Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street ~ Waterbury, CT 06702 203-574-8009

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: February 10, 2026

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, February 12, 2026, Generali School

The Committees of the Board of Education will meet on Thursday, February 12, 2026, 5:30 p.m., General School, 3196 East Main Street, Waterbury, Connecticut.

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/MvvKt6WpVnI

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PRINCIPAL'S REPORT – Kristen Copperthite

PUBLIC SPEAKING

1. *Committee on School Personnel/3 minutes* ~ New position of Food Service Site Coordinator Supervisor (replacing position of Deputy Director) – N. Albini, A. Shaban.

2. *Committee on School Personnel/3 minutes* ~ New position of Registered Dietitian (replacing position of Diet Technician) – N. Albini, A. Shaban.

3. *Committee on Finance/2 minutes* ~ Request approval to participate in the Healthy Food Certification Program per CGS 10-215f – A. Shaban.

4. *Committee on Finance/2 minutes* ~ Request approval of the food and beverage exemption statement for the Healthy Food Certification relative to CGS 10-221q – A. Shaban.

5. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement (RFP #8132) for Engineering On-Call Professional Services 2025 through 2027 with Friar Architecture, Inc. – N. Albini, Engineering Department.

6. *Committee of the Whole/10 minutes* ~ Update: School Based Health Clinics – Aisling McGuckin.

7. *Committee on Finance/3 minutes* ~ Request approval of Amendment Two (2) to the Professional Services Agreement with Community Health Center, Inc. for school based health center services – A. McGuckin/Director of Health.

8. *Committee on Finance/3 minutes* ~ Request approval of a Services Agreement with Delta-T Group Hartford, Inc. for speech and language therapy services – W. Johns.

9. *Committee on Finance/3 minutes* ~ Request approval of a Services Agreement with Access Rehab Centers, LLC for speech and language therapy services – W. Johns.

10. *Committee on Finance/3 minutes* ~ Request approval of a Services Agreement with Orange Tree Staffing, LLC for speech and language therapy services – W. Johns.

11. *Committee on Finance/3 minutes* ~ FYI – December 2025 Monthly Expenditure Report – D. Biolo.

12. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by school organizations and/or City departments – N. Albini.

13. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by outside organizations and/or waiver requests – N. Albini.

14. *Committee of the Whole/10 minutes* ~ Discussion: 2025/2026 school year calendar – Dr. Schwartz.

15. *Superintendent's Update* ~ Dr. Schwartz.

16. *Superintendent's Notification to the Board/5 minutes:*

a. Athletic appointments:

Name	*Position*	*School*	*Effective*
Borrelli, Christopher	Assistant Indoor Track Coach	CHS	01/13/26

b. Grant funded appointments:

Name	*Position*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Eff.*
Bond, Imani	Hall Monitor-CHS	PT	$16.94/hr	NON BOE	General Fund	01/15/26
Dinino, Robert	Hall Monitor-WAMS	PT	$16.94/hr	NON BOE	InterDis WAMS 2	02/05/26
Drewry, Jack	Accountant 2-Grants Office	FT	$24.50/hr	UPSEU 69	Title I DW 2	01/15/26
Trendafili, Irini	Classroom Assistant-Rotella	FT	$22.45/hr	UPSEU 68	InterDis Rotella	01/08/26
Velazquez, Martha	Spanish Tutor RC International	PT	$25.00/hr	NON BOE	Title IIA 25-27	02/05/26
Verrastro, Andrea	Tutor-Carrington	PT	$36.00/hr	NON BOE	Title I DW 2	02/19/26

c. Miscellaneous appointments:

Name	*School/position*	
Gilday, Michael	WMS/Lead Teacher	Afterschool Esports Program
Jester, Kristen	Reed/Lead Teacher	Afterschool Esports Program
Magnavice, Jennifer	WAMS/Lead Teacher	Afterschool Esports Program
Perkins, Christopher	KHS/Lead Teacher	Afterschool Esports Program
Gwiazdoski, Paul	CHS/Teacher	Afterschool Academic Technology
Cusack, Tara	KHS/Lead Teacher	Afterschool Academic Support
Caruso, Anthony	KHS/Teacher	Afterschool Academic Support
Sullivan, Carly	KHS/Teacher	Afterschool Academic Support

d. Resignations/deaths:

Name	*Assignment*	*Effective*
Blumetti, Olivia	Wilson/Grade 2	01/30/26
Kostenko, Sandra	Driggs/Special Education	01/24/26 (deceased)
Palladino, Erica	WSMS/Grade 8 Science	02/19/26
Ring, Katherine	WSMS/Special Education	02/27/26

e. Retirements:

Name	*Assignment*	*Effective*
Blasavage, Michael	WCA/Art	06/30/26
Pelletier, Elizabeth	Reed/Grade K	06/30/26
Rinaldi, Cynthia	Reed/PreK Regular Ed	11/04/26
Rinaldi, Laura	Generali/Grade K	06/30/26
Rodriguez, Alberto	WCA/World Language Spanish	06/30/26

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

ADJOURNMENT

ATTEST: _____
Carrie A. Swain, Clerk
Board of Education

WATERBURY PUBLIC SCHOOLS

#1 & #2

Committee Meeting Agenda/Minutes

Committee:	BOE School Personnel Committee		
Location:	**Date of Meeting:**	**Start Time:**	**Finish Time:**
Walsh School 55 Dikeman Street Waterbury, CT	Thursday January 8, 2026	5:03pm	***5:30pm***

Team Norms:

1. All meetings will start on time
2. All team members will agree to stay on specific agenda topics
3. A specific agenda will be set for all meeting

Commissioners Present:	Staff Present:
Yarixa Lopez, Rocco Orso, Margret Bowen, Anthony Ireland, Jacqueline Jackson, Liz Brown (non-committee member)	***Dr. Darren Schwartz, Nick Albini, Adam Shaban***

AGENDA			MOTION
		Time Allotted	**Motion by/seconded by Vote tally**
1.	Job specification for the proposed new position of Food Service Site Coordinator Supervisor (replacing position of Deputy Director)	17:46	***Motion to approve and move forward and be reviewed at the next BOE Workshop*** ***Yarixa Lopez/Rocco Orso***
2.	Job specifications for the proposed new position of Registered Dietitian (replacing position of Diet Technician)	10:00	***Motion to approve and move forward and be reviewed at the next BOE Workshop*** ***Yarixa Lopez/Rocco Orso***
3.	Adjournment		***Motion to adjourn*** ***Yarixa Lopez/Rocco Orso***

Additional notes/minutes:

- Food quality: Land O'Lakes cheese, Cook & Leads ideas for meals, other distributors, food processors, orders for 26-27.
- Chicken, beef & cheese bid by the end of the month. Some schools will be working on getting a salad bar.
- Adam Shaban is now the new person who took on the role from Linda Franzese.

Minutes prepared by: *Jacqueline Jackson & Marguerite H Bowen*

The Food Service Department has recognized the need for the creation of two new positions, Food Service Site Coordinator and Registered Dietitian, to act as a replacement for the Deputy Food Service Director Position. These positions will be supervisory and allow for complete oversight of the various functions of the department.

The Food Service Site Coordinator will be responsible for promotional activities and will have a primary function of overseeing the Site Coordinator positions. The selected candidate will work on training and compliance, along with guidance on proper staffing at the individual sites. They will work closely with the Food Service Director to ensure that the various sites are being supported properly and following the different requirements of the USDA, CSDE and City, and Education rules. The creation of this position will alleviate some of the general duties of the Site Coordinators, allowing them to have a more on-site presence and direct support to the individual schools. This added support will allow us to more effectively develop employees and ultimately present a better product to the students. Having this as a promotional position allows a person who has worked in the capacity of a Site Coordinator the ability to use those unique working experiences to become a more effective supervisor. They will understand the unique challenges that change at each of the individual sites in order to more accurately guide Leads and Site Coordinators.

The position of Registered Dietitian is being proposed in order to increase the training and educational background needed in the meal planning portion of our operation. With the changing regulations from the USDA concerning the School Lunch Program and the addition of our central kitchen, the duties of menu creation, recipe development, order preparation, and compliance have outgrown the dietician position that currently exists. This person will be required to train Cooks, Leads, and Site Coordinators in recipes, preparation and nutritional requirements.

These positions will replace 2 existing positions in the department. We will no longer need the positions of Deputy Director or Diet Technician. Both of these new positions will be in the Management Union and will work closely with the Food Service Director to ensure compliance and quality for the students. This plan will also result in a savings of approximately $47,000. This reorganization is needed to evolve with the changing environment within the department to create a complete and balanced management team.

Date Approved C.S.C.:
Date Approved Board of Aldermen:
FLSA Status: Exempt
Union Affiliation: MAA

FOOD SERVICE SITE COORDINATOR SUPERVISOR

GENERAL STATEMENT OF DUTIES:
The Food Service Site Coordinator Supervisor provides leadership and operational oversight across all district cafeterias. This role supervises site coordinators, manages food ordering for pre-plate schools, and ensures compliance with USDA and state regulations. The incumbent assists the Food Service Director in procurement, vendor coordination, and staff training, while also organizing the district's annual start-of-year meeting for lead staff. The position requires strong organizational, communication, and leadership skills to maintain seamless, compliant, and efficient nutrition operations districtwide.

DISTINGUISHING FEATURES OF THE CLASS:

Employee is responsible for overseeing the functions of the school cafeteria. Employee works under the direction of the Food Service Director.

EXAMPLES OF WORK: (Illustrative only)

- Collaborates with the Food Service Director to analyze data, identify trends, and develop strategies for improvement.
- Directly Supervises and guides Site Coordinators to ensure compliance with USDA regulations regarding serving and meal compliance.
- Provides ongoing training for Site Coordinators and food service teams on POS systems, HACCP, menu implementation, and customer service.
- Supports the Director in preparing for administrative reviews and audits.
- Manages and places all food, supply, and commercial orders for pre-plate schools, ensuring accuracy, cost control, and product availability.
- Tracks deliveries, resolves discrepancies with vendors and the warehouse, and maintains up-to-date inventory and usage records.
- Maintains detailed procurement and production trackers to support accurate forecasting and reporting.
- Oversees and provides guidance and direct supervision to school site coordinators to ensure efficient, compliant, and customer-focused cafeteria operations.
- Conducts routine site visits to monitor compliance with health, safety, and sanitation standards.
- Evaluates site performance, provides feedback, and assists with staff training and corrective action as needed.
- Serves as a point of contact and support for school administrators and staff regarding cafeteria operations and concerns.
- Contributes to the preparation of commercial bids for food and supplies. Assists in evaluating vendor proposals, verifying specifications, and participating in the award process to ensure compliance with procurement standards.
- Plays an essential role in organizing the annual start-of-year meeting for lead staff, ensuring all operational updates and training materials are prepared and distributed.
- Perform other relevant duties as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Ability to communicate verbally and in writing with subordinates peers and supervisors. Ability to organize and direct other people. Knowledge of food service. Experience working in the food service field.

ACCEPTABLE EXPERIENCE & TRAINING:

High School diploma or GED required

Minimum of three (3) years experience in as a Food Service Site Coordinator.

- Valid ServSafe or State of Connecticut–approved sanitation certification.
- Valid Connecticut driver's license with an acceptable driving record.
- Ability to travel between schools and district facilities as required.

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

NEVER (N)	**OCCASIONALLY (O)**				**FREQUENTLY (F)**	**CONSTANTLY (C)**			
0 % of Shift	1-33% of Shift				34-66% of Shift	67-100% of Shift			
Working Conditions	**N**	**O**	**F**	**C**	**Working Conditions**	**N**	**O**	**F**	**C**
Physical Demands					Depth Perception			X	
Standing			X		Color Distinction	X			
Walking			X		Peripheral Vision			X	
Sitting			X		Driving	X			
Lifting			X		**Physical Strength:**				
Carrying			X		Little Physical Effort (-10 lbs.)			X	
Pushing		X			Light Work (-20 lbs.)			X	
Pulling	X				Medium Work (20-50 lbs.)		X		
Climbing			X		Heavy Work (50-100 lbs.)	X			
Balancing			X		Very Heavy Work (100+ lbs.)	X			
Stooping			X		**Environmental Conditions**				
Kneeling	X				Cold (50 degrees F or less)	X			
Crouching			X		Heat (90 degrees F or more)	X			
Crawling	X				Temperature Changes	X			
Reaching			X		Wetness	X			
Handling			X		Humidity	X			
Grasping			X		Extreme Noise or Vibration	X			
Twisting	X				Exposure to Chemicals	X			
Feeling	X				Exposure to Gases and Fumes	X			
Talking				X	Exposure to Unpleasant Odors	X			
Hearing				X	Exposure to bodily fluids	X			
Repetitive Motion			X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X		Confinement to Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse	X			

Frequency: Place an "X" in each box that is appropriate to your job.

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

The City of Waterbury is an equal opportunity employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourage both prospective and current employees to discuss potential accommodations with the City when necessary.

Prepared on: December 9, 2025 **FOOD SERVICE SITE COORDINATOR SUPERVISOR**

Date Approved C.S.C.:
Date Approved Board of Aldermen:
FLSA Status: Exempt
Union Affiliation: MAA

REGISTERED DIETITIAN

GENERAL STATEMENT OF DUTIES:

Responsible for the nutritional analysis of Waterbury Public School menus.

DISTINGUISHING FEATURES FO THE CLASS:

Working under the general direction of the Food Service Director (FSD), analyzes and develops menus to ensure compliance.

EXAMPLES OF DUTIES:

- Plans, develops, and analyzes menus and recipes to meet USDA and CSDE meal pattern requirements using nutrient analysis software and standardized recipes.
- Assists the Food Service Director in increasing program participation and improving menu appeal through student feedback and data review.
- Supervises and guides Site Coordinators in proper implementation of menus and recipes to ensure all nutritional requirements are met and quality is consistent.
- Oversees ordering, receiving, and distribution of USDA Foods and commercial products; ensures compliance with procurement and Buy American requirements.
- Coordinates all aspects of the procurement process, including commodity forecasting, competitive bidding, and vendor relations.
- Ensures food quality, safety, and portion accuracy through adherence to standardized procedures and HACCP guidelines.
- Incorporates local and seasonal products and promotes farm-to-school initiatives and nutrition education throughout the district.
- Provides staff training and supports special events, wellness promotions, and grant-related nutrition initiatives.
- Participates in the Health and Wellness Advisory Council and contributes to state-mandated Triennial Assessments and wellness reporting.
- Maintains accurate records for menu analysis, procurement, inventory, and administrative reviews.
- Collaborates with school administrators, nurses, and foodservice managers to ensure consistent communication, safety, and support for student health needs.
- **Perform other relevant duties as required.**

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES:

- Thorough knowledge of USDA Child Nutrition Programs (NSLP, SBP, ASP, FFVP, Smart Snacks) and CSDE nutrition, procurement, and reporting standards.
- Understanding of federal procurement procedures, including Buy American and USDA foods entitlement management.
- Proficiency in menu planning, nutrient analysis, and recipe development for age-appropriate meal patterns.
- Familiarity with food safety and sanitation and modified-consistency diets under the IDDSI framework.
- Knowledge of local food systems, sustainable procurement, and farm-to-school principles.
- Skill in data collection, analysis, and interpretation for menu evaluation, procurement tracking, and wellness policy assessment.
- Ability to communicate effectively with diverse audiences, lead staff training, and collaborate across departments and with community partners.

ACCEPTABLE EXPERIENCE AND TRAINING:
Registered Dietitian (RD/RDN) credentialed by the Commission on Dietetic Registration (CDR), Active Dietitian/Nutritionist license from the State of Connecticut Department of Public Health and Bachelor's degree in Nutrition, Dietetics, Food Service Management, or a related field.

