 'Teacher Specialist'

In consultation with the Mentor, the principal will be encouraged to appoint a professional from the school as an internal facilitator in-training to partner with the Mentor while she is on-site. This "Teacher Specialist" will receive guidance in the scope, sequence and methods of professional development for teachers while observing and working with the Mentor. In addition, this person will help facilitate the professional development model in the building and will coordinate the workshops that will take place at the school. Unlike other training programs, Teacher Specialists will not be taught one specific curriculum. Rather, the goal will be for them to become familiar with research findings and a range of literacy tools in order to be able to interpret research and select methods specific to the needs of individual teachers and classrooms. Developing the expertise of a school-based Teacher Specialist is a way to ensure sustainability and wider implementation within the school and district.

Bi-Monthly Mentor/Teacher Specialist Meetings

Teacher Specialists and their Mentors will attend bi-monthly sessions to discuss pertinent instructional topics, as well as strategies for coaching teachers. Each meeting will have a focus that will coincide with the school-based professional development and will give the Teacher Specialists and their Mentors additional opportunities to work together in planning for their workshops. In addition, these gatherings will allow Teacher Specialists and Mentors to jointly problem solve PD challenges with those in other schools.

Literacy How, Inc. will also provide Waterbury Public Schools Reading staff with professional development so the best strategies/practices identified by scientifically based reading research will be able to be implemented in all schools throughout the district.

Literacy How, Inc. services for the Waterbury Public Schools Reading staff will include:

- *Professional Development sessions as determined by Waterbury Public Schools, K-5 ELA Supervisor.*



#6

State of Connecticut
Department of Rehabilitation Services
Interpreting Unit

CONNECTICUT ELEMENTARY AND HIGH SCHOOL
AGREEMENT FOR SIGN LANGUAGE INTERPRETING SERVICES

TERMS AND CONDITIONS

1. **Parties.** Pursuant to Conn. Gen. Stat. § 46a-33b, this agreement is entered into by and between the State of Connecticut, Department of Rehabilitation Services (hereinafter "Department") and Waterbury Public Schools (hereinafter "Customer").
2. **Term.** The term of this agreement shall be for the period commencing on 7/1/2015 and ending on 9/30/2016. This term may be extended by amending the agreement according to Paragraph 3 of this agreement.
3. **Amendment.** This agreement may only be amended by formal written amendment to this agreement, signed by both parties and approved by the Office of the Attorney General where applicable.
4. **Services.** The Department, through its staff, offers sign language interpreting services for deaf and hard of hearing individuals. Staff interpreters are certified by either the National Association of the Deaf (NAD), or the National Registry of Interpreters for the Deaf (RID) and they are registered with the Department, as required by law.
5. **Fee.**
 - (g) **Hourly rate.** Customer agrees to pay \$55 per hour, per interpreter, for interpreting services.
 - (h) **Travel time.** Customer agrees to pay for the interpreter's travel time to and from the requested location at the rate of \$55 per hour, per interpreter.
 - (i) **Minimum fee.** Each request for services shall be billed a minimum of two hours (inclusive of travel time) per interpreter.
6. **Request for Services.**
 - (k) **Deadline for Requests.** Customer should request services at least ten (10) business days in advance from the Department's Interpreting Unit.
 - (l) **Additional Advance Notice.** Requests for services for conferences, workshops, training, require fifteen (15) business days advance notice.
 - (m) **College or ongoing mainstream classes.** Request for services for college classes or ongoing mainstream classes should be made at least thirty (30) days in advance.
 - (n) **Components of Request.** Request for services may be made by phone (860-231-1960, ext #5); fax (860-231-8746); or by e-mail to DORS.Interpreting@ct.gov. Each request must contain the following information:
 - Name of requesting entity and individual making the request
 - Address, phone number and e-mail of the requesting entity
 - Name of the deaf or hard of hearing person(s)
 - Date of services needed
 - Start and end times of requested services

- Length of time that services will be needed
 - Purpose of interpreting services
 - Address and telephone number of location where services will be needed
 - Name, phone number, and e-mail address for assignment on-site contact person
- (o) Additional Information. The Department's Interpreting Unit shall request any additional information that it determines is pertinent to the request for services.

7. Cancellation of Services.

- (i) Cancellation. Customer must make cancellations of any requested services directly to the Department's Interpreting Unit. Cancellation requests may be made during regular business hours, 8:30 a.m. – 5:00 p.m., Monday through Friday.
- (j) Method of Cancellation. Cancellation requests may be made by phone (860-231-1960, ext #5); fax (860-231-8746); or by e-mail to DORS.Interpreting@ct.gov.
- (k) Cancellations (Unbillable). In order to avoid being billed, all cancellations must be made 48 hours in advance of the requested services.
- (l) Charges for Untimely Cancellation (Billable). If services are not cancelled within 48 business hours in advance of the requested services, Customer shall be charged for the length of time that services were requested. If services are cancelled after the interpreter has arrived or is en route to the location, then Customer shall be charged the length of time that services were requested, plus the interpreter's travel time to and from the location. A minimum of two hours will be charged for an untimely cancellation.

8. Processing Requests for Service; No Guarantee; Confirmation of Service Scheduling; Unforeseen Circumstances.

- (k) The Department shall process all requests in the order in which they are received.
- (l) There is no guarantee that services will be provided for every request that the Department receives.
- (m) The Department will make reasonable efforts to confirm via phone or e-mail that the requested services will be provided. However, the Department encourages Customers, short notice or otherwise, to follow up with the Interpreting Unit to check the status of their requests if they have not yet received a phone or e-mail confirmation.
- (n) In the event of unforeseen circumstances of unsafe travel, inclement weather, assignment site conditions or interpreter illness, interpreter services may not be provided. Customer shall not be charged for services that could not be provided due to unforeseen circumstances.
- (o) Requests made less than ten (10) business days from the requested service date(s) are considered to be "short notice" requests. The Department will make reasonable efforts to secure services though there is no guarantee.

9. Number of Interpreters Assigned. The Department shall determine the number of interpreters that are to be assigned to each request for services. When more than one interpreter is assigned, they are to work as a team.

10. Emergency services.

- (g) Emergency defined. Emergency requests for services are assigned a high priority status for purposes of scheduling. An "emergency" is defined as "urgent and essential to health, safety, and welfare of the citizens of the State of Connecticut." The Department's Interpreting Unit shall determine whether a request constitutes an emergency.
- (h) Requesting Emergency Services.
 - i. Regular Business Hours. To request emergency services, Monday through Friday 8:30 a.m. to 5:00 p.m., please phone the Interpreting Unit at 860-231-1960, ext #5.
 - ii. After Hours, Weekends, and Holidays. To request emergency services after hours (5:00 p.m. to 8:30 a.m.), on weekends, and on holidays, please phone the Department's Answering Service at 860-231-7623 (voice). This number is not to be called for any other purpose.

- (i) Rate. Emergency services shall be provided at the same rate as basic services in Paragraph 4 above.

11. Payment.

- (g) The Department shall prepare an invoice detailing services rendered and submit such invoice to the Customer after services have been rendered.
- (h) Customer shall review the invoice and make payment within 30 days of receipt.
- (i) Non-payment may result in denial of interpreting services.

12. Liability. Each party shall be solely liable for any claims, actions, demands or damages arising out of their acts or omissions or their employees in the performance of this Agreement.

13. Claims. The Customer agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Customer further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

14. Termination for Convenience.

- (e) The Department may terminate performance of work under this Agreement in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.
- (f) This Agreement shall remain in full force and effect for the entire term of the Agreement as stated in Paragraph 2 above unless terminated by the Department, by giving the Customer written notice of such intention. The required number of days written notice is 15 days. In the event that the Department elects to terminate this Agreement pursuant to this provision, the Department shall notify the Customer by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

15. Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

(a) If the Department is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Department must comply with all terms and conditions of this Section of the Agreement. If the Department is not a Business Associate under HIPAA, this Section of the Agreement does not apply to the Department for this Agreement.

(b) The Department is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under this Agreement in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The Customer named on page 1 of this Agreement is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Department, on behalf of the Customer, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

(e) The Department is a "business associate" of the Customer, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Department and the Customer agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

i. "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).

- ii. "Business Associate" shall mean the Department.
 - iii. "Covered Entity" shall mean the Customer named on page 1 of this Agreement.
 - iv. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - v. "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - vi. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - vii. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - viii. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - ix. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - x. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - xi. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - xii. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - xiii. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - xiv. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - xv. "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH Act. (42 U.S.C. § 17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- i. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Agreement or as Required by Law.
 - ii. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Agreement.
 - iii. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - iv. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Agreement.
 - v. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.5029e)(ii)(C) or any security incident of which it becomes aware in accordance with 45 C.F.R. § 164.5029e)(ii)(C).
 - vi. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such PHI.
 - vii. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524.
 - viii. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
 - ix. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to the Secretary in a time and manner agreed designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

x. Business Associate agrees to document and make available the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

xi. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(x) of this Section of the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's written direction to make available the information required for the Covered Entity to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

xii. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

xiii. In the event that an individual requests that the Business Associate

(A) restrict disclosures of PHI that Business Associate maintains for or on behalf of the Covered Entity; or

(B) provide an accounting of disclosures of the individual's PHI that Business Associate maintains for or on behalf of the Covered Entity; or

(C) provide a copy of the individual's PHI in an electronic health record that Business Associate maintains for or on behalf of the Covered Entity, the Business Associate agrees to notify the Covered Entity, in writing, within seven business days of the request.

xv. Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual as prohibited by 42 U.S.C. § 17935(d) and in any regulations related thereto.

xvi. Obligations in the Event of a Breach.

(A) The Business Associate agrees that, following the discovery of a breach of unsecured PHI, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b)) and applicable provisions of this Section of the Agreement.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 60 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). The notification shall include to the extent possible and subsequently as information becomes available the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information include to the extent possible and subsequently as information becomes available:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

3. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

4. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

(i) Permitted Uses and Disclosure by Business Associate.

i. General Use and Disclosure Provisions Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on

behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

ii. Specific Use and Disclosure Provisions.

(A) Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use or disclose PHI for the proper management and administration of Business Associate as provided in 45 C.F.R. § 164.504(e)(4) or as Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use or disclose PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

i. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

ii. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

iii. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall not make any disclosure of PHI to Business Associate if such disclosure would violate HIPAA, HITECH or any applicable federal or state law or regulation and will not request Business Associate to use or make any disclosure of PHI in any manner that would not be permissible under Covered Entity's privacy policies, HIPAA, HITECH or any applicable federal or state law or regulation if such use or disclosure were done by Covered Entity.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Covered Entity's privacy policies, HIPAA, HITECH or any applicable federal or state law or regulation if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Agreement. Further, Covered Entity shall limit any disclosure of PHI to Business Associate to the minimum necessary to accomplish the intended purpose of such disclosure, provided, however, that the requirements set forth above shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)).

(l) Term and Termination.

i. Term. The Term of this Section of the Agreement shall be effective as of the date the Agreement is effective and shall terminate when the information collected in accordance with provision (h)(x) of this Section of the Agreement is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

ii. Termination for Cause Upon Covered Entity's knowledge of a material breach of this Section of the Contract by Business Associate, Covered Entity shall provide written notice of the breach that specifies the nature of such breach and either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within thirty (30) days after receipt of such written notice ; or

(B) Immediately terminate the Agreement if Business Associate has breached a material term of this Section of the Agreement and cure is not possible; or

(C) If termination is not feasible, Covered Entity shall report the violation to the Secretary.

iii. Effect of Termination.

(A) Except as provided in (I)(ii) of this Section of the Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(x) of this Section of the Contract to the Covered Entity within thirty (30) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Sections.

i. Regulatory References. A reference in this Section of the Agreement to a section in the Privacy Rule means the section as in effect or as amended.

ii. Amendment. The Parties agree to take such action as is necessary to amend this Section of the Agreement from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule, HIPPA and HITECH.

iii. Survival. The respective rights and obligations of Business Associate and Covered Entity shall survive the termination of this Agreement.

iv. Effect on Agreement. Except as specifically required to implement the purposes of this Section of the Agreement, all other terms of the Agreement shall remain in force and effect.

v. Construction. This Section of the Agreement shall be construed as broadly as necessary to implement and comply with HIPAA and HITECH. Any ambiguity in this Section of the Agreement shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

vi. Disclaimer. Nothing contained in this Agreement is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of any provision of the Agreement.

16. Family Educational Rights and Privacy Act. The Department acknowledges that it may be given access to education records in the course of performing its obligations pursuant to this Agreement. The Department acknowledges that such information is subject to the Family Educational Rights and Privacy Act (FERPA) and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose except where required by law. The Department further agrees that it will not disclose such information to any third party without the prior written consent of the student to whom such information relates except where authorized by law.

17. Contracting Affidavits and Certification Forms. Where applicable, the Customer and the Department agree to execute and submit affidavits and certifications required by State and Federal law.

APPROVALS AND ACCEPTANCES:

CUSTOMER: Waterbury Board of Education, Waterbury Public Schools

BY _____ DATE: _____

Name of signatory _____

Title of signatory _____

**State of Connecticut
DEPARTMENT OF REHABILITATION SERVICES**

The Department herein (circle one) IS or IS NOT a Business Associate under HIPAA.

BY _____ DATE: _____

Name of signatory _____

Title of signatory _____

OFFICE OF THE ATTORNEY GENERAL

This contract template having been reviewed and approved as to form by the Office of the Attorney General is exempt from review pursuant to a Memorandum of Agreement between the Office of the Attorney General and the Connecticut Department of Rehabilitation Services/Interpreting Unit.



State of Connecticut
Department of Rehabilitation Services
Interpreting Unit

SERVICE REQUEST

Title of requesting entity: _____
(Business, Company, Agency, Practice name)

Name of individual submitting this request: _____

Phone number of individual submitting this request: _____
(Confirmations are only provided by email)

E-mail address to send confirmation to: _____

Name of Deaf or Hard of Hearing Participant(s): _____

Situation: *(i.e., investigation, trial, interview, surgery, routine appointment, meeting)*

Logistical Information:

Date(s) _____ Start Time _____ am/pm End Time _____ am/pm

Assignment Location: _____ Bldg/Suite: _____

Address: _____ Floor and Room# _____

City/State/Zip: _____

On-site Contact: _____ Active Phone Number: _____

Specific Assignment Information: *Please only fill in below section if applicable*

JUDICIAL: GA# _____ Docket #: _____

Charges: _____

DCF: Link # _____ Child ID# _____ Child Name _____

DOL: Cost Center # _____

Medical: Department _____ Doctor Name: _____

Nature of medical appointment: _____

Other additional information (i.e., parking, specific directions): _____

Specific interpreter preferred (i.e., gender, CDI, legal): _____

Please complete and return by e-mail, mail or fax.

Phone: 860-231-1690 Fax: 860-231-8746 E-mail: DORS.Interpreting@ct.gov

Mailing address: P.O. Box 330730, West Hartford, CT 06133-0730

For Office Use Only:

Received:

Assignment #:



State of Connecticut
Department of Rehabilitation Services
Interpreting Unit

BILLING AUTHORIZATION

Customer Account Information (please print):

Name of Entity: Business/Company/Agency _____

Authorized Representative: Signature _____ Date _____

Authorized Representative: Name/Title (printed) _____

Authorized Representative: Direct phone number _____

Authorized Representative: E-mail Address _____

Billing Information (please print):

Name _____

Dept. / Division _____

Address _____

City/State/Zip _____

Attn. (incl. Title) _____

Active Phone Number _____

Fax number _____

E-mail Address _____

Please indicate if you prefer to receive bills: _____ via e-mail, or _____ by mail

Please complete and return authorization form by e-mail, mail or fax.

Phone: 860-231-1690 Fax: 860-231-8746 E-mail: DORS.Interpreting@ct.gov

Mailing address: P.O. Box 330730, West Hartford, CT 06133-0730

PAYMENTS should be submitted to:

Dept. of Rehabilitation Services, Fiscal Services Unit, 55 Farmington Ave., 12th Floor, Hartford, CT 06105

CORE CUST #:

#7

**AGREEMENT
SPECIAL EDUCATION SERVICES DEPARTMENT – BOARD OF EDUCATION
BETWEEN
CITY OF WATERBURY
and
AVON VALLEY SHOW STABLES, LLC
for a
STUDENT PREVOCATIONAL PROGRAM**

THIS AGREEMENT, effective on the date signed by the Mayor (the “effective date”) is by and between the City of Waterbury, the Board of Education, acting herein by Mayor Neil M. O’Leary, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, hereinafter referred to as the “City” or the “Board” and Avon Valley Show Stables, LLC, a Connecticut Limited Liability Company doing business at 595 Waterville Road, Avon, CT 06001, hereinafter referred to as the “Contractor”.

WHEREAS, the City desires to obtain a Student Prevocational Program which includes a component of equine care; and

WHEREAS, the Contractor is willing to provide a prevocational program which shall include a component of equine care to select group of students per each student’s pre-vocational needs;

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

1.1 The Contractor shall provide equine related services such as stable management, horse care, barn safety, equine habitat, nutrition, horse handling, and equine services to the City and its students , for the period of time and hours ,as more specifically identified in the Scope of Services set forth herein as **Schedule “A”**, attached hereto and made a part of this Agreement as if fully set forth herein.

2. Payment

2.1 The City shall pay to the Contractor the amount up to Twenty-Five Thousand Dollars (\$25,000.00) for services properly rendered and accepted by the City, upon the terms and conditions set forth in this Agreement. The City shall pay a rate of One Hundred Dollars (\$100.00) per hour, per child for services provided as set forth in Schedule A. The Contractor shall provide monthly invoices, detailing hours worked and date of services and a detailed explanation of what services were provided by the Contractor or its employees. The Contractor shall be paid in accordance with the City of Waterbury’s policy and procedures.

3. **Term**

3.1 The term of this Agreement shall be from December 1, 2015 to June 30, 2016 or any part thereof.

4. **Representation Regarding Qualification**

4.1 The Contractor hereby represents that it and all its employees have been duly licensed, where applicable, to provide equine services to children with or without disabilities, as defined by the Connecticut General Statutes and its regulations, and are licensed, if applicable, to perform said services.

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

4.3 The Contractor represents that its employees are licensed, as applicable, to perform the scope of work set forth in this Agreement. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon signing this Agreement, the Contractor shall provide the City with copies of the Contractor's license, certification and resumes, as applicable. If the Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

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

4.3.2 **Representations regarding Criminal Violations.** The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of the Contractor's employees has submitted to a state and national criminal history records check. The Contractor further warrants and represents

that it has conducted a records check of each individual. The Contractor 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.

5. Confidentiality

5.1 The Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education 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.

5.2 Any and all materials contained in each child's files as entrusted to the Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered but the Contractor shall be used solely for the purposes of providing services under this agreement.

6. Debarment

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

7. Indemnification

7.1 The Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, suits, damages, losses, judgments, costs or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any willful or negligent act or omission of the Contractor, 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.

7.2 The Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. The Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board's, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of the Contractor or

any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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

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

8. Contractor's Liability Insurance

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

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

8.1.2 **Student Special Accident Liability Insurance** coverage with limits of \$1,000,000, with a \$25,000 deductible;

8.1.3 **Worker's Compensation** Statutory limits within the State of Connecticut. Employer Liability (EL):
\$500,000 EL Each Accident
\$500,000 EL Disease Each Employee
\$500,000 EL Disease Policy Limit

8.1.4 **Excess/Umbrella Liability Insurance:** coverage with limits of \$1,000,000 each Occurrence, /\$1,000,000 Aggregate

8.1.5 Certificates of Insurance

8.1.5.1 The Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance and an Additional Insured Endorsement evidencing the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance and Additional Insured Endorsement must read must read: "The City of Waterbury is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All Policies shall include a Waiver of Subrogation and be written on an Occurrence basis."**

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

City of Waterbury
Attn: Education Dept-Paul Guidone, 1st Floor
236 Grand Street
Waterbury, CT 06702

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

8.1.6 Failure to Maintain Insurance

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

8.1.7 Cancellation.

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

9. Discriminatory Practices

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

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

9.2.1 Equal Opportunity.

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

10. Termination

10.1 Termination of Agreement for Cause

10.1.1 If, through any cause, in part or in full, not the fault of the Contractor, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

10.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the

Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

10.2. Termination for Convenience of the City

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

10.3. Termination for Lack of Funding- Non-Appropriation.

10.3.1 The Contractor acknowledges that the City is a municipal corporation and

10.3.1 The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through general fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay the Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

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

10.3.2.1 **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last

period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

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

11. Subcontracting.

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

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

12. Assignability.

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

13. Audit.

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

14. Interest of City Officials.

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

15. Prohibition Against Gratuities and Kickbacks

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

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

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

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

16. Prohibition Against Contingency Fees

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

17. City of Waterbury's Ethics Code Ordinance

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

18. Entire Agreement.

18.1 This Agreement shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous

agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and agreed to by the City and the Contractor.

19. Independent Contractor Relationship.

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

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

19.3 As the Contractor and its employees are not employees of the City, the Contractor is responsible for paying all required state and federal taxes. In particular:

19.3.1 The City will not withhold FICA (Social Security) from the Contractor's payment.

19.3.2 The City will not make state or federal unemployment insurance contributions on behalf of the Contractor or its employees or agents.

19.3.3 The City will not withhold state or federal income tax from payment to the Contractor or its employees or agents.

19.3.4 The City will not make disability insurance contributions on behalf of the Contractor or its employees or agents.

19.3.5 The City will not obtain workers' compensation insurance on behalf of the Contractor or its employees or agents.

20. Severability.

20.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or

amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

21. Survival.

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

22. Disputes; Legal Proceedings and Continued Performance.

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

23. Binding Agreement.

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

24. Waiver.

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

25. Governing Laws.

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

[Signature page follows.]

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

WITNESSES:

**CITY OF WATERBURY
STATE OF CONNECTICUT**

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

Print name

Date: _____

**CONTRACTOR:
AVON SHOW STABLES, LLC**

by: _____

Print name

Print Name and Title

Date: _____

SCHDULE "A"
Scope of Services

City of Waterbury
And
Avon Valley Show Stables, LLC
(Consisting of 4 pages)

I. CONTRACTOR SERVICES:

Avon Valley Show Stables

Pre-Vocational/Horseback Riding Program

1.1 Avon Valley Show Stables is a premium care, full service equestrian facility. It is located on 30 acres of beautiful grassy fields overlooking the Farmington River. Avon Valley Show Stables aims to provide a warm and professional atmosphere for both horse and rider. The facility is dedicated to excellence in equine education by providing a quality facility with first-rate staff.

1.2 Avon Valley Show Stables has agreed to partner with the Waterbury Public Schools to provide middle and high school students with disabilities covered under IDEA with a unique learning opportunity. The students that attend this program will be taught skills such as stable management, basic horse care, nutrition, equine health care and anatomy. Students will also have the opportunity to participate in weekly riding lessons. While utilizing the therapeutic component of equine care and riding, the students will be provided the opportunity to build character, confidence, acquire self-discipline and increase self-esteem.

1.3 The students will attend the program one day per week for three hours to enjoy a healthy and positive alternative learning experience as part of their school day. Students will be supervised at all times by school personnel and the staff from AVSS. Any documentation and consent forms required by the stables will be obtained by Waterbury Public Schools from the students and parents/guardians. The staff and students will be transported by school bus to and from the stables.



2. Learning Tasks

2.1 Equine and Barn Safety

- 2.1.1 Barn tour/rules/equine terminology
- 2.1.2 Safety on ground around horses
- 2.1.3 Prey vs predatory instinct
- 2.1.4 Herd instinct/companionship
- 2.1.5 Way horses communicate
- 2.1.6 Body Language

2.2 Stable Management

- 2.2.1 Students will learn the process and importance of maintaining the cleanliness and safety of barn areas including stalls and paddocks, feeding, as well as tack and saddlery.

2.3 Horse Care

- 2.3.1 Students learn to lead, groom and gain knowledge of horse colors and breeds, horse anatomy, confirmation, and basic hoof care.