ADDITIONAL REQUIREMENT:
ServSafe Manager Certification or equivalent food safety credential **within 6 months**

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

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NEVER (N)	**OCCASIONALLY (O)**				**FREQUENTLY (F)**	**CONSTANTLY (C)**			
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Physical Demands					Depth Perception		X		
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Walking		X			Peripheral Vision		X		
Sitting			X		Driving	X			
Lifting		X			**Physical Strength:**				
Carrying		X			Little Physical Effort (-10 lbs.)		X		
Pushing		X			Light Work (-20 lbs.)		X		
Pulling		X			Medium Work (20-50 lbs.)		X		
Climbing		X			Heavy Work (50-100 lbs.)	X			
Balancing		X			Very Heavy Work (100+ lbs.)	X			
Stooping		X			**Environmental Conditions**				
Kneeling		X			Cold (50 degrees F or less)	X			
Crouching		X			Heat (90 degrees F or more)	X			
Crawling		X			Temperature Changes		X		
Reaching		X			Wetness	X			
Handling		X			Humidity	X			
Grasping		X			Extreme Noise or Vibration		X		
Twisting		X			Exposure to Chemicals	X			
Feeling			X		Exposure to Gases and Fumes	X			
Talking			X		Exposure to Unpleasant Odors	X			
Hearing				X	Exposure to bodily fluids	X			
Repetitive Motion			X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X		Confinement to Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse	X			

Frequency: Place an "X" in each box that is appropriate to your job.

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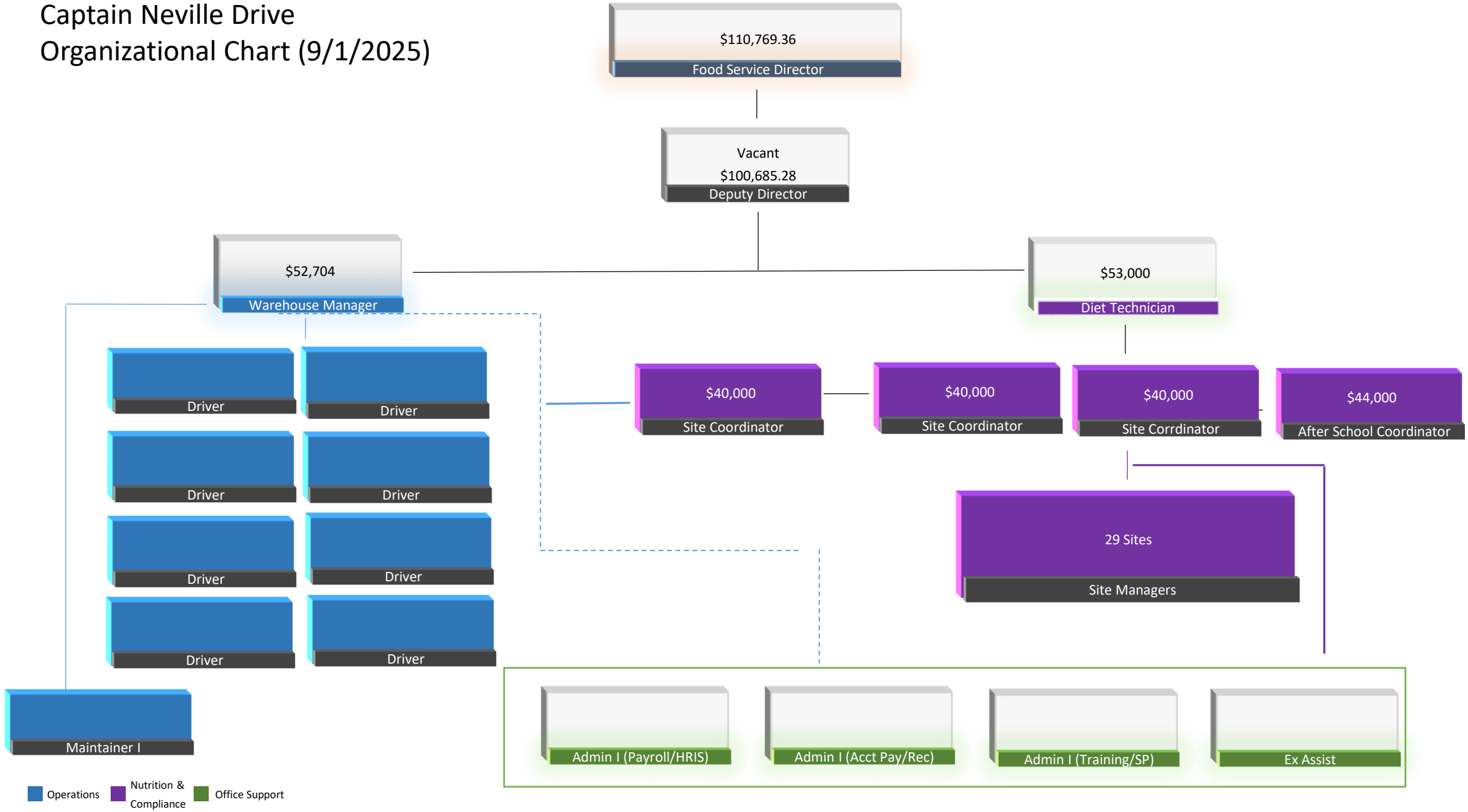
Prepared on: December 9, 2025 **Registered Dietitian**

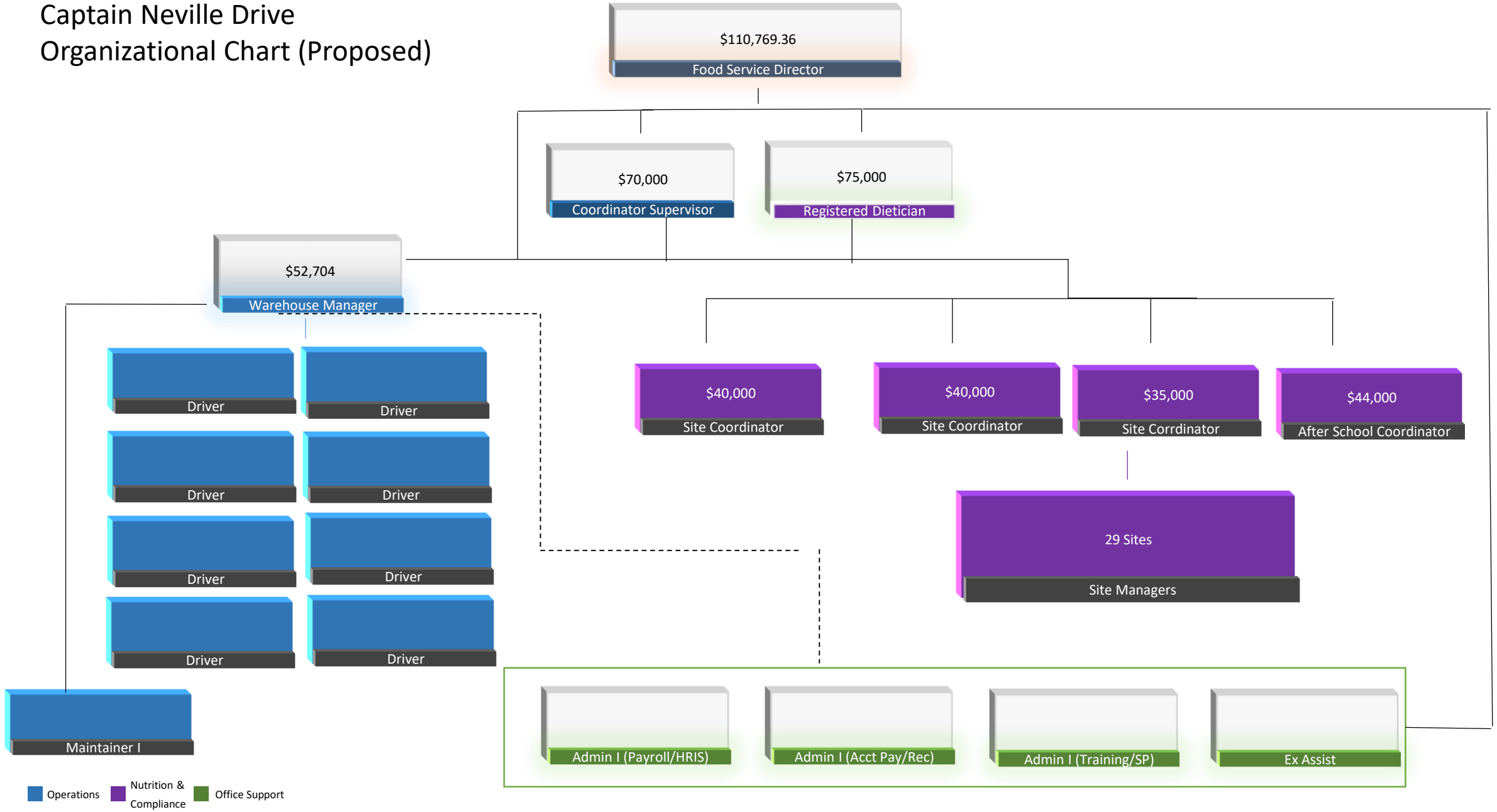
Waterbury Board of Education
School Personnel Committee
SIGN-IN SHEET
January 8, 2026

PRINT NAME	TITLE
Margarita H. Bowen	Vice Chair
Rocco Orso	BOE Commissioner
Jacqueline Jackson	Commissioner, Wby. BOE
Yarixa Lopez	BOE commissioner
ADAM SHABAN	FOOD SERVICE DIRECTOR
Darren Schwarm	Superintendent
Anthony Ireland	Chair, BOE
Nicholas Albini	COO
Elizabeth Brown	Commissioner

Captain Neville Drive
Organizational Chart (9/1/2025)



Captain Neville Drive
Organizational Chart (Proposed)



Cost Savings Analysis

- Previous Director Salary $154,554
- Current Director Salary $110,769
  - Director Cost Savings $ 43,785
- Coordinator Supervisor Salary $ 70,000
- Replacement Site Coordinator $ 35,000
  - Coordinator Cost Increase $ 65,000
- Current Dietician Salary $ 53,000
- Registered Dietician Salary $ 75,000
  - Dietician Cost Increase $ 22,000
- Assistant Director Elimination
  - Savings $ 100,685
- Total Department Savings $ 57,470

#3 & #4

STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION

TO: Sponsors of the National School Lunch Program

FROM: Shannon K. Yearwood, Bureau Chief
Bureau of Child Nutrition Programs

DATE: January 30, 2026

SUBJECT: Operational Memorandum No. 03-26
Requirements for Submitting the Healthy Food Certification (HFC) Statement for School Year 2026-27

The Healthy Food Certification (HFC) statute (C.G.S. Section 10-215f) requires that every year, local boards of education or governing authorities (BOE) for public schools participating in the National School Lunch Program (NSLP) must determine and certify whether all food items sold to students separately from reimbursable meals will or will not meet the Connecticut Nutrition Standards (CNS).These standards also apply to all foods offered in reimbursable snacks for the Afterschool Snack Program (ASP).

"Public schools" include all public schools, regional educational service centers, the Connecticut Technical Education and Career System (CTECS), charter schools, interdistrict magnet schools, and endowed academies.

This memo provides the required BOE motion language and step-by-step instructions for submitting the HFC application for school year (SY) 2026-27. Please review this Operational Memorandum carefully to ensure accurate and timely submission of the HFC Statement.

HFC Eligibility Requirements for BOEs opting to implement HFC

To be eligible for HFC during SY 2026-27 (July 1, 2026, through June 30, 2027), the BOE must conduct the HFC votes by **July 1, 2026**. All votes must use the **exact motion language** provided in attachment 1.

All BOEs **must** vote on whether to participate in the healthy food option of HFC.

- If the BOE votes "yes" to the healthy food option, a vote on whether to allow food exemptions is **required**. The BOE may choose to vote on whether to allow beverage exemptions.

- If the BOE votes "no" to the healthy food option, a vote on whether to allow food exemptions is **not** required. The BOE may choose to vote on whether to allow beverage exemptions.

Beverage exemptions are defined by a separate statute (C.G.S. Section 10-221q) and are not part of the annual HFC Statement. If the BOE does not vote to allow beverage exemptions, only allowable beverages can be sold to students on school premises at all times.

Refer to attachment 1 for the required motion language and a summary chart of the required votes.

HFC Application Process for SY 2026-27

All public school sponsors of the NSLP must complete the steps below to meet the HFC application deadline of **July 1, 2026**, for school year 2026-27**.**

1. Schedule the required HFC votes at a BOE meeting **well before** July 1, 2026, to allow sufficient time for the BOE to approve the **draft** minutes before they are submitted to the CSDE. The HFC Statement must include the **final** BOE-approved minutes. If the district chooses to allow beverage exemptions, the CSDE recommends that the BOE conducts the vote on beverage exemptions at the same time as the HFC votes.

2. Conduct the BOE votes and prepare the BOE minutes. The final BOE-approved minutes must: 1) include the required language in attachment 1; and 2) indicate the results of each vote. Do not submit the final BOE-approved minutes until requested by the CSDE (refer to step 3).

3. **May 2026:** Complete the online HFC application module in the CSDE's Connecticut Online Application and Claiming System for Child Nutrition Programs (CNP System). Upload the final BOE-approved minutes indicating the results of the HFC votes. The CSDE will notify sponsors when the HFC application module and instructions are available.

For more information, visit the "Annual HFC Application" section of the CSDE's HFC webpage. Training on the HFC application process is available in the CSDE's video, *Completing the Application Process for Healthy Food Certification*.

For HFC compliance resources, visit the "Guidance and Resources" section of the CSDE's HFC webpage. Training on the HFC requirements is available in the CSDE's training program, *Complying with Healthy Food Certification*.

For questions or additional information, please contact Susan Fiore at 860-807-2075 or susan.fiore@ct.gov or Teri Dandeneau at 860-807-2079 or teri.dandeneau@ct.gov.

SKY:sff

Attachments: (1)

Important: This is a numbered Connecticut State Department of Education (CSDE) operational memorandum that contains important program information. Please read carefully and retain for future reference. All CSDE operational memoranda are posted on the CSDE's Operational Memoranda for School Nutrition Programs webpage.

Attachment 1

Required Motion Language for the Healthy Food Certification (HFC) Statement

School Year 2026-27

This attachment accompanies the Connecticut State Department of Education's (CSDE) Operational Memorandum No. 03-26: *Requirements for Submitting the Healthy Food Certification (HFC) Statement for School Year 2026-27* and provides the required motion language for:

- the board of education or governing authority's (BOE) votes; and
- the final BOE-approved minutes.

The HFC Statement and final BOE minutes are due to the CSDE by July 1, 2026.

Use the **exact motion language** on pages 2-3 to conduct the required HFC votes and the optional vote for beverage exemptions (if applicable).

Summary of BOE Votes

Step 1: HFC Participation

All BOEs of public schools that participate in the National School Lunch Program (NSLP) must use the language in this attachment to conduct the required vote on participation in the healthy food option of HFC.

Step 2: Food and Beverage Exemptions

Conduct the votes on food and beverage exemptions using the required language in this attachment.

- If BOE votes "yes" to HFC, complete either one of the two requirements below.
    1. Conduct the required vote for food exemptions and the optional vote for beverage exemptions using the required language in this attachment.
    2. Conduct one vote for combined food and beverage exemptions using the required language in this attachment.
- If BOE votes "no" to HFC, conduct the optional vote for beverage exemptions using the required language in this attachment.

Required Motion Language for the Healthy Food Certification (HFC) Statement

Required Language for BOE Votes and Minutes for HFC

The required motion language for each BOE vote is below. All BOEs must use this exact language for each vote to be eligible for participation in HFC.

Vote 1: Required vote for participation in healthy food option of HFC

> Pursuant to C.G.S. Section 10-215f, the (*insert name of board of education or governing authority*) certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2026, through June 30, 2027. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to school stores, vending machines, school cafeterias, culinary programs, and any fundraising activities on school premises sponsored by the school or non-school organizations and groups.

Vote 2: Required vote for food exemptions for BOEs voting "yes" to the healthy food option of HFC

The motion and BOE-approved meeting minutes must reflect a "yes" or "no" vote to allow food exemptions.