2.4 Equine Habitat

- 2.4.1 Importance of maintaining: paddocks, fences, stabling, run-in shelter
- 2.4.2. Importance of clean stalls and paddock areas

2.5. Equine Nutrition

2.5.1 Feeding

2.5.2 Types

2.5.3 Schedules

2.5.4 Water

2.5.5 Treats

2.5.6 Supplements

2.5.7 Pasture

3. Learning Tasks

3.1 Equine Health Care

3.1.1 Vaccinations

3.1.2 Deworming

3.1.3 Dental care

3.1.4 Shoeing

3.1.5 Supplemental (massage and acupuncture)

3.1.6 Digestive problems

3.1.7 Colic

3.2 Horse Grooming and Handling

3.2.1 Grooming tools

3.2.2 How to groom a horse

3.2.3 Learn parts of hoof and foot

3.2.4 Learn type of halter (how to put on/off, adjusting) lead ropes (how to lead, safety)

3.3 Equine Anatomy

3.3.1 Parts of a horse (tail, barrel, knee, fetlock, neck, shoulder, etc...)

3.3.2 Colors, breeds, disciplines, gaits

3.3.3 Sleeping habits and patterns

3.4 Tack and Equipment

3.4.1 Parts of saddle/bridle

- 3.4.2 How to clean equipment
- 3.4.3 Riding apparel
- 3.4.4 How to tack/untack a horse

4. Activities

4.1 Students will have the opportunity to participate in the following hands-on experiences.

- 4.1.1 Halter a horse
- 4.1.2 Lead horse out of stall
- 4.1.3 Put horse on cross ties
- 4.1.4 Groom horse
- 4.1.5 Saddle horse
- 4.1.6 Point to various parts of horse and hoof/observe farrier
- 4.1.7 Pick stalls
- 4.1.8 Re-bed stalls
- 4.1.9 Clean water buckets
- 4.1.10 Put up/move/paint jumps
- 4.1.11 Water arena
- 4.1.12 Walk fence line and check for obstructions (nails, sharp objects, broken wood)
- 4.1.13 Sweep isle
- 4.1.14 Clean tack
- 4.1.15 Hay horses
- 4.1.16 Learn how to mount and dismount a horse
- 4.1.17 Identify parts of saddle and bridle
- 4.1.18 Learn how to ride a horse at the walk, trot and canter (at discretion of riding instructor)

Discipline/Student Conduct Policy, continuedARTICLE 1
EXCLUSION FROM SCHOOL FOR DISCIPLINARY PURPOSES

SECTION 1

1. Definitions

- a. "Exclusion" means any denial of public school privileges to a pupil for disciplinary purposes.
- b. "Removal" means an exclusion from a classroom for all or part of a single class period, provided such exclusion shall not extend beyond ninety minutes.
- c. ~~"Suspension" means an exclusion from school privileges for no more than ten consecutive school days, provided such exclusion shall not extend beyond the end of the school year in which such suspension was imposed. Waterbury will use in-school suspension whenever available and where removal from school is not appropriate. Suspensions pursuant to this policy shall be in-school suspensions unless (1) the administration determines that the pupil being suspended poses such a danger to persons or property or such a disruption of the educational process that the pupil shall be excluded from school during the period of suspension or (2) the administration determines that an out-of-school suspension is appropriate for such pupil based on evidence of (A) previous disciplinary problems that have led to suspensions or expulsion of such pupil and (B) efforts by the administration to address such disciplinary problems through means other than out-of-school suspension or expulsion including positive behavioral support strategies. Conn. Gen. Stat. Section 10-233c(g).~~

Removed sentence "Waterbury will use in-school suspensions whenever available and where removal from school is not appropriate "because it conflicts with the new law and added clauses limiting suspension with students in prek through2 to violent or sexual acts on school grounds endangering persons. Also removed statutory citation at end of paragraph as it is unnecessary.

c) "Suspension" means an exclusion from school privileges for no more than ten (10) consecutive school days, provided such exclusion shall not extend beyond the end of the school year in which such suspension was imposed. Suspensions pursuant to this policy shall be in-school suspensions except (1) for students in grades three (3) to twelve (12), inclusive, if, (A) the administration determines that the pupil being suspended poses such a danger to persons or property or such a disruption of the education process that the pupil shall be excluded from school during the period of suspension or (B) the administration determines that an out of school suspension is appropriate for such pupil based on evidence of (i) previous disciplinary problems that have led to suspensions or expulsion of such pupil and (ii) efforts by the administration to address such disciplinary problems through means other than out of school suspensions including positive behavior support strategies or (2) for grades preschool to grade two (2), inclusive, if during the hearing held, the administration determines that an out-of-school suspension is appropriate for such pupil based on evidence that such pupil's conduct on school grounds is of a violent or sexual nature that endangers persons.

- d. "Expulsion" means an exclusion from school privileges for more than ten consecutive school days and shall be deemed to include, but not be limited to, exclusion from the school to which such pupil was assigned at the time such disciplinary action was taken, provided such expulsion shall not extend beyond a period of one calendar year (12 consecutive months).

Discipline/Student Conduct Policy, continued**SECTION 4
SUSPENSION****1. Procedures Governing Suspension**

Unless an emergency situation requiring the student's immediate exclusion exists, the principal shall observe the following procedures in all actions which may lead to suspension except for those students covered under Article 6 below. In the event of an emergency, the procedure must be initiated as soon after the cessation of the emergency as possible, but no later than 72 hours after the exclusion.

~~No student shall be suspended more than ten (10) times or a total of fifty (50) days in one school year, whichever results in fewer days of exclusion, unless such student is granted a formal hearing in accordance with the procedures governing Board hearings concerning Expulsion.~~

Revision adds reference back to new definition of suspension

No student shall be suspended, as suspension is defined in Section 1 above, more than ten (10) times or a total of fifty (50) days in one school year, whichever results in fewer days of exclusion, unless such student is granted a formal hearing in accordance with the procedures governing Board hearings concerning Expulsion.

a. Informal Hearings

- i. No student shall be suspended prior to having an informal hearing before the principal or his/her designee. The student will be informed of the charges which have been written.
- ii. The student shall be granted an opportunity to refute the charges against him/her.
- iii. The principal or designee shall inform the student of the disciplinary action to be imposed.

b. Notification

- i. By telephone, the principal or designee shall make all possible attempts to immediately notify the parent or guardian of the student about the suspension and state the cause(s) leading to the suspension.
- ii. Whether or not telephone contact is made with the parent or guardian, the principal or designee shall forward a letter to such parent or guardian to the most recent address reported on school records within one school day of the suspension action and offering the parent or guardian an opportunity for a conference to discuss same.
- iii. Notice of the original suspension shall be transmitted by the principal or designee to the Superintendent of Schools by the close of the school week following the commencement of the suspension.
- iv. If a student is eighteen years of age or older, any notice required by this policy shall also be given to the student.
- v. Any pupil who is suspended shall be given an opportunity to complete any classwork including, but not limited to, examinations which such pupil missed during the period of suspension.

Discipline/Student Conduct Policy, continued

~~3. When all teacher interventions and restorative measures prove ineffective, probation or exclusion (removal from classroom or suspension) may be warranted and imposed by the building principal. (see preceding section, "Exclusion from School for Disciplinary Purposes".)~~

~~4. However, the building principal is authorized to exclude (removal from classroom or suspension) a pupil whenever deemed advisable to maintain an environment conducive to education.~~

~~5. When a major offense occurs, the building principal is authorized to use an in school suspension, out of school suspension, arrest or referral to court regardless of previous interventions.~~

Added clarity to suspension by adding referral back to Section 1 for the new definition of suspension

Omitted out of 5 below "regardless of previous interventions" as it violates law.

3. When all teacher interventions and restorative measures prove ineffective, probation or exclusion (removal from classroom or suspension) may be warranted and imposed by the building principal as set forth in Section 1, Exclusion for Disciplinary Purposes.

4. However, the building principal is authorized to exclude (removal from classroom or suspension) a pupil to maintain an environment conducive to education as set forth in Section 1, Exclusion for Disciplinary Purposes.

5. When a major offense occurs, the building principal is authorized to use an in school suspension or out of school suspension as set forth in Section 1, Exclusion for disciplinary purposes, arrest or referral to court.

6. Unless an emergency exists, the parent or legal guardian of a child who has been suspended shall be notified one day in advance of such suspension of the reason for and the duration of the suspension.

7. The length of any exclusion is to be determined pursuant to statute, Board of Education Rules and Policy, and the Superintendent's regulations, as set forth herein.

8. After an exclusion period the parent and/or legal guardian shall return with the pupil for a conference and reinstatement, except where extenuating circumstances preclude parent's presence.

9. When any pupil is found vandalizing, damaging, or defacing school property, parents or legal guardians shall be held financially responsible for repair of such school property and the Board of Education shall pursue such claims through the Legal Department of the City of Waterbury.

10. In the event of vandalism, damage or defacement of school property, the building principal or his/her designee is empowered to assign the pupil or pupils involved, with proper supervision, to clean up and replace school property, where practical, in lieu of suspension when authorized in

Discipline/Student Conduct Policy, continuedARTICLE 5
DISCIPLINE

1. ~~**Expulsion**~~ The Board of Education may expel a pupil, except those students covered under Article 6 below, from school if, after a full hearing, the Board finds that his/her conduct endangers persons or property or is seriously disruptive of the educational process or is in violation of a publicized Board policy. Students who have been expelled may be eligible for an alternative educational program.

Revisions add language needed to comply with new law limiting expulsions to pupils in grades 3-12 except when there is a gun charge then K-2 included. New section for Pre-K s it was not covered before. Also added language for off campus conduct which is in statute which for some reason we did not have.

1. **Expulsion** – The Board of Education may expel any pupil in grades three (3) to twelve (12) inclusive, except those students grades three (3) to twelve (12), inclusive, covered by Article 6 below, from school if, after a full hearing, the Board finds that his/her conduct endangers persons or property or is seriously disruptive of the educational process or is in violation of a publicized Board policy or whose conduct off school grounds is violative of such policy and is seriously disruptive of the educational process. Students who have been expelled may be eligible for an alternative educational program.

Since this is a very severe penalty it must be used with care and deliberation, and generally for one of two basic reasons: (1) to protect the school population from individuals whose behavior continually interrupts the learning process of other individuals, or (2) to help an individual understand that a constant behavior pattern is so inappropriate that the most serious disciplinary action possible must be taken.

For any student expelled for the first time and who has never been suspended: under the recommendation of a hearing officer, the Board of Education may shorten the length of or waive the expulsion period if the student successfully completes a Board specified program and meets any other conditions required by the Board.

2. Actions Leading To Expulsion

- a. A principal must request expulsion in cases where a student, **grades three (3) through twelve (12), inclusive**, has already been or exclusion will result in the student's being suspended more than ten (10) times or fifty (50) days in a school year, whichever results in fewer days of exclusion, or in circumstances under which the student will be prevented from completing a normal course of study.
- b. A principal may request expulsion for students **grades three (3) through twelve (12), inclusive**, in cases where the principal has cause to believe:
 - i. That the student has committed conduct which has endangered persons or property or seriously disrupted the educational process and/or has violated a publicized policy of the Board of Education, and/or;
 - ii. That the student's past conduct at school is so serious as demonstrated by repeated violation of actions leading to suspensions to indicate that he/she will endanger persons

Discipline/Student Conduct Policy, continued

- f. Whenever a pupil is expelled pursuant to the provisions of this section, notice of the expulsion and the conduct for which the pupil was expelled shall be included on the pupil's cumulative educational record. Such notice shall be expunged from the cumulative educational record by the local or regional Board of Education if a pupil (1) graduates from high school or (2) is not expelled again or suspended one or more times during the two-year period commencing on the date of his return to school from such expulsion.
- g. The Waterbury Board of Education may adopt the decision of a pupil expulsion hearing conducted by another school district. The pupil shall be excluded from school pending the expulsion period as identified by the student's previous educational facility and/or school. The excluded student may be offered an alternative educational opportunity.

4. Mandatory Expulsion Policy

- a. The Board of Education, in compliance with Connecticut General Statutes §10-233d, has adopted a policy under which whenever there is reason to believe that any student, **grades kindergarten (K) to twelve (12), inclusive:**

- i. on school grounds or at a school sponsored activity was in possession of a firearm as defined by law or
- ii. off school grounds to possess a firearm or did possess or use a firearm, instrument or weapon in the commission of a crime or
- iii. on or off school grounds offered for sale or distribution of a controlled substance, or possessed with intent to sell

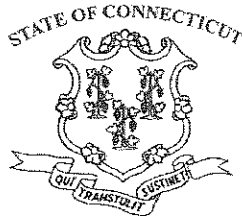
shall be expelled for a period of one calendar year. The Board of Education may modify the period of expulsion for a pupil on a case by case basis. These students shall also be referred to the Criminal Justice System. Waterbury will maintain records that include: (1) the name of the school concerned; (2) the number of students expelled from the school; and (3) the type of weapons concerned. The Board of Education agrees to provide this information to the state upon request.

- b. As to pre-K students enrolled in programs offered by the Board of Education, no preschool program provider shall expel any student enrolled except an expulsion hearing may be conducted whenever there is reason to believe that any child enrolled in such preschool program was in possession of a firearm as defined by Title 18 of the United States Code Section 921, on or off school grounds or at a preschool program-sponsored event. Such child shall be expelled for one calendar year if it is determined at the hearing that the child did possess a firearm. A preschool program may modify the period of expulsion for a child on a case by case basis.**

- c. The Gun-Free Schools Act, which was re-codified as section 4141 of the No Child Left Behind Act, obligates state educational agencies that receive federal funds to require that local educational agencies expel students who bring a "weapon" to school for no less than one calendar year, subject to exceptions on a case-by-case basis. The law defines "weapon" as a firearm as defined as 18 U.S.C. §921 (a), summarized as follows:

- i. *The term "firearm" means -*

- a. any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;



Substitute Senate Bill No. 1053

Public Act No. 15-96

***AN ACT CONCERNING OUT-OF-SCHOOL SUSPENSIONS AND
EXPULSIONS FOR STUDENTS IN PRESCHOOL AND GRADES
KINDERGARTEN TO TWO.***

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Subsection (a) of section 10-233c of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2015*):

(a) Any local or regional board of education may authorize the administration of the schools under its direction to suspend from school privileges [any] a pupil whose conduct on school grounds or at a school sponsored activity is violative of a publicized policy of such board or is seriously disruptive of the educational process or endangers persons or property or whose conduct off school grounds is violative of such policy and is seriously disruptive of the educational process. In making a determination as to whether conduct is seriously disruptive of the educational process, the administration may consider, but such consideration shall not be limited to: (1) Whether the incident occurred within close proximity of a school; (2) whether other students from the school were involved or whether there was any gang involvement; (3) whether the conduct involved violence, threats of violence or the unlawful use of a weapon, as defined in section 29-38,

Substitute Senate Bill No. 1053

and whether any injuries occurred; and (4) whether the conduct involved the use of alcohol. Any such board may authorize the administration to suspend transportation services for [any] a pupil whose conduct while awaiting or receiving transportation to and from school endangers persons or property or is violative of a publicized policy of such board. Unless an emergency exists, no pupil shall be suspended without an informal hearing by the administration, at which such pupil shall be informed of the reasons for the disciplinary action and given an opportunity to explain the situation, provided nothing herein shall be construed to prevent a more formal hearing from being held if the circumstances surrounding the incident so require, and further provided no pupil shall be suspended more than ten times or a total of fifty days in one school year, whichever results in fewer days of exclusion, unless such pupil is granted a formal hearing pursuant to sections 4-176e to 4-180a, inclusive, and section 4-181a. If an emergency situation exists, such hearing shall be held as soon after the suspension as possible.

Sec. 2. Subsection (g) of section 10-233c of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2015*):

(g) On and after July 1, [2010,] 2015, all suspensions pursuant to this section shall be in-school suspensions, [unless] except a local or regional board of education may authorize the administration of schools under its direction to impose an out-of-school suspension on any pupil in (1) grades three to twelve, inclusive, if, during the hearing held pursuant to subsection (a) of this section, [(1)] (A) the administration determines that the pupil being suspended poses such a danger to persons or property or such a disruption of the educational process that the pupil shall be excluded from school during the period of suspension, or [(2)] (B) the administration determines that an out-of-school suspension is appropriate for such pupil based on evidence of

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[(A)] (i) previous disciplinary problems that have led to suspensions or expulsion of such pupil, and [(B)] (ii) efforts by the administration to address such disciplinary problems through means other than out-of-school suspension or expulsion, including positive behavioral support strategies, or (2) grades preschool to two, inclusive, if during the hearing held pursuant to subsection (a) of this section, the administration determines that an out-of-school suspension is appropriate for such pupil based on evidence that such pupil's conduct on school grounds is of a violent or sexual nature that endangers persons. An in-school suspension may be served in the school that the pupil attends, or in any school building under the jurisdiction of the local or regional board of education, as determined by such board. Nothing in this section shall limit a person's duty as a mandated reporter pursuant to section 17-101a to report suspected child abuse or neglect.

Sec. 3. Subsection (a) of section 10-233d of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2015*):

(a) (1) Any local or regional board of education, at a meeting at which three or more members of such board are present, or the impartial hearing board established pursuant to subsection (b) of this section, may expel, subject to the provisions of this subsection, any pupil in grades three to twelve, inclusive, whose conduct on school grounds or at a school-sponsored activity is violative of a publicized policy of such board or is seriously disruptive of the educational process or endangers persons or property or whose conduct off school grounds is violative of such policy and is seriously disruptive of the educational process, provided a majority of the board members sitting in the expulsion hearing vote to expel and that at least three affirmative votes for expulsion are cast. In making a determination as to whether conduct is seriously disruptive of the educational process,

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the board of education or impartial hearing board may consider, but such consideration shall not be limited to: (A) Whether the incident occurred within close proximity of a school; (B) whether other students from the school were involved or whether there was any gang involvement; (C) whether the conduct involved violence, threats of violence or the unlawful use of a weapon, as defined in section 29-38, and whether any injuries occurred; and (D) whether the conduct involved the use of alcohol.

(2) Expulsion proceedings pursuant to this section, except as provided in subsection (i) of this section, shall be required for any pupil in grades kindergarten to twelve, inclusive, whenever there is reason to believe that any pupil (A) on school grounds or at a school-sponsored activity, was in possession of a firearm, as defined in 18 USC 921, as amended from time to time, or deadly weapon, dangerous instrument or martial arts weapon, as defined in section 53a-3, (B) off school grounds, did possess such a firearm in violation of section 29-35 or did possess and use such a firearm, instrument or weapon in the commission of a crime under chapter 952, or (C) on or off school grounds, offered for sale or distribution a controlled substance, as defined in subdivision (9) of section 21a-240, whose manufacture, distribution, sale, prescription, dispensing, transporting or possessing with intent to sell or dispense, offering, or administering is subject to criminal penalties under sections 21a-277 and 21a-278. Such a pupil shall be expelled for one calendar year if the local or regional board of education or impartial hearing board finds that the pupil did so possess or so possess and use, as appropriate, such a firearm, instrument or weapon or did so offer for sale or distribution such a controlled substance, provided the board of education or the hearing board may modify the period of expulsion for a pupil on a [case by case] case-by-case basis, and as provided for in subdivision (2) of subsection (c) of this section.

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(3) Unless an emergency exists, no pupil shall be expelled without a formal hearing held pursuant to sections 4-176e to 4-180a, inclusive, and section 4-181a, provided whenever such pupil is a minor, the notice required by section 4-177 and section 4-180 shall also be given to the parents or guardian of the pupil. If an emergency exists, such hearing shall be held as soon after the expulsion as possible. The notice shall include information concerning legal services provided free of charge or at a reduced rate that are available locally and how to access such services.

Sec. 4. (NEW) (*Effective July 1, 2015*) (a) As used in this section, "preschool program provider" means a local or regional board of education, state or local charter school or interdistrict magnet school that offers a preschool program.

(b) (1) No preschool program provider shall expel any child enrolled in such provider's preschool program, except an expulsion hearing shall be conducted, in accordance with the provisions of subdivision (2) of this subsection, whenever there is reason to believe that any child enrolled in such preschool program was in possession of a firearm, as defined in 18 USC 921, as amended from time to time, on or off school grounds or at a preschool program-sponsored event. Such child shall be expelled for one calendar year if, at the expulsion hearing it is determined, that the child did so possess such a firearm. A preschool program provider may modify the period of expulsion for a child on a case-by-case basis.

(2) An expulsion hearing required under this subsection shall be conducted by (A) the program provider in accordance with the provisions of this subdivision, (B) a local or regional board of education, in accordance with the provisions of section 10-233d of the general statutes, as amended by this act, if (i) the preschool program provider is a local or regional board of education, or (ii) the preschool program provider is a regional educational service center or a state or

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local charter school pursuant to an agreement between such preschool program provider and the board of education, or (C) an impartial hearing board established by the preschool program provider, provided (i) no employee of such preschool program provider shall be a member of the impartial hearing board, and (ii) the hearing board shall have the authority to conduct the expulsion hearing and render a final decision in accordance with the provisions of sections 4-176e to 4-180a, inclusive, of the general statutes and section 4-181a of the general statutes. Unless an emergency exists, no child shall be expelled under this subsection without a formal hearing held pursuant to sections 4-176e to 4-180a, inclusive, of the general statutes and section 4-181a of the general statutes, provided the notice required by section 4-177 of the general statutes and section 4-180 of the general statutes shall also be given to the parent or guardian of the child. If an emergency exists, such hearing shall be held as soon after the expulsion as possible. The notice shall include information concerning legal services provided free of charge or at a reduced rate that are available locally and how to access such services.

(c) No preschool program provider may authorize a suspension of a child enrolled in such provider's preschool program, unless the suspension is an in-school suspension.

Sec. 5. Subsection (a) of section 10-76v of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2015*):

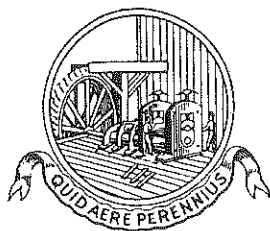
(a) Early detection and prevention programs funded under the provisions of sections 10-76u to 10-76x, inclusive, as amended by this act, shall include (1) a component for systematic early detection and screening to identify children experiencing behavioral, disciplinary or early school adjustment problems, and (2) services that address such problems for children so identified.

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Sec. 6. Subsection (b) of section 10-76u of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2015*):

(b) The Commissioner of Education shall solicit grant applications from local and regional boards of education which shall be submitted annually to the commissioner at such time and on such forms as the commissioner prescribes. The commissioner shall issue not less than four grants by September fifteenth of each year. In determining if a board of education shall be granted funds pursuant to this section and sections 10-76v to 10-76x, inclusive, as amended by this act, the commissioner shall consider, but such consideration shall not be limited to, the following factors: (1) Availability in the school and community of professional, paraprofessional, and other program staff with background and experience in early intervention; (2) availability of space to accommodate the program in an elementary school building; (3) demonstration of strong support by administrative personnel, teaching staff, pupil personnel staff and local community mental health centers; [and] (4) reasonable evidence of future stability of the program and its personnel; and (5) the number of children enrolled in grades kindergarten to two, inclusive, in a school under the jurisdiction of such board of education experiencing behavioral, disciplinary or early school adjustment problems.

Approved June 22, 2015




Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 575-3725 ♦ Fax (203) 574-8010

W. Garrett Miller, Jr.
Interim Chief Operating Officer
and Chief of Staff

MEMORANDUM

TO: Waterbury Board of Education

FROM: Gary Miller, Interim Chief Operating Officer and Chief of Staff 

SUBJECT: Proposed Agreement between the City of Waterbury, CT and the State of Connecticut Department of Energy & Environmental Protection for Athletic Field Improvements at John F. Kennedy High School

DATE: November 10, 2015

Attached, for Board of Education (BOE) approval, is a copy of the Personal Service Agreement/Grants/Contract between the City of Waterbury, CT and the State of Connecticut Department of Energy & Environmental Protection (DEEP) for athletic field improvements at John F. Kennedy High School. The athletic field improvements include replacing the existing field's natural turf with an artificial turf.

The total value of this Agreement/Grant is \$1,500,000.00. The Agreement period is from the date of the State's execution of the Agreement plus five years. The cost for this Agreement is funded in whole by a State of Connecticut DEEP Grant. There is no expense to the City of Waterbury.

I will be present at the 11-12-15 BOE Workshop to address any questions you might have regarding this matter.

Enclosures

CC: Paul Guidone, Chief Operating Officer and Chief of Staff
Linda Wihbey, Corporation Counsel
Bruce Turbacuski, O&G Industries, Inc.
Mark Sedensky, O&G Industries, Inc.
File

CHECK ONE

☒ GRANT

☐ PERSONAL SERVICES AGREEMENT

1. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET

(1) CONTRACT <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION NO. P.S. P.O.
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CONTRACTOR	(3) CONTRACTOR NAME CITY OF WATERBURY	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS CITY HALL, 235 GRAND STREET, WATERBURY, CT 06702	
		CONTRACTOR FEIN/SSN 06-6001900

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (DEEP) CENTRAL SERVICES, CONSTITUENT AFFAIRS/LAND MANAGEMENT, 79 ELM ST., HARTFORD, CT 06106	(8) AGENCY # DEP43153
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CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution + 5 YEARS	(6) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) The Contractor agrees to do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of the Department of Energy and Environmental Protection, all work as described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of 2 pages, numbered A1-A2. Additional terms and conditions governing this Contract are contained on Pages Two through Five.
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COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. The Commissioner will make payment of any and all funds from this grant-in-aid on a reimbursement basis subject to approval of requests for payment, in his sole discretion. The Municipality is responsible to supply appropriate documentation to the Agency of cost relating to the project, in a manner more particularly described in Appendix B. The maximum amount to be reimbursed to the Municipality under this Contract is \$ 1,500,000.00.
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(11) COMMITTED AMOUNT \$ 1,500,000.00	(12) OBLIGATED AMOUNT \$
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(13) AMOUNT	(14) DEPT.	(15) FUND	(16) SID.	(17) PROGRAM	(18) PROJECT	(19) ACTIVITY	(20) BUD REF	(21) AGENCY CF1	(22) AGENCY CF2	(23) ACCOUNT
\$1,500,000.00	DEP43153	12052	43615	64004	DEPA00029210011	155005	2016			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d)(2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(24) STATUTORY AUTHORITY CGS Sec. 22a-6(a)(2) as amended; CGS Sec. 4-8 as amended; CGS Sec. 7-148(c) as amended; Public Act 2014-98, Section 9(d).	
25) CONTRACTOR (OWNER OR AUTH. SIGNATURE)	TITLE Neil M. O'Leary, Mayor	DATE
26) AGENCY (AUTHORIZED OFFICIAL)	TITLE Robert J. Klee, Commissioner	DATE
27) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE	

DISTRIBUTION:	CONTRACTOR	AGENCY
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UNDS AVAILABLE _____ DATE _____

STANDARD TERMS AND CONDITIONS

{Rev. 7-20-15}

Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and is made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

Non-Discrimination

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

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

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

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

Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

3. **Indemnification**

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

4. **State Liability.** The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

5. **Definitions:**

- a. **State.** The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- b. **Commissioner.** The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- c. **Parties.** The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- d. **Contractor Parties.** Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- e. **Contract.** This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- f. **Execution.** This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$25,000.00), by the authorized representative of the state Attorney General's office.
- g. **Exhibits.** All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- h. **Records.** For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- i. **Confidential Information.** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- j. **Confidential Information Breach** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
6. **Distribution of Materials.** The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
7. **Change in Principal Project Staff.** Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
8. **Further Assurances.** The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
9. **Recording and Documentation of Receipts and Expenditures.** Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

10. **Assignability.** The Contractor 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 consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
11. **Third Party Participation.** The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
12. **Set Aside.** State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
13. **Procurement of Materials and Supplies.** The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
14. **State Audit (for grants only).** The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
15. **Americans With Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
16. **Affirmative Action and Sexual Harassment Policy.** The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
17. **Campaign Contributions.** For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
18. **Sovereign Immunity.** The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
19. **Termination.**
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
20. **Breach.** If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency

may withhold payment in whole or in part pending resolution of the Performance Issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

21. **Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
22. **Contractor Guarantee.** The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
23. **Forum and Choice of Law.** The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
24. **Force Majeure.** The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. **Confidential Information of the Contractor.** The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
26. **Protection of State Confidential Information.**
 - a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
 - d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
27. **Entirety of Contract.** The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
28. **Interpretation.** The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

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APPENDIX A

SCOPE OF WORK

Project: The City of Waterbury will complete various improvements to the athletic fields at John F. Kennedy High School.

Purpose: The project referenced above (hereinafter the "Project") shall be undertaken by the City of Waterbury (the "Municipality" or "Contractor") to consist of various athletic field improvements a John F. Kennedy High School in Waterbury.

Description: Following Execution of this Contract, the Contractor shall complete this Project as outlined in this Scope of Work. The responsibilities of the Municipality shall include:

- The purchase and installation of an artificial turf athletic field: Development/installation of this field is to include, but not to be limited to; design, excavation, clearing and grubbing, purchase/placement of earthen material required for the installation of the turf field, grading, drainage, purchase/installation of the artificial turf grass, purchase/installation of infill material, goals/posts/uprights and fencing and field marking, perimeter curbing and retaining wall construction. The main portion of this field is to service sports that require a rectangular playing area, and is to be marked accordingly. Due to area constraints, the artificial turf area will be expanded into, and incorporated into, the adjacent baseball field. The rectangular field is to serve as the outfield for the baseball field. A "skin" infield for the bases area of the baseball field is part of the planned athletic field improvements.
- ❖ Landscaping of the disturbed area. Funds may not be used to purchase any plant/vegetation that is on the State of Connecticut invasive plant list.
- ❖ The contractor chosen by the City of Waterbury to complete the above described project scope must be listed as an approved contractor under the Department of Administrative Services, Contractor Prequalification Program. Program requirements are described at DAS.Prequalification@ct.gov or (860) 713-5280.
- ❖ Associated work for this project shall include required surveying, design, bid package development, advertising, engineering, architectural and landscape services.

1. **Design.** The Contractor agrees that the location, design materials and work schedule related to this Project shall be completed with the full knowledge and approval of the local property-managing department and the facility manager, that the design, installation and construction shall comply with all State of Connecticut building codes, the intent of the Americans with Disabilities Act (handicapped accessibility) and be of a nature that will minimize maintenance and ensure public safety.
2. **Permits.** The Contractor is responsible for developing and obtaining all applicable permits prior to construction. Such permits may include but not be limited to Flood Management Certification CGS 25-68(b)-(h), Stream Channel Encroachment, Inland Wetlands & Watercourses CGS 22a-36, Water Diversion, Dam Safety, Stormwater Construction Discharge Permit, Coastal Consistency Certification, Tidal Structure & Dredging, Army Corp of Engineers 401 and 404. The Execution of this Contract in no way constitutes the approval by the Agency or any other State Departments of any permit needed by the Contractor to complete the Project as outlined above. The Execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.
3. **Ownership.** The Contractor represents that said Contractor is or will become the grantee before the expiration of this Contract of land acquired under this agreement in fee simple, permanent easement or right-of-way or be the record owner of the land and building upon which the Project described above is located. Ownership shall be in the form of fee simple, free from any lien or claim that would prevent such land from being retained and utilized for the use or uses outlined above. Being the recorded owner, the Contractor agrees to maintain the Project area after development/improvement properly and efficiently and to provide assurance of such operation and maintenance as may be required by the Commissioner for a period not to exceed the life expectancy, ten years, or full total destruction or degradation by an act of nature whichever comes first.
4. **Acknowledgment.** The Contractor shall provide credit to a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection for its contribution to the Project by erecting a sign stating such fact. The Contractor shall erect a permanent plaque or sign in the Park property acknowledging that said Project is a public recreational facility and that said Project received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection.
5. **Accessibility to the Public.** Said Project is a public area and as such, it shall be open to the public. The public, for purposes of this Contract shall be defined as any resident of any municipality, state, country or nation.

6. **Fees.** Should a parking/patron fee be levied on patrons to use this Park, the Contractor agrees to charge nonresidents of the Municipality, a fee not to exceed twice that charged to residents of the Municipality. Where there is no charge to residents but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents, and the period of availability must be the same for both residents and nonresidents.

7. **Submission of Materials.** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
Central Services
Constituent Affairs/Land Management
79 Elm Street
Hartford, CT 06106-5127

8. **Amendments.** Formal written amendment of the Contract is required to revise the terms and conditions of this Contract, including but not limited to:

- a. the maximum Contract payment,
- b. the total unit cost of service,
- c. the Contract's Scope of Work,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other Contract revisions determined material by DEEP.

Any proposed changes to the Contract must be requested in writing by the Contractor to the Commissioner and approved at the Commissioner's sole discretion. If it is anticipated that the Project cannot be completed as scheduled, a no-cost extension must be requested in writing by the Contractor no later than 60 days prior to the expiration date of the Contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and Project completion date.

9. **Final Report.** The Contractor agrees to submit a final report to the Commissioner within 30 days after the expiration date of this Contract. Said report shall include, but not be limited to, photos of the Project area, copies of applicable permits or certificates, certification that all elements of the Project scope as defined have been completed.

10. **Subcontracting Award Procedures.** The Contractor agrees that when awarding service contracts for an amount less than \$10,000, it shall follow established municipal contract awarding procedures. The Contractor also agrees that competitive open bidding is required when awarding contracts in excess of \$10,000. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Municipality, price and other relevant factors considered. The Contractor must provide prior written justification to the Commissioner prior to the acceptance of a no-bid contract or the award of a contract to other than the lowest bidder and such contract awards are subject to the approval of the Commissioner.

11. **Safety and Accident Prevention.** Contractor and all Contracting Parties must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Contractor will take all other reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the Project.

APPENDIX B

SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is One Million Five Hundred Thousand (\$1,500,000.00) dollars.

Payments by the Commissioner to the Contractor shall allow for use of grant funds to meet allowable financial obligations incurred in conjunction with this Project. Funds shall be disbursed on a reimbursement basis, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. All payments to the Contractor are subject to review and approval by the Commissioner, at his sole discretion.

If no reimbursement request is submitted within a six-month period, the Contractor is required to submit a project status report. Said reports shall be required every six months during the time the Contract is in effect. Such status reports shall include a brief description indicating the work completed to date and the anticipated Project completion date if different from the current contractual expiration date.

The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection within 120 days of the Contract expiration date.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall *knowingly solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

CAPT REVISIONS SCIENCE ONLY

UPDATE FROM CSDE

- ▶ On October 29, 2015 all districts in Connecticut received notification from CSDE that upon review of CMT/CAPT results, some minor updates for a limited number of students were being made
- ▶ On October 30, 2015 these updates were made available online at www.ctreports.com to districts and the public
- ▶ According to CSDE, Waterbury was atypical in the amount of students affected

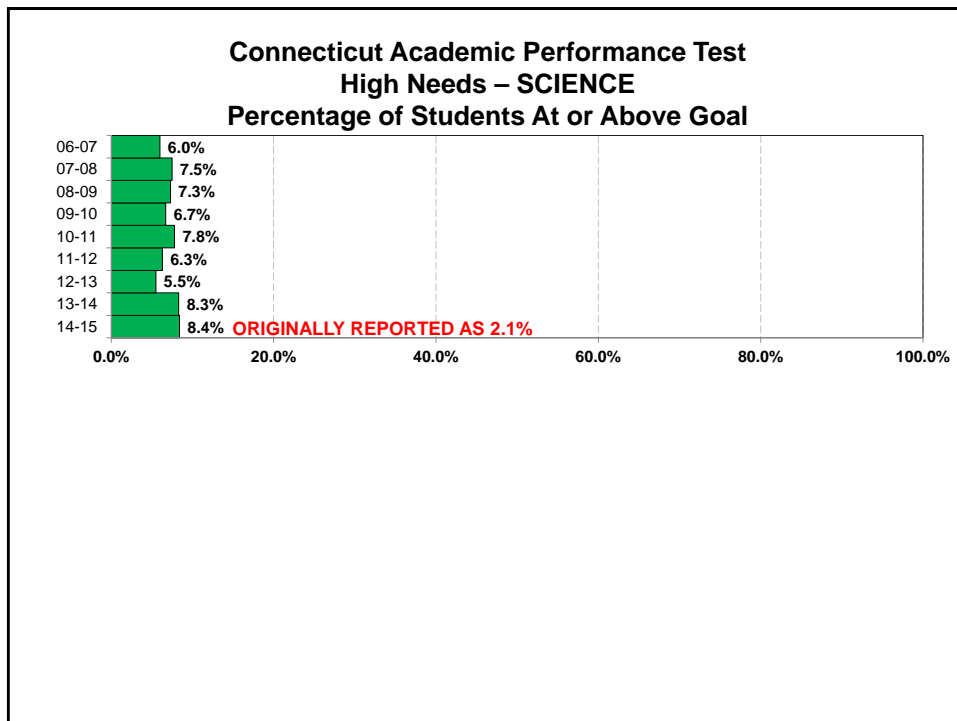
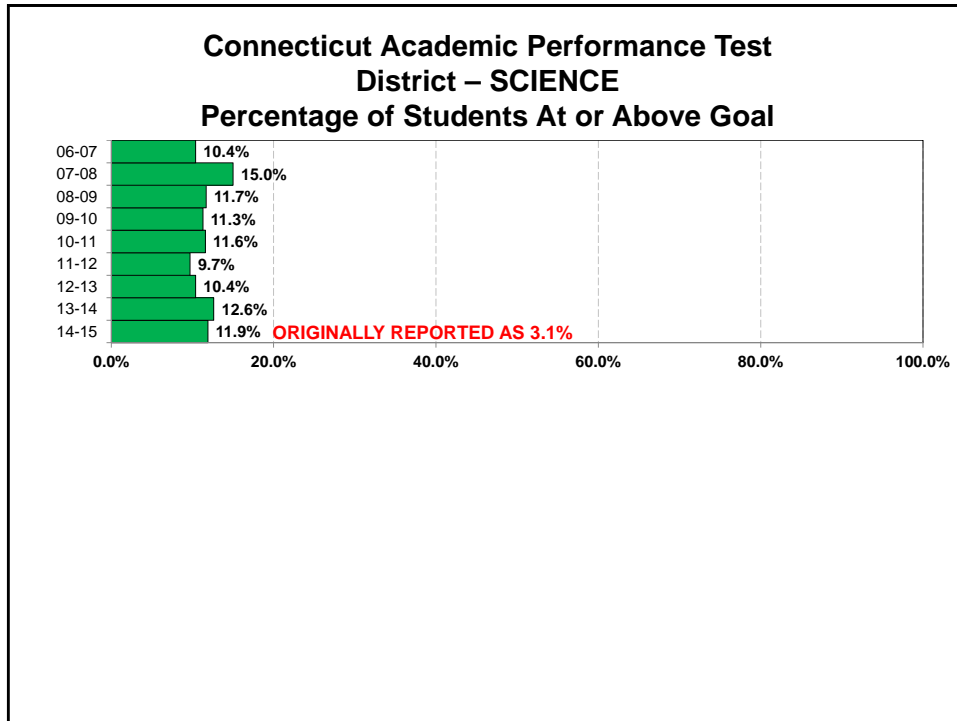
WATERBURY PUBLIC SCHOOLS CAPT REVISIONS

UPDATE FROM CSDE

- ▶ 33% of Waterbury students who previously had a reported score had a change in their level score (most students improved one or even two levels)
 - ▶ 388 out of 1,174 students
- ▶ 98% of Waterbury students who previously had a reported score had a change in their scale score (scale scores determine the level scores)
 - ▶ 1,157 out of 1,174 students (all but 17 students)

DISTRICT RESULTS

WATERBURY PUBLIC SCHOOLS CAPT REVISIONS



WATERBURY PUBLIC SCHOOLS CAPT REVISIONS

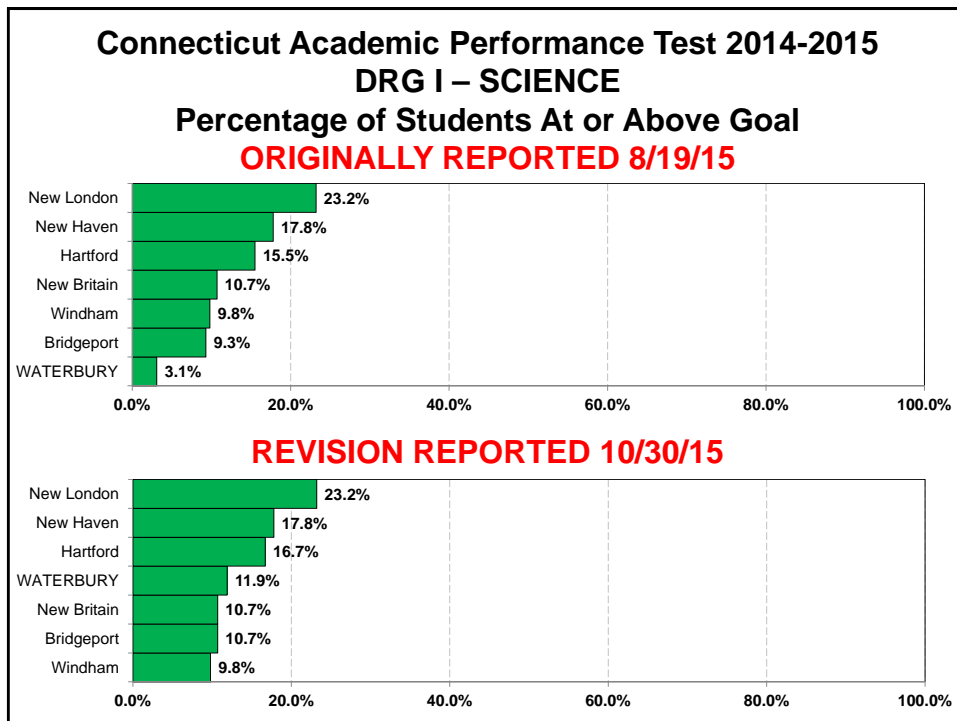
SCHOOL RESULTS

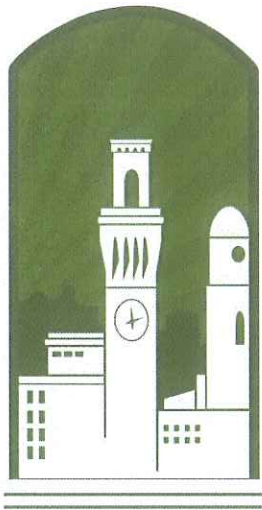
2014-2015 CAPT Science Ranked by Percentage of Students At or Above Goal

	Number of Students Tested	Original 8/19/15	Revised 10/30/15	Difference
WAMS	116	3.4%	25.9%	+22.5
WCA	213	3.8%	19.2%	+15.4
District	1175	3.1%	11.9%	+8.8
Kennedy	285	0.4%	9.8%	+9.4
Crosby	245	8.2%	9.4%	+1.2
Wilby	270	1.1%	6.7%	+5.6
Enlightenment	33	0.0%	0.0%	0.0
State Street	6	0.0%	0.0%	0.0
Outplacement	7	0.0%	0.0%	0.0

WATERBURY PUBLIC SCHOOLS CAPT REVISIONS

COMPARISON TO DISTRICT REFERENCE GROUP (DRG I)





WATERBURY
Public Schools

Today's Students, Tomorrow's Leaders

ADMINISTRATOR EVALUATION PLAN

2015.2016

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Evaluation Committee Membership

Michelle Buerkle * Jennifer Calabrese *
Matthew Calabrese * Donna Cullen * Kevin Egan *
Robin Henry * Dana Manning * Adela Jorge-Nelson *
Karen Renna

Diane Bakewell * Maria Burns * Lori DiTillo *
George Flaherty * Joe Gorman * Mary Massimo *
Juan Mendoza * Ray Santovasi * Ryan Sullivan

Administrative Liaisons:

Darren Schwartz * Dr. Shuana K. Tucker

Instructional Leadership Directors:

Pamela Baim * Michelle Baker *
* Kevin Walston

Introduction and Overview

Introduction

Waterbury's Administrator Evaluation Model has been developed in alignment with the Connecticut Guidelines for Educator Evaluation as revised in **2015**. Much of the plan has been adopted directly from SEED (Connecticut's System for Educator Evaluation and Development), thus drawing on the best practice and research embedded in this model.

Purpose and Rationale of the Evaluation System

The purpose of the new evaluation model is to fairly and accurately evaluate administrator performance and to help each administrator to strengthen his/her practice to improve teaching and learning.

The model applies to all administrators holding and serving under an 092 license, with appropriate adaptations and applications of the model for varying administrative assignments.

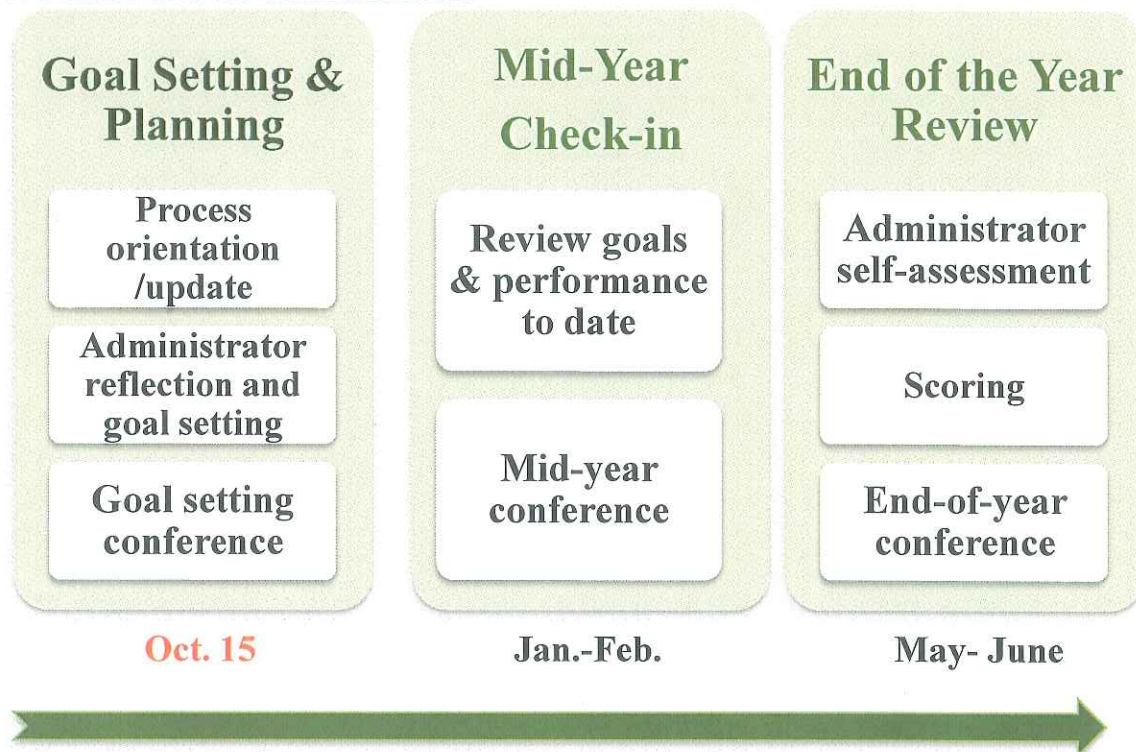
Core Design Principles

The Waterbury model draws on the core design principles of the Connecticut SEED model. The model is designed to:

1. Focus on what matters most: The model identifies four areas of administrator performance as important to evaluation and weights them in the following priorities: student learning (45%), administrator practice (40%), stakeholder feedback (10%), and teacher effectiveness (5%).
2. Emphasize growth over time: The evaluation of an administrator's performance should primarily be about continually improving practice.
3. Leave room for judgment: The model requires evaluators to observe the practice of administrators enough to make informed judgments about the quality and efficacy of practice and not to solely rely on quantitative measures.
4. Consider implementation at least as much as design: The model will evolve as educators implement, assess and reflect.

Administrator Evaluation Process and Timeline

The annual evaluation process includes a goal setting conference, a mid-year conference and an end of the year conference. The purposes of these meetings are to clarify expectations for the evaluation process, provide comprehensive feedback to each administrator on his/her performance, set goals and identify development opportunities. These conferences should include conversations that are collaborative and require reflection and preparation by both the evaluator and the administrator.



Orientation -August-September

1. Orientation on Process* – All administrators are provided with an up-to-date copy of the evaluation plan. This includes, but is not limited to, the rubric used for assessment of practice and the surveys used for stakeholder feedback. Evaluators meet with administrators (individually or in groups) to discuss the process, roles and responsibilities embedded in the plan.

Administrators new to the district should have a thorough orientation to the process as they join the district.

Goal Setting Conference to be Completed no Later than *Oct. 15*

1. A goal setting conference between the evaluator and administrator will take place at the beginning of the year. The administrator prepares for this conference by examining student and school data, prior year evaluation and survey results and the Connecticut School Leadership Standards to identify three areas of performance and practice focus, two student learning objectives (SLOs) and a stakeholder feedback goal.

In this meeting, they will discuss any school or district priorities that should be reflected in goals, targets or focus areas for observation. The conference will result in an agreement between the evaluator and administrator on specific measures, performance targets, student learning indicators, teacher effectiveness and stakeholder feedback as well as the support needed to meet the goals and targets.

Mid-Year Check-In: Timeframe: January-February

1. Reflection and Preparation – The administrator and evaluator collect and reflect on evidence to date about the administrator’s practice and progress on SLOs and stakeholder feedback target in preparation for the mid-year check-in conference.
2. Mid-Year Conference – The evaluator and administrator engage in a mid-year conference during which they review progress on student learning objectives (SLOs), the stakeholder feedback target and performance. Evaluators can deliver formative information on components of the evaluation framework. The conference is an important opportunity to make mutually agreeable adjustments to SLOs, strategies, support and approaches as warranted.

**End-of-Year Summative Review: Timeframe: May and June
(Must be completed by June 30)**

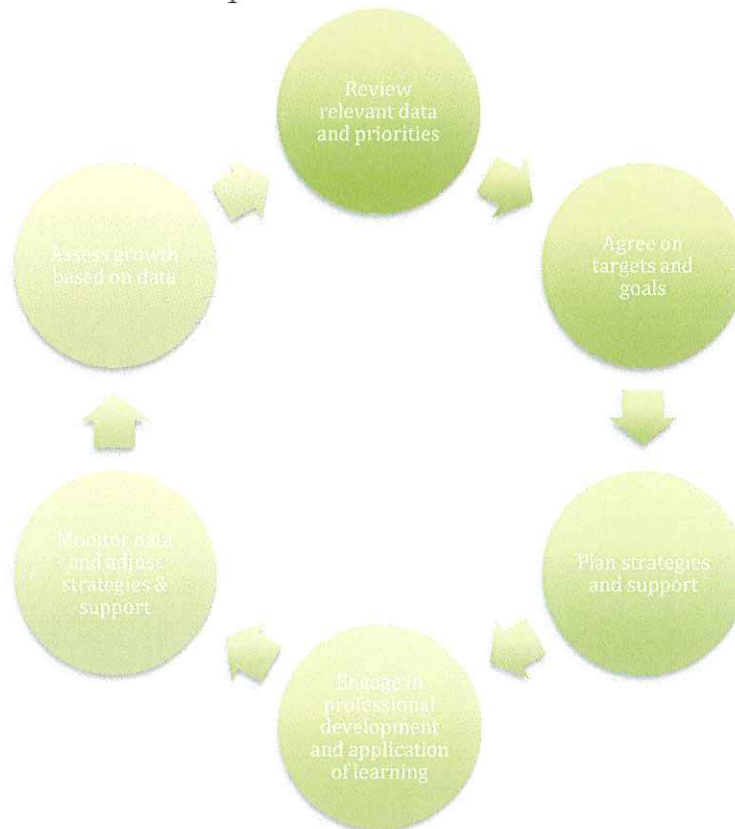
1. Administrator Self-Assessment – The administrator reviews all information and data collected during the year and completes a self-assessment for review by the evaluator. The administrator submits to the evaluator.
2. Ratings – The evaluator reviews submitted evidence, self-assessments and observation and other data to generate category ratings. (The evaluator bases the ratings on all available data. The ratings will be

revised as necessary upon receipt of state testing data and indices, if applicable, no later than September 15.)