> The (*insert name of board of education or governing authority*) will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An "event" is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The "regular school day" is the period from midnight before to 30 minutes after the end of the official school day. "Location" means where the event is being held and must be the same place as the food sales.

Note: If the BOE votes "no" to participation in the healthy food option, a vote on whether to allow food exemptions is **not** required.

Required Motion Language for the Healthy Food Certification (HFC) Statement

Required Language for BOE Vote and Minutes on Beverages

The state beverage requirements (C.G.S. Section 10-221q) apply to all public schools, regardless of whether the district participates in the NSLP or certifies for the healthy food option of HFC.

Vote 3: Optional vote for beverage exemptions for all BOEs

> The (*insert name of board of education or governing authority*) will allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An "event" is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. The "school day" is the period from midnight before to 30 minutes after the end of the official school day. "Location" means where the event is being held and must be the same place as the beverage sales.

Required Language for Option to Combine Food and Beverage Exemptions

BOEs that vote "yes" to participate in the healthy food option may choose to combine the two separate food and beverage exemptions into one motion. This combined option replaces votes 2 and 3 above.

> **Required motion language for combined food and beverage exemptions:**
>
> The (*insert name of board of education or governing authority*) will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards and beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food and beverage items are not sold from a vending machine or school store. An "event" is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The "regular school day" is the period from midnight before to 30 minutes after the end of the official school day. "Location" means where the event is being held and must be the same place as the food and beverage sales.

#5

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: January 5, 2026

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and Friar Architecture, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and Friar Architecture, Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of on-call agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into

the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

Lastly, please be advised that Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
FRIAR ARCHITECTURE INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and FRIAR ARCHITECTURE INC., located at 21 TALCOTT NOTCH ROAD SUITE 2, FARMINGTON, CT 06032, a State of Connecticut duly registered domestic corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, 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 **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached

hereto, are acknowledged by 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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 114 pages (incorporated by reference), and the Consultant's 8 page Cost Information Schedule Packet (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

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

1.2.1 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 114 pages, including the Consultant's Cost Information Schedule

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its

Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction Administration

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and
1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its

employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

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

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

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

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

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

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, 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 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. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver 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 a Consultant representative acceptable to the City's Using Agency.

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

3.9. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.10. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have contact with a student. The Consultant agrees that "direct contact" shall include the Consultant and its employees providing services under this Contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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 complete all work and services required under this Contract by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date 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 be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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

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

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

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

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** 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 shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, 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, City's Boards, and 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, design, drawings, 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, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, 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; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, 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.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

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 Each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

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

9.4.2 Automobile Liability Insurance:

$1,000,000.00 combined single limit (CSL)

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

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

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

9.4.4 Excess/Umbrella Liability Insurance:

$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous materials, including Asbestos & Lead

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 include a waiver of subrogation on all policies 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 a primary and non-contributory basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** 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. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.9 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

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 or Termination.

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

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

13.4.3 Termination by the Consultant. The Consultant may, by written

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

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

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

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

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

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

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

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

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so

approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8132** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this

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

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

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

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

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

Consultant: FRIAR ARCHITECTURE INC.
21 TALCOTT NOTCH ROAD SUITE 2
FARMINGTON, CT 06032

City: City of Waterbury
c/o _____
Waterbury, CT 0670_

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by

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

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

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

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

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

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver

said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

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

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

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

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

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

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

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

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

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

(signature page follows)

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

WITNESSES:	**CITY OF WATERBURY**
Sign:_____	By:_____
Print name:	Paul K. Pernerewski, Jr. Mayor
Sign:_____	Date: _____
Print name:	
WITNESSES:	**FRIAR ARCHITECTURE INC.**
Sign:_____	By:_____
Print name:	Print name: Its _____
Sign:_____	
Print name:	Date: _____

ATTACHMENT A

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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 114 pages (incorporated by reference), and the Consultant's 8 page Cost Information Schedule Packet (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Respondent shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

*3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "***REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements."**
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

Clarifications:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☐ 2025 – 2027, inclusive
- ☐ 2025
- ☐ 2026
- ☐ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

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

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

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

City of Waterbury Engineering On-Call Services

Confidential Cost Information Schedule

RFQ #8132

November 1, 2024

FRIAR ARCHITECTURE INC.

ARCHITECTURE + INTERIOR DESIGN + MASTER PLANNING

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Friar Architecture Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☑ 2025 – 2027, inclusive
- ☐ 2025
- ☐ 2026
- ☐ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ N/A	$ N/A
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ N/A	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum _____ years of experience and specialty.	$ N/A	$ N/A
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum _____ years of experience and specialty.	$ N/A	$ N/A
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$ N/A	$ N/A
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum_____ years of experience and specialty.	$ 95/hour	$ _____
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$ N/A	$ N/A
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$ N/A	$ N/A
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ N/A	$ N/A
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ N/A	$ N/A
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ N/A	$ N/A
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 3 years of experience and specialty.	$ 120/hour	$ _____

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum _____ years of experience and specialty.	$ N/A	$ N/A
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ N/A	$ N/A
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum __5__ years of experience and specialty.	$ 120/hour	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum __1__ years of experience and specialty.	$ 85/hour	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ N/A	$ N/A
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ N/A	$ N/A

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal	Specify minimum _____ years of experience and specialty. _____	$ 195/hour	$ _____
Associate Principal	Specify minimum _____ years of experience and specialty. _____	$ 170/hour	$ _____
Associate	Specify minimum __8__ years of experience and specialty. _____	$ 150/hour	$ _____
Sr. Project Manager	Specify minimum __8__ years of experience and specialty. _____	$ 135/hour	$ _____
Project Leader	Specify minimum __3__ years of experience and specialty. _____	$ 110/hour	$ _____

Arch. Designer	Specify minimum 1 years of experience and specialty.	$ 100/hour	$
Sr. Interior Designer	Specify minimum 5 years of experience and specialty.	$ 135/hour	$

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ see attached rate sheet
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ see attached rate sheet
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ see attached rate sheet
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ see attached rate sheet
5	Large Format Mylar Plotting	S.F.	$ see attached rate sheet
6	Electronic Scanning	S.F.	$ see attached rate sheet
7	In-house Printing and photocopies up to 11 X 17"	Each	$ see attached rate sheet
8	Blackline prints	Cost	see attached rate sheet
9	Plotting & printing charges (outside vendors)	Cost	see attached rate sheet
10	Regular Mail, Express or certified postage charges	Per item	see attached rate sheet
11	Other project-related reimbursable expenses	Cost	see attached rate sheet

12	Reproduction Costs	Per page	see attached rate sheet
13	Borings and test pits for subsurface investigation	At cost	see attached rate sheet
14	Outside Services (subconsultant/laboratory)	At Cost	see attached rate sheet

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	see attached rate sheet

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

Current Rates

Current Hourly Billing Rates

Any additional in-house services not included in the owner / architect contract will be negotiated as a separate fixed fee or billed hourly according to our billing rate schedule. We will maintain these hourly billing rates during the course of your project. Any charges, such as surveys, testing fees and additional consultant services that are not included in this proposal will be billed as reimbursable expenses and/or negotiated as needed.

Architectural Fees	Hourly Rate
Principal	$195
Associate Principal	$170
Associate	$150
Senior Project Manager	$135
Project Architect / Project Manager	$120
Architectural Project Leader	$110
Architectural Designer	$100
Intern	$95
AutoCAD Operator	$95

Interior Design Fees	Hourly Rate
Associate	$150
Senior Interior Designer	$135
Interior Design Project Manager	$120
Designer	$95
Intern	$80

Support Personnel Fees	Hourly Rate
Administrative	$85

Current Reimbursable Expense Rates

We will not charge for travel, telephone or mailing costs incurred on behalf of this project. With the exception of the fixed rates listed below for in-house printing, we will invoice for expenses with a 10 percent handling charge. For our exempt clients, any printing costs are billed at cost less taxes.

In-House Printing Charges	Fee
LARGE FORMAT	
Black & White Prints	
24 x 36 Prints of Drawings	$1.20 / sheet
30 x 42 Prints of Drawings	$1.75 / sheet
Color Prints	
24 x 36 Prints of Drawings	$3.00 / sheet
30 x 42 Prints of Drawings	$3.50 / sheet
SMALL FORMAT	
Black & White Prints	
8.5 x 11 copies (plain paper)	$0.10 / sheet
11 x 17 copies (plain paper)	$0.20 / sheet
8.5 11 copies (quality paper)	$0.15 / sheet
11 x 17 copies (quality paper	$0.25 / sheet
Color Prints	
8.5 x 11 copies (plain paper)	$0.30 / sheet
11 x 17 copies (plain paper)	$1.00 / sheet
8.5 11 copies (quality paper)	$0.55 / sheet
11 x 17 copies (quality paper	$1.25 / sheet

Scans & Presentation Boards	Hourly Rate
Scans (large format)	$2.50 / sheet
Foam Presentation Boards	$12.00 / sheet

Travel	Hourly Rate
Mileage	Not to exceed IRS Standard Mileage Rate
Tolls, Meals, Lodging, & Transportation	Cost plus 10% handling Charge

FRIAA-01CL PFLAHERTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2025

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

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

PRODUCER	CONTACT NAME: Corrine S. Sternberg	
Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	PHONE (A/C, No, Ext): (860) 430-3234	FAX (A/C, No):
	E-MAIL ADDRESS: csternberg@smithbrothersusa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Casualty Insurance Company	29424
INSURED	INSURER B : Hartford Ins Group - DBC	00914
Friar Architecture Inc 21 Talcott Notch Road, Suite 2 Farmington, CT 06032	INSURER C : Continental Casualty Company	20443
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	02SBWEZ0792	12/6/2025	12/6/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS	X	X	02SBWEZ0792	12/6/2025	12/6/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X	X	02SBWEZ0792	12/6/2025	12/6/2026	AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A	X	02WBGLI1930	12/6/2025	12/6/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			AEH008232310	1/31/2025	1/31/2026	Per Claim/Aggregate	5,000,000
C	Knwldge Date 1-31-71			AEH008232310	1/31/2025	1/31/2026	Retention	50,000

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

Re: RFP #8132 – Engineering On-Call Services 2025 – 2027.
The City of Waterbury and its Board of Education are included as additional insureds as respects to General Liability, Automobile Liability and Umbrella Liability per policy forms.
Primary and Non-Contributory coverage is included as respects to General Liability, Automobile Liability and Umbrella Liability per policy forms.
The City of Waterbury and its Board of Education are included under Waiver of Subrogation as respects to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation per policy forms.

CERTIFICATE HOLDER

City of Waterbury
235 Grand Street
Waterbury, CT 06702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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to be added - #5a

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: February 11, 2026

To: City of Waterbury Board of Education

From: Michael LeBlanc, Director of Finance MJL
Bradley Malay, Superintendent of Water

Re: Eversource Energy – Electric Distribution Easement for the new North Main Street Water Pump Station – 2780 North Main Street

Dear Honorable Board Members:

In the December 2021/January 2022 time frame, the Board of Education endorsed the City of Waterbury Bureau of Water's proposal to subdivide the property at 2780 North Main Street, on which the Frank G. Regan Elementary School is located, for the purpose of designating a portion of that property for use by the Bureau of Water for the construction of a water pump station.

This property, also known as MBL 0069-0239-0009, was subdivided into two lots, consisting of (1) a 40' by 60' lot to be used by the Bureau of Water; and (2) a second lot consisting of the remainder of the property, which continues to be used for and by the Frank G. Regan Elementary School.

The new North Main Street Water Pump Station is nearing the final stages of construction and Eversource Energy is requiring an electric distribution easement in order to provide electrical service to the new Pump Station.

Kindly give favorable consideration by endorsing the attached Electric Distribution Easement to Connecticut Light & Power Company d/b/a Eversource Energy. Granting said easement will allow Eversource to access and cross land identified in the easement for purposes of installing an electric distribution system within the easement area. The easement area is on the easterly side of North Main Street across 2780 North Main Street as further depicted on the attached Easement Map.

ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, **CITY OF WATERBURY**, hereinafter called Grantor, hereby grants to The Connecticut Light and Power Company dba Eversource Energy, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS (except for the matters described in Schedule A if such schedule is attached), the perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Area), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, signal and streetlighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor's lands); the right to provide electric, communication, signal and streetlighting service by means of the same; and the right to enter the Grantor's lands for the purpose of inspecting, maintaining or removing same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor's lands on the **Easterly** side of **North Main Street** in the City/Town of **Waterbury**, Connecticut, as more particularly described on a map entitled **"Easement Map Depicting Easement Area to be Granted to The Connecticut Light and Power Company dba Eversource Energy Across the Property of City of Waterbury 2780 N. Main Street Waterbury, Connecticut File No. W25114 Scale: 1" = 10' Date October: 1 2025 by SLR Consulting"** which map has been filed as map number_____in the office of the Town Clerk of said City/Town of **Waterbury**, Connecticut.

The Grantor agrees, except with the written permission of the Grantee, and except for those improvements shown on the above-referenced plan; provided, however, that said improvements do not interfere with Grantee's access to or operation and maintenance of Grantee's facilities ("Permitted Improvements"), that: (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Grantor's premises; and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor. Grantor, its heirs, successors, assigns and agents, shall contact Call Before You Dig prior to commencing installation or maintenance of said Permitted Improvements.

The Grantee further agrees, by the acceptance of this deed, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or streetlighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include the following: (a) any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement and (b) any damage to any Permitted Improvements resulting from the Grantee's exercise of its rights hereunder to access the Easement Area and/or to construct, maintain, replace, relocate, remove and rebuild Grantee's facilities.

If any portion of the above-described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication or signal company by the Grantee, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this ____ day of _____, 20___.

Signed, sealed and delivered in the presence of:

_____
Witness

CITY OF WATERBURY

_____
Witness

_____(L.S.)

ACKNOWLEDGMENT

STATE OF CONNECTICUT

S.S.

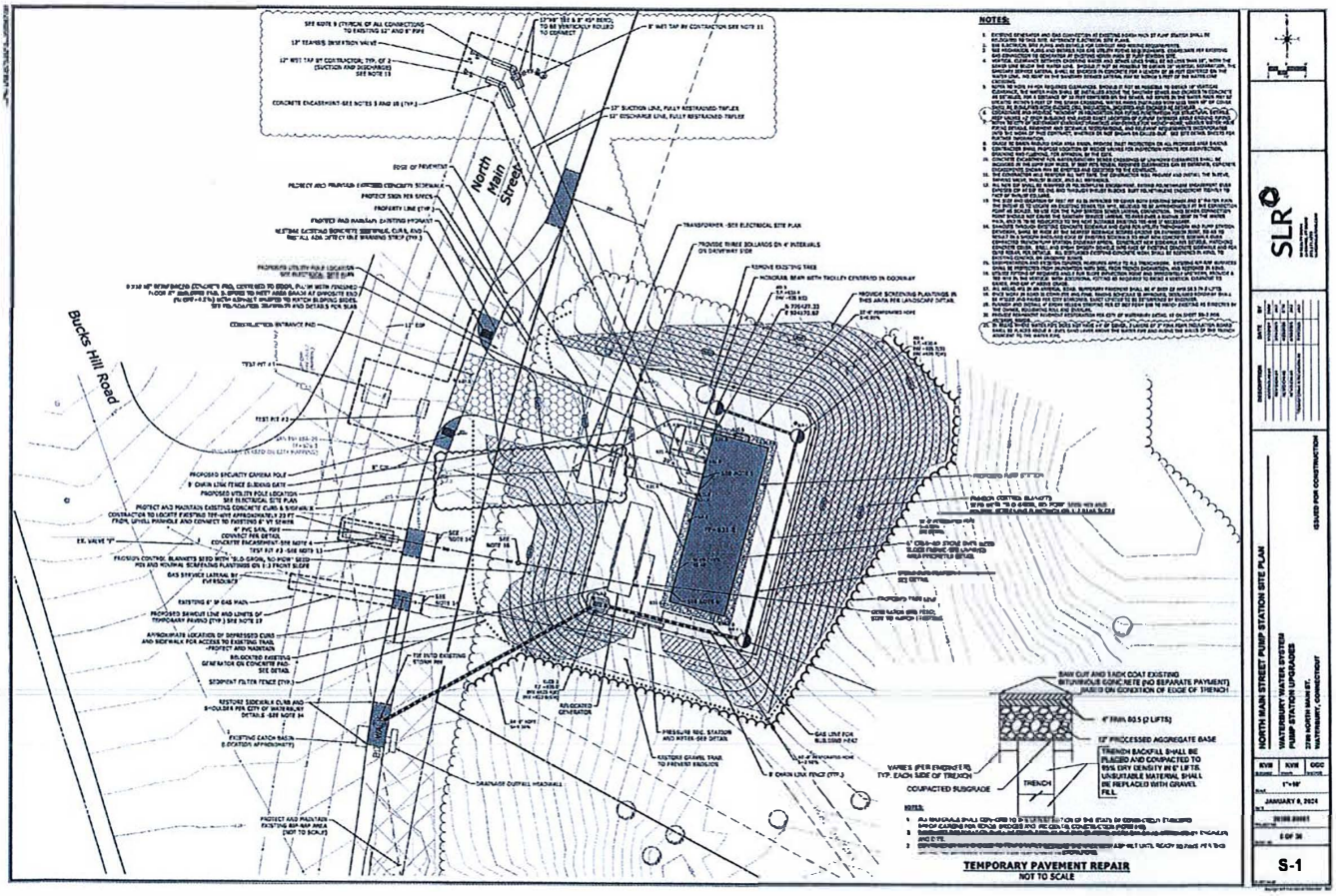
_____

COUNTY OF _____

On this _____ day of _____, 20___ before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as his/her and said Grantor's free act and deed.