3. End-of-Year Conference – The evaluator and the administrator meet to discuss all evidence collected to date and to discuss category ratings. Following the conference, the evaluator assigns a summative rating and generates a summary report of the evaluation before the end of the school year, no later than June 30.

Evaluation-Based Professional Learning

Each educator will identify professional growth needs with his/her evaluator based on student achievement data, past performance data, school and district needs, and stakeholder feedback. Upon the mutual agreement on goals and targets, the educator and evaluator will plan for strategies and support to meet the goals and targets. Educators who share goals and targets can collaborate in shared professional development.



Process model for evaluation-based professional learning.

Ensuring Fairness and Accuracy: Evaluator Training, Monitoring and Auditing

All evaluators will be trained in the evaluation model. The model is complex and important. Both initial and ongoing training should reflect this.

The training should include

- full orientation to the plan components
- skill development in those areas that are new to administrator evaluation
- skill practice in those areas that are transferable from other evaluation experiences including but not limited to goal setting, feedback/conferencing, and observation
- management strategies
- proficiency and calibration strategies

The Connecticut State Department of Education (CSDE) has offered and is continuing to develop training in administrator evaluation methods that are aligned with the Waterbury model. The District may pursue this or other training sources to deliver the initial and ongoing training.

New evaluators and evaluators new to the district will receive appropriate training in the Waterbury model prior to evaluating administrators.

The district will incorporate proficiency exercises and checks in its training plans. Evaluators who are not able to demonstrate an acceptable standard of proficiency will be paired and coached with proficient evaluators until such time as they are able to meet the standard.

The district recognizes its obligations to the law and as such will comply with legislated reporting and auditing processes.

Improvement and Remediation Plans

Administrators whose performance is rated as ineffective (see definitions of effectiveness) will require improvement and remediation plans. The improvement and remediation plan should be developed in consultation with the administrator and his/her exclusive bargaining representative.

Improvement and remediation plans must:

- identify resources, support and other strategies to be provided to address documented deficiencies;
- indicate a timeline for implementing such resources, support and other strategies, in the course of the same school year as the plan is

- issued; and
- Include indicators of success including a summative rating of proficient or better at the conclusion of the improvement and remediation plan.

Career Development and Growth

Administrators who are rated as exemplary through the evaluation process should have opportunities for career development and professional growth. Examples of such opportunities include, but are not limited to: observation of peers; mentoring early-career administrators; participating in development of administrator improvement and remediation plans for peers whose performance is developing or below standard; leading district-wide committees or initiatives; differentiated career pathways; and focused professional development based on goals for continuous growth and development.

Leadership Practice Related Indicators

The Leadership Practice Related Indicators evaluate the administrator's knowledge of a complex set of skills and competencies and how these are applied in leadership practice. It is comprised of two components:

- Observation of Leadership Practice, which counts for 40%; and
- Stakeholder Feedback, which counts for 10%.

Component #1: Observation of Leadership Practice (40%)

An assessment of an administrator's leadership practice – by direct observation of practice and the collection of other evidence – is 40% of an administrator's summative rating

Leadership practice is described in the Common Core of Leading - Connecticut School Leadership Standards (CCL-CSLS) adopted by the Connecticut State Board of Education in June of 2012, which use the national Interstate School Leaders Licensure Consortium (ISLLC) standards as their foundation and define effective administrative practice through six performance expectations.

1. **Vision, Mission and Goals:** Education leaders ensure the success and achievement of all students by guiding the development and implementation of a shared vision of learning, a strong organizational mission and high expectations for student performance.

2. **Teaching and Learning:** Education leaders ensure the success and achievement of all students by monitoring and continuously improving teaching and learning.
3. **Organizational Systems and Safety:** Education leaders ensure the success and achievement of all students by managing organizational systems and resources for a safe, high-performing learning environment.
4. **Families and Stakeholders:** Education leaders ensure the success and achievement of all students by collaborating with families and stakeholders to respond to diverse community interests and needs and to mobilize community resources.
5. **Ethics and Integrity:** Education leaders ensure the success and achievement of all students by being ethical and acting with integrity.
6. **The Education System:** Education leaders ensure the success and achievement of all students and advocate for their students, faculty and staff needs by influencing systems of political, social, economic, legal and cultural contexts affecting education.

The new *CT Leader Evaluation and Support Rubric 2015* is based on these standards, but consolidates the six performance expectations into four domains for the purpose of describing essential and crucial aspects of a leader's practice.

In 2015, the CSDE convened a committee that included an extensive group of practicing administrators and superintendents representative of various school districts and educational organizations throughout Connecticut. The committee reviewed work that was currently in progress by other organizations as well as research regarding a rubric for the observation of administrator performance and practice. With a focus on creating a tool that aligns with the CCL-CSLS as well as school and district improvement processes and that can be used to support continuous growth and development of administrators, the committee developed an improved *CT Leader Evaluation and Support Rubric 2015*. The Rubric is organized into four domains, each with two or three indicators of leadership practice. To assist in identifying areas of strength and areas in need of development, each indicator includes attributes with descriptors across four levels of performance. An added feature to the rubric includes examples of potential sources of evidence for each indicator.

Performance Expectation 1: Vision, Mission and Goals:

Element A: High Expectations for All

Element B: Shared Commitments to Implement and Sustain the Vision, Mission and Goals

Element C: Continuous Improvement toward the Vision, Mission and Goals

Performance Expectation 2: Teaching and Learning

Element A: Strong Professional Culture Element B: Curriculum and Instruction Element C: Assessment and Accountability

Performance Expectation 3: Organizational Systems and Safety

Element A: Welfare and Safety of Students, Faculty and Staff Element B: Operational Systems

Element C: Fiscal and Human Resources

Performance Expectation 4: Families and Stakeholders

Element A: Collaboration with Families and Community Members

Element B: Community Interests and Needs

Element C: Community Resources

Performance Expectation 5: Ethics and Integrity

Element A: Ethical and Legal Standards of the Profession

Element B: Personal Values and Beliefs

Element C: High Standards for Self and Others

Performance Expectation 6: The Education System

Element A: Professional Influence

Element B: The Educational Policy Environment

Element C: Policy Engagement

Domain 1: Instructional Leadership

Indicator 1.1 Shared Vision, Mission and Goals Indicator 1.2 Curriculum, Instruction and Assessment Indicator 1.3 Continuous Improvement

Domain 2: Talent Management

Indicator 2.1 Recruitment, Selection and Retention

Indicator 2.2 Professional Learning

Indicator 2.3 Observation and Performance Evaluation

Domain 3: Organizational Systems Indicator 3.1 Operational Management

Indicator 3.2 Resource Management

Domain 4: Culture and Climate

Indicator 4.1 Family, Community and Stakeholder Engagement

Indicator 4.2 School Culture and Climate

Indicator 4.3 Equitable and Ethical Practice

The four performance levels are:

Exemplary: The Exemplary Level focuses on the concepts of developing capacity for action and leadership beyond the individual leader. Collaboration and involvement from a wide range of staff, students and stakeholders is prioritized as appropriate in distinguishing Exemplary performance from Proficient performance.

Proficient: The rubric is anchored at the Proficient Level using the indicator language from the Connecticut School Leadership Standards.

Developing: The Developing Level focuses on leaders with a general knowledge of leadership practices but practices are not sufficiently developed so as to lead to consistently positive results.

Below Standard: The Below Standard Level focuses on a limited understanding of leadership practices and general inaction on the part of the leader.

Strategies for Using the Leadership Evaluation Rubric

Assigning ratings for each performance expectation:

Administrators and evaluators will not be required to complete this rubric at the Indicator level for any self-assessment or evaluation process. Evaluators and administrators will review performance and complete evaluation detail at the **Domain** level. They may use the indicator level for more detailed discussions.

Making judgments about administrator practice:

In some cases, evaluators may find that a leader demonstrates one level of performance for one concept and a different level of performance others. In those cases, the evaluator will use judgment to decide on the overall level of performance.

Assessing the practice of administrators other than principals:

The SEED guidelines do not include rubrics specifically developed for other administrative positions. The leadership evaluation rubric will be used as applicable. Other ratings will be generated by evaluating evidence directly against the Connecticut School Leadership Standards.

Arriving at a Leadership Practice Summative Rating

Summative ratings are based on the evidence for each Domain in the *CT Leader Evaluation and Support Rubric 2015*. Evaluators observe the administrator's leadership practice and collect artifacts of the administrator's performance related to the four domains of the rubric. Specific attention is paid to leadership performance areas identified as needing development.

This is accomplished through the following steps, undertaken by the administrator being evaluated and by the evaluator completing the evaluation:

The administrator and evaluator meet for a Goal-Setting Conference to identify focus areas for development of the administrator's leadership practice.

1. The administrator collects evidence about his/her practice and the evaluator collects evidence about administrator practice with a particular emphasis on the identified focus areas for development. **Evaluators of administrators must conduct at least two school site observations for any administrator and should conduct at least four school site observations for administrators who are new to their district, school, the profession or who have received ratings of *developing* or *below standard*.**
2. The administrator and evaluator hold a Mid-Year Formative Conference with a focused discussion of progress toward proficiency in the focus areas identified as needing development.

3. Near the end of the school year, the administrator reviews all information and data collected during the year and completes a summative self-assessment for review by the evaluator, identifying areas of strength and continued growth, as well as progress on the focus areas.
4. The evaluator and the administrator meet to discuss all evidence collected to date. Following the conference, the evaluator uses the preponderance of evidence to assign a summative rating of *exemplary*, *proficient*, *developing* or *below standard* for each domain. Then the evaluator assigns a total practice rating based on the criteria in the chart below and generates a summary report of the evaluation before the end of the school year.

Principals:

Exemplary	Proficient	Developing	Below
Exemplary on Instructional Leadership +	At least Proficient on Instructional Leadership +	At least Developing on Instructional Leadership +	Below Standard on Instructional Leadership
Exemplary on at least 2 other Domains +	At least Proficient on 2 other Domains +	At least Developing on 2 other Domains	Below Standard on the 3 other Domains
No rating below Proficient on any Domain	No rating below Developing on any Domain		

Assistant Principals Central Office Administrators and Other School-Based Administrators:

Exemplary	Proficient	Developing	Below
Exemplary on at least half of measured Domains +	At least Proficient on a majority of Domains +	At least Developing on a majority of Domains	Below Standard on at least half of Domains
No rating below Proficient on any Domains	No rating below Developing on any Domain		

Stakeholder Feedback (10%)

Stakeholder Feedback comprises 10% of teacher evaluation and 10% of administrator evaluation.

The Waterbury Public Schools will use surveys in order to gather feedback from both teachers and parents. The surveys will be used to help teachers and administrators identify the areas of their practice that could be improved.

Survey Background

The Waterbury Public Schools had already begun development of stakeholder surveys under a district-wide improvement initiative when SEED guidelines became available. Because this work involved wide stakeholder involvement and was intended for use in school improvement, the district elected to continue the development and adaptation of these surveys for the purpose of educator evaluation.

The following outlines steps that the Educator Evaluation Committee has planned and begun in order to ensure usefulness, validity, reliability, and fairness:

- The educator evaluation committee applied their expertise in analyzing each question for validity. Some questions were purged and some were rewritten.
- The evaluation committee performed an alignment check on the surveys with the Connecticut School Leadership Standards. They found all six domains represented in both the parent and the teacher survey.
- The evaluation committee engaged the School Governance Councils in trials and reviews of usefulness in supporting school improvement efforts. They used the results to further refine the validity of questions as well as the clarity of directions, fairness, and usefulness.
- The committee recognizes that confirming validity, reliability, usefulness, and fairness will happen over time and that the surveys are subject to future revision.

Survey Administration

The Educator Evaluation Committee recognizes that the best method of administering surveys may vary from level to level and school to school. Therefore, it has built flexibility and discretion into the administration of the survey. There are only a limited number of requirements.

Requirements for the administration of surveys:

1. They must be anonymous
2. They must be administered in the spring semester
3. There must be a cover message from the principal/administrator that clearly informs stakeholders of procedures and purposes associated with the survey.

Among the strategies that they can consider for parent surveys are the following:

- Administering at an open house or other event that attracts large numbers of parents
- Mailing surveys to all families (one per household)
- Offering electronic options
- Mailing postcards that offer a menu of options
- Using the IRIS system to notify parents
- Creating incentives for survey return

Among the strategies that they can consider for teacher surveys are the following:

- Distribution via faculty mailboxes
- Electronic distributions
- Electronic response options
- Faculty meeting distributions
- Return locations that assure anonymity and security

Survey Analysis

Principals will analyze the results of the surveys for two purposes:

1. To analyze parent survey responses for stakeholder goal options for teachers and themselves.
2. To analyze teacher survey responses for stakeholder goal options for themselves.

Depending on the volume of responses and the availability of funding sources, principals may seek assistance from the IT department or an outside vendor in tabulating and providing an analysis of results.

Principals will engage School Governance Councils in the process of analyzing and utilizing stakeholder feedback as appropriate.

In that surveys should be continually improved over time, principals should report problems with individual questions or survey design to the teacher evaluation committee for review and possible modification.

Administrator Stakeholder Feedback Guide

Topic	Description
<i>Designation of Stakeholders</i>	Parents and Teachers
<i>Tool for Gathering Stakeholder Feedback</i>	Parent and Teacher Surveys Developed by District (appendix)
<i>Utilization of Stakeholder Feedback</i>	Administrator will select an area for targeted improvement from the teacher and/or parent feedback. (For central office stakeholders, feedback will be from stakeholders they directly serve.)
<i>Standard for Demonstrating Improvement</i>	50% based on measurable evidence of improvement 50% based on implementation of improvement strategies
<i>Rating of Stakeholder Feedback Category</i>	<u>Exemplary</u> =evidence of exceeding the target set for measurable evidence of improvement AND evidence of successful implementation of an ambitious set of

	<p>improvement strategies.</p> <p><u>Proficient</u>=evidence of meeting the target set for measureable evidence (within 10% either way) AND evidence of successful implementation of a reasonable set of improvement strategies.</p> <p><u>Developing</u>=evidence of substantially meeting the target set for measureable evidence (over 50% achievement of target) and evidence of substantial implementation of improvement strategies.</p> <p><u>Below Standard</u>=evidence shows less than 50% attainment of measurable target AND only partial implementation of improvement strategies.</p> <p><i>When evidence splits between ratings for measurable improvement and strategies, an overall judgment of attainment will be applied to assign the rating.</i></p>
<i>Timeline of Key Events</i>	<p><u>Spring</u>-Administration of parent and teacher surveys (dates and administration to be determined by building administrator based on plan to maximize survey return).</p> <p>Review of feedback and selection of target for improvement. Engage School Governance Council in process.</p> <p><u>Summer</u> -Setting of target for improvement and outlining of improvement strategies in goal setting conference with evaluator.</p> <p><u>Mid-year</u>- At scheduled mid-year conference meeting with evaluator, discuss progress in implementing strategies and any evidence that may forecast measureable improvement. Discuss any revisions that are in order.</p> <p><u>Spring</u>- Survey stakeholders to determine if improvement target has been met.</p> <p><u>Spring</u>- Add evidence of improvement and evidence of strategy implementation to self-assessment document.</p> <p><u>Prior to Close of School</u>- Final conference with evaluator followed by rating assignment by evaluator.</p>

Student Learning (45%)

Student learning is assessed in equal weight by: (a) performance and progress on the academic learning measures in the state's accountability system for schools (School Performance Index-SPI) and (b) performance and growth on locally-determined measures (SLOs). Each of these measures will have a weight of 22.5% and together they will account for 45% of the administrator's evaluation.

Should a School Performance Index not be available, the entire 45% of an administrator's Student Learning rating will be based on the administrator's SLOs.

STATE MEASURES OF ACADEMIC LEARNING (22.5%)

Currently, the state's accountability system includes two measures of student academic learning:

School Performance Index (SPI) progress – changes from baseline in student achievement on Connecticut's standardized assessments [Connecticut Mastery Test (CMT) and the Connecticut Academic Performance Test (CAPT)].

SPI progress for student subgroups – changes from baseline in student achievement for subgroups on Connecticut's standardized assessments.

Evaluation ratings for administrators on these state test measures are generated as follows:

Step 1: Ratings of SPI Progress are applied to give the administrator a score between 1 and 4, using the table below:

SPI Progress (all students and subgroups)

SPI \geq 88	Did not Maintain.	Maintain		
	1	4		
SPI<88	<50% target progress	50-99% target progress	100-125% target progress	>125% target progress
	1	2	3	4

Step 2: Each subgroup* receives a weighting of 10% (up to a maximum of 5 subgroups). The weight of the whole school score is 100%-the total weights of subgroups.

Sample for school with three subgroups:

Factor	Weighting
Whole School	70%
Black Subgroup	10%
Free & Reduced Subgroup	10%
Students with Disabilities Subgroup	10%

*Subgroup(s) must exist in year prior and in year of evaluation

Step 3: The weighted scores in each category are summed, resulting in an overall state test rating that is scored on the following scale:

Exemplary	Proficient	Developing	Below Standard
At or above 3.5	2.5 to 3.4	1.5 to 2.4	Less than 1.5

All protections related to the assignment of school accountability ratings (e.g., the minimum number of days a student must be enrolled in order for that student's scores to be included in an accountability measure) shall apply to the use of state test data for administrator evaluation.

For any school that does not have tested grades (such as a K-2 school), the entire 45% of an administrator's rating on student learning indicators is based on the locally-determined indicators described below.

LOCALLY-DETERMINED MEASURES (22.5%)

Administrators establish **two** student learning objectives (SLOs). In selecting objectives and measures, certain parameters apply:

- All must align to Connecticut learning standards. In instances where there are no such standards that apply to a subject/grade level, districts must provide evidence of alignment to research-based learning standards.
- At least one of the measures must focus on student outcomes from subjects and/or grades not assessed on state-administered assessments.
- For administrators in high school, one measure must include the cohort

graduation rate and the extended graduation rate, as defined in the State's approved application for flexibility under the Elementary and Secondary Education Act. (All protections related to the assignment of school accountability ratings for cohort graduation rate and extended graduation rate shall apply to the use of graduation data for principal evaluation.)

- For administrators assigned to a "school in review" or "turnaround" status, indicators must align with the performance targets set out in the school's mandated improvement plan.

Chart Showing SLO Requirements by Position

	SLO 1	SLO 2
Elementary or Middle School Principal	Non-tested subjects or grades	Broad discretion
High School Principal	Graduation (this meets requirement for non-tested grades and subjects)	Broad discretion
Elementary or Middle School Assistant Principal	Non-tested subjects or grades	Broad discretion: Indicators may focus on student results from a subset of teachers, grade levels, or subjects consistent with the job responsibilities of the assistant principal being evaluated.
High School Assistant Principal	Graduation (this meets requirement for non-tested grades and subjects)	Broad discretion: Indicators may focus on student results from a subset of teachers, grade levels, or subjects consistent with the job responsibilities of the assistant principal being evaluated.
Central Office Administrators	Non-tested grades/subjects.	Broad Discretion

Beyond these parameters, administrators have broad discretion in selecting indicators, including, but not limited to:

- Student performance or growth on state-administered assessments and/or district-adopted assessments not included in the state accountability measures (e.g., commercial content area assessments, Advanced Placement

examinations, International Baccalaureate examinations).

- Students' progress toward graduation in the school using strong predictive indicators, including but not limited to 9th and/or 10th grade credit accumulation and/or the percentage of students that pass 9th and/or 10th grade subjects most commonly associated with graduation.
- Students' performance or growth on school-or classroom-developed assessments in subjects and grade levels for which there are not available state assessments.

Examples of student learning objectives and indicators of growth are in the chart below:

Grade Level	Student Learning Objective	Indicators of Growth
2 nd Grade	Second grade students who stay in my school from September to May will show adequate growth in reading	80% of the second grade students who remain in my school from September –May will show at least one year of growth on the MAP (NWEA)
Middle School	Students will demonstrate understanding of the inquiry process in Science.	78% of students will attain at least the proficient or higher level on the CMT section concerning science inquiry
High School	A high % of tenth grade students will remain on track for graduation in no more than four years.	95% of students will complete tenth grade with 12 credits.

The process for selecting measures and creating SLOs should strike a balance between alignment to district student learning priorities and a focus on the most significant school-level student learning needs.

Steps for Implementing the Locally Determined Measures of Academic Learning

- The administrator reviews district and school priorities as well as available data. The administrator engages stakeholders in crafting an improvement plan that includes clear student learning targets.
- The administrator chooses student learning priorities for her/his own evaluation that are aligned with the priorities and plan identified in the first step.
- The administrator develops SLOs including appropriate indicators of measurement. These must be consistent with the requirements charted above.
- The administrator shares the SLOs with her/his evaluator, informing a conversation designed to ensure that:
 - The objectives are adequately ambitious
 - There is adequate data that can be collected to make a fair judgment about whether the administrator met the established objectives
 - The objectives are based on relevant data
 - Appropriate professional resources are available to support the administrator in meeting the targets.
- The administrator implements strategies and brings data to the mid-year conference with the evaluator. Adjustments are made as necessary and appropriate.

The administrator provides data on the attainment of the SLOs prior to the final conference with the evaluator.

1. The evaluator determines the degree of attainment for each SLO and applies the results to the chart below to determine the ratings for the *Locally Determined Measures of Academic Achievement*.

Exemplary	Proficient	Developing	Below Standard
Met two objectives and substantially exceeded the target on at least one.	Met two objectives.	Met one objective and made substantial progress on the other.	Met 0 objectives or met one objective and did not make substantial progress on the other.

Determining the Overall Student Learning Rating

State Measures (22.5%) + Local Measures (22.5%) = Overall Student Learning Rating

The overall student learning rating is determined by plotting the ratings on the state and locally determined measures.

		STATE	MEASURES OF	STUDENT	LEARNING
		Exemplary	Proficient	Developing	Below Standard
LOCALLY DETERMINED	Exemplary	Exemplary	Exemplary	Proficient	Gather more information
	Proficient	Exemplary	Proficient	Proficient	Developing
	Developing	Proficient	Proficient	Developing	Developing
	Below standard	Gather more information	Developing	Developing	Below Standard

In the absence of state testing/SPI, the local measures of student learning will constitute the entire Student Learning Rating.

Teacher Effectiveness (5%)

Teacher effectiveness constitutes 5% of an administrator's evaluation. The teacher effectiveness measure is an aggregation of teachers' student learning objectives (SLOs).

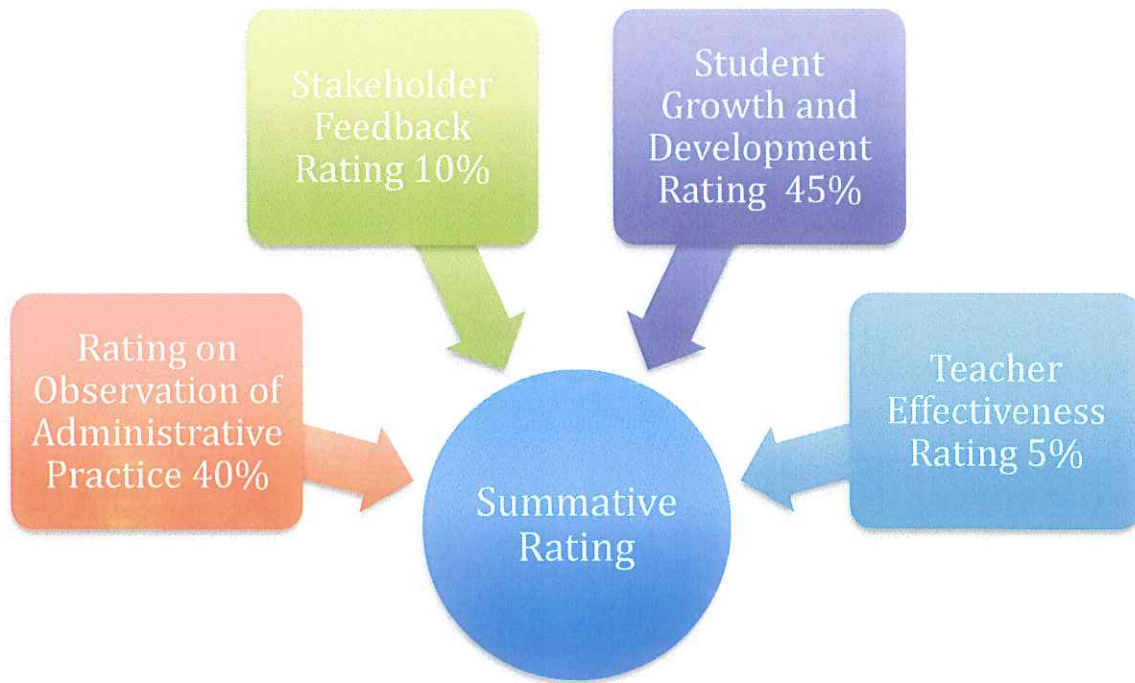
Steps in Determining the Teacher Effectiveness Rating

1. The administrator completes the rating of all SLO's for teachers in his/her building or unit.
2. The administrator determines what percent of teachers attained each of the four ratings (exemplary/proficient/developing/below standard).
3. The administrator shares the information with the evaluator.
4. The following table is used to determine the teacher effectiveness rating for the administrator.

Exemplary	Proficient	Developing	Below Standard
>80% of teachers are rated proficient or exemplary on the student growth portion of their evaluation	>60% of teachers are rated proficient of exemplary on the student growth portion of their evaluation	>40% of teachers are rated proficient of exemplary on the student growth portion of their evaluation	>40% of teachers are rated proficient of exemplary on the student growth portion of their evaluation

Summative Administrator Evaluation Rating

Administrators are rated in each of the four categories of the administrator evaluation model and subsequently receive a summative rating for their performance.



The categories are paired into the divisions of Administrator Practice and Student Outcomes.

Administrator Practice = *Observation of Administrator Practice and Stakeholder Feedback.*

Student Outcomes = *Student Growth and Development and Teacher Effectiveness*

Each administrator shall annually receive a summative rating in one of four levels:

Exemplary	• Substantially exceeding indicators of performance
Proficient	• Meeting indicators of performance
Developing	• Meeting some indicators of performance but not others
Below Standard	• Not meeting indicators of performance

Determining Summative Ratings

The process for determining summative evaluation ratings has three steps:

- (1) Determining a practice rating,
- (2) Determining an outcomes rating and
- (3) Combining the two into an overall rating using the summative matrix.

Step 1: Determine an overall practice rating (40% + 10%)

The practice rating derives from an administrator's performance on the **four domains** of the Common Core of Leading Evaluation Rubric (CCL) and the one stakeholder feedback target. The observation of administrator performance and practice counts for 40% of the total rating and stakeholder feedback counts for 10% of the total rating. Simply multiply these weights by the component scores to get the category points. The points are then translated to a rating using the rating table below.

Example

Component	Score	Weight	Points
Observation of Practice	2	40	80
Stakeholder Feedback	3	10	30
		Total	110

Points	Rating
50-80	Below Standard
81-126	✓ Developing
127-184	Proficient
185-200	Exemplary

Step 2 Determine an overall outcome rating (45%+ 5%)

The outcomes rating is derived from student learning and teacher effectiveness outcomes. Simply multiply these weights by the component scores to get the category points. The points are then translated to a rating using the rating table.

Example

Component	Score	Weight	Points
Student Learning	3	45	135
Teacher Effectiveness	2	5	10
		Total	145

Points	Rating
50-80	Below Standard
81-126	Developing
127-184	✓ Proficient
185-200	Exemplary

Step 3: Apply the overall Practice and Outcome Ratings in the Summative Matrix Below

Administrator Outcome Summative Rating

Administrator Practice Summative Rating

	4	3	2	1
4	Exemplary	Exemplary	Proficient	**
3	Exemplary	Proficient	Proficient	Developing
2	Proficient	Proficient	Developing	Developing
1	**	Developing	Developing	Below Standard

***If the two focus areas are highly discrepant (e.g., a rating of exemplary for Administrator Practice and a rating of below standard for Student Outcomes), then the evaluator should examine the data and gather additional information in order to make a summative.*

Summative ratings must be completed for all administrators by June 30 of a given school year. Should state standardized test data be anticipated but not available at the time of a final rating, a rating must be completed based on evidence that is available. When the summative rating for an administrator may be significantly impacted by state standardized test data, the evaluator may recalculate the administrator's summative rating when the data is available and submit the adjusted rating no later than September 15. These adjustments should inform goal setting in the new school year.

Definitions of Effectiveness and Ineffectiveness

Waterbury has adopted the following definitions of effectiveness and ineffectiveness:

Educator Category	Definition of Effectiveness	Definition of Ineffectiveness
Novice-Years 1-2	Summative ratings of developing or better	Summative rating of below standard
Novice Year 3	At least one summative rating of proficient or better in years 1-3 and no summative rating less than developing	Summative rating of below standard
Novice Year 4	Two summative ratings of proficient or better, one of which must be in year 4 and no summative rating less than developing	Below standard summative rating OR More than two developing summative ratings in years 1-4
Experienced Educator New to District Year 1	Summative rating of developing or better	Below standard summative rating
Experienced Educator New to District Year 2	At least one summative rating of proficient or better (other summative rating must be at least developing)	Below standard summative rating OR Two consecutive summative ratings of developing
Post-Tenure Educator	A pattern of summative ratings of proficient or better with no two consecutive ratings of developing	Summative rating of below standard OR Two consecutive summative ratings of developing

Dispute-Resolution Process

A panel, composed of the superintendent or designee, the administrator's union president and a neutral third person, shall resolve disputes where the evaluator and administrator cannot agree on focus areas, targets, objectives, the evaluation period, feedback on performance and practice, or the final summative rating. Resolutions must be topic-specific and timely. Should the process established not result in resolution of a given issue, the determination regarding that issue will be made by the superintendent.

APPENDIX

Administrator Evaluation Plan

Connecticut School Leadership Standards

Parent Survey (Revised)

Teacher Survey (Revised)

List of Waterbury Standardized Assessments

Forms to aid the process can be found in the implementation guidelines packet developed for evaluators.

Parent Survey -Waterbury Public Schools

Directions:

Thank you for taking the time to fill out our survey. We need information for school improvement planning. If you have several children in this school, think of one of them as you respond. This is an anonymous survey.

Please check your level of agreement with each

1. The school clearly communicates its expectations for my child's learning to my child and to me
☐Strongly Agree ☐Agree ☐Unsure ☐Disagree ☐Strongly Disagree
2. I am satisfied with the opportunities to be involved in my child's education.
☐Strongly Agree ☐Agree ☐Unsure ☐Disagree ☐Strongly Disagree
3. The principal(s), supervisors and teachers are accessible.
☐Strongly Agree ☐Agree ☐Unsure ☐Disagree ☐Strongly Disagree
4. The school principal(s) consistently addresses and follows through on student issues.
☐Strongly Agree ☐Agree ☐Unsure ☐Disagree ☐Strongly Disagree
5. I am satisfied with the timeliness of response I get when I contact my child's school with questions or concerns.
☐Strongly Agree ☐Agree ☐Unsure ☐Disagree ☐Strongly Disagree
6. My child's teacher gives helpful comments on homework, classwork, and tests.
☐Strongly Agree ☐Agree ☐Unsure ☐Disagree ☐Strongly Disagree
7. The teachers and principal(s) keep me informed about my child's academic progress.
☐Strongly Agree ☐Agree ☐Unsure ☐Disagree ☐Strongly Disagree
8. Teachers and the principal(s) make available information about what your child is studying in school.
☐Strongly Agree ☐Agree ☐Unsure ☐Disagree ☐Strongly Disagree
9. I feel welcome at my child's school.
☐Strongly Agree ☐Agree ☐Unsure ☐Disagree ☐Strongly Disagree
10. My school offers meeting times that work for my schedule if I ask.
☐Strongly Agree ☐Agree ☐Unsure ☐Disagree ☐Strongly Disagree
11. My school provides interpreters for meetings if needed.
☐Strongly Agree ☐Agree ☐Unsure ☐Disagree ☐Strongly Disagree

12. I attend meetings and conferences at school.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

13. Adults at school treat my child with respect.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

14. The staff at this school treats me with respect.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

15. My child's school is clean.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

16. There is a person or a program in my school that helps students resolve conflicts.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

17. This school is sensitive to issues regarding race, gender, sexual orientation and disabilities.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

18. Crime and violence are a problem at my child's school.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

19. There is inappropriate physical contact or gestures among students at my child's school.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

20. Students treat other students with respect at my child's school.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

Thank you for completing the survey. Please submit at this time.

Teacher Survey

Waterbury Public Schools

Directions:

Thank you for taking the time to fill out this survey. There are no right or wrong answers. Read each statement carefully and respond based on how you feel. This is an anonymous survey.

Please check your level of agreement with each

1. My school has high academic expectations for all students.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
2. Teachers in this school set high standards for student academic work in their classes.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
3. Teachers in this school use student data to improve instructional decisions.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
4. Up-to-date instructional technology is readily available for teachers' use.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
5. Instructional materials are in good condition.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
6. I have the materials needed to teach.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
7. Collaboration among teachers is encouraged at this school.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
8. The administrative team has confidence in the expertise of the teachers.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
9. Administrators let staff know what is expected of them.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
10. Administrators invite teachers to play a meaningful role in setting goals and making decisions.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

11. The administrative team visits classrooms to observe the quality of teaching at this school.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
12. Administrators give regular and helpful feedback about my teaching.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
13. I feel supported by my assistant principal.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
14. Administrators provide teachers with ample time to complete professional responsibilities in the normal school day.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
15. Teachers at my school work together to improve their instructional practice.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
16. Interactions among teachers in this school are constructive and professional.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
17. Teachers at this school trust and respect their administrators.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
18. There is a clear mission at this school.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
19. In this school there is open and honest communication on important school issues.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
20. Obtaining information from parents about student needs is a priority at my school.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
21. Teachers and administrators in my school use information from parents to improve instructional practices and meet student learning needs.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
22. My school effectively communicates with parents when students misbehave.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree
23. It is difficult to overcome language or cultural barriers at my school.
☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

24. Parents at my school are given the opportunity to become involved in classrooms and the school.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

25. Student contact information is readily available two weeks prior to the start of the school year.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

26. The school environment is conducive to learning.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

27. Order and discipline are consistently maintained.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

28. I can get help at my school to address student behavior and discipline problems.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

29. Adults at my school treat students with respect.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

30. Students at my school treat adults with respect.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

31. Parents treat adults at this school with respect.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

32. There is a person or program in my school that helps students resolve conflicts.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

33. My school is kept clean.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

34. The school is sensitive to issues regarding race, gender sexual orientation and disabilities.

☐ Strongly Agree ☐ Agree ☐ Unsure ☐ Disagree ☐ Strongly Disagree

Please note a scale change for the following questions:

How often. . .

35. Do you have conversations or correspond with parents about student behavior?
___Very often ___Often ___Sometimes ___Rarely ___Never

36. Have you attempted to have a conversation with a parent but failed because you were not able to contact the parent or the parent did not respond or attend?

☐ Very often ☐ Often ☐ Sometimes ☐ Rarely ☐ Never

37. Have you communicated with parents about their children's progress in class?

☐ Very often ☐ Often ☐ Sometimes ☐ Rarely ☐ Never

38. Have you sent home information on how parents can help students learn at home?

☐ Very often ☐ Often ☐ Sometimes ☐ Rarely ☐ Never

39. Have you sent parents written information on what students are expected to learn?

☐ Very often ☐ Often ☐ Sometimes ☐ Rarely ☐ Never

Thank you for completing the survey. Please submit at this time.



Request for Amendment to 2015-16 CSDE-Approved Educator Evaluation and Support Plan

The Talent Office's Bureau of Educator Effectiveness and Professional Learning at the CT State Department of Education (CSDE) is committed to supporting each local educational agency (LEA) in the refinement and continuous improvement of its CSDE-approved Educator Evaluation and Support Plan. As outlined in Section 1.3: Evaluation Approval Process of the *Connecticut Guidelines for Educator Evaluation*, educator evaluation and support plans or revisions to such plans must be approved by the CSDE prior to implementation. If an LEA needs to make revisions to their plan after it has been approved by the CSDE, they must submit a request for amendment to the CSDE for review and approval.

To request an amendment, please complete the form below and submit it, along with a copy of your plan with all changes highlighted to the CSDE consultant assigned to your region: Sharon Fuller- sharon.fuller@ct.gov – (LEARN, CES, EDUCATION CONNECTION) or Kimberly Audet- kimberly.audet@ct.gov – (ACES, EASTCONN, CREC)

LEA: Waterbury Public Schools	Date: 10/5/2015	Phone: 203-574-8016
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Superintendent/Director: Dr. Kathleen M. Ouellette	Email: kouellette@waterbury.k12.ct.us
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Please provide a brief explanation for your request to amend your 2015-16 CSDE-approved LEA Educator Evaluation and Support Plan:

Administrator Evaluation:

1. **Administrators will have two SLOs instead of three**, using the language from 2014-2015. The following changes are made, including reverting back to the agreed upon rubric reflecting two SLOs:
 - a. Changes on page 20, 21 and 23 (rubric change)
2. **Extend goal setting from September 30 to October 15**
 - a. Change on page 6, 7
3. Changes have been made to reflect the new **Common Core of Leading Rubric**, including the rubric to rate at the end of year conferences (this reflects language change and reduction of domains).
 - a. Change on page 5, 10, 11, 12, 13, 14 (rubric change) and 27

Exemplary	Proficient	Developing	Below Standard
Met 2 objectives and substantially exceeded the target on at least one.	Met 2 objectives.	Met 1 objective and made substantial progress on the other.	Met 0 objectives or met one objective and did not make substantial progress on the other.

Exemplary	Proficient	Developing	Below Standard
Exemplary on Teaching and Learning Instructional Leadership +	At least Proficient on Teaching and Learning Instructional Leadership +	At least Developing on Teaching and Learning Instructional Leadership +	Below standard on Teaching and Learning Instructional Leadership
Exemplary on at least 2 other performance expectations domains	At least Proficient on at least 2 other performance expectations domains	At least Developing on at least 2 other performance expectations domains	OR

+	No rating below Proficient on any performance expectations domain	+	No rating below Developing on any performance expectations domain		Below standard on at least three 3 other performance expectations domains
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Note: Section [10-151b](#) of the state general statutes requires the: Involvement of the Professional Development and Evaluation Committee in the development and updating of LEA Educator Evaluation and Support Plans; and CSDE approval of LEA Educator Evaluation and Support Plans. As such, I confirm (acknowledge) the following:

As such, I confirm (acknowledge) the following:

<p>X MUTUAL AGREEMENT HAS BEEN REACHED</p> <p>I have read the above notice regarding 10-151b and acknowledge that the local or regional board of education and the Professional Development and Evaluation Committee reached mutual agreement on the amended 2015-16 Educator Evaluation and Support Plan. Upon receiving CSDE approval, the amended plan will be adopted by the local or regional board of education prior to implementation.</p>	<p><input type="checkbox"/> MUTUAL AGREEMENT HAS NOT REACHED; LOCAL OR REGIONAL BOE DECISION (** the sequence below must be followed)</p> <p>I have read the above notice regarding 10-151b and acknowledge that mutual agreement was not reached between the Professional Development and Evaluation Committee and the local or regional board of education, and the local or regional board of education made the final decision based on the sequence outlined below. Upon receiving CSDE approval, the amended plan will be adopted by the local or regional board of education prior to implementation.</p>
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Superintendent's signature: Karen M. Ansell Date: Oct. 5, 2015
Connecticut General Statute 10-151b:

**** "If a local or regional board of education is unable to develop a teacher evaluation and support program through mutual agreement with such professional development and evaluation committee, then such board of education and such professional development and evaluation committee shall consider the model teacher evaluation and support program adopted by the State Board of Education, pursuant to subsection (c) of this section, and such board of education may adopt, through mutual agreement with such professional development and evaluation committee, such model teacher evaluation and support program. If a local or regional board of education and the professional development and evaluation committee are unable to mutually agree on the adoption of such model teacher evaluation and support program, then such board of education shall adopt and implement a teacher evaluation and support program developed by such board of education, provided such teacher evaluation and support program is consistent with the guidelines adopted by the State Board of Education, pursuant to subsection (c) of this section. Each local and regional board of education may commence implementation of the teacher evaluation and support program adopted pursuant to this subsection in accordance with a teacher evaluation and support program implementation plan adopted pursuant to subsection (d) of this section (section 10-151b).**

#14

REQUEST FOR FIELD TRIP

Revised 07/17/13

ALL FIELD TRIP FORMS MUST BE FAXED (203-574-8010) OR EMAILED TO THE
SCHOOL'S INSTRUCTIONAL LEADERSHIP DIRECTOR.
ALL FIELD TRIPS REQUEST MUST INCLUDE THE APPROPRIATE COVER SHEET

☒ OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP

☐ IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP

This request must be approved prior to collecting or committing any funds such as down payments or making definite arrangements.

Date Submitted: 19 October 2015

Name of Travel Agency (if applicable): Studio Arcobaleno

1) Requested by: Mary-Ann Sagnella, Phd J. F. Kennedy High School 9-12/ Italian

Name of Staff Member

School

Grade level/Subject

2) How many students? 25 (may be fewer)

3) Name of destination: Italy: Venice – Murano – Pisa – Florence - Rome

4) City/State of destination: Venice, Italy (arrival); Rome, Italy (departure)

5) Departure: Saturday 16 April 2016 3 p.m.
Day Date Time

6) Return: Sunday 24 April 2016 3 p.m.
Day Date Time

7) Is school in session during this field trip? No

8) What unit in the curriculum does this field trip support?

This is a cultural exchange and as such, it covers all units of the World Language curriculum.

9) What are the Common Core State Standards this field trip supports?

Standard 1: Communication – Students will engage in conversation with their Italian peers;
Standard 4: Cultures – students will gain a deeper understanding of Italian customs and traditions;
Standards 7 & 8: Comparisons – students will compare their own culture and language to those of the target language culture. Standard 9 – Communities beyond the American frontier.

10) What are the guiding questions from the curriculum this field trip will answer?

How can we enhance our connections to the Italian language, history and culture through a field study in Italy?

11) What expected performances will be taught by this field trip?

Students will perform global tasks (communication in the target language), increase their knowledge of Italian history, culture and traditions, and improve their comprehension and speaking skills.

12) How will you assess the learning that results from this field trip?

Students will keep a travel journal in the target language and present their observations in class.

13) Explain what educational value this field trip offers the students:

Students will recognize and adapt to cultural differences as they become global citizens.

14) Transportation: Type/name of Approved PUC Carrier

Airplane – flight to be announced. Travel Agency: Studio Arcobaleno Tour

15) Name(s) and phone number(s) of person(s) responsible for organizing this trip:

Name	Phone Number	Name	Phone Number
1. Mary-Ann Sagnella	203-982-2706	4	
2. Robert Likorama	203-574-8150	5.	
3		6	

16) Name(s) of person(s) supervising students. **NOTE: One (1) chaperone for every ten (10) students.**

Teacher(s) as chaperones: Mary-Ann Sagnella, Robert Likorama; one more teacher TBA

Aides(s) as chaperones:

Parent(s) as chaperones: mother of student Alydia Madera

17) How is this trip financed: (If it's fund raising activities, list the fund raising activities. If it's a grant, give title and number of the grant, student contributions, etc.)

Self-pay

18) What is the approximate cost per pupil for this trip?

\$2750.

19) Is any student excluded from attending this trip? Yes ☐ No ☒ If yes, explain why:

20) What is the approximate cost all chaperones?

3 chaperones will not pay.

21) How many substitutes are necessary? (If none specify) Spring break – no substitutes necessary

Teacher	Subject/Grade	Teacher	Subject/Grade
1.		4.	
2.		5.	
3.		6.	

22) The medication(s) and/or procedure(s), as prescribed by the student(s) physician, will be provided while participating in the field trip

Yes



No



Margaret Owens
Signature of School Nurse

10-19-15
Date

23) This field trip request meets the needs of the BOE policy? Yes ☒ No ☐

Is this field trip recommended? Yes ☒ No ☐

Arrangements for students(s) medial needs have been made Yes ☒ No ☐

[Signature]
Signature of School Principal

10-19-15
Date

CENTRAL OFFICE RESPONSE

24) This field trip request has been reviewed and approved at the Superintendent's level ☒

This field trip request has been reviewed and **is not** approved ☐

[Signature]
Signature of Superintendent/Designee/ILD

10/29
Date

25) This field trip request required Board of Education action for out of state or overnight field trip was approved/denied by the Board of Education during its meeting of _____

[Signature]
Signature of BOE/Designee

10/28/15
Date

A copy of this request, when approved, will be returned to the School Principal.

Carrie Swain

Subject: FW: field trip

From: MARY ANN SAGNELLA
Sent: Monday, November 09, 2015 11:21 AM
To: Carrie Swain
Subject: RE: field trip

The itinerary is as follows:

Day 1: Departure from J.F.K. in New York;
Day 2: Arrival in Venice
Day 3: Murano and tour of Venice
Day 4: Transfer to Florence and Stop in Pisa
Day 5: Renaissance Time in Florence; cultural exchange with a High School in Florence
Day 6: Medieval Time in Florence:
Day 7: Transfer to Rome and visit Coliseum
Day 8: Vatican City
Day 9: Return to the United States.

Please let me know if you need any additional information.

Thank you,

Mary Ann Sagnella

From: Carrie Swain
Sent: Monday, November 09, 2015 11:07 AM
To: MARY ANN SAGNELLA
Subject: field trip

Do you have an itinerary you can email me for your trip to Italy?

Carrie A. Swain, Clerk
Waterbury Board of Education
203.574.8009

The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

REQUEST FOR FIELD TRIP

Revised 07/17/13

ALL FIELD TRIP FORMS MUST BE FAXED (203-574-8010) OR EMAILED TO THE SCHOOL'S INSTRUCTIONAL LEADERSHIP DIRECTOR.

ALL FIELD TRIPS REQUEST MUST INCLUDE THE APPROPRIATE COVER SHEET

☒ **OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP**

☐ **IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP**

This request must be approved prior to collecting or committing any funds such as down payments or making definite arrangements.

Date Submitted: October 22, 2015

Name of Travel Agency (if applicable): N/A

1) Requested by: <u>Debbie Benjamin</u>	<u>WAMS</u>	<u>High School</u>
Name of Staff Member	School	Grade level/Subject

2) How many students? 43

3) Name of destination: NBC Studio Tour, 9/11 Memorial and Museum, Dallas BBQ Restaurant

4) City/State of destination: New York, NY

5) Departure: <u>Tuesday, December 8, 2015</u>	<u>6:45 am</u>
Day	Date

Time

6) Return: <u>Tuesday, December 8, 2015</u>	<u>9:30 pm</u>
Day	Date

Time

7) Is school in session during this field trip? Yes

8) What unit in the curriculum does this field trip support?

Business Education – Marketing, Entrepreneurship, Personal Finance and Accounting

9) What are the Common Core State Standards this field trip supports?

CCSS.ELA-Literacy.RST.11-12.9 Synthesize information from a range of sources (e.g., texts, experiments, simulations) into a coherent understanding of a process, phenomenon, or concept, resolving conflicting information when possible

Students will be able to synthesize textbook lessons and class discussions with information gained from this trip,

10) What are the guiding questions from the curriculum this field trip will answer?

- How has our economy changed over the last 100 years and how has it affected the world of business?
- How do our interactions with other economies affect America?
- What can we do as individuals to learn from the past, engage in the present, and assume responsibility for the future?
- What is the relationship between business and the government?
- What effect do US businesses have on the global marketplace?

11) What expected performances will be taught by this field trip?

Students will be able to expand their knowledge of historical events which have led to the development of our nation and current government practices in a free enterprise system, and how these events have changed America. Students may obtain more insight about future career paths in the arts and technology and will understand some concepts and strategies needed for personal and professional growth in business.

12) How will you assess the learning that results from this field trip?

Students will complete a reflection paper with directed questions upon their return.

13) Explain what educational value this field trip offers the students:

The Memorial and Museum displays artifacts associated with the events of 9/11, while presenting stories of loss and recovery. It allows students to explore the implications of the events of 9/11, the impact of those events and 9/11's continuing significance. Students will become better versed in understanding global issues. Students will be able to view actual NBC Studios where television shows are created and learn about the entire TV production process from the writing process and producing to broadcast. Students actually get to produce a small show in their tour studio. They can use this to compare and contrast to their WAMS experience.

14) Transportation: Type/name of Approved PUC Carrier

Land Jet Coach Bus

15) Name(s) and phone number(s) of person(s) responsible for organizing this trip:

Name	Phone Number	Name	Phone Number
1. Debbie Benjamin	(203) 228-4269	4	
2.		5.	
3		6	

16) Name(s) of person(s) supervising students. **NOTE: One (1) chaperone for every ten (10) students.**

Teacher(s) as chaperones: Debbie Benjamin

Aides(s) as chaperones:

Parent(s) as chaperones: Mrs. Adams, Mrs. Hayes, Mr. Hamel, Mrs. Gannon

17) How is this trip financed: (If it's fund raising activities, list the fund raising activities. If it's a grant, give title and number of the grant, student contributions, etc.)

Bus to be paid by school grant
Student contributions and fundraising from the school store

18) What is the approximate cost per pupil for this trip?

\$65

19) Is any student excluded from attending this trip? Yes ☐ No ☒ If yes, explain why:

20) What is the approximate cost all chaperones?

\$20

21) How many substitutes are necessary? 2 (If none specify)

Teacher	Subject/Grade	Teacher	Subject/Grade
1. Debbie Benjamin	Business	4.	
2. Patricia Theriault	Grade 8	5.	
3.		6.	

22) The medication(s) and/or procedure(s), as prescribed by the student(s) physician, will be provided while participating in the field trip

Yes ☒ No ☐

[Signature]
Signature of School Nurse

10/23/15
Date

23) This field trip request meets the needs of the BOE policy? Yes ☒ No ☐

Is this field trip recommended? Yes ☒ No ☐

Arrangements for students(s) medial needs have been made Yes ☒ No ☐

[Signature]
Signature of School Principal

10/27/2015
Date

CENTRAL OFFICE RESPONSE

24) This field trip request has been reviewed and approved at the Superintendent's level ☒

This field trip request has been reviewed and is ~~not~~ approved ☐

[Signature]
Signature of Superintendent/Designee/ILD

11/4/15
Date

25) This field trip request required Board of Education action for out of state or overnight field trip was approved/denied by the Board of Education during its meeting of _____

[Signature]
Signature of BOE/Designee

11/10/15
Date

A copy of this request, when approved, will be returned to the School Principal.