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

_____
Notary Public - Seal Required
My Commission Expires_____


Bucks Hill Road
North Main Street
NOTES:
TEMPORARY PAVEMENT REPAIR
NOT TO SCALE
NORTH MAIN STREET PUMP STATION SITE PLAN
WATERBURY WATER SYSTEM
PUMP STATION UPGRADES
226 NORTH MAIN ST.
WATERBURY, CONNECTICUT
ISSUED FOR CONSTRUCTION
SLR
JANUARY 8, 2024
S-1

#7

THE CITY OF WATERBURY

DEPARTMENT OF PUBLIC HEALTH
EXECUTIVE SUMMARY

To: President Michael DiGiovancarlo
City of Waterbury Board of Aldermen

President Elizabeth Brown
Waterbury Board of Education

CC: Mayor Paul K. Pernerewski
Superintendent Darren Schwartz

From: Aisling McGuckin, RN, MSN-MPH
Director of Public Health

Date: February 5, 2026

Re: Amendment 2 to Professional Services Agreement RFP No. 7346: School-based Health Center Services between Community Health Centers Inc. and City of Waterbury

Attached is an amendment to the existing contract with Community Health Centers Inc. (CHCI) to provide school-based behavioral health, dental and medical services to City of Waterbury students through June 30, 2027. The original end date of this contract with CHCI was June 30, 2026. The contract between the City and Connecticut Department of Public Health (DPH), which funds the service, ends June 30, 2027. With this amendment, the funding source contract term will match the term of service provision by CHCI. The grant from DPH requires no match and represents no cost to the city.

Background:

An RFP was released by the City on July 11, 2022 to solicit a contractor to serve as school-based health provider at three locations in the city: Driggs Elementary, Crosby HS-Wallace MS, and Wilby HS-North End MS. The City pays CHCI $250,000 per year with funds made available to the City of Waterbury through a grant from DPH. At the termination of the current contract, the City will apply for an additional contract with DPH to sustain the school-based health centers. On July 2, 2025 the contract was amended to add medical and behavioral health to the services available to students at the Driggs Elementary School location, which was originally only providing mobile dental services. This second amendment to the contract is an extension of the contract term to match the term of the contract with DPH.

Attached Contract:
Attached is the second amendment to the Contract to Deliver School-Based Health Center Services.

Amendment 2
to
Professional Services Agreement RFP No. 7346
for
School Based Health Center Services
between
The City of Waterbury, Connecticut
and
Community Health Center, Inc.

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut ("City") and Community Health Center, Inc., (the "Consultant," "CHCI" or "Subcontractor"),with a principal place of business located at 635 Main Street, Middletown, CT 06457-2718, a State of Connecticut, duly registered Corporation (jointly the "Parties" to this Amendment).

WHEREAS, the parties hereto entered into a Professional Services Agreement RFP 7346 for School Based Health Services, executed by the Mayor of the City of Waterbury on October 5, 2022 ("Agreement") and thereafter amended said Agreement by executing Amendment Number 1; and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement, as amended by Amendment Number 1, in order to align the contract time and total contract amount terms to the City's funding agreement with the Connecticut Department of Public Health, on the same terms and conditions as the Agreement; and

NOW THEREFORE, the parties hereby agree and covenant to amend the Agreement as follows:

1. Paragraph 5 of the Agreement "Contract Time" shall be deleted and replaced with the following language:

> 5. **Contract Time**. The Consultant shall complete all work and services required under this Contract commencing upon execution of this Agreement by the Mayor and the Agreement shall terminate on August 15, 2027. ("Contract Time"). The performance of all services shall be completed in accordance with any and all schedules and milestones set forth in this Agreement including Attachment A and the below Milestones:
>
> **5.1. Milestone 1**: Obtain licenses for all school based health centers by January 1, 2023, or within four (4) months of execution of this Agreement unless otherwise agreed to in writing by the Parties.
>
> **5.2. Milestone 2**: Within six (6) to nine (9) months confer with the City to establish a plan and schedule for the expansion of school based health services at Driggs School.

5.3. Milestone 3: One (1) year from the execution of this Agreement to begin the expansion of school based health services at Driggs School.

5.4 Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor 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 Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

2. Paragraph 6.1 of the Agreement "Fee Schedule" shall be deleted and replaced with the following language:

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($1,250,000.00) for the entire term of the Contract and shall be in accordance with the Consultant's Cost Proposal and Budget and as summarized below:

6.1.1. Year 1 ..... $250,000.00

6.1.2. Year 2 ..... $250,000.00

6.1.3. Year 3 ..... $250,000.00

6.1.4. Year 4 ..... $250,000.00

6.1.5. Year 5 ..... $250,000.00

3. All other terms, conditions and provisions of the Agreement, as amended, remain in full force and effect and binding upon the parties.

(The next page is the signature page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment 2 on the dates indicated below.

WITNESSES:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

COMMUNITY HEALTH CENTER, INC.

By:_____

Title: _____

Date: _____

The City of Waterbury
MEMORANDUM

From: Delinquent Tax Office **Date 7/2/2025**

To: **Nancy Bergmiller- Grant Coordinator**
Public Health

Subject: Tax Clearance

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

Community Health Center, Inc.
575 Main St., 2nd Fl.
Middletown, CT 06457

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

Very truly yours,

Nancy J. Olson

NJO/wmf

Nancy J. Olson, CCMC
Interim Deputy Tax Collector
City of Waterbury

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/2/2025

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

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

PRODUCER MARSH USA, LLC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103 Attn: Hartford.certrequest@marsh.com | Fax: 212-948-0186 CN102387780-COMM-15xs-24-25	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED COMMUNITY HEALTH CENTER, INC. ATTN: SUZANNE LEMOINE 635 MAIN STREET MIDDLETOWN, CT 06457	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company — 19437 INSURER B : Liberty Mutual Fire Insurance Company — 23035 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-011548307-03 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			6798533	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PDTS - COMP OPS	$ $ $ $ $ $ $	1,000,000 5,000 1,000,000 3,000,000 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-641-445675-035	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL DED.	$ $ $ $ $	1,000,000 2,500
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB X CLAIMS-MADE DED RETENTION $			6798337 'Umbrella- Occur - General Liability' Excess-Claims Made-Prof-Retro7/1/13	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE 	$ $ $	5,000,000 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A If yes, describe under DESCRIPTION OF OPERATIONS below			EW2-64N-445675-025 SIR value for above: $500,000	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT	$	1,000,000
B				WCC-641-445675-015	07/01/2025	07/01/2026	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $	1,000,000 1,000,000
A	PROFESSIONAL LIABILITY			6798533 Claims Made-Retro Date 7/1/13	07/01/2025	07/01/2026	EACH MEDICAL INCIDENT AGGREGATE		1,000,000 3,000,000

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

Evidence of Coverage for services provided at the following locations -

Crosby High School
Wilby High School
Driggs Elementary School
Wallace Middle School
North End Middle School

CERTIFICATE HOLDER

City of Waterbury Board of Education
236 Grand Street #1
Waterbury, CT 06702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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#8

WATERBURY PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: February 3, 2026

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of **Professional Services Agreement RFP No. 8648** between the **City of Waterbury** and **Delta-T Hartford, Inc.**

The Special Education Department requests the approval of the **Professional Services Agreement RFP No. 8648** between the **City of Waterbury** and **Delta-T Hartford, Inc.** The purpose of the agreement is to provide speech and language services for Waterbury Public School District children ages 3-22. A critical component of the RFP was the requirement for the provider to fill "immediate and changing needs" without delay, ensuring that vacancies or new student requirements are addressed promptly in schools.

The agreement shall commence on the date fully executed by the Mayor and will terminate on June 30, 2029. The agreement is at a cost of **$400,000.00** for a three-year term. In a strategic effort to maximize the availability of qualified speech pathologists for the City, RFP 8648 was awarded to three separate vendors. This multi-vendor selection ensures a robust pipeline of specialists to meet the diverse needs of our community. The Professional Services Agreement will be paid through General Funds.

SERVICES AGREEMENT
For
Speech and Language Therapy Services
between
The City of Waterbury, Connecticut
and
Delta-T Group Hartford, Inc.

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor ("Effective Date"), is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and DELTA-T GROUP HARTFORD, INC. (the "Consultant"), located at 101 Centerpoint Drive, Suite 112, Middletown, CT 06457, a State of Connecticut duly registered domestic corporation/limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8648** for Speech and Language Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8648**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, 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, and Consultant shall provide in-person speech and language therapy for Waterbury Public School District students ages 3-22 with speech and language therapy needs and other related services as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by 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 Addendum #1, dated November 21, 2025, to RFP No. 8648, consisting of 9 pages;
1.1.2 City of Waterbury RFP No. 8648, excluding City forms and sample contract, consisting of 12 pages, attached hereto;
1.1.3 Consultant's Response to RFP No. 8648, consisting of 38 pages, attached hereto;
1.1.4 Consultant's Revised Cost Proposal, as stated in the email dated December 19, 2025;
1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6 City Contract Compliance Documents, provided by the Consultant and submitted with its Response to RFP 8648, incorporated herein by reference;
1.1.7 Certificates of Insurance, incorporated herein by reference;
1.1.8 Licenses, incorporated herein by reference;
1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any Amendments to this Contract
1.2.3 This Contract
1.2.4 Consultant's Revised Cost Proposal dated December 19, 2025
1.2.5 Addendum #1 to RFP No. 8648
1.2.6 City of Waterbury RFP No. 8648
1.2.7 The Consultant's Response to RFP No. 8648

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

2.1. Representations Regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a

contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated and authorized by the appropriate Department/personnel in Education, or the designated person.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students may be present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

2.6.1 Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

2.6.2 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) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant 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, Consultant has no authority to make disclosures of any information from education records. Consultant shall instruct its employees of their obligations to comply with FERPA.

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. Student Data Requirements

3.1.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Sub-Grantee.

3.1.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Sub-Grantee except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (I) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Sub-Grantee. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Sub-Grantee within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Sub-Grantee that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.1.3 The Sub-Grantee shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.1.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Sub-Grantee receives a request to review Student Data in the Sub-Grantee's possession directly from a student, parent, or guardian, the Sub-Grantee agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Sub-Grantee agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Sub-Grantee, and correct any erroneous information therein.

3.1.5 The Sub-Grantee shall take actions designed to ensure the security and confidentiality of student data.

3.1.6 The Sub-Grantee will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

> Upon discovery by the Sub-Grantee of a breach of Student Data, the Sub-Grantee shall conduct an investigation and restore the

integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.1.7 Student Data shall not be retained or available to the Sub-Grantee upon expiration of the Agreement between the Sub-Grantee and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Sub-Grantee after the expiration of such Agreement for the purpose of storing student- generated content.

3.1.8 The Sub-Grantee and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.1.9 The Sub-Grantee acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.1.10 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3.2. 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.

3.3. 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.

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

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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:

3.8.1 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;

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

3.8.3 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.

3.8.4 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.

3.8.5 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;

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

3.8.7 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.

3.9. Reporting Requirement. The Consultant shall deliver periodic, written reports as requested by 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.

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.

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 complete all work and services required under this Contract commencing on the Effective Date, and terminating on June 30, 2029 ("Initial Term").

5.1. Time is and shall be of the essence for any Project milestones, completion date 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 **FOUR HUNDRED THOUSAND DOLLARS and 00/100 CENTS ($400,000.00)** for the Initial Term of this Agreement in accordance with Consultant's revised cost proposal dated December 19, 2025, and as set forth below:

6.1.1. Contract Effective Date – June 30, 2026:
Hourly Rate……..$102.00 per hour

6.1.2. July 1, 2026 – June 30, 2027:
Hourly Rate……..$102.00 per hour

6.1.3. July 1, 2027 – June 30, 2028:
Hourly Rate……..$105.00 per hour

6.1.4. July 1, 2028 – June 30, 2029:
Hourly Rate……..$107.00 per hour

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

compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8648** 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 shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, 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, City's Boards, 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, design, drawings, 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, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, 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; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, 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.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for

infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the 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 each occurrence
$2,000,000.00 general aggregate

$2,000,000.00 Products / completed operations aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

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

9.4.3. Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability:
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limit

9.4.4. Excess/Umbrella Liability:
$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate

9.4.5. Professional Liability/E&O:
$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate

9.4.6. Abuse/Molestation Liability:
$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate

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 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 is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** 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, gender identity or expression, 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, gender identity or expression, 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. Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, 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 or 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.

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

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

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including,

but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Consultant nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

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

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

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

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

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

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

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

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

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in

accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

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

ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are, **(i)** the City's aforementioned **RFP No. 8648** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8648.**

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

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

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

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

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

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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

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

Consultant: Bernie Silvan
Delta-T Group Hartford, Inc.
101 Centerpoint Drive, #112
Middletown, CT 06457

City: The City of Waterbury
Attn: Department of Senior Services
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

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

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

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

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

contingency fee.

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

[signature page follows]

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

WITNESSES:	**CITY OF WATERBURY**
Sign:_____	By:_____
Print name:	Paul K. Pernerewski Jr., Mayor
Sign:_____	Date: _____
Print name:	

WITNESSES:	**CONSULTANT**
Sign:_____	By:_____
Print name:	
Sign:_____	Date:_____
Print name:	

ATTACHMENT A

1. Addendum #1 to City of Waterbury RFP No. 8648, dated November 21, 2025, consisting of 9 pages, attached hereto;

2. City of Waterbury RFP No. 8648, consisting of 12 pages (excluding Attachments A-E), attached hereto;

3. Consultant's Revised Cost Proposal, dated December 19, 2025, consisting of 1 page, attached hereto;

4. Consultant's Response to RFP No. 8648, consisting of 38 pages, attached hereto;

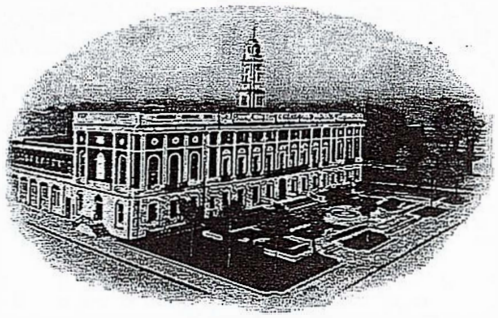
5. City Contract Compliance Documents, incorporated herein by reference;

6. Certificates of Insurance, incorporated herein by reference;

7. Licenses, incorporated herein by reference;

8. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

November 21, 2025

RFP 8648 Speech and Language Services

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8648**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the questions and answers below.