#16
OK
PL

COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP: Wednesday, November 18, 2015
BOARD MEETING: Wednesday, November 18, 2015

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
Human Resources Cherrie Lamb	Wilby & North End cafes: Sat., Dec. 19th 7:00am-6:00pm (Police officer exam)
C. Swain	WAMS café, atrium, media ctr.: Wed., Jan. 27, 2016 4:30-9:00pm (State Office of Early Childhood Community Forum) (snow date: Monday, Feb. 1, 2016)
Mayor's Office	Kennedy aud.: Friday, Dec. 4, 2015 4:00-9:00 pm (Swearing in ceremony)
Paula Caldarone	Kennedy gym & café: Saturday, Dec. 5, 2015 1:00-5:00pm (Middle Schools boys and girls basketball Jamboree) Crosby gym & café: Sat., Feb. 20, 2016 2:30-6:00pm (Jr. NVL cheerleading and dance competition)
R. Moffo	Generali gym: Monday, Dec. 7, 2015 3:30-7:30pm (annual Winter Family Night) (SnowDate: Tues., Dec. 8, 2015)
M. Vagnini	WAMS: Dec. 16th & 17th 6:00-8:30pm (Winter Choral Concert) (concert to be held in the Palace Theater)
D. Monti	Reed café: Thursday, Nov. 19th 5:00-7:00pm (Family Math Night)
R. McDonald	Career Academy gym: 11/30/15-3/15/16 Monday thru Friday 2:00-9:00pm and Saturdays 8:00am-1:00pm (Varsity, JV and freshman basketball & cheerleading) Career Academy gym: 11/15/15-3/15/16 Sundays 2:00-8:00pm And 12/24-1/1/16 and 1/6 & 1/18 8:00am-2:00pm
M. Case	WAMS recital hall: Monday, Dec. 21, 2015 6:00-9:30pm (Concert)
Blue Collar Union	Kennedy aud.: Sunday, Dec. 6th 9am-noon (membership meeting)
P. Sterling	WAMS art rms.: Tues., Dec. 15th 5:45-9:30pm (student concert prep.)

Approved:

Felix M. Rodriguez

Kathleen M. Ouellette, Ed. D.
Superintendent of Schools

SCHOOL PERSONNEL USE ONLY

OCT 28 2015

DATE: October 20, 2015

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: WILBY HIGH SCHOOL & NORTH END MIDDLE SCHOOL - Both Cafeterias

☐ Auditorium/Theater Arts ☐ Gym ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Saturday, December 19, 2015

FROM: 7:00 am/pm TO: 6:00 am/pm

FOR THE FOLLOWING PURPOSES:

Police Officer Exam

Expecting approximately 800 applicants throughout the day

Exam Begins at multiple session times


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.

REQUEST FOR USE OF SCHOOL FACILITIES

School/City Personnel Use only

NOV - 4 2015

TO: S. McCasland, School Business Office

FROM: Carrie Swain, Clerk Board of Education
(name/title) (school/department)

DATE: November 4 2015

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

NAME OF SCHOOL REQUESTED: WAMS

Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café ☒

Rooms ☒ Atrium, Café, and Media Center
(specify room)

DATES REQUESTED:

Wednesday, January 27, 2016

From: 4:30 p.m. To: 9:00'sh p.m.

Monday, February 1, 2016 (snow date)

From: 4:30 p.m. To: 9:00'sh p.m.

For the following purpose: State Office of Early Childhood Community
Forum sponsored by Waterbury's Office of Early Childhood Education and
Bridge to Success.

November 4, 2015

Date

Carrie A. Swain

Applicant's Signature

PLEASE NOTE THE FOLLOWING PROVISION: When the public is invited to an activity, police and firemen are required. These arrangements must be made in person at police and/or fire headquarters.

SCHOOL PERSONNEL USE ONLY

NOV - 5 2015

DATE: 11/4/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Joseph Geary-Mayor's Office

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

NAME OF SCHOOL REQUESTED: KENNEDY HIGH SCHOOL

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: *Friday Dec. 4th*
~~TUESDAY, DECEMBER 1, 2015~~

FROM: 4:00 P.M. TO: 9:00 P.M.

FOR THE FOLLOWING PURPOSES:

SWEARING IN CEREMONY FOR ELECTION 2015 WINNERS

APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

NOV - 5 2015

DATE: November 5, 2015

TO: SCHOOL BUSINESS OFFICE

FROM: Paula D. Caldarone, Athletic Director

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: *Saturday*
December 5, 2015

FROM: ~~12:30pm~~
1:00pm

TO: ~~4:00pm~~
5:00pm

FOR THE FOLLOWING PURPOSES:

Waterbury Middle Schools Boys and Girls Basketball Jamboree

Paula D. Caldarone

APPLICANT

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

NOV - 9 2015

DATE: November 9, 2015

TO: SCHOOL BUSINESS OFFICE

FROM: Paula D. Caldarone, Athletic Director

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

NAME OF SCHOOL REQUESTED: Crosby High School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: 2/20/15

FROM: 2:30pm

TO: 6:00pm

FOR THE FOLLOWING PURPOSES:

Jr. NVL Cheerleading and Dance Competition

Paula D. Caldarone

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.

of 800th

SCHOOL PERSONNEL USE ONLY

NOV 3 2015

DATE: 11-2-15

TO: SCHOOL BUSINESS OFFICE
FROM: Rosemarie Moffo

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

NAME OF SCHOOL REQUESTED: Generali School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: December 7th - Snowdate December 8th
FROM: 3:30 am/pm TO: 7:30 am/pm 2015

FOR THE FOLLOWING PURPOSES:
Annual Winter Family Night

Rosemarie Moffo
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.

Cancel St. Mary's ✓

RETURN TO MC SARINATARD

SCHOOL PERSONNEL USE ONLY

DATE:

10/30/15

TO: SCHOOL BUSINESS OFFICE

FROM:

M. Vezneri

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

NAME OF SCHOOL REQUESTED:

WAMS / Palace Theater



Auditorium



Gymnasium



Swimming Pool



Café/Rooms

DATES REQUESTED:

per 4-8
12/16 + 12/17 6-8³⁰ pm

FROM:

am/pm

TO:

am/pm

FOR THE FOLLOWING PURPOSES:

Wendy Choral Concert

APPLICANT

Please note the following provisions:

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

NOV 2 2015

SCHOOL PERSONNEL USE ONLYDATE: 11/2/15

TO: SCHOOL BUSINESS OFFICE

FROM: Diana Monti

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

NAME OF SCHOOL REQUESTED: Reed

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Cafeteria/Rooms

DATES REQUESTED: 11/19/15FROM: 5:00 am/pm 7:00 am/pmFOR THE FOLLOWING PURPOSES:Family Math Night

Diana Monti
APPLICANT

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

NOV - 4 2015

DATE: 11/4/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Ryan McDonald

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy☐ Auditorium☒ Gymnasium☐ Swimming Pool☐ Cafeteria/Rooms

Monday thru Friday
 DATES REQUESTED: 11/30/2015 - 3/15/2015

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

and Saturdays 8-1 pm

FOR THE FOLLOWING PURPOSES:

- Varsity, JV, and freshman basketball
- Cheerleading

Ryan McDonald - A.D.
 APPLICANT

 Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLYDATE: 11/9/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Ryan McDonald

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy☐ Auditorium☒ Gymnasium☐ Swimming Pool☐ Caf /RoomsDATES REQUESTED: Sundays 11/15 - 3/15/16FROM: 2 am/pm TO: 8 am/pm

Also - 12/24 to 1/1 and 1/6 and 1/18
weekdays 8am to 2pm

FOR THE FOLLOWING PURPOSES:

Basketball

Ryan McDonald
APPLICANT

Please note the following provisions:

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

RETURN TO MR. SARNATA

NOV - 6 2015

SCHOOL PERSONNEL USE ONLYDATE: 4/3/15

TO: SCHOOL BUSINESS OFFICE

FROM:

WAMS After School Program

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Café/Rooms☒ Recital HallDATES REQUESTED: 12/21/15FROM: 6 am/pm TO: 9:30 am/pm

FOR THE FOLLOWING PURPOSES:

Concert for after school music programsMary Cas

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.

Bank

NOV 10 2015

SCHOOL PERSONNEL USE ONLY

DATE: 11-10-15

TO: SCHOOL BUSINESS OFFICE

FROM:

Blue Collar Union

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

DATES REQUESTED:

Sunday, Dec. 6, 2015

FROM:

9:00 am/pm

TO:

12:00 am/pm

FOR THE FOLLOWING PURPOSES:

Membership Meeting

Paul Pastore
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.

RETURN TO MS SARNAI

SCHOOL PERSONNEL USE ONLY

NOV 12 2015

DATE: 10/26/15

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS Music Department

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Caf /Rooms☒ Arts Building
Lower LevelDATES REQUESTED: 12/5/15FROM: 5:45 am/pm TO: 9:30 am/pmFOR THE FOLLOWING PURPOSES:To allow students to get instruments, tune,
leave cases at WAMS, get music, dress
in concert attirePhillip Sterling / Mary Case
APPLICANTPlease note the following provisions:When the public is invited to an activity, police and fire departments must be notified.
These arrangements must be made in person at the police and fire headquarters.

COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP: Wednesday, November 18, 2015
BOARD MEETING: Wednesday, November 18, 2015

**TO THE BOARD OF EDUCATION
 WATERBURY, CONNECTICUT**

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
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REQUESTING WAIVERS:

Town Plot Sports Assoc. F. Forino	Duggan gym: 11/21/15-4/10/16 Saturdays 9am-5pm and Sundays 12-8pm (\$14,364.) (Adm. Approval granted to start on 11/7/15)
	Maloney gym: 11/21/15-4/10/16 Saturdays 1:30-8:00pm & Sundays 1:00-6:00pm (\$10,521.)
	Tinker gym: 11/21/15-4/0/16 Saturdays 5pm-9pm & Sundays 12-8pm (\$10,794.)
	WSMS gym: 11/21/15-4/10/16 Saturdays & Sundays 4pm-8pm (\$7,770.)

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

Town Plot Sports Assoc.	Hopeville gym: 12/8/15-3/23/16 Tues, Wed, Thurs. 6-9pm
F. Forino	Wilson gym: 12/15/15-3/24/16 Tues. & Wed. 6-9pm
	Driggs gym: 12/15/15-4/14/16 Tues. & Thurs. 6-9pm
	Tinker gym: 11/19/15-4/8/16 Mon. thru Fri. 7-9pm
	Duggan gym: 11/23/15-4/7/16 Tues. & Thurs. 6-9pm
	WSMS gym: 12/3/15-4/7/16 Thursdays 6-9pm
	WSMS gym: 11/27/15-4/8/16 Fridays 6-9pm

MONIES COLLECTED TO DATE: \$ 28,255.75

Approved:

Felix M. Rodriguez

**Kathleen M. Ouellette, Ed. D.
 Superintendent of Schools**

These activities are completed and have been billed:

Dancers, Inc.
 Triple Threat Dance Group

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

CONTRACT# NOV = 5 2015

APPLICANT Shannon/Fran Forino NAME OF ORGANIZATION Town Plot Sports
ADDRESS 150 New Haven Ave (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE # 203 600 2764
SCHOOL REQUESTED Duggan DATES 11-21 - 11/27/16 ROOM(S) gym
OPENING TIMES Sat 9a CLOSING TIME Sat 5pm PURPOSE Basketball
ADMISSION (if any) none CHARGE TO BE DEVOTED TO A/A
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 16-8 CHILDREN 15-20
SIGNATURE OF APPLICANT Shannon Forino DATE 11/3/15
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Fran Forino 203 600 3518

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/hr plus 1 hr service (\$14,364)

RENTAL FEES:

MISCELLANEOUS FEES:

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

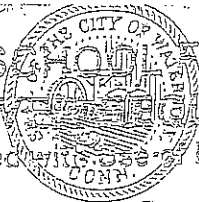
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

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



APPLICANT/ORGANIZATION:

Town Plot Sports

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED:

Duggan gym

DATE(S): Sat 11/21-4/9/16

TIMES: 9A-5pm

DATE(S): Sun 11/22-4/10/16

TIMES: 12p-8p

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

11/3/15
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 14,364.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST:

Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# NOV - 5 2015

APPLICANT Shannon/Fran Forino NAME OF ORGANIZATION Town Plot SportsADDRESS 150 New Haven Ave Waterbury CT 06705 TELEPHONE # 203 6002764
(street) (city) (state) (zip code)SCHOOL REQUESTED Maloney DATES Sat 11/21 - 4/19/16 ROOM(S) GymOPENING TIME Sat 1:30p CLOSING TIME Sat 8pm PURPOSE BasketballADMISSION (if any) none CHARGE TO BE DEVOTED TO n/aAPPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6-8 CHILDREN 15-20SIGNATURE OF APPLICANT [Signature] DATE 11/3/15

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

Fran Forino 203 600 3518In 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. FF (PLEASE INITIAL)SCHEDULE OF RATES: CUSTODIAL FEES: \$42/hr. plus 1 hr service (\$10,521.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 11 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

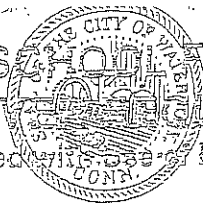
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

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



APPLICANT/ORGANIZATION: Town Plat Sports

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Maloney gym

DATE(S): Sat 11/21 - 4/9/16

TIMES: 1:30p - 8p

DATE(S): Sun 11/22 - 4/10/16

TIMES: 1 - 6pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

11/3/15
Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 10,521.-
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

CONTRACT# NOV - 5 2015

APPLICANT Shannon/Fran Forino NAME OF ORGANIZATION TownPlot Sports
ADDRESS 150 New Haven Ave (street) Waterbury (city) CT (state) 06708 (zip code) TELEPHONE # 203 600 2764
SCHOOL REQUESTED Tinker DATES 11/12-11/16 ROOM(S) gym
OPENING TIME Sun 12 CLOSING TIME Sun 8 PURPOSE basketball / baseball
ADMISSION (if any) none CHARGE TO BE DEVOTED TO N/A
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10-8 CHILDREN 15-20
SIGNATURE OF APPLICANT [Signature] DATE 11/3/15
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Fran Forino 203 600 3518

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. FF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (\$19.794)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ ✓

INSURANCE COVERAGE ✓

YES ✓ NO ✓

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

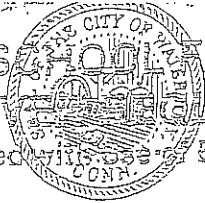
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

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



APPLICANT/ORGANIZATION: Tinker Town Plot Sports

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED:

Tinker gym

DATE(S): 11/21 Sat 11/21 - 4/9/16

TIMES: 5-9 PM

DATE(S): Sun 11/28 - 4/10/16

TIMES: 12-8 PM

DATE(S): 11/22

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

11/3/15
Date

Shane Brown
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 10,794.50
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

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

ATTEST: _____

Clerk, Board of Education

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

NOV - 5 2015

CONTRACT#

APPLICANT Shannon/Fran Forino NAME OF ORGANIZATION TownPlot Sports
ADDRESS 150 New Haven Ar. Wby CT 06708 TELEPHONE # 203 600 2764
(street) (city) (state) (zip code)
SCHOOL REQUESTED West Sdms DATES Sat 11/21/15 - 4/10/16 ROOM(S) Gym
OPENING TIME Sat 4-8 CLOSING TIME Sun 8 PURPOSE Basketball
ADMISSION (if any) none CHARGE TO BE DEVOTED TO n/a
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6-8 CHILDREN 15-20
SIGNATURE OF APPLICANT Shannon Forino DATE 11/3/15
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Fran Forino 203 600 3518
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. FF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service (\$477.00)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ 1000 INSURANCE COVERAGE 1 YES 1 NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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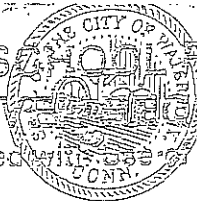
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APPROVAL DATE

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.

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



APPLICANT/ORGANIZATION: Town Plot Sports Assoc.

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Westside M.S. Gym

DATE(S): Sat 11-21-4/0/16

TIMES: 4-8 pm

DATE(S): Sun 11-22-4/0/16

TIMES: 4-8 pm

DATE(S): - 1

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

11/3/15
Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 7770.00
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

NOV - 5 2015
CONTRACT#

APPLICANT Shannon Fran Forino NAME OF ORGANIZATION Town Plot Sports
ADDRESS 150 New Haven Ave (street) Waterbury (city) CT (state) 06708 (zip code) TELEPHONE # 203-600-2764
SCHOOL REQUESTED Honeville DATES Tues 12/8 - 3/22/16 (ROOM(S)) gym
OPENING TIME Tues, Weds Thurs T-W-F CLOSING TIME Thurs 12/10 - 3/24/16 PURPOSE basketball
ADMISSION (if any) none CHARGE TO BE DEVOTED TO n/a
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 1-8 CHILDREN 15-20
SIGNATURE OF APPLICANT [Signature] DATE 11/3/15
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Fran Forino 203 600 3518

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. [Initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____
SECURITY DEPOSIT \$ 1000 INSURANCE COVERAGE YES YES _____ NO _____
PLEASE READ THE FOLLOWING CAREFULLY

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CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
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Tues
Wed
Thurs
6-8pm

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# NOV - 5 2015

APPLICANT Shannon/Fran Forino NAME OF ORGANIZATION Town Plot Sports

ADDRESS 150 New Haven Ave (street) Waterbury (city) CT (state) 06708 (zip code) TELEPHONE # (203) 600 2764

SCHOOL REQUESTED Wilson DATES Tues - 12/15 - 3/22/16 Wed - 1/1/16 - 3/23/16 ROOM(S) Gym

OPENING TIME T+W 6p CLOSING TIME T+W 9p PURPOSE basketball

ADMISSION (if any) none CHARGE TO BE DEVOTED TO n/a

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15-20 CHILDREN 15-20

SIGNATURE OF APPLICANT [Signature] DATE 11/3/15

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

Fran Forino 203 600 3518

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. FF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 1000 INSURANCE COVERAGE YES NO

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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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

CONTRACT#

NOV - 5 2015

APPLICANT Shannon / Fran Forino NAME OF ORGANIZATION Town Plot Sports
ADDRESS 156 New Haven Ave (street) Waterbury (city) CT (state) 06708 (zip code) TELEPHONE # 203-600-2764

SCHOOL REQUESTED Driggs DATES TUES 12/15 - 4/12/16 ROOM(S) gym
OPENING TIME Tues 6:00 CLOSING TIME 9p PURPOSE basketball / baseball

ADMISSION (if any) none CHARGE TO BE DEVOTED TO n/a

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 608 CHILDREN 15/20

SIGNATURE OF APPLICANT [Signature] DATE 11/3/15

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

Fran Forino 203 600 3518

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. [Initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ [Signature] INSURANCE COVERAGE [Signature] YES _____ NO _____

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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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

CONTRACT#

NOV - 5 2015

APPLICANT Shannon/Fran Forino NAME OF ORGANIZATION Town Plot Sports
ADDRESS 150 New Haven Ave Waterbury CT 06708 TELEPHONE # 203 600 2764
(street) (city) (state) (zip code)

SCHOOL REQUESTED Tinker DATES 11-9 - 4/8/16 ROOM(S) gym
OPENING TIME 7pm CLOSING TIME 9pm PURPOSE

ADMISSION (if any) none CHARGE TO BE DEVOTED TO n/a

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6-8 CHILDREN 15-20

SIGNATURE OF APPLICANT [Signature] DATE 11/3/15

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Fran Forino 203 600 3518

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SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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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

CONTRACT#

NOV - 5 2015

APPLICANT Shannon/Fran Forino NAME OF ORGANIZATION Town Plot Sports
ADDRESS 150 New Haven Ave 06708 TELEPHONE # 203 600 2764
(street) (city) (state) (zip code)

SCHOOL REQUESTED Duggen DATES 11/23 - 4/8/16 ROOM(S) gym
OPENING TIME 6 p CLOSING TIME 9 pm PURPOSE Basketball
ADMISSION (if any) none CHARGE TO BE DEVOTED TO n/a

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 1-2 CHILDREN 15-20

SIGNATURE OF APPLICANT [Signature] DATE 11/3/15

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

Fran Forino 203 600 3518

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. FF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ ✓ INSURANCE COVERAGE ✓ YES _____ NO _____

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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.

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

NOV - 5 2015

APPLICANT: Shannon / Fran Forino NAME OF ORGANIZATION: Town Plot SportsADDRESS: 150 (street) New Haven (city) CT (state) 06702 (zip code) TELEPHONE # 203 600 2764SCHOOL REQUESTED: West Side MS. DATES: 11/19/15 - 4/7/16 ROOM(S): gymOPENING TIME: Thurs 6pm CLOSING TIME: Fri 9am PURPOSE: BasketballADMISSION (if any): None CHARGE TO BE DEVOTED TO: N/AAPPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6-8 CHILDREN 15-20SIGNATURE OF APPLICANT: Shannon Forino DATE: 11/3/15

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

Fran Forino 203 600 3518

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. YF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 1 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

Thursday
12-3-15 to
4-7-16
Friday
11-27-15
to
4-8-16

#18a

Parent Educator/Positive Youth Development Leader ~ WILSON SCHOOL

Acevedo**Position Summary**

This position works directly under the supervision of the FRC Coordinator, School Principal and FRC Director. The school based Family Resource Center, through the Parent Educator, provides support, encouragement, and information to families via group meetings, playgroups and personal home visits to help optimize child development during early years of life. The Positive Youth Development Leader is responsible to coordinate, monitor and deliver supportive services and meaningful activities involved with the day-to day operations of a program designed to create positive changes in youth participating the programs

Qualifications

- Associate degree (60 credits) in Child Development, Social Work, Psychology, Early Childhood Education or other related field. Certified in Parents as Teachers preferred (if not Training will be provided)
- Experience working with children and families.
- Valid driver's license and reliable transportation
- Excellent interpersonal, communication, and organizational skills.
- Must possess the ability to establish and maintain effective working relationships with students, parents and staff with diverse cultural and economic backgrounds.
- Computer literate, data entry, word processing, use of Cayen data system (training will be provided)
- Knowledge of community resources to meet families' needs.
- Bilingual preferred.
- Flexible hours a must (as some events fall on evenings and weekends)
- Experience in an urban school district and/or a multicultural environment preferred.

Duties and Responsibilities - (Not limited to duties listed below)

- Plans and delivers weekly playgroups on parenting topics and activities for children ages 0-5.
- Plans and conducts personal visits to homes of children ages 0-3 to support parents.
- Screens enrolled children, evaluates family needs, and refers clients to appropriate services.
- Use of Cayen data system to record attendance, all activities, assessments and family progress.
- Attends professional training and meets regularly with FRC Coordinator to discuss progress of program.
- Establish links with other school personnel and programs that foster positive youth development
- Coordinate activities with staff and community organizations.
- Ensure that students participate in programs involving anti-bullying, PBIS and self-esteem building (this position requires teaching lessons in classrooms grades PreK-5).

Work Year/Hours of Work 10 Months, 19 hours per week (work schedule may fluctuate to meet the needs of the programs and the families they serve. Some nights and weekends required)

Salary: \$15.00 per hour. No benefits

Closing date: 11/09/2015

This is a grant funded; non-union position that only exists as long as funds are available.

Applications must be submitted electronically through Applitrack.com.

There is also a link at www.waterbury.k12.ct.us

Additional information should be scanned and uploaded with application. If you have problems uploading documents please call 203-574-8019 (Education Personnel).

*Waterbury Public School District is an Equal Opportunity/Affirmative Action Employer
Candidates from diverse racial, ethnic and cultural backgrounds are encouraged to apply*

JENNY ACEVEDO

82 Hillcrest Ave. Waterbury, Connecticut, 06705 (203)-768-1798 acevedoj1@owls.southernct.edu

WORK EXPERIENCE

YALE UNIVERSITY, NEW HAVEN, CT
Research Assistant, Sep 2015 – Present

- Obtained informed consent of research subjects.
- Scheduled home visits with study participants.
- Conducted 45 minute questionnaires with parents.
- Helped project coordinator with administrative tasks.
- Reviewed patient's charts.

ALL OUR KIN, NEW HAVEN, CT
Research Consultant, Oct 2014 – Oct 2015

- Recruited child-care providers to participate in various studies.
- Conducted three-hour observations of home-based early childhood programs.
- Assessed children in language and problem-solving tests.
- Explained different projects to child care providers through phone calls and visits to their program.

WATERBURY YMCA, WATERBURY, CT
After-school Head Teacher, Feb 2012 – May 2015

- Managed classroom of school-aged children enrolled in the after school program.
- Supervised assistant teachers and reported any problems to the director.
- Monitored children's play activities to verify safety and wellness.
- Managed staff attendance, state files, and payments.
- Coordinated homework time, snack time, and planned activities.