Question: Due to the holiday closures the week prior to the deadline, would the district consider extending the deadline to accommodate additional time for shipping and delivery?
Answer: No, the deadline will not be extended.

Question: Could you provide a list of previous vendors and the hourly rates paid for each discipline involved in the contract? / What are the current vendor names and bill rates for SLP services? / Who are the current vendors, and what are their bill rates for requested service? / What are the hourly rates for SLP services that you are currently paying? / Who are the current incumbent staffing agencies providing these services and what are their bill rates? / Can the District provide the current hourly bill rates being paid for each staffing category in the solicitation? / Can you provide the current and/or historical pricing? / What are the current hourly rates by vendor? / What rates do those vendors/agencies charge hourly for staffing these roles?
Answer:
Stepping Stones $79.92
ACCESS Rehab $92.21
Worldwide $90.

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Question: What is the total billing amount or expenditure by vendor/classification for prior years?
Answer:
2024-25 Stepping Stones $230,487.69
2024-25 ACCESS Rehab $406,368.50
2024-25 Worldwide $151,978.50

Question: Which vendors/agencies do you currently use for staffing these roles? / How many current agencies are you using? / Who are the incumbent vendors? / Who are the current vendors providing services?
Answer:
Stepping Stones
ACCESS Rehab
Worldwide

Question: What is the anticipated number of providers required?
Answer: Up to 8 agency staff members depending on the building needs.

Question: How many providers were utilized under the previous contract term?
Answer: Stepping Stones- 3; Worldwide- 2 (evaluations only) ; ACCESS Rehab – 6.

Question: What is the total amount of spend per vendor over the contract period?
Answer: $1,200,000 over three years.

Question: What are the hourly rates/daily rates for snow days that you are currently paying?
Answer: The district does not pay for snow days.

Question: Please define the billing expectations for partial attendance, snow days, holidays, and professional training days.
Answer: The district does not pay for snow days, holidays, and professional training days. If a speech pathologist is not servicing a student, they do not get compensated.

Question: What are the hourly rates/daily rates for holidays that you are currently paying?
Answer: The district does not pay on holidays.

Question: What are the hourly rates/daily rates for professional development days that you are currently paying?
Answer: The district does not pay for these days, nor does require agency staff to attend district PD.

Question: What is the rate for half day services that you are currently paying?
Answer: Agency staff only get paid for the hours work at the contract rate.

Question: What is the total estimated value or budget for this contract? / What is the estimated spend for the contract?
Answer: $1,200,000 for three years.

Question: What is the annual spend that is projected for the contract?
Answer: $400,000.

Question: What are the internal pay rates for these positions?
Answer: Please refer to the WTA contract which is posted on the City of Waterbury website.

Question: What is the district's preferred pricing structure (flat or range)?
Answer: Flat pricing.

Question: Can we provide a rate range, or does it need to be a specific rate?
Answer: Specific rate.

Question: Are you satisfied with your current vendors? / Are you satisfied with current service?
Answer: The district is seeking additional vendors to meet the district need.

Question: Is there a rate cap for the requested SLP Services? If so, could the district please share the applicable rates ?
Answer: There are no rate caps. The district will not share acceptable rates.

Question: How many contracting agencies did you use for SLP services for the 2024/2025 school year?
Answer: 3.

Question: Who is the designated individual coordinating the services for the various disciplines within the district, and could you share their contact information?
Answer: Director of Pupil Services. Contact information will be shared with awarded vendor.

When awarded the solicitation to provide services, who would be the contact within the district to inquire about open roles for professions related to the RFP?
Answer: Contact information will be shared with awarded vendor.

Question: How many hours constitute a school day for the purposes of this contract? / What are the daily and weekly hours the provider will be required to work? Agency staff are required to work student days as per the Waterbury Public Schools Calendar.
Answer: It is a 7-hour student day.

Question: How many school days are scheduled per year?
Answer: 180.

Question: Are vendors permitted to bid on special education disciplines not explicitly listed in the RFP?
Answer: No.

Question: Are electronic signatures acceptable for signing the bid documents?/ Would you accept electronic signatures as part of the proposal submission?
Answer: Electronic signatures are acceptable.

Question: Would you consider proposals for only virtual (teletherapy) speech and language services under this RFP award? / Is the district open to the use of teletherapy for service delivery?
Answer: No, this is for in-person services only.

Question: Will the district consider virtual or hybrid delivery for these services?
Answer: No.

Question: Will virtual services be an option to homebound students?
Answer: No.

Question: Will virtual services be an option to students at their school location?
Answer: No.

Question: In regards to homebound students, will services be offered in the home or a mutual meeting location (example, library, rec center etc)?
Answer: No.

Question: How many students are homebound?
Answer: N/A; this is not applicable at this time for this RFP.

Question: If the vendor provides only virtual/remote service providers that will not be on campus to perform services, can you verify that proof of drug tests is not required?
Answer: This vendor would not be considered.

Question: Would you accept scanned colored copies of originally signed and/or notarized forms as part of the proposal submission?
Answer: The "original" copy should have original notarized seals as indicated. Copies of the original are copies of the original.

Question: Does the district anticipate awarding more than one vendor for this RFP? / Will this be a single or multi-award? / Is this a multi-award bid?
Answer: Multiple vendors will be considered.

Question: How many vendors does the city intend to award this contract?
Answer: Multiple vendors will be considered, depending upon responses received.

Question: For "Personnel Listing," do you require resumes of potential SLPs upon proposal submission?
Answer: Yes.

Question: Do we need to submit a list of providers, as we cannot guarantee their availability if/when we are awarded the bid?
Answer: Yes.

Question: The solicitation requires resumes for all proposed personnel. Since final assignment will depend on the awarded caseload and start date, is the City willing to accept sample resumes from our active SLP database that demonstrate typical qualifications, licensure, and experience?
Answer: No, current staff should be provided and available to service.

Question: Will vendor be required to submit resumes of our healthcare professionals in our bid response? If so, what is an appropriate number to include?
Answer: Yes.

Question: If resumes of potential SLPs are required, would you consider blind resumes with the service provider's full names and full license numbers withheld upon submission?
Answer: No.

Question: Will our RFP be accepted if we do not provide a list of SLPs?
Answer: No.

Question: The RFP mentions how the "proposer will immediately provide substitutes for staff who are absent." Does this mean the vendor is required the provide an immediate substitute for

any day of planned or unplanned absence? / What is the expectation of providing subs to staff who are absent?
Answer: The vendor is required to provide substitutes for their agency staff that are absent for both planned and unplanned absences.

Question: What is the required turnaround time for substitute coverage when assigned staff are absent? Does this requirement apply to both full-day and partial-day absences?
Answer: Immediate; Yes, requirement applies both to full-day and partial absences.

Question: Are there repercussions for not being able to provide subs for when our contractors are absent?
Answer: Yes, there would be repercussions for not providing subs. The vendor is responsible for providing agency staff when they are absent. If they are consistency unable to provide this service, then the vendor would be in breach of contract with the district.

Question: If the vendor cannot provide immediate substitutes for absences, can the vendor's service providers schedule make-up sessions as needed?
Answer: Yes, but this requires permission from parents.

Question: What is the expected timeframe to submit credentialed candidates after award?
Answer: Credentialed staff need to submitted with the RFP response.

Question: What is the average caseload for SLPs?"
Answer: 65.

Question: Do you require the vendor to provide in-person professional development to Waterbury staff and parents? / Please specify the expected frequency, format, and duration of proposer-led professional development / in-service training sessions during the contract term.
Answer: No.

Question: Can you clarify what types of "relevant speech and language therapy materials to Waterbury staff and parents" the vendor requires when requested by the district (example: does the vendor only provide materials needed to perform services)?
Answer: Yes- only materials needed to provide services.

Question: Would the district provide its students with the necessary hardware (e.g., computers, webcams, headsets), supplies, and other materials required for these services?
Answer: Yes.

Question: Can the vendor provide a sample proof of insurance certificate within the proposal and provide an updated insurance certificate that aligns with Attachment D upon award? / Can vendors acquire excess insurance post contract award?"
Answer: No, COI needs to be provided as per RFP.

Question: The RFP lists Abuse/Molestation Liability Insurance at $1M/$1M. Please confirm whether this coverage must be carried by the prime contractor only, or by all subcontractors providing services.
Answer: Insurance limits must be met by all providers.

Question: If the vendor screens and interviews each provider themselves before each placement, does the district require separate interviews with the district`s staff for potential service providers and replacements?
Answer: Certifications must be provided and an interview with district personnel must occur.

Question: While the RFP mentioned "the proposer must accept the City's standard agreement language"; However, page 9 of the RFP includes instructions on "Exceptions and Alternatives." If the vendor has exceptions to the RFP or Attachment B, can you confirm that the exceptions should be placed toward the end of the proposal?
Answer: Yes.

Question: Would the vendor be penalized or disqualified if its proposal included exceptions or additional terms to the RFP document or standard agreement language (Attachment B) for review?
Answer: Exceptions to the City's standard agreement language are not accepted.

Question: Do you require the hard copies of the proposal submission to be bound in any way (binding clips, binders, binders with physical divider tabs, etc.)? / Is there a preference for how the bids are bound (stapled, 3-ring binder, binder clip, etc)?
Answer: Clips and/or staples are acceptable.

Question: How many hours of services for these roles were utilized in 2024 and 2025?
Answer: Agency staff worked the district school calendar hours.

Question: How many hours of services for these roles do you anticipate for the 2025-2026 year?
Answer: Agency staff will work school day hours as per the school calendar.

Question: Does the district use the RFP process for other services such as behavioral? / Does the district use the RFP process for other services such as occupational therapy?"
Answer: No.

Question: What is the main reason this project is out for bid? / Can you provide additional information on any issues or reasoning for the RFP to be released?
Answer: The district has additional speech and language needs.

Question: Can the district confirm what days/times purchasing will be open to receive our mailed proposal (holidays, winter closures)?
Answer: The Purchasing office (235 Grand Street, Room 103, Waterbury, CT 06702) is open Monday through Friday from 9:00AM to 4:30PM. The office is closed on November 27, 2025.

Question: Our experience is primarily from clinical and community healthcare environments, not directly within school district settings. Would the City consider a waiver or acceptance of comparable experience (hospital, outpatient, early intervention, pediatric clinics) to satisfy the school-specific experience requirement?
Answer: No, comparable experience is not acceptable. School experience is required.

Question: Please clarify how the 10,000 annual service hours will be distributed between school-based and home-based therapy sessions.
Answer: All 10,000 annual service hours will be provided in schools.

Question: Please confirm whether the District will provide access, credentials, and training for Medicaid billing platforms such as CT-SEDS, CompuClaim, and/or Frontline.
Answer: Yes, CT-SEDS Medicaid billing.

Question: May vendors utilize their own electronic time-tracking system (with exportable audit trails and approval workflow) to meet the requirement for a "transparent electronic and fully accessible" verification system?
Answer: Yes, and provide back-up with invoices monthly.

Question: At the conclusion of the contract, must all student documentation be fully transferred to the City, or is ongoing shared system access sufficient for audit and compliance purposes?
Answer: CT-SEDS collects information; protocols need to be sent to the district.

Question: Are annual rate adjustments based on CPI (up to 3%) permitted during the optional renewal years? If yes, what is the timing/process for requesting them?
Answer: There are no optional renewal years listed in the RFP. Please fill in Attachment E with specific prices per year.

Question: Please confirm whether proposal submission through ProcureWare is required in addition to the specified hard copies and USB/CD, or if the physical submission alone fulfills the requirement.
Answer: Submission through ProcureWare is not accepted (or possible). We require paper original, paper copies and electronic copy on CD or flash drive as per the RFP instructions.

Question: Can the vendor attach additional pages to Attachment E of the Cost Schedule to outline any separate fees that are not included in the hourly rates listed?
Answer: Yes.

Question: Will the District consider proposals that include both W-2 employees and 1099 contractors?
Answer: Agency staff are provided a flat rate.

Question: What method will be used to notify vendors of the award decision?
Answer: Formal award letters are issued via email.

Question: Following candidate interviews, what is the expected timeline for selection or hiring decisions?
Answer: The proposed contract(s) has to be approved by Board of Education and Board of Alderman prior to obtaining the Mayor's signature.

Question: When Is the anticipated date that award notifications will be sent to the awarded vendors? / What is the expected timeframe for award notification and vendor selection? / What is the anticipated award date for this RFP?
Answer: Anticipated by January 2026.

Question: What is the anticipated start date and term of the contract?
Answer: January 2026. See Section D. Agreement Period of the RFP document for term information.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL #8648
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Speech and Language Services

The City of Waterbury, Department of Education, (hereinafter "City"), is seeking one or more contractors, companies or firms to provide up to 10,000 hours of speech and language therapy services each year to the Waterbury School District to students ages 3-22 with speech and language therapy needs and other related work under the direction of District personnel for an initial term followed by a full three-year period, ending June 30, 2029.

A. Background and Intent

The purpose of this request for proposal is to obtain competitive hourly cost proposals for the next three years from one or more reliable, licensed, professional proposers to provide speech and language therapy, testing and related services as needed by the Waterbury School District for students with disabilities.

B. Qualifications

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-22.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic Individualized Education Program (IEP) and data collection systems.
4. Ability to provide experienced, Connecticut (CT) certified, licensed and qualified speech and language pathologists to the District upon request without delay to fill immediate and changing needs of the District in both in school and in-home settings.
5. Ability to provide speech and language pathologists who have master's degree or doctorate in speech and language pathology from an accredited post-secondary institution, CT Health Department licensure and CT State Department of Education certification as required by law.

6. The speech and language pathologists provided have experience working with children ages 3-22 in the fields of speech and language therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of speech and language therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each speech and language pathologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathologist must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Speech and language pathologists shall submit in a timely manner the appropriate documentation required for Medicaid billing purposes. The Speech and language pathologists will utilize the web-based platform used by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline). The speech and language pathologists will complete service logs and monthly progress reports in such web-based applications for students. The speech and language pathologists will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service.
11. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by speech and language staff and personnel. Staff will be able to work up to 7.0 hours per school day.
12. The proposer must share a pay rate schedule for half days, snow days, holidays, and professional training seminars attended by speech and language pathologists.

C. Scope of Services

1. The proposer agrees to provide up to 10,000 total hours of speech and language therapy and related services to students, ages 3-22, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.

2. Therapy and related services must be provided by CT licensed, certified and qualified speech and language pathologists without delay to fill the immediate and changing needs of the District both in school and in home settings. The District has the right to interview each pathologist proposed and to determine if the person is appropriate to work with District students. The proposer will ensure that all pathologists working in the District have had satisfactory criminal background checks, fingerprinting, drugs tests and DCF registry checks as required under law and will provide the District proof upon request.
3. The speech and language pathologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student caseloads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
4. The speech and language pathologists provided by the proposer will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff when requested by the District.
5. The proposer will provide highly qualified pathologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
6. The proposer will supervise its pathologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's pathologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to district administrative staff prior to public review.
7. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to ensure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant speech and language therapy materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from date of contract execution through June 30, 2029.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** 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 category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on (date)**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by (date), 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Pupil Services Department- Waterbury Public Schools.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process

are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of **90** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. **See Attachment B.**

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **4** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **XX:XX AM on *(date).* Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

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

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

    a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
    b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

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

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

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

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

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

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

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?
b. Have you ever defaulted on a contract? If so, where and why?
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

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

2. Selection Process

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

K. Rights Reserved To The City

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

L. Federal, State and Local Employment Requirements NOT APPLICABLE

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

M. State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act

15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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

N. State DAS Requirements for Construction Projects NOT APPLICABLE

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a 100 percent Performance Bond with a surety, and in a

form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

From: Kevin McCaffery
To: Maureen McCauley
Subject: FW: RFP #8648 Speech and Language Services
Date: Friday, December 19, 2025 11:35:21 AM
Attachments: image006.png
image007.png

Please file

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702
kmccaffery@waterburyct.org
T: 203.574.6747 | F: 203.597.3437

WATERBURY

From: RFP Shared-Mailbox <rfp@deltatg.com>
Sent: Friday, December 19, 2025 11:08 AM
To: Marianne Sprankel <msprankel@waterburyct.org>
Cc: Kevin McCaffery <kmccaffery@waterburyct.org>
Subject: FW: RFP #8648 Speech and Language Services

Good Afternoon Marianne Sprankel and Kevin McCaffery,

Thank you for your correspondence and for the opportunity to continue in the evaluation process for RFP #8648, Speech and Language Services for the City of Waterbury.

On behalf of Delta-T Group, please accept this email as our formal submission of a revised Cost Proposal reflecting a reduction in pricing, as requested by the RFP Selection Committee. Our revised proposed rates are as follows:

- Year 1: $102.00 per hour
- Year 2: $102.00 per hour
- Year 3: $105.00 per hour
- Year 4: $107.00 per hour

We appreciate the opportunity to enter into negotiations and remain committed to providing high-quality speech and language services to the City of Waterbury.

Please let us know if any additional information or clarification is required.

Thank you for your time and consideration.

Sincerely,

WATERBURY
PUBLIC SCHOOLS

Request for Qualifications

SPEECH AND LANGUAGE SERVICES

PROPOSED BY:

DELTA-T GROUP
MAKING LIFE EASIER FOR K12 SCHOOLS

Ms. Bernie Silvan
Vice-President
RFP@deltatg.com
484-381-3173

DELTA-T GROUP

MAKING LIFE EASIER FOR K12 SCHOOLS

USING OUR NATIONAL RESOURCES TO SERVE AND SUPPORT

CONNECTICUT

CHILDREN AND SCHOOLS

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November 24, 2025

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Dear Mr. McCaffery,

Delta-T Group Hartford, Inc. (Delta-T) is pleased to provide our response to the City of Waterbury (Waterbury)'s request for Speech and Language Services to support students as needed for the Waterbury Department of Education. As a current vendor of nursing services to the City of Waterbury, Delta-T is well-equipped and has the requisite experience to fulfill Waterbury's needs. Delta-T is a comprehensive behavioral health and educational solutions company dedicated to providing quality services to students. Delta-T is currently providing school-based services nationwide as a proven partner of responsive and reliable personnel. We offer to Waterbury over three decades of experience in the placement of exceptional nurses who will provide superior individualized care.

Delta-T has three main objectives to achieve a successful outcome for Waterbury:

1. Consistent Provision of High Quality Speech and Language Services: Achieved by diligent sourcing, behavioral screening, position knowledge testing, credentialing, and training to provide only the most qualified therapists with the skills and demeanor necessary to serve diverse needs.
2. Pro-active Customer Service: Achieved by providing around the clock live support, regular communication with the Program Manager, site visits and routine reporting, so that Waterbury can be assured that Delta-T is always available.
3. Cost Efficiency and Compliance: Achieved by carefully assessing the marketplace and charging rates that are competitive, in line with industry standards, and allowing for staffed therapists to be fairly compensated in line with applicable regulations.

Representations: This proposal is valid for a period of 120 days. Delta-T Group Hartford, Inc. is a CT-based company and compliant with local, state and federal regulations.

Delta-T Group, Inc. has more than
100 Speech and Language Therapists available to provide services in Waterbury Schools.

DTG has the experience, methods, and qualifications that your schools require in a reliable partner. If you require additional information regarding this response, please do not hesitate to contact me directly:

Ms. Bernie Silvan, Vice-President
Delta-T Group, Inc
484-381-3173
RFP@deltatg.com

Thank you for your consideration, and we look forward to assisting you with Speech and Language Services for the remainder of the 2025-2026 school year.

Sincerely,

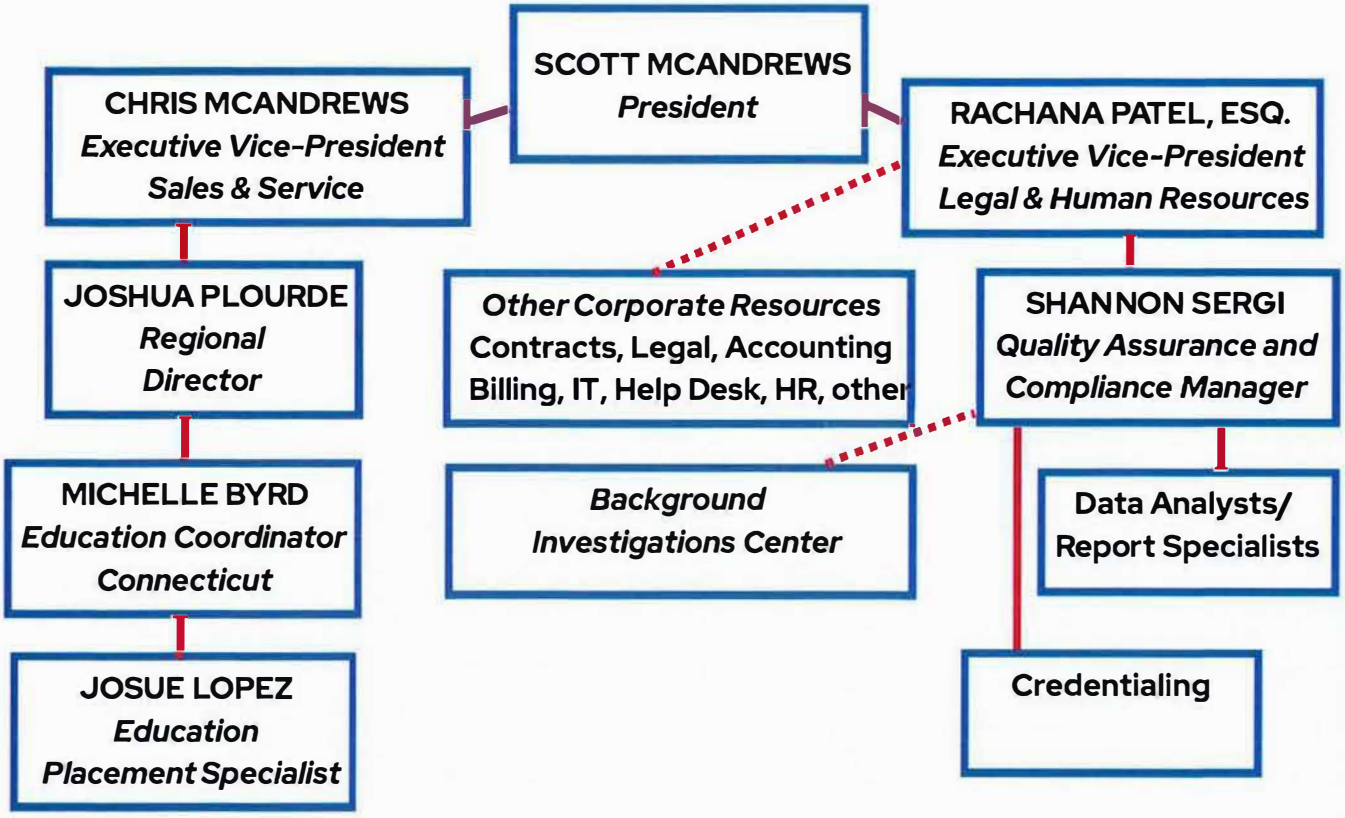
Ms. Bernie Silvan
Vice-President

101 Centerpoint Drive, Suite 112, Middletown, CT 06457 www.deltatk12.com 877-384-2885 RFP@deltatg.com

1. Proposer Information

Firm Name	Corporate Delta-T Group, Inc	Local Delta-T Group Hartford, Inc.
Permanent Main Office Address	950 East Haverford Road Bryn Mawr, PA 19010	101 Centerpoint Drive #112 Middletown, CT 06457
Date Firm Organized	1989	1995
Legal Form of Ownership	Private, for-profit corporation incorporated in Pennsylvania in 1992	Private, for-profit corporation incorporated in Connecticut in 2000
Years in Industry	35+ years	30+ years

Organizational Chart



Delta-T is a reputable workforce solutions provider with a national presence, specializing in education, behavioral health, and healthcare staffing for the public sector, including schools, government agencies, and non-profit organizations across the country.

Delta-T has 16 regional offices that service public entities, primarily educational entities and municipalities throughout the United States. Our regional offices are hubs that oversee operations in several states each. We have offices in AZ, CA, TX, GA, FL, MI, IL, MA, CT, VA, PA, DE, NJ, TN, and MD. Each regional office is composed of staff members that are responsible for customer service and operations for their territory.

Our roots are as a pioneer behavioral health staffing agency. Delta-T has grown to become a One Stop Solution for our Educational Clients by providing services to support their Special and General Education needs, in and outside of school settings, and providing all type of school staff from nurses to paraprofessionals to teachers, therapists and more.

Staff Background & Experience

SCOTT MCANDREWS

President & Co-Owner

Scott McAndrews attended the Pennsylvania State University and received his C.P.A. from the State of Maryland. He currently serves as President, and directly oversees the Corporate Administrative functions including Human Resources, Legal, Market Research and Quality Assurance Departments.

CHRISTOPHER MCANDREWS

Executive Vice-President & Co-Owner

Christopher McAndrews attended Drexel University; he acts as Executive Vice President, and has successfully started many of Delta-T's affiliate entities. Christopher is currently responsible for managing the daily staffing and sales efforts of sixteen corporate offices nationwide.

RACHANA PATEL

Senior Vice-President

Rachana Patel has been with Delta-T for over 25 years. She is a 1996 graduate of Temple Law School and 1993 graduate of Elizabethtown College. She is admitted in Pennsylvania, New Jersey and New York in various state and federal courts. Rachana oversees operations including Contract Negotiation.

JOSHUA PLOURDE

Regional Director

Mr. Plourde is a graduate of Charter Oak State College and has been with Delta-T for over 18 years. He is an eager and dedicated manager, handling projects for school clients throughout the state of Connecticut. He will take on project responsibility a sense of urgency and a commitment to stellar service. Among his duties will be:

- Overseeing the strategic initial development and implementation of operations
- Managing the Recruiting and Staffing Process
- Executing on the Staffing, Billing and Credentialing functions according to Company core-processes and standard operating procedures.
- Reporting on key performance indicators/metrics and provide monthly/quarterly/annual reports to Delta-T Senior Management Team and Waterbury Designee.
- Responsible for managing the relationship with Waterbury designees overseeing the program.

MICHELLE BYRD

Education Coordinator

Michelle's ultimate responsibility is to meet Waterbury's needs through day-to-day management of the program. Michelle provides daily operational oversight for ensuring staff fulfilling roles within requested time and confirming ideal fit. She also oversees all aspects of hiring and onboarding, including tracking and managing quality assurance of personnel provided, on-site school visits; contract reporting and consultation based on data analysis; ensure legal documentation and accurate billing

Michelle has been with Delta-T for over 23 years. Her role would include:

- Regular communication with the assigned Coordinators delivery on contract requirements
- Work with designated Coordinators to oversee staffing
- Recruit and screen professionals prior to submission for services

JOSUE LOPEZ

Education Placement Specialist

Josue has ten years of experience working with educational entities and schools, including alternative education for behavioral and emotional health. Josue has been with Delta-T for two years, and in that time has taken over a number of duties for the schools he serves, including:

- Reaching out to candidates to build up pool of professionals from which Delta-T sources staff
- Acts as a liaison between schools, professionals, and the Project Team to coordinate staffing efforts
- Keeps track of vacant positions in order

Please find below your primary project designee for this project:

Account Management
Michelle Byrd
Education Coordinator
101 Centerpoint Drive, Suite 112
Middletown, CT 06457
Phone: (860) 256-8332
Email: rfp@deltatg.com

2. Experience, Expertise and Capabilities

A. Philosophy Statement and Business Focus

PHILOSOPHY STATEMENT

Delta-T Group, Inc. is a privately held organization owned by Scott and Christopher McAndrews, started in Philadelphia by Joanne McAndrews in 1989. It is a classic entrepreneurial success story of hard work, and the "School of Hard Knocks." Joanne was a single mother who was faced with raising three teenage boys, no job, and a life-threatening health ailment. She chose to turn these obstacles into opportunities. The boys were sent to the Milton Hershey School, a residential school for low-income families devoted to making sure that a family's income does not determine a child's outcome. This enabled her to focus on getting necessary treatments and finding time to do what she loved and was good at: bringing people together.

As a technician working at a local hospital, people were always asking Joanne if she knew anyone who could "fill in" for a shift. She had contacts, and she knew how to use them. She became what we now call a Pocket Person, a person with many contacts that is entrenched in her community. Her business took shape, and within a few years, her sons completed their educations and joined her in running the company.

In the past 35+ years, Delta-T has grown to over 800 employees, and 10,000 professionals placed daily. We remain committed to our roots and niche focus, using our determination, resilience, and curiosity to overcome challenges and deliberately creating opportunity for growth. Our success is tied to our passion and evidenced in how we do what we do. Our mission is not to become larger, but to become better at what we do while positively enhancing as many lives as possible, doing what comes naturally to us, and what we do best.

OUR MISSION

Delta-T Group's mission is to provide cost-effective,reliable, and innovative referral solutions for the social-services, behavioral-health, allied-health and special-education fields, for the betterment of those needing care and support.

- To provide the highest possible quality service to every client regardless of their size;
- To treat the referred professionals with respect and professionalism;
- To achieve perfect referral by matching a professional's background with a client's needs;
- To deliver a higher level of service than people have come to expect from the service industry.

OUR VALUES

Commitment

A focus on quality, responsiveness and passion for giving 100%.

Credibility

Acting with integrity and accountability in all internal and external functions.

Compassion

Treating all clients and independent professionals with respect and understanding.

Creativity

Encouraging new ideas, techniques and technology to improve and streamline processes.

BUSINESS FOCUS

Delta-T's over three decades of experience provides keen insight into the concerns of administrators, teachers, parents and students and the challenges they face in achieving educational objectives and closing budget gaps. Since Delta-T's inception in 1989, we have grown strategically to a nationwide provider with over a dozen offices across the country.

Our personnel pool includes the following professionals to Local Education Authorities, school districts and other youth-based organizations:

- Therapists for Occupational Therapy (OT), Physical Therapy (PT), and Speech Language Pathology (SLP)
- School Nurses, Private Duty, Medically Fragile Children 1:1 Nurses
- Psychologists
- Social Workers (LCSW)
- Licensed Professional Counselors (LPC)
- Substitute Teachers
- Special Education Teachers, including ED, LD and Blind & Visually Impaired, Other PK-12 teachers
- Paraprofessionals/Instructional Aides, including those supporting special education classrooms and early education child centers
- Board Certified Behavioral Analysts (BCBA)
- Bus monitors
- Cafeteria workers
- Clerical staff

Delta-T understands that the City requires SLP services to support the needs of its schools, in the most budget-conscious and productive manner possible. As an awarded vendor, Delta-T would provide the City with:

- A partner with the breadth and infrastructure to provide exceptional Speech and Language services
- The ability to maintain an available pool of Speech and Language Pathologists to ensure continuity of service
- Administrative management through consistent communications, timeline adherence and efficiency

- Bill rates considerate of budgetary limitations and fair compensation standards for all assigned therapists
- A flexible and results-driven team able to implement plans with accuracy, timeliness, and enthusiasm
- Compliance with proper billing, reporting, and contract monitoring requirements.