EDUCATION

SOUTHERN CONNECTICUT STATE UNIVERSITY, NEW HAVEN, CT

- Bachelor of Arts in Psychology-May 2015

ADDITIONAL SKILLS

- Fluent in Spanish and English
- Reliable and Punctual
- Excellent Communication Skills

HIGHLIGHTS

- Member of the International Honor Society in Psychology
- Holds Head Teacher Certification
- Kids Triathlon Coach

- Participates on the Waterbury Women's Flag Football Team

Waterbury Public Schools Online Application

Acevedo, Jenny - AppNo: 6950

Date Submitted: 10/30/2015

Personal Data

Name: Ms. Jenny M Acevedo
(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: acevedoj1@owls.southernct.edu

Postal Address

Permanent Address	Present Address
Number & Street: 82 Hillcrest Ave	Number & Street:
Apt. Number:	Apt. Number:
City: Waterbury	City:
State/Province: CT	State/Province:
Zip/Postal Code: 06705	Zip/Postal Code:
Country: United States of America	Country:
Daytime Phone: (203) 768-1798	Phone Number:
Home/Cell Phone: (203) 768-1798	

Employment Desired

Closed Vacancy Desired:	Date Last Submitted	Experience in Similar Positions
JobID: 679 OTHER: Parent Educator/Positive Youth Development Leader at Woodrow Wilson Elementary School	10/30/2015	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	
Yale University Research Assistant		1 Long Wharf Dr New Haven, CT 06511 203-737-7466		Marisol Credle 203-737-7466 marisol.credle@yale.edu	
Date From - Date To:	08/2015 -	Full or Part Time:	Part <input type="checkbox"/>	Last Annual Salary:	
Reason for Leaving:	Currently working with this company.				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	Scheduled home visits with study participants. Conducted 45 minute questionnaires with parents. Reviewed patient's charts. Helped project coordinator with administrative tasks.				

Waterbury Public Schools Online Application

Acevedo, Jenny - AppNo: 6950

Date Submitted: 10/30/2015

Experience Continued

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
All Our Kin Research Consultant		414A Chapel St #100 New Haven, Ct 06511 (203) 772-2294		Kayla Reidman 203) 772-2294 Kayla@allourkin.org	
Date From - Date To:	10/2014 - 10/2015	Full or Part Time:	Part <input type="checkbox"/>	Last Annual Salary:	
Reason for Leaving:	Completed research project.				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	<p>Recruited child-care providers to participate in various studies.</p> <p>Conducted three-hour observations of home-based early childhood programs.</p> <p>Assessed children in language and problem-solving tests.</p> <p>Explained different projects to child care providers through phone calls and visits to their program.</p> <p>Participated in weekly conference calls with directors and other consultants.</p>				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Waterbury YMCA After-school Head-teacher		136 W Main St Waterbury, CT 06702 203) 754-2181		Kristen Couburn 203) 754-2181	
Date From - Date To:	02/2012 - 05/2015	Full or Part Time:	Part <input type="checkbox"/>	Last Annual Salary:	
Reason for Leaving:	Professional growth				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	<p>Managed classroom of school-aged children enrolled in the after school program.</p> <p>Supervised assistant teachers and reported any problems to the director.</p> <p>Monitored children's play activities to verify safety and wellness.</p> <p>Managed staff attendance, state files, and payments.</p> <p>Coordinated homework time, snack time, and planned activities.</p> <p>Took appropriate disciplinary measures when students misbehaved.</p>				

Waterbury Public Schools Online Application

Acevedo, Jenny - AppNo: 6950

Date Submitted: 10/30/2015

Education

Please tell us about your educational background beginning with the most recent.

High School Attended: Kaynor Technical High School, Waterbury, 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
CT - Southern Connecticut State University	09/2011 05/2015	Psychology Hrs: 120	Hrs:	Bachelors of Arts	05/2015

	Undergraduate	Graduate
Overall GPA	3.38/4	/4
Major GPA	/4	/4
Highest Degree Attained	Number of graduate hours beyond your highest degree:	Grad Program Of Study
BA/BS/etc.		

List honors, awards or distinctions you have earned:
Member of the International Honor Society in Psychology
Made the Dean's List several semesters

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Please explain how your past personal and professional experience make you a quality candidate for the position for which you are applying.

I am confident that I possess the necessary skills and experience to be hired as a Parent Educator/Positive Youth Development Leader. My educational background in Psychology along with my professional experience makes me an excellent candidate for this position. I have been working with the Urban community for the past 3 years. I enjoy being an advocate for families of low socio-economic status. Growing-up in a single-parent home I understand how much families benefit and appreciate the support services that are offered by various agencies.

When my mom worked three jobs I did not have anything productive to do after-school. With the help of support staff from the elementary school I attended, I was signed up to the Hispanic Coalition afterschool program. There I learned how to play the guitar and dance Spanish music. Thanks to the support my mom received I was able to learn new skills, while my mom worked without worrying of my whereabouts. It will be a great honor to be employed at Wilson School to offer a helping hand to families who deal with problems similar to the ones my family faced, growing up.

Currently I work at Yale University as a research assistant for Project Early. This project sustains and supports families who have children with a risk of Autism through the diagnostic process. As a research assistant my job is to conduct various questionnaires and surveys on the parents of the children. Since two different support services are being tested I cannot have further contact with the participants. I have met many families with a variety of problems. One parent particularly stuck out to me because she was 20 years old, did not speak English, and did not finish High School. Unfortunately, my job did not allow me to offer support services that she desperately needed such as: enrolling her child in free daycare, and signing her up for school, where she can learn English and get her

Waterbury Public Schools Online Application

Acevedo, Jenny - AppNo: 6950

Date Submitted: 10/30/2015

1. Please explain how your past personal and professional experience make you a quality candidate for the position for which you are applying.

GED. As a parent Educator/Positive Youth Development Leader my job will require me to help those types of families in need.

I know that early intervention is critical when children have developmental delays. Rendering appropriate services at an early age brings better outcomes to those children. I will love help children achieve developmental goals through various activities, organizations, and services that can be provided to them through my help.

Language Skills

Do you know any language other than English? Yes

Language(s): Spanish
Oral Level: Fluent
Written Level: Fluent

Professional References

	Reference 1 of 3	Reference 2 of 3
Name:	Kristen Couburn	Kayla Reidman
School/Org:	Waterbury YMCA	All Our Kin
Current Position:	Afterschool program director	Research Fellow
Home Phone:		
Cell Phone:		
Work Phone:	(203)754-9622 EXT125	(203)772-2294
Mailing Address:		Kayla@allourkin.org
Email:		
Relationship to Candidate:	Supervisor	Supervisor
Years Known:	3	1
	Reference 3 of 3	
Name:	Marisol Credle	
School/Org:	Yale University	
Current Position:	Project Coordinator	
Home Phone:		
Cell Phone:	(203)6274050	
Work Phone:		
Mailing Address:		
Email:		
Relationship to Candidate:	Supervisor	
Years Known:		

Referrals

How did you hear about employment with us?

www.K12JobSpot.com

Waterbury Public Schools Online Application

Acevedo, Jenny - AppNo: 6950

Date Submitted: 10/30/2015

Additional Information

Disclosures

Contract Status

* Are you currently under contract?

No

If Yes, which district?

If Yes, when does it expire?

When may your present employer be contacted?

Professional Status

* Have you obtained tenure status in any other School District?

No

If Yes, where?

If Yes, when?

* Have you ever been denied tenure?

No

If Yes, explain:

* Have you ever had a teaching certificate or teaching license revoked or suspended?

No

If Yes, explain:

* Have you ever failed to be rehired, been asked to resign a position, resigned to avoid termination, or terminated from employment?

No

If Yes, explain:

* Are you a relative of any board member, administrator, or supervisor who is currently serving the School District?

No

Name:

Position:

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:

Waterbury Public Schools Online Application

Acevedo, Jenny - AppNo: 6950

Date Submitted: 10/30/2015

Disclosures continued

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

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.

Waterbury Public Schools Online Application

Acevedo, Jenny - AppNo: 6950

Date Submitted: 10/30/2015

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, Jenny Acevedo, agree to all of the terms above.

☒ I agree

WATERBURY PUBLIC SCHOOLS

SOCIAL WORKER / PROJECT DIRECTOR

Pelegrino

General Statement of Duties: Works under the supervision of the Chief Academic Officer to serve as project coordinator for a grant to pregnant and parenting teens in the Waterbury School District and to provide appropriate services as required by the grant to improve their health, education and social outcomes and to consult with district staff and others relating to the students and services.

Statement of Specific Duties (illustrative only):

Management of state/federal grant including making and monitoring requests for expenditures, budgets, obtaining and compiling data, completion of grant reports and overall implementation in compliance with the requirements of the grant. Examples of duties include student case management and family support, providing flexibility in class schedules, developing evening, weekend or summer classes and on line classes to improve student success, providing access to prenatal care and health services, assist in obtaining quality child care, assisting with parenting and life skills education, facilitating father involvement and support and determining the availability of community resources, coordination of nursing services and other outside providers included in the grant activities. Alleviate family stress to enable student to function more effectively in the educational program. Identify student needs so as to enable the system to respond effectively to them. Utilize treatment time effectively, pacing treatment activities appropriately to maximize student's time on task. Initiate and maintain a liaison role, as appropriate, with community services providers and school personnel. Write and communicate clearly the social work assessment, treatment goals, objectives and intervention strategies. Facilitate communication between home and school. Any other task, jobs or skill related to the job and the grant or as requested by the District.

Qualifications Required: College Degree from an accredited University and a Masters Degree in Social Work (min. 60 credits) from an accredited School of Social Work plus two internships in approved Social Service Agencies under the supervision of a Connecticut State Certified Social Worker. Prior experience working in a school setting with pregnant students and students who are parents preferred. Prior experience with grant implementation also preferred. Licensure as a Clinical Social Worker preferred but not required. Valid CT. Driver License with own transportation. Bilingual Spanish/English strongly preferred. Experience in an urban school district and/or a multicultural environment preferred.

Reguired Knowledge, Skills and Abilities:

Adherence to the practices and principles of the Social Work Code of Ethics and Standards of Practice as formulated by the National Association of Social Work. Demonstrated knowledge and competence in the following areas: child/adolescent development, psychopathology of children and adolescents, developmental disabilities and other handicapping conditions, family and child welfare systems, social work and the law, social work theories and methodologies which include social work assessment and treatment planning; social work with children, youth, families, groups and community dynamics, demonstrated understanding and utilization of the Diagnostic and Statistical Manual of Mental Disorders and its application to the student population, demonstrated accurate knowledge of individual, family, group and community resources, demonstrated understanding of the effect of physical, social, emotional and intellectual development and problems on learning. Understanding, experience and knowledge of state and federal grants and implementation, grant management, knowledge of budgets and the ability to administer them and oversight of other grant employees. Experience working in a school setting with teenagers and preferably with pregnant and parenting students.

Work Year/Hours of Work: 12 Months, 35 Hours per Week (Flexible Hours)

Salary/Benefits: \$45,000-\$55,000/Year

Benefits are governed by the SEIU Collective Bargaining Labor Agreement

This is a grant funded, non-union position that exists as long as grant funds are available.

Please apply on-<http://www.applitrack.com/waterbury/onlineapp>

Closing Date: Until Position Is Filled

Waterbury Public Schools Online Application

Pelegrino, Nicole - AppNo: 6892

Date Submitted: 10/12/2015

Personal Data

Name: Ms. Nicole A Pelegrino
(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: nicolepelegrino24@gmail.com

Postal Address

Permanent Address

Number & Street: 28321 Town Walk Dr
Apt. Number:
City: Hamden
State/Province: CT
Zip/Postal Code: 06518
Country: United States of America
Daytime Phone: (860) 2128878
Home/Cell Phone: (860) 2128878

Present Address

Number & Street: 28321 Town Walk Dr
Apt. Number:
City: Hamden
State/Province: CT
Zip/Postal Code: 06518
Country: United States of America
Phone Number:

Employment Desired

Closed Vacancy Desired:

JobID: 660 Student Support Services: Social Worker - Project Director

Date Last
Submitted
10/12/2015

Experience In
Similar Positions
Clinical/Internship

Position Desired:

Student Support Services

1. Social Worker

Experience In
Similar Positions

Experience

Please list ALL relevant work experience beginning with the most recent.

Current or Most Recent Position		Employer Contact Information		Supervisor/Reference Contact Information	
Long River Middle School Paraprofessional		38 Columbia Ave Prospect, CT 06712 203-758-4421		Shelly McNulty 203-510-2452	
Date From - Date To:	09/2015 -	Full or Part Time:	Part	Last Annual Salary:	
Reason for Leaving:					
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	Working with student and teachers to create maximum success in education. I help them with homework, answer questions in class, assist the classroom teacher, monitor behaviors, walk students to their desired location, and ensure safety is maintained at all times.				

Waterbury Public Schools Online Application

Pelegrino, Nicole - AppNo: 6892

Date Submitted: 10/12/2015

Experience Continued

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Algonquin Elementary School (Now P.E.S) School Social Worker		12 Center St Prospect, CT 06712 203-758-6674		Shelly McNulty (Assistant Director of the region) 203-510-2452	
Date From - Date To:	09/2014 - 06/2015	Full or Part Time:	Full	Last Annual Salary:	\$80/day
Reason for Leaving:	Position closed				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	I started out as an intern from September 2014- May 2015, then once graduated I continued the year out as a full-time School Social Work Substitute. I was part of a crisis intervention team to help de-escalate students and keep disruptive behaviors to a minimum. As a result, I was CPI trained to learn de-escalation strategies, ways to defend myself, as well as how to safely restrain a child, as a last resort. Additionally, I saw students for both individual and group counseling, ran lunch groups, created and taught guidance lessons, reviewed, altered, and followed IEP's, regularly attended PPT's and after school meetings, stayed in contact with parents and other agencies involved, as well as helped the principal and assistant principal with disciplinary interventions.				

Student Teaching

Student Teaching/Internship

School District	Regional District #16
Location	Prospect, CT
School Phone #	
School Year	2014-2015
Date Completed (mm/yyyy)	04/2015
Length of Experience	600 hours
Grade Level(s)/Subject Area(s) Taught	pre-k-5/counseling/crisis intervention
Name and Phone of Cooperating Teacher or Field Supervisor	Shelly McNulty 203-510-2452
Name and Phone of Add'l Cooperating Teacher or Field Supervisor	
Name and Phone of University Supervisor	William Rowe- rowew1@owls.southernct.edu
Academic Grade Received	A

Additional Student Teaching/Internship

School District	
Location	
School Phone #	
School Year	
Date Completed (mm/yyyy)	
Length of Experience	
Grade Level(s)/Subject Area(s) Taught	
Name and Phone of Cooperating Teacher or Field Supervisor	
Name and Phone of Add'l Cooperating Teacher or Field Supervisor	
Name and Phone of University Supervisor	

Waterbury Public Schools Online Application

Pelegrino, Nicole - AppNo: 6892

Date Submitted: 10/12/2015

Student Teaching continued

Academic Grade Received	
-------------------------	--

Education

Please tell us about your educational background beginning with the most recent.

High School Attended: New Britain High School, New Britain, 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
CT - University of Connecticut	09/2008 06/2012	Psychology Hrs: 30	Hrs:	Social Psychology	06/2012
CT - Southern Connecticut State University	09/2013 05/2015	School Social Work Hrs: 60	Hrs:	MSW/School Social Work	05/2015

	Undergraduate	Graduate
Overall GPA	3.042/4	3.64/4
Major GPA	3.4/4	3.64/4
Highest Degree Attained	Number of graduate hours beyond your highest degree:	Grad Program Of Study
MA/MS/etc.		School Social Work

List honors, awards or distinctions you have earned:

- Phi Beta Rho Honor Society member from 2013-2015 at SCSU
- Psychology club member from 2010-2012 at UCONN
- Research Assistant for Nicole Overstreet at UCONN
- NASW member since August 2015
- Graduate Social Work Organization(GSWO) member from 2013-2015 at SCSU

Waterbury Public Schools Online Application

Pelegrino, Nicole - AppNo: 6892

Date Submitted: 10/12/2015

Certification

Do you hold National Board for Professional Teaching Standards certification?

No

Do you hold or anticipate a Connecticut certificate?

Certificate is anticipated

How do you plan to obtain a Connecticut certificate?

I am in the process of obtaining my Connecticut certification/license through a College/University program.

Type	Expiration Date	Status
Special Services Endorsements (071 School Social Worker)		Applied For

Please list any other endorsements and/or verifications documented on your certificate(s):

* Have you applied for a Connecticut certificate?

Yes

* List the date you applied for certification:

* Have you received a deficiency statement?

No

If pending, date test taken

* Have you passed the Basic Skills Exam?

Yes

9-10-2015

* Have you passed the Content Area Exam?

Yes

9-10-2015

Do you hold a current out-of-state certificate? No

State	Type	Certificate Number	Expiration Date	Current?

List your out-of-state certified teaching/administration fields:

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Describe the skills or attributes you believe are necessary to be an outstanding teacher.

N/A

2. How would you address a wide range of skills and abilities in your classroom?

N/A

3. Please provide a brief statement of your educational philosophy and your long range goals in education.

N/A

Waterbury Public Schools Online Application

Pelegrino, Nicole - AppNo: 6892

Date Submitted: 10/12/2015

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Describe the skills or attributes you believe are necessary to be outstanding when working in student support services.

As a social worker, I believe our position is to help the students and staff perform the best they can, making sure students are able to handle the work in school and are comfortable, as well as making sure teachers know which student's have accommodations, which may need a little extra help, and how to effectively help them in a way that will result in academic success. Additionally, it is important to keep in mind the importance of wrap-around services. A child and their family will not only need help inside the school, but may require help reaching out to additional outside resources (counseling, assistance with basic needs such as food, shelter, water, diapers, etc.). It is vital to have regular contact (which can range from once a week to once a day, depending on the case) with a student's family or guardians, to keep them informed about their child's activity at school. By having good contact with parents, guardians, and immediate family, we can work together to help the child thrive.

2. How would you address a wide range of issues in your groups?

Individual work is just as important as group work. Even when working in group settings, it is important to check in with each student and make sure they understand the material, feel mentally stable, and are getting something positive out of the group setting. Many of the ideas presented in the group would be general ideas that can be applied to students dealing with different issues (ex. teaching breathing techniques to cope when a student is feeling anxious or nervous about a school-related event or activity). I would make sure to devote time to let students express their feelings and speak about their personal issues. If an issue cannot be resolved in a group setting, I would make sure to find time to meet with this student individually, so we can work specifically on what is affecting them, in more depth and with added privacy.

Language Skills

Do you know any language other than English? Yes

Language(s): Italian, Spanish
Oral Level: Polite
Written Level: Polite

Professional References

	Reference 1 of 3	Reference 2 of 3
Name:	Shelly McNulty	Meghan Tarby
School/Org:	Regional District 16	Connecticut Partnership for Children, LLC
Current Position:	Assistant Director	Director of CTPFC LLC./ School Social Worker
Home Phone:		
Cell Phone:	203-510-2452	
Work Phone:		203-881-1804
Mailing Address:		
Email:	mcnultys1@region16ct.org	
Relationship to Candidate:	Field Supervisor/Boss	Supervisor
Years Known:	1	2

Waterbury Public Schools Online Application

Pelegrino, Nicole - AppNo: 6892

Date Submitted: 10/12/2015

Professional References cont.

	Reference 3 of 3	
Name:	Silvia Juarez-Marazzo	
School/Org:		
Current Position:	Teacher/Field Supervisor/ LCSW/ NCPsyA	
Home Phone:		
Cell Phone:	203-394-1940	
Work Phone:		
Mailing Address:		
Email:		
Relationship to Candidate:	Teacher/Field Supervisor	
Years Known:	2	

Referrals

How did you hear about employment with us?

Other: Robyn Generali

Additional Information

Even though I have just graduated with my MSW, I am highly qualified for this position. I am constantly studying social work material to make sure I am updated on any new laws, am an active member of the NASW, am very familiar with the requirements of being a school social worker, and continue to learn new things every day. Being a school social worker is my passion and I will do everything it takes, regardless of hours, pay, etc., to help students and families in need. This position is perfect for me because not only have I interned and worked (for a short time) in a school as a social worker, I have also interned at a non-profit working specifically with pregnant mothers, first-time parents, and parents who just gave birth to provide them with essentials such as food, winter clothing, diapers and wipes, coupons, and brief counseling. I have experienced what it is like waiting for government assistance, helped low-income families budget to be able to purchase necessities, and worked with families to overcome the stress of being low-income with one or more children. Additionally, I worked directly with the Project Director of Connecticut Partnership for Children, LLC doing administrative tasks such as payroll, budgeting, applying for grants, doing intakes for new clients, and much more, and enjoyed being very involved in the planning and implementation of major events. During my time here, I implemented a School Supplies Drive and ran a Thanksgiving Food Basket event that provided baskets of food to 101 families in need.

Disclosures

Contract Status

* Are you currently under contract?

No

If Yes, which district?

If Yes, when does it expire?

When may your present employer be contacted?

Professional Status

Waterbury Public Schools Online Application

Pelegrino, Nicole - AppNo: 6892

Date Submitted: 10/12/2015

Disclosures continued

* Have you obtained tenure status in any other School District?

No

If Yes, where?

If Yes, when?

* Have you ever been denied tenure?

No

If Yes, explain:

* Have you ever had a teaching certificate or teaching license revoked or suspended?

No

If Yes, explain:

* Have you ever failed to be rehired, been asked to resign a position, resigned to avoid termination, or terminated from employment?

No

If Yes, explain:

* Are you a relative of any board member, administrator, or supervisor who is currently serving the School District?

No

Name:

Position:

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

Waterbury Public Schools Online Application

Pelegrino, Nicole - AppNo: 6892

Date Submitted: 10/12/2015

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

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, Nicole Pelegrino, agree to all of the terms above.

☒ I agree

071 Certification

As of 10/11/2015, I am fully eligible for my 071 Certification, have sent in all required paperwork, have passed the required Praxis test, and am awaiting actual documentation from the Bureau of Educator Standards and Certification. I should have it in no more than a couple weeks.

Nicole Pelegrino, MSW

Nicole Pelegrino

28321 Town Walk Dr.
Hamden, CT 06518

Nicolepelegrino24@gmail.com
(860) 212-8878

Education

M.S in Social Work [MSW]

Southern Connecticut State University (Hamden, CT)
Sept 2013- May 2015
Concentration: School Social Work
Major GPA: 3.64

Related Courses: Special Education course, School Social Work, Advanced Practice with Children & Adults, Social Welfare & Policy, & Psychopathology

Accomplishments:

- Beta Rho Honor Society member since December 2013
- Graduate Social Work Organization [GSWO] member since 2014

B.A in Psychology

University of Connecticut (Storrs, CT)
Sept 2008-May 2012
Concentration: Social Psychology
Major GPA: 3.2

Related Courses: Social Psychology, Intro To Counseling & Psychoeducation, The Study of Personality, & The Psychology of Language

Accomplishments:

- Psychology Club Member December 2010-2012
- Conducted an Independent Study under a graduate student January 2012-May 2012
- NASW member since 2014

Related Experience

♦ **Part-time Paraprofessional**

Long River Middle School, Prospect, CT
September 2015- present

♦ **School Social Work Intern**

Algonquin & Community Schools, Prospect, CT
September 2014- April 2015

Hired May 1, 2015 as a full-time **School Social Worker** for the remainder of the 2015 school year

Skills Acquired:

- Non-violent Crisis Prevention & Intervention [CPI] certification as of November 2014
- Member of a crisis prevention & intervention team; intervened 10-15 times
- Learned how to help elementary age students achieve academic success and cope with every day or traumatic stressors
- Ran small groups with children grades 1-5

- Performed individual counseling with children grades 1-5
- Worked with children with Multiple Disabilities including ASD, Asperger's, Bi-polar, ADHD, Anxiety, Depression, PTSD, Down Syndrome, PDDNOS, Speech and Language Disorders, Adjustment Disorders, and Other Health Impairments [OHI] such as severe asthma, seizures, and hearing impairments.

Social Work Intern

Connecticut Partnership for Children, Inc.

September 2013-May 2014

Supervisor & Director: Meghan Tarby

Skills Acquired:

- Help perform social histories and other assessment measures on client's in need of food, clothing, diapers, coupons, counseling, and/or help accessing other resources.
- Brief family counseling with mothers and young children
- Help organize and run events to raise money through sponsors, donations, and grants to buy supplies for clients
- Administrative tasks such as grant-writing, budget creation,
- Ran the 2013 Thanksgiving Food Drive which fed 101 low-income families
- Created a School Supply Drive Program to reach out to low-income schools (such as Hartford, Bridgeport, etc) and provide them with school supplies

Certifications:

- 071; Exam passed 9/10/15
- non-violent Crisis Prevention Intervention (CPI) certification; Nov 2014

HUMAN RESOURCES ASSISTANT
– GRANT FUNDED PERSONNEL

Closing Date: August 28, 2015

Phelan

GENERAL STATEMENT OF DUTIES: Assists the Director of Personnel-Education in the overall management of personnel administration for grant-funded school system employees. Does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is an important administrative position involving responsibility for the recruitment, interviewing and/or training of all grant-funded personnel in the Department of Education. The employee makes recommendations for the hiring of such personnel. The employee is also responsible for personnel administration of all grant-funded employees. The employee works with the Director of Personnel-Education and in accordance with the rules of the Board of Education.