B. Summary of Relevant Experience

Due to our roots in Connecticut schools and because of the relationships we have cultivated, we have multiple contacts in Connecticut schools, and can supply specific contact information for specific schools that Waterbury would be interested in contacting upon request. Delta-T works with over 250 public, private and specialized schools in Connecticut and provides 25+ types of services. As we are a private entity we typically do not publish full client lists. Below is a snapshot of some of our educational clients in our NE market for the last 3 years. Please note that our services are purchase order based and often continuous in nature, and as such Delta-T has never exceeded the budget or timeframe of an assignment.

Education Client	Services Provided	2023	2024	2025
Achievers Early College Prep Charter School	Speech and Language Pathologist, BHS, RN, Teachers, LDTC, Occupational Therapist, Psychologists	✔	✔	✔
Ad Prima Charter School	Speech and Language Pathologist, Psychologists, Teachers	✔	✔	✔
Alpha School, LLC	Speech and Language Pathologist, Teachers	✔	✔	✔
Archway Programs	Speech and Language Pathologist, Occupational Therapist, Physical Therapist	✔	✔	✔
Aspira, Inc. of Pennsylvania	Speech and Language Pathologist, Occupational Therapist, Physical Therapist, Psychologists, Teachers	✔	✔	✔
Berwyn North School District 98	Speech and Language Pathologist, Social Workers, Teachers		✔	✔
Bloomfield Public Schools	Speech and Language Pathologist, Paraprofessionals, CNA, LPN, RN, Teachers, LDTC, Psychologists, Social Workers	✔	✔	✔
Blueprint Education, Inc.	Speech and Language Pathologist	✔	✔	✔
Capitol Region Education Council	Speech and Language Pathologist , Paraprofessional, BHS, CNA, Teachers	✔	✔	✔
Chester Community Charter School	Speech and Language Pathologist, Occupational Therapist, Physical Therapist, Psychologists, Teachers	✔	✔	✔
Clark Township Public School District	Speech and Language Pathologist, Paraprofessionals, RN	✔	✔	✔
Community Charter School of Paterson, Inc.	Speech and Language Pathologist, Paraprofessionals, RN, Teachers	✔	✔	✔
Cresthaven Academy Charter School, Inc.	Speech and Language Pathologist, Paraprofessionals, RN, Teachers, Occupational Therapist, Psychologists	✔	✔	✔
Crown Charter School	Speech and Language Pathologist, Psychologists			✔
Delta School, Buttonwood Farms, Inc., dba	Speech and Language Pathologist, Occupational Therapist	✔	✔	✔
Discovery Charter School, Inc.	Speech and Language Pathologist, Occupational Therapist, Teachers	✔	✔	✔
Dover Public Schools	Speech and Language Pathologist, Paraprofessionals	✔	✔	✔
East Orange School District	Speech and Language Pathologist, Paraprofessionals, Teachers	✔	✔	✔
Egg Harbor Township School District	Speech and Language Pathologist, Paraprofessionals, BHS, Teachers, Occupational Therapist, Physical Therapist	✔	✔	✔
Essex Fells School District	Speech and Language Pathologist, Occupational Therapist, RN	✔	✔	✔
Evesham Township School District	Speech and Language Pathologist		✔	✔
First Philadelphia Prep Charter	Speech and Language Pathologist, Occupational Therapist, Psychologists	✔	✔	✔
Foundation for Blind Children	Speech and Language Pathologist, Teachers	✔		
Franklin Towne Charter School	Speech and Language Pathologist, Occupational Therapist, Physical Therapist, Teachers	✔	✔	✔
Global Leadership Academy Charter School	Speech and Language Pathologist, Occupational Therapist, Physical Therapist, Teachers, Psychologists	✔	✔	✔
Great Oaks Charter School	Speech and Language Pathologist, Paraprofessionals, LPN, Occupational Therapist, RN, Social Workers	✔	✔	✔
Hammonton School District	Speech and Language Pathologist			✔
Hatikvah International Academy Charter School	Speech and Language Pathologist, RN	✔	✔	✔
Haworth School District	Speech and Language Pathologist	✔	✔	✔

Education Client	Services Provided	2023	2024	2025
Hazlet Township Public Schools	Speech and Language Pathologist, Paraprofessional, BHS, LDTC, Occupational Therapist, Psychologists, RN,	✔	✔	✔
Highland Park Public Schools	Speech and Language Pathologist, BHS, LDTC, Psychologists	✔	✔	✔
Hillside Board of Education	Speech and Language Pathologist, LDTC, Paraprofessionals, Occupational Therapist, RN, Teachers	✔	✔	✔
Holmdel Township School District	Speech and Language Pathologist, Occupational Therapist, Psychologists, Teachers	✔	✔	✔
KIPP West Philadelphia Preparatory Charter School	Speech and Language Pathologist, Occupational Therapist, Teachers, Psychologists, Paraprofessionals.	✔	✔	✔
Lacey Township School District	Speech and Language Pathologist, Occupational Therapist	✔	✔	✔
LEAD Charter School, Inc.	Speech and Language Pathologist, BHS, LPN, RN, Teachers, Psychologists	✔	✔	✔
Legacy Traditional Schools	Speech and Language Pathologist, BHS, LPN, RN, Teachers, Psychologists	✔	✔	✔
Linden Public Schools	Speech and Language Pathologist, Paraprofessionals, Teachers	✔	✔	✔
Maritime Academy Charter School, Inc.	Speech and Language Pathologist, Occupational Therapist, Psyschologists, Teachers	✔	✔	✔
Maywood-Melrose Park-Broadview School District 89	Speech and Language Pathologist, Social Workers, Teachers			✔
Metuchen Public Schools	Speech and Language Pathologist	✔		
Monmouth-Ocean Educational Service Commission MOES	Speech and Language Pathologist, LDTC, Paraprofessionals, Occupational Therapist, RN, Teachers	✔	✔	✔
Monroe Township Schools	Speech and Language Pathologist, Social Workers, Paraprofessionals, LDTC, RN, Psychologists	✔	✔	✔
Montgomery County Intermediate Unit 24	Speech and Language Pathologist	✔		
Morris-Union Jointure Commission School District	Speech and Language Pathologist, Paraprofessionals, RN	✔	✔	✔
Mount Carmel Guild/Catholic Community Services	Speech and Language Pathologist, Paraprofessionals, BHS, RN, Teachers	✔	✔	✔
Mount Ephraim Borough School District	Speech and Language Pathologist, LDTC	✔	✔	✔
Neptune Township School District	Speech and Language Pathologist, Paraprofessionals, BHS, Occupational Therapist	✔	✔	✔
New Milford School District	Speech and Language Pathologist, LPN, RN	✔	✔	✔
Northfield Community School	Speech and Language Pathologist	✔		
Orange Board of Education	Speech and Language Pathologist, Paraprofessionals, RN, Teachers	✔	✔	✔
Osborn School District	Speech and Language Pathologist, Teachers	✔		✔
PA Distance Learning Charter School	Speech and Language Pathologist	✔		
Pan American Academy Charter School	Speech and Language Pathologist, Occupational Therapist, Psychologists, Physical Therapist, Teachers	✔	✔	✔
Paul Robeson Charter School	Speech and Language Pathologist, Occupational Therapist, Paraprofessionals, BHS,RN, Social Workers, Teachers	✔	✔	✔
Penns Grove Carneys Point Regional	Speech and Language Pathologist, Occupational Therapist	✔	✔	✔
People for People Charter School	Speech and Language Pathologist, Physical Therapist, Psychologists		✔	✔

Education Client	Services Provided	2023	2024	2025
Plymouth Public Schools	Speech and Language Pathologist, Paraprofessoinals, Social Workers	✔	✔	✔
Primavera Online High School LLC	Speech and Language Pathologist, Psychologists	✔		✔
Region V	Speech and Language Pathologist, Paraprofessoinals, BHS, Occupational Therapist, Social Workers, Teachers	✔	✔	✔
Russell Byers Charter School	Speech and Language Pathologist, Psychologists, Teachers	✔	✔	✔
Sayreville Public Schools	Speech and Language Pathologist, Occupational Therapist	✔	✔	✔
School District of Springfield Township	Speech and Language Pathologist		✔	✔
Somerset County Educational Service Commission	Speech and Language Pathologist, Paraprofessionals, RN, Teachers	✔	✔	✔
South Orange Maplewood School District	Speech and Language Pathologist, BHS, RN, Sccial Workers, Teachers, Occupational Therapist, Physical Therapist	✔	✔	✔
South River Public Schools	Speech and Language Pathologist, Paraprofessionals, BHS, RN, Teachers	✔	✔	✔
STEMCivics Charter School	Speech and Language Pathologist, Psychologists, Teachers, RN	✔	✔	✔
The Menta Group, Inc.	Speech and Language Pathologist, Psychologists, Teachers	✔	✔	✔
Universal Companies	Speech and Language Pathologist, Occupational Therapist, Physical Therapist	✔	✔	✔
Valley Forge Specialized Educational Services	Speech and Language Pathologist, Teachers	✔	✔	✔
Verona School District	Speech and Language Pathologist, Paraprofessionals		✔	✔
Waterbury Public Schools	Speech and Language Pathologist, RN, LPN, CNA (through City of Waterbury contract)	✔	✔	✔
Wayne Township Public Schools	Speech and Language Pathologist, Occupational Therapist, Physical Therapist	✔	✔	✔
West Oak Lane Charter School	Speech and Language Pathologist, Occupational Therapist, Psychologists, Physical Therapist, Teachers, Social Workers	✔	✔	✔
Wethersfield Public Schools	Speech and Language Pathologist, Paraprofessionals, LPN, Occupational Therapist, RN, Social Workers	✔	✔	✔
Willingboro School District	Speech and Language Pathologist, Occupational Therapist, Paraprofessionals, Psychologists, Teachers	✔	✔	✔
Woodland Park Public School District	Speech and Language Pathologist	✔	✔	✔
Wyncote Academy	Speech and Language Pathologist, Occupational Therapist, Physical Therapist, Teach	✔	✔	✔
YALE School, Inc.	Speech and Language Pathologist, Physical Therapist, Teachers	✔		✔

Please note that services in our NE market are provided by Delta-T Group companies Delta-T Group, Inc., Delta-T Group North Jersey, Inc., Delta-T Group Hartford, Inc. and Kaleidoscope Education Solutions, Inc.

C. Personnel Listing

Delta-T Group has hundreds of Speech and Language Pathologists in our current inventory. We are including a sampling of them here for your review. Please note that due to the high demand for SLPs, available personnel changes regularly and we are always adding to our candidate pool.

Tracey Aribenchi
Toba Goldfinger
Natalie Jarmillo
Patricia Macary
Margaret Sherwood

Tracey Aubrey Aribenchi

Objective: CCC-SLP with 14 years experience seeking position with flexibility and a range of growth opportunity

Qualifications:
● Capable of supervising/collaborating with grad students, CFs or SLPAs
● Detail-oriented, objective data documentation
● Confident communication abilities to promote, educate, collaborate
● Highly motivated to in-service/educate other staff and build programs
●Personality: Autonomous, Out-going, "jump right in", Out-of-box thinker
●Familiar with software for remote including CTSeds, Google, Teams, Zoom and SLP-related (maintained) subscription sites for teletherapy. Other software includes EPIC, NetHealth, CompuClaim/Relay, McKinney, Kinney, etc.

Professional Experience:
Note: Due to Covid, began school-based positions which have been with different contracting companies from August 2022 to present
Travel Speech Pathologist:
Delta Healthcare Providers Inc. June 2011-August 2022
o Contracts always completed with duration of 6 weeks to 10 months
o Worked with all ages except birth to three
o Job Duties included evaluation, intervention, case management, interdisciplinary collaboration, supervision of CFs or SLPAs, education of staff/in-services when requested, documentation
o Additional experience leading support groups for adults with speech/cognition/swallowing disorders,
assisting with program development for feeding/swallowing/meal time safety, collaborating with DON
and Admin to create a program for a facility to qualify for accreditation to begin a new Alzheimer's wing in a hospital as well as a nursing home, collaboration and attendance with DOR in subacute rehab
to navigate speech informational needs within judicial proceedings, development of resources for staff/patients, MBSS/Swallow studies

Educational and Professional Training:
ASHA Certificate of Clinical Competence #14046424
M.S. Speech Language Pathology, University of Central Arkansas, AR
B.S. Speech Language Pathology, University of Central Arkansas, AR
Certificate of NMES Dysphagia, Amedisys/ASHA class
Lee Silverman Voice Treatment Certification
REFERENCES:
Available upon request

TOBA GOLDFINGER

OBJECTIVE
To provide goal oriented, effective, speech and language therapy to help children reach their full potential. I am looking for part time work, for an estimated 18-20 hours per week.

WORK EXPERIENCE
Sept 2024- June 2025 Worked for Worldwide Travel doing speech and language evaluations in Waterbury Public Schools

Sept 2021- November 2024 Worked for CREC, Delta T Group and Speech Pathology Group in Southington Public Schools, for the RESC alliance doing speech evaluations, in Bristol Public Schools, and Waterbury Public schools

January- June 2021 Worked as a long-term substitute speech pathologist for Delta T Group in Stratford Public Schools

Sept-Oct 2020 Worked as a long-term substitute speech pathologist for Delta T Group in Greater Hartford Academy of the Arts Magnet Middle School

Sept- June 2020 Worked as a long-term substitute speech pathologist for Delta T Group in Plainville, CT Schools in Toffolon Elementary School

March- June 2019 Worked as a long-term substitute speech pathologist for Plymouth Center School in Plymouth CT

Jan- Feb 2019 Worked as a long-term substitute speech pathologist for Delta T Group in John Reed Middle School in Redding CT

Sept- Dec 2018 Worked as a long-term substitute speech pathologist for Delta T Group in Wheeler elementary School in Plainville CT

March- June 2018 Worked for the Wolcott School District as a long-term substitute speech pathologist in Frisbie Elementary School
Worked for Dynamic Therapy Services in Waterbury
2008-2017 Worked for The Perfect Playground, RCM Healthcare and Yeled V'yalda Agencies as a speech pathologist in Brooklyn NY and Staten Island NY

- Provided speech and language therapy for a wide range of speech and language delays
- Developed and implemented treatment plans for problems such as auditory processing disorder, delayed language, and pragmatic language delays based on own assessments and recommendations of physicians, psychologists, or social workers

- Performed intense decoding and reading comprehension programs for language and learning-disabled children.
- Worked with phonological processing, speech sound distortions and articulation disorders
- Instructed clients with pragmatic language delays in techniques for more effective communication,
- Taught clients with dysphagia and swallowing disorders to control or strengthen tongue, jaw, face muscles, or breathing mechanisms
- Participated in and wrote reports for meetings regarding patients' progress, such as individualized educational planning (IEP) meetings, in-service meetings, or intervention assistance team meetings.
- Met and advised teachers regarding educational methods that are appropriate for language delayed children
- Guided parents for carryover at home
- Collaborated with teachers, educators, therapists and parents to provide optimal instruction.
- Experience with CT SEDS, Compuclaim and IEP Direct

ACADEMIC PREPARATION

- **University of Cincinnati**
- Master of Arts, Communication Disorders, graduation in May 2007
- GPA in major field: 3.87
-
- **Excelsior College**
- Bachelor of Arts, June, 2005
-
- **CERTIFICATIONS AND LICENCES**
- CT initial Teachers Certificate for SLP 061 #
- CT speech and language pathologist license
- PROMPT Trained
- ASHA certified

Natalie Jaramillo

Experience

Speech Language Pathologist, CCC/SLP 8/16-Present
Region 14 Public School System-Nonnewaug High School and Transition Program