EXAMPLES OF DUTIES: (Illustrative only)

- Performs complex and sensitive professional-level work in the following areas; recruitment, selection, classification, compensation, grievance handling, staff training and development, personnel policy development, disciplinary procedures, and coaching and counseling management staff.
- Develops schedules, administers and scores written, oral, performance, unassembled and other examination methods, in accordance with professionally accepted guidelines.
- Assists in contract negotiations.
- Advises assigned departments on a broad range of human resource issues, such as existing and developing classifications, employee relations, staff training and management techniques.
- Reviews written material and performs audits of positions to determine the proper classification and compensation.
- Develops and revises job descriptions for positions in Grants.
- Develops competitive employment examination announcements.
- Performs recruitment activities to announce and publicize examinations via print, Internet and/or other media.
- Reviews exam applications for minimum qualifications requirements, timelines, completeness, request for special accommodation and criminal conviction record. Analyzes and responds to disqualification appeals; defends position to the Board of Education.
- Performs statistical analyses of examinations results to determine question efficacy and passing standards.
- Advises and counsels eligible candidates and department representatives regarding interview and selection rules procedures.

• **EXAMPLES OF DUTIES: (Con't)**

- Compiles and prepares position action requests for presentation to the Board of Education.
- Conducts departmental investigations into general personnel problems.
- Assists the Law Department in the preparation of CHRO complaint responses.
- Drafts or suggests revisions of departmental policies and procedures.
- Performs special projects as assigned by the Director of Personnel-Education or his/her designee.
- Processes applications through initial review, disqualification or admission to examination, test administration, scoring and certification.
- Prepares materials for exam administration, including written, computerized, training and experience, and other types of exams.
- Conduct reference and background checks.
- Proctors group, individual and automated test sessions.
- Scores answer sheets using manual key, as required.
- Conducts employee orientation program.
- Contacts staff in other government HR offices for reference material on compensation and classification matters.
- Serves as liaison with print advertising agencies, Internet sites, schools, colleges, professional organizations and other sources to publicize examinations.
- Does related work as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good knowledge of modern Human Resources policies and procedures. Working knowledge of legal issues pertaining to employment, including but not limited to, equal employment and affirmative action concepts and terminology, ADA, FMLA, minimum wage, sexual harassment laws. Working knowledge of, and ability to utilize and interpret statistics. Working knowledge of interviewing practices and procedures. Ability to prepare a variety of written reports and to comprehend complex oral and written material. Ability to communicate effectively, both orally and in writing. Ability to deal effectively with others. Ability to utilize various office automation software, including word-processing, spread sheets, data base management programs and presentation graphics.

MINIMUM TRAINING & EXPERIENCE REQUIRED:

Graduation from an accredited college or university with a Bachelor's Degree;
Four (4) years of professional Human Resources experience, at least one (1) of which shall have involved two or more of the following fields; classification, examination development, wage and salary administration, training, or recruitment.

NOTE: A Master's Degree in Human Resources, Public or Business Administration or a related field may substitute for one (1) year of the general experience described above.

HOURS OF WORK: 12 Months, 35 Hours per Week.

SALARY RANGE: \$45,000 - \$65,000

BENEFITS: Fringe benefits are governed by the Service Employees International Union.

CLOSING DATE: 4:00 p.m. on Friday, August 28, 2015

This is a non-union, grant-funded position that exists as long as funds are available.

How to Apply:

Please submit application, letter of intent, resume, transcripts and 3 letters of reference to:

**Dr. Shuana Tucker
Education-Grants Human Resources
236 Grand Street
Waterbury, CT. 06702**

Applications may be found at:

<http://www.waterbury.k12.ct.us/Content2/780>

*Waterbury Public Schools are an Equal Opportunity/Affirmative Action Employer.
Candidates from diverse racial, ethnic and cultural backgrounds are encouraged to apply.*

Waterbury Public Schools Online Application

Phelan, Anne - AppNo: 6597

Date Submitted: 8/14/2015

Personal Data

Name: Ms. Anne P Phelan
 (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: app143@sbcglobal.net

Postal Address

Permanent Address	Present Address
Number & Street: 236 Alexander Ave.	Number & Street:
Apt. Number:	Apt. Number:
City: Waterbury	City:
State/Province: CT	State/Province:
Zip/Postal Code: 06705	Zip/Postal Code:
Country: United States of America	Country:
Daytime Phone: (203) 558-1381	Phone Number:
Home/Cell Phone: (203) 755-2196	

Employment Desired

Position Desired:	Experience in Similar Positions
Administration-OTHER	
1. Administrative Position	30+ years
OTHER	
1. OTHER	30+ 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	
The Disney Company Costuming Manager		1515 Lake Buena Vista Dr. Lake Buena Vista, FL 32830		Steve Johnson (407) 560-7741 Steve.johnson@disney.com	
Date From - Date To:	03/2015 -	Full or Part Time:	Part	Last Annual Salary:	
Reason for Leaving:	Still Employed				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	 Manage Operational, Entertainment and Character costuming at EPCOT.  Monitor, analyze and take action on costume inventory levels, costume show quality and expenses affecting annual financial targets using inventory management tools.  Provide ongoing data verification and identify/maintain system accuracy.  Identify, develop, and analyze improvement opportunities that increase operational efficiency and/or reduce fiscal spending  Build relationships and interact with all levels of employees and leadership.				

Waterbury Public Schools Online Application

Phelan, Anne - AppNo: 6597

Date Submitted: 8/14/2015

Experience Continued

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Post University Adjunct Instructor		800 Country Club Rd. Waterbury, CT 06708		Jeremi Bauer (203) 596-8359 JeBauer@Post.edu	
Date From - Date To:	01/2013 -	Full or Part Time:	Part	Last Annual Salary:	
Reason for Leaving:	Still Employed				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	<ul style="list-style-type: none"> ¢ Develop course content and teach Management, Labor Relations and Human Resource Management courses to undergraduate students. 				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
City of Waterbury Alderman		235 Grand St. Waterbury, CT 06702			
Date From - Date To:	12/2005 -	Full or Part Time:	Part	Last Annual Salary:	
Reason for Leaving:	Choosing not to run for re-election				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	Serve on elected board overseeing legislative aspects of City.				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Gaylord Hospital Vunteer & Gift Shop Manager		Gaylord Farms Rd. Wallingford, CT 06492		Walter Harper (203) 284-2834 wharper@gaylord.org	
Date From - Date To:	06/2014 - 10/2014	Full or Part Time:	Full	Last Annual Salary:	
Reason for Leaving:	Interim Position				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	<ul style="list-style-type: none"> ¢ Reviewed various volunteer programs and identified areas for growth ¢ Created position descriptions for volunteers and facilitated working of staff ¢ Revised onboarding process for new volunteers ¢ Managed the daily operation of the hospital gift shop ¢ Met with vendors and product representatives to select goods and gifts appropriate to the potential buying audience, season of the year and recognized customer demand. 				

Waterbury Public Schools Online Application

Phelan, Anne - AppNo: 6597

Date Submitted: 8/14/2015

Experience Continued

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
The Hospital of Central CT Director of Volunteer Services		100 Grand St. New Britain, CT 06050		Mary Morgan (860) 224-5576 mary.morgan@hhchealth.org	
Date From - Date To:	02/1993 - 05/2014	Full or Part Time:	Full	Last Annual Salary:	
Reason for Leaving:	Position Eliminated				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	<ul style="list-style-type: none"> ¢ Managed two campus programs including recruitment, interviewing, selection, and evaluation of over 300 volunteers and 12 paid staff. ¢ Planned and conducted orientation and in-service education programs. ¢ Planned and organized recognition events for volunteers. ¢ Implemented computerized volunteer data base. ¢ Served on Auxiliary Board and played integral role in Auxiliary's fundraising events ¢ Established new programs and services targeted at improving patient satisfaction ratings. ¢ Developed and revised job descriptions for volunteers and paid staff. ¢ Created and delivered oral and written presentations and reports to various groups including senior leadership, managers, employees, volunteers and community groups. ¢ Formulated, maintained and interpreted departmental policies and procedures. ¢ Prepared and managed department budget to ensure efficient utilization of time and resources. 				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
The Hospital of Central CT HR Consultant		100 Grand St. New Britain, CT 06050		Elizabeth Lynch (retired) (860) 224-5775	
Date From - Date To:	08/1987 - 02/1993	Full or Part Time:	Full	Last Annual Salary:	
Reason for Leaving:	Promotion				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	<ul style="list-style-type: none"> ¢ Interpreted policies and advised managers regarding employment, discipline, wage and employee relations matters. ¢ Participated in Labor Management meetings and grievance proceedings. ¢ Recruited, selected and placed nursing and clinical staff. ¢ Coordinated and participated in new employee orientation. ¢ Wrote AAP; analyzed data and prepared all statistical EEO reports. ¢ Composed responses to CHRO complaints. 				

Waterbury Public Schools Online Application

Phelan, Anne - AppNo: 6597

Date Submitted: 8/14/2015

Experience Continued

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
City of Waterbury - Civil Service Personnel Administrator		236 Grand St. Waterbury, CT 06702 (203) 574-6761		Edmund Jayaray (retired)	
Date From - Date To:	03/1980 - 08/1987	Full or Part Time:	Full	Last Annual Salary:	
Reason for Leaving:	Career Advancement				
May we contact this employer?	Yes				
Responsibilities/Accomplishments at this Position	<ul style="list-style-type: none"> ¢ Advised managers regarding employee relations issues to ensure adherence to contract provisions within eight bargaining agreements as well as local, state and federal statutes. ¢ Served both as First Chair and negotiating team member on several negotiating committees in contract negotiations. ¢ Conducted second level grievance hearings. ¢ Recommended changes to the City charter, Commission rules and contracts which affected employee relations subjects. ¢ Performed job analyses and evaluations and wrote recommendations for action by appropriate Commissions and Boards. ¢ Recruited, interviewed and administered employment examinations and selected all classified service personnel. 				

Education

Please tell us about your educational background beginning with the most recent.

High School Attended: Sacred Heart, Waterbury, 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
CT - University of New Haven	09/1987 05/1994	Industrial Relations Hrs: 30	Hrs:	M.S.	05/1994
CT - University of Connecticut	09/1973 05/1977	Education Hrs: 120	Hrs:	B.S.	05/1977

Overall GPA	Undergraduate 2.9/4	Graduate 4.0/4
Major GPA	Ed/4	I.R./4
Highest Degree Attained	Number of graduate hours beyond your highest degree:	Grad Program Of Study
MA/MS/etc.		Industrial Relations
List honors, awards or distinctions you have earned:		
Graduate Fellow		

Waterbury Public Schools Online Application

Phelan, Anne - AppNo: 6597

Date Submitted: 8/14/2015

Certification

Do you hold National Board for Professional Teaching Standards certification? **No**

Do you hold or anticipate a Connecticut certificate? **No**

* Have you applied for a Connecticut certificate? **No**

* List the date you applied for certification:

* Have you received a deficiency statement? **No**

If pending, date test taken

* Have you passed the Basic Skills Exam? **No**

* Have you passed the Content Area Exam? **No**

Do you hold a current out-of-state certificate? **No**

State	Type	Certificate Number	Expiration Date	Current?

List your out-of-state certified teaching/administration fields:

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Please explain how your past personal and professional experience make you a quality candidate for the position for which you are applying.

I have extensive experience working within all facets of Human Resources and, together with my past experience working for the City of Waterbury in which I was the personnel consultant overseeing the recruitment and hiring of Board of Education administrative personnel from Superintendent to Teaching Vice Principal, my background and knowledge of the City would be of value to the City.

My knowledge and background would shorten any orientation needed and allow me to perform the essential elements of the position immediately.

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. What personal characteristics define an excellent administrator?

An excellent administrator in any capacity must have the ability to lead. The person must have a vision for the future of the organization and be able to motivate, coach and lead subordinates in reaching goals that are aligned with the vision to continue being successful. Trust and empathy are also important characteristics in any leader.

2. From your point of view, how important is technology in education? What technology-related skills can you contribute to a school district?

It's vitally important to keep current with technology as it paves the way to success for current as well as future generations. Failing to keep up with technological advances will eventually lead to the inability to compete for jobs and even perform daily life events. I am fully knowledgeable in all aspects of Microsoft Office Suite applications as well as software for procurement, payroll and database management.

Waterbury Public Schools Online Application

Phelan, Anne - AppNo: 6597

Date Submitted: 8/14/2015

Statement continued

3. Please provide a brief statement of your educational philosophy and your long range goals in education.

This section is N/A as I am not seeking employment as an Educational Administrator.

Language Skills

Do you know any language other than English? No

Professional References

	Reference 1	Reference 2
Name:	Walter Harper	Kelly Scarozzo
School/Org:	Gaylord Hospital	
Current Position:	Vice President - H.R.	Sr. HR Consultant
Home Phone:		(860) 829-6056
Cell Phone:		(860) 919-4687
Work Phone:	(203) 284-2834	
Mailing Address:	Gaylord Farms Rd. Wallingford, CT 06492	161 Norton Rd. Berlin, CT 06037
Email:	wharper@gaylord.org	
Relationship to Candidate:	Supervisor	Co-Worker
Years Known:		27
	Reference 3	Reference 4
Name:	Nancy Baccaro	Neil O'Leary
School/Org:	University of CT Health Center	City of Waterbury
Current Position:	APRN	Mayor
Home Phone:	(860) 828-1223	
Cell Phone:	(860) 502-5142	
Work Phone:		(203) 574-6712
Mailing Address:	18 Brownstone Rd. Berlin, CT 06037	235 Grand St. Waterbury, CT 06702
Email:	baccaro@uchc.edu	omn5562@yahoo.com
Relationship to Candidate:	Colleague	
Years Known:	20	6

Referrals

How did you hear about employment with us?

District Employee

Waterbury Public Schools Online Application

Phelan, Anne - AppNo: 6597

Date Submitted: 8/14/2015

Additional Information

I am interested in applying for the H.R. Assistant (grant funded) position that was advertised.

Disclosures

Contract Status

- * Are you currently under contract?
If Yes, which district?
If Yes, when does it expire?
When may your present employer be contacted?

No

Professional Status

- * Have you obtained tenure status in any other School District?
If Yes, where?
If Yes, when?
- * Have you ever been denied tenure?

No

No

If Yes, explain:

- * Have you ever had a teaching certificate or teaching license revoked or suspended?

No

If Yes, explain:

- * Have you ever failed to be rehired, been asked to resign a position, resigned to avoid termination, or terminated from employment?

No

If Yes, explain:

- * Are you a relative of any board member, administrator, or supervisor who is currently serving the School District?

Name:

Position:

Relationship:

No

- * 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:

Waterbury Public Schools Online Application

Phelan, Anne - AppNo: 6597

Date Submitted: 8/14/2015

Disclosures continued

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

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.

Waterbury Public Schools Online Application

Phelan, Anne - AppNo: 6597

Date Submitted: 8/14/2015

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, Anne Phelan, agree to all of the terms above.

☒ I agree

Anne P. Phelan

Waterbury, CT
App143@sbcglobal.net

H: 203-755-2196
C: 203-558-1381

SUMMARY

An accomplished leader in the field of human resource and volunteer management in the public sector and healthcare industries. Proven track record of building cohesive teams dedicated to achieving strategic objectives. Participative leadership style with highly effective communication, motivational and management skills.

Major strengths include:

- Labor Relations
- Program Development
- EEO & Affirmative Action
- Communication Skills
- Conflict Resolution
- Performance Management
- Training & Development
- Strong Analytical Skills
- Talent Acquisition
- Customer Service
- Budgeting
- Outstanding Interpersonal skills

PROFESSIONAL EXPERIENCE

Walt Disney Company, Buena Vista, FL Costuming Manager – EPCOT

- Manage Operational, Entertainment and Character costuming at EPCOT.
- Monitor, analyze and take action on costume inventory levels, costume show quality and expenses affecting annual financial targets using inventory management tools.
- Provide ongoing data verification and identify/maintain system accuracy.
- Identify, develop, and analyze improvement opportunities that increase operational efficiency and/or reduce fiscal spending
- Build relationships and interact with all levels of employees and leadership.

Gaylord Specialty Healthcare, Wallingford, CT Interim Manager of Volunteer Services and Gift Shop

- Reviewed various volunteer programs and identified areas for growth
- Created position descriptions for volunteers and facilitated working of staff
- Revised onboarding process for new volunteers
- Managed the daily operation of the hospital gift shop
- Met with vendors and product representatives to select goods and gifts appropriate to the potential buying audience, season of the year and recognized customer demand.

The Hospital of Central Connecticut, New Britain, CT Director of Volunteer Services

- Managed two campus programs including recruitment, interviewing, selection, and evaluation of over 300 volunteers and 12 paid staff.
- Planned and conducted orientation and in-service education programs.
- Planned and organized recognition events for volunteers.
- Implemented computerized volunteer data base.
- Served on Auxiliary Board and played integral role in Auxiliary's fundraising events.

- Established new programs and services targeted at improving patient satisfaction ratings.
- Developed and revised job descriptions for volunteers and paid staff.
- Created and delivered oral and written presentations and reports to various groups including senior leadership, managers, employees, volunteers and community groups.
- Formulated, maintained and interpreted departmental policies and procedures.
- Prepared and managed department budget to ensure efficient utilization of time and resources.

Human Resources Consultant

- Interpreted policies and advised managers regarding employment, discipline, wage and employee relations matters.
- Participated in Labor Management meetings and grievance proceedings.
- Recruited, selected and placed nursing and clinical staff.
- Coordinated and participated in new employee orientation.
- Wrote AAP; analyzed data and prepared all statistical EEO reports.
- Composed responses to CHRO complaints.

Post University, Waterbury, CT**Adjunct Faculty – School of Business**

- Develop course content and teach Management, Labor Relations and Human Resource Management courses to undergraduate students.

City of Waterbury, Waterbury, CT**Personnel Administrator**

- Advised managers regarding employee relations issues to ensure adherence to contract provisions within eight bargaining agreements as well as local, state and federal statutes.
- Served both as First Chair and negotiating team member on several negotiating committees in contract negotiations.
- Conducted second level grievance hearings.
- Recommended changes to the City charter, Commission rules and contracts which affected employee relations subjects.
- Performed job analyses and evaluations and wrote recommendations for action by appropriate Commissions and Boards.
- Recruited, interviewed and administered employment examinations and selected all classified service personnel.

RELEVANT COMMUNITY EXPERIENCE**New Britain Public Library****Board of Directors Member**

- Create and interpret human resource policies and procedures.
- Conduct third step grievance hearings.
- Serves as second chair in contract negotiations.
- Lead search committee in the hiring process of two library directors.

EDUCATION

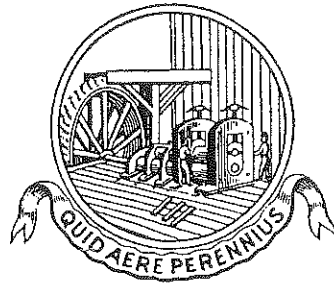
MS, Labor Relations, University of New Haven, West Haven, CT

BS, Education, University of Connecticut, Storrs, CT

Communications



Packet week ending: 11/16/15



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

November 6, 2015

Andrew Cap
66 Evergreen St.
Waterbury, CT 06708

Dear Mr. Cap:

We are pleased to receive your acceptance of our offer of employment for the position of Part-time Office Aide for the Department of Education – Carrington School (Requisition #201422) at \$9.71 per hour.

Your first day reporting to Carrington School was October 26, 2015.

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

This position does not provide health insurance benefits. Please refer to the SEIU contract for other available fringe benefits by visiting our website at www.waterburyct.org.

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

We look forward to working with you.

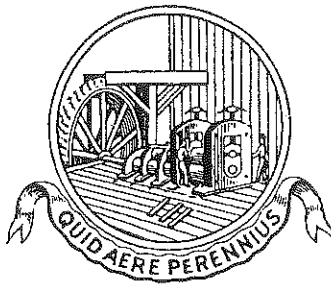
Again, welcome to the City of Waterbury.

Sincerely,

Lisa Dunn
Human Resources Generalist

LD/sd

cc: Board of Education
Dr. Ouellette, Supt. of Schools
Kevin Brennan, Principal @ Carrington Schl
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

November 6, 2015

Aimee Missett
46 Alberta St.
Waterbury, CT 06708

Dear Ms. Missett:

Your name is being certified to the Education Department for the position of Elementary School Supervising Vice-Principal – Driggs Elementary School (Req. #2015676) per SAW contract.

Please call Cathy Diana, Provisional Senior HR Generalist - Education to discuss the details of the position. The telephone number is (203) 574-8000.

Failure to call the above named individual by November 13, 2015 will result in your name being removed from the eligibility list.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Sincerely,

Lisa Dunn
Human Resources Generalist

LD/sd

cc: Board of Education
Dr. Ouellette, Supt. of Schools
Cathy Diana, Provisional Senior HR Generalist- Educ.
Michael Theriault, Principal @ Driggs Elementary School
Shuana Tucker, Talent Prof Dev Spvr
file

SECOR, CASSIDY & MCPARTLAND, P.C.

ATTORNEYS AT LAW

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Southbury, CT 06488
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Fax (203) 264-6730

** Also Admitted in New York
* Also Admitted in Rhode Island

Of Counsel
DONALD MCPARTLAND
JOHN DEL BUONO

Tax Counsel
JOHN J. PALMERI, CPA, JD, LL.M.[†]
[†] Taxation

November 6, 2015

Dr. Arlene Arias
Chantae K. Campbell
Robert M. Goodrich
Radical Advocates for Cross-Cultural Education
14 Stanrod Avenue
Waterbury, CT 06704

Re: Waterbury Teacher Negotiations

Dear Dr. Arias, Ms. Campbell and Mr. Goodrich:

Please be advised that I represent the Waterbury Board of Education in the current teachers' contract negotiations.

My client recently provided me with a copy of your email dated October 26, 2015, as well as a copy of your October 19, 2015 letter attached thereto. I have had an opportunity to speak with my client regarding your request to suspend negotiations in order to allow for a citizen advisory board to observe those proceedings. The Board of Education is unable to agree to your request for the following reasons.

The Teacher Negotiation Act ("TNA"), which provides the statutory framework and requirements for teacher contract negotiations, includes mandatory timeframes for negotiations, mediation, arbitration and contemplation by the legislative body. The State Department of Education ("SDE") strictly enforces those deadlines and in fact, will select mediators and arbitrators if the parties fail to make their own selections.

As applied to the current Waterbury negotiation cycle, the notable dates are as follows:

Negotiation period began: September 4, 2015

Mediation period began: October 24, 2015
Arbitration Period begins: November 18, 2015

These dates were published on the SDE's website several months before the negotiation period began. As you can see, the mandatory mediation period began on October 24, 2015 and the mandatory arbitration period is less than two (2) weeks away.

Furthermore, the Freedom of Information Act ("FOIA") excludes collective bargaining strategy and negotiations from its open meeting requirements and, the Connecticut Supreme Court recently decided a case that, in effect, excludes the public from arbitration hearings under the TNA.

Both FOIA and the Supreme Court decision referenced above do not prohibit the parties, *through mutual agreement*, from holding TNA proceeding open to the public. However, that has not happened here, as the parties Groundrules for Negotiations were drafted and agreed upon in September.

The Board of Education understands the significance of a public dialogue on the policy issues identified in your correspondence. However, I have advised my client that unilaterally halting the mandatory TNA proceedings (that are currently ongoing), may constitute a "prohibited practice."

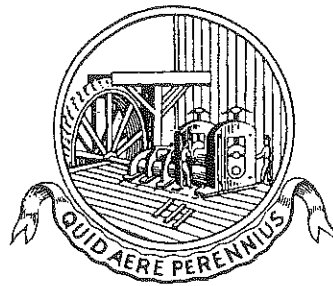
For these reasons, the Board of Education cannot agree to your request to suspend the current proceedings under the TNA.

Sincerely,



Tara L. Shaw

Cc: Waterbury Board of Education, *via email*
Dr. Kathleen Ouellette, *via email*
Paul Guidone, *via email*
Darren Schwartz, *via 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

November 6, 2015

Maryellen Malenda
197 Melbourne St.
Naugatuck, CT 06770

Dear Ms. Malenda:

We are pleased to receive your acceptance of our offer of employment for the position of part-time Office Aide for the Education Department – Hopeville School (Requisition #2015582) at \$9.71 per hour.

We have scheduled your orientation for Thursday, November 12, 2015 at 11:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to the Education Department – Hopeville School will be November 13, 2015..

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

This position does not provide health insurance benefits. Please refer to the SEIU contract for other available fringe benefits by visiting our website at www.waterburyct.org.

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

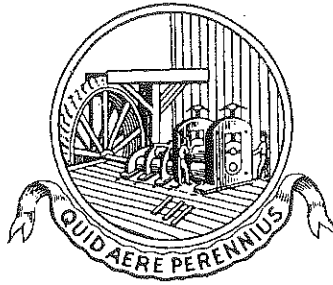
We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Lisa Dunn
Human Resources Generalist
LD/sd

cc: Board of Education
Dr. Ouellette, Supt. of Schools
Debra Ponte, Principal @ Hopeville Schl
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

November 9, 2015

Rebecca Harmon
67 Transit St.
Waterbury, CT 06704

Dear Ms. Harmon:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Attendance Counselor (Req. #15-150;HRIS#2015198) at \$21.2893 per hour. Please contact Wendy Owen, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 12, 2015 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 November 13, 2015 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 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,


Lisa Dunn
Human Resources Generalist
LD/sd

cc Board of Education
Dr. Ouellette, Supt. of Schools
Wendy Owen, Director of Spec Educ
file