- Assessed, diagnosed, and treated students with a multitude of disabilities including autism, intellectual disability, receptive and expressive language delays, social pragmatic language and learning disabilities
- Customized robust AAC devices and integrated their use with students and support staff
- Presented students' evaluation results and present levels during parent planning team (PPTs) and staffings
- Established and implemented goals and objectives for a caseload of 40+ students with a wide range of disabilities primarily for ages 13-22 years old
- Created individualized education plans (IEPs) using CT's Special Education Data System (SEDS)
- Created lessons and co-taught self-contained English classes with special education teachers
- Collaborated with a multidisciplinary team for a life-skills program
- Conducted individual and small social groups with school psychologist
- Completed meetings and therapy sessions remotely during distance learning
- Developed and presented staff training for Natural Language Acquisition and feeding protocols

Speech Language Pathologist, CCC/SLP 4/13-6/17
Theracare, Birth-to-Three, Norwalk, CT

- Identified and treated children ages 0-3 years old with developmental delays
- Provided consultation and activities to parents to promote communication opportunities
- Personalized communication goals to reflect the family's concerns and needs in home and daycare settings
- Participated in transition PPTs to prepare for preschool intervention services

Speech Language Pathologist, CCC/SLP 9/07-6/13
New Milford Hospital, New Milford, CT

- Identified and treated children with language and speech sound delays/disorders
- Co-developed Communication Play Group for parents and children 12-24 months to promote language development during daily activities
- Provided screenings, evaluations, prevention, and treatment for head/neck cancer patients
- Discussed infant hearing screenings, Modified Barium Swallow (MBS) studies, swallowing, motor speech, and aphasia evaluations with physicians to determine best plan of care
- Documented client's progress towards short and long term goals on a weekly and monthly basis for billing and insurance

Speech Language Pathologist, CFY 9/06-9/07
Waterbury Extended Care, Watertown, CT

- Assessed and treated residents with Parkinson's disease, dementia, cerebral vascular accident, cancer, and cervical fractures for dysphagia and aphasia
- Modified diets to accommodate changing needs of long-term care residents
- Collaborated with residents, caregivers, and staff to improve residents' level of indepdence

Graduate Student Clinician 5/06-8/06
West Haven School District, West Haven, CT

- Provided assessments and treatment therapy to elementary and middle school students with speech and language disorders
- Participated in PPTs and developing IEPs

Graduate Student Clinician 1/06-4/06
New Milford Hospital, New Milford, CT

- Performed evaluations and therapy for dysphagia, cognitive, and language disorders
- Conducted MBS studies and Bedside Swallow Evaluations under supervision

Education

Southern Connecticut State University, New Haven, CT 9/04-8/06
Master of Science, August 2006
Speech Language Pathology
Cumulative Grade Point Average: 3.81

College of Saint Rose, Albany, NY 9/01-5/04
Communication Disorders
Dean's List: Fall 2001 -Spring 2004
Graduated Magna Cum Laude

University of New Hampshire, Durham, NH 9/00-5/01
Communication Disorders
Dean's List: Fall 2000, Spring 2001

Awards / Certificates

CT-SEDS Training 12/23
PMT Training 1/23
CPR certified 2/23
Natural Language Acquisition in Autism 5/23
CEU course completion for identification and treatment of gestalt language processors

Champion Chiefs 2022
Recognition by fellow colleagues for outstanding performance and leadership in school

Outstanding Senior Award 4/04
Recognition of exemplary academic, clinical, and interpersonal skills in speech pathology

Service and Appreciation Award 4/03
Recognition for service to school through community service with NSSLHA

Activities

ASHA Member and certified Speech Language Pathologist in CT 2006-Present
FUNdamental Field Hockey Clinic Volunteer 9/19-6/21
Liturgy of the Word Volunteer at Midd-South Catholic 6/18-3/20
Vice President, National Speech-Language and Hearing Association 9/02-5/03

SUMMARY

Goal oriented results-driven professional with significant experience in evaluation, identification, intervention, and collaboration for remediation of language, articulation, phonological, neurological, and pragmatic disorders. Expertise in team problem solving. Experienced in facilitating inclusion for individuals with ASD.

EXPERIENCE

Bloomfield, CT Public Schools *Speech-Language Pathologist*

October 2014 – 2019 and September 2021 – August 2023 (Post retirement reemployment)

- Served as initial contact for families in the Child Find Process. Provided scientifically researched based interventions for children in preschool through second grade with comprehensive progress monitoring. Completed observations and evaluations of students. Participated in Birth to Three transition meetings and in the development of individual education plans as a member of the planning and placement team. Provided communication therapy services and collaborated with colleagues to improve communication skills in preschool through school aged children with a variety of communication disorders.

Hartford Public Schools, Hartford, CT *Speech- Language Pathologist*
September, 1987 – October 2014

- Administered, analyzed, and interpreted a variety of standardized evaluation instruments, curriculum-based assessments and observation-based measures to determine the presence of language, phonological, articulation, pragmatic, and fluency disorders.
- Provided direct and collaborative services to improve communication skills for students in Pre School to grade 12 diagnosed with various language disorders including autism spectrum disorder.
- Collaborated with parents and educators to develop individual educational plans for students.
- Collaborated with educators and parents in the analysis of student data and behaviors to develop plans for supportive early interventions to facilitate academic success.

Student Assistance Team Chair 2006 - 2008
Family Support Team Member Facilitator 1997 - 2005

EDUCATION

Southern Connecticut State University New Haven, CT M.S. Communication Disorders
Elmira College, Elmira, N.Y. B.S. Speech and Hearing

TRAINING

Language Disorder vs. Difference in Second Language Learners
Augmentative Communication Systems/PECS
Special Education IEP Compliance
504 Identification and Enrollment
CTSEDS

SUMMARY

Goal oriented results-driven professional with significant experience in evaluation, identification, intervention, and collaboration for remediation of language, articulation, phonological, neurological, and pragmatic disorders. Expertise in team problem solving. Experienced in facilitating inclusion for individuals with ASD.

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TRAINING

Language Disorder vs. Difference in Second Language Learners
Augmentative Communication Systems/PECS
Special Education IEP Compliance
504 Identification and Enrollment
CTSEDS

PATRICIA R MACARY, MS, CCC-SLP

PROFESSIONAL SUMMARY

Skilled Speech-Language Pathologist (SLP) with over twenty years of experience delivering quality individualized services to various populations within healthcare and educational settings. Enthusiastic team player with expertise in case management, intervention planning, and documentation. Strong communication/collaboration skills with ability to easily cultivate trusting and productive relationships with patients, students, parents, families, teachers, administration, and other professionals.

HIGHLIGHTS

- Proven reliability and dependability among various work settings
- Strong verbal and written communication skills
- Flexible and adaptive to changing environments
- Extensive team collaboration experience
- Time management proficiency
- Highly adaptable to various computer programs and billing systems

PROFESSIONAL EXPERIENCE

Town of Bloomfield Public Schools
Bloomfield, CT

September, 2023 to June, 2024
November, 2022 to June, 2023
May, 2021 to June, 2021
November, 2020 to March, 2021

- Employed as a contracted SLP for large (18 classrooms) pre-school only magnet school (ages 3, 4, 5)
- Provided push-in and pull-out therapy services to individual students and small groups
- Conducted thorough assessments, developed IEP goals/objectives, and presented results/recommendations at PPT meetings
- Facilitated improvements in areas of: play skills, phonemic awareness, articulation, apraxia of speech, receptive/expressive language, pragmatics
- Worked with students diagnosed with autism, multiple disabilities, developmental delays
- Introduced augmentative/alternative communication systems to minimally verbal and nonverbal students including low tech, PECS, and high tech/dynamic computer systems
- Collaborated with interdisciplinary teams comprised of: parents, teachers, teaching assistants, special education teachers, social workers, occupational therapists, physical therapists, applied behavioral interventionists, school administrators, Birth to Three providers, and out-of-district school representatives
- Worked closely with teachers and educational assistants to ensure carryover of learned skills within the classroom environment
- Developed family home programs for provide additional practice and increase generalization
- Maintained detailed and accurate reports regarding students' responses and progress
- Completed quarterly Progress Notes and shared with families during Teacher Conferences
- Represented Speech Therapy discipline and participated in various SRBI meetings
- Conducted scheduled PPT meetings and parent education meetings as indicated
- Completed Medicaid and out-of-district billing, as well as district required monthly reports
- Completed evaluations and provided therapy support to elementary school SLP's caseload (grades k-2)
- Adhered to all COVID-19 Pandemic safety standards per state and district requirements
- Provided virtual therapy services to students as needed and appropriate (due to young ages)

Town of Wethersfield Public Schools
Wethersfield, CT

September, 2023 to November, 2023
November, 2022 to June, 2023

- Provided speech therapy services to high school students in grades 9 through 12
- Managed large caseload including regular ed students and students in the Assisted Life Skills Program
- Treated student diagnoses: autism, multiple disabilities, Down syndrome, selective mutism, social-emotional difficulties, rare syndromes, hearing impairments, as well as nonverbal students with dynamic AAC systems
- Completed thorough initial and triennial evaluations/assessments, developed IEP goals/objectives, presented results and recommendations at PPT meetings
- Remediated difficulties associated with: articulation, motor planning for speech, dysarthria, receptive language, expressive language, executive functioning, and social pragmatics
- Conducted annual PPT meetings, updated IEPs, provided recommendations for carryover of skills
- Collaborated with teams including: students, families, regular education teachers, special education teachers, case managers, physical therapist, occupational therapist, school psychologists, social workers, guidance counselors, assistant principals, school principal and director of special education, as well as paraprofessionals and outside related service providers (ie, psychologists, education advocates, reading specialists, etc)
- Provided staff education to teachers/paraprofessionals to ensure generalization within the classroom
- Developed individualized daily practice plans for staff and students to foster improved outcomes
- Maintained accurate student files for progress monitoring and developed home programs as indicated
- Provided compensatory speech therapy services as needed

Town of Farmington Public Schools
Farmington/Unionville, CT

Sept, 2022 to October, 2022
January, 2022 to June, 2022
October, 2021 to November, 2021

- Provided speech/language services to cover short maternity leave in elementary school (grades preschool-4), then returned full-time at two elementary schools (grades preschool-4) and upper elementary school (grades 5,6) in district
- Provided speech/language therapy to individual students and small groups in regular-ed and self-contained classrooms (pull out/push in)
- Worked with students with various diagnoses surrounding: autism, apraxia of speech, Down syndrome, multiple disabilities, dysarthria, articulation disorders, AAC needs, and stuttering
- Was assigned challenging case involving child with autism and severe apraxia of speech, including dissatisfied family and educational advocate
- Established in-school and home treatment programs
- Collaborated closely with school administrators, special education teachers, regular education teachers, paraprofessionals, board certified behavioral analysts, physical therapists, and occupational therapists
- Created comprehensive Speech/Language Home Treatment Manuals for parents including education, goals/objectives/strategies, home treatment protocols, data collection sheets, and communication logs
- Supported teachers/paraprofessionals/families with on-going education and training related to students' individual speech therapy treatment to ensure carryover and generalization
- Completed initial and triennial evaluations and presented results/recommendations at PPT meetings
- Provided additional speech therapy services to preschool students and Life Skills Program (grades 5-6) at two other district schools
- Attended and presented at weekly staff/team meetings, in addition to PPT meetings
- Maintained detailed treatment notes, completed formal Progress Notes, and submitted Medicaid requirements (billing and monthly reports)

Town of West Haven Public Schools September, 2020 to May, 2021
West Haven, CT

- Supported primary SLPs in separate intermediate and middle schools (grades 5-6 and grades 7-8)
- Provided in-class support, as well as pull-out services to individual students and groups
- Provided teletherapy (Zoom) services to vulnerable students who could not attend in-person school
- Taught weekly Life Skills classes to students with Autism including those with AAC devices
- Facilitated improvements in students' receptive/expressive language, articulation, and pragmatics skills
- Maintained detailed records regarding students' performance and progress
- Conducted student evaluations, interpreted results, and created comprehensive written reports
- Shared diagnostic results/therapy goals with parents and interdisciplinary teams during IEP meetings
- Provided support and collaborated with teachers and parents of students struggling academically
- Complied with all COVID-19 Pandemic safety requirements and adjusted from in-person to virtual service delivery models, often with short notice
- Completed required billing and monthly reports for students on Medicaid

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CLINICAL EXPERICENCE

Bristol Hospital September, 2012 to August, 2023
Bristol, CT June, 2001 to July, 2004

Mount Sinai Rehabilitation Hospital January, 2016 to December, 2019
Hartford, CT

Sheriden Woods Health Care Center March, 2012 to December, 2015
Bristol, CT

Hartford Hospital - Eastern Rehab Network June, 1999 to September, 2014
Hartford, CT

Jefferson House September, 2011 to September, 2014
Newington, CT

Duncaster Lifecare Community October, 2010 to July, 2011
Bloomfield, CT

- Evaluated and remediated communication and swallowing disorders for adults in acute care, intensive rehabilitation, assisted living, long-term care, and outpatient settings
- Worked with patients with a variety of communication disorders including: aphasia, apraxia of speech, dysarthria, TBI, dementia, voice, and cognitive-linguistic deficits
- Performed modified barium swallow (MBS) studies, as well as fiberoptic endoscopic evaluations of swallowing (FEES)
- Presented evaluation, remediation, and progress summaries to medical staff, patients and their families
- Collaborated effectively with other healthcare providers to ensure continuity of care for patients
- Made necessary referrals for ancillary services available within various settings
- Conducted speech, language, and swallowing in-services for various departments
- Developed program and trained all facility staff regarding swallowing mechanics, normal vs. disordered swallowing, symptoms of dysphagia, safe swallowing guidelines and diet alterations
- Established home programs for patients and family members regarding diagnosis, injury prevention, and therapeutic treatments

EDUCATION

Southern Connecticut State University, New Haven, CT
Master of Science in Communication Disorders/Speech-Language Pathology, May, 1999
GPA 4.0

University of Connecticut, Storrs, CT
Bachelor of General Studies in Human Resources, December, 1993
GPA 3.85

Naugatuck Valley Community - Technical College, Waterbury, CT
Associate of Science in Management, June, 1989
GPA 3.70

ASSOCIATIONS/AWARDS

- State of Connecticut Public Health License, Speech-Language Pathology (1999 - present)
- State of Connecticut Educator's License, Speech-Language Pathology (1999 - present)
- American Speech-Language-Hearing Association Certificate of Clinical Competence (1999 - present)
- Kenneth T Gist Promising Professional Award (1997)

REFERENCES AVAILABLE UPON REQUEST

D. CONFLICT OF INTEREST

There are no current (within the last three years) business, financial, personal, or other types of relationships which may pose a conflict of interest.

3. STATEMENT OF QUALIFICATIONS and WORK PLAN

A. QUALIFICATIONS

With 35 years in business, Delta-T has honed our ability to quickly provide the right skill mix, and maintain quality services throughout the contract. We do this through the development of significant in-house resources and our own expert corporate personnel. Among these are:

- 16 regional offices servicing clients nationwide
- 100 education recruiters with team specializations (therapists, nursing, behavioral health, etc.)
- Background check center (inclusive of primary source verification and FBI clearances; criminal, sex offender, drug and child abuse) to include compliance with all local, state and federal requirements
- On-Call/After-Hours Dispatch Center for client support with over 30 dispatchers providing around the clock support
- Quick-response units for special recruitment or project needs
- Diverse, multi-lingual candidate pool

Delta-T offers to Waterbury therapy services and providers that are pre-qualified, and credentialed, readily available, and experienced in supporting schools by providing necessary services to enable students to remain in their Least Restrictive Environment (LRE). Our team collaborates with families, educators, administrators, and other stakeholders as they fulfill their health and well-being, learning objectives and educational goals. Our management structure is geared towards meeting our client's objectives while placing an emphasis on collaboration and care.

Instead of every member of the staffing team supporting a wide variety of clients, we foster the creation of functional teams who primarily work on a particular sector. Each team member has a detailed understanding of their specialization and a readily accessible network/group of providers within that focus area. This allows us to make rapid referrals matched to your needs.

As a result, Delta-T is well-versed in the nuances unique to dealing with districts and allied healthcare protocol. This results in planning and implementation that reflects the needs of schools, and is compliant with the regulations surrounding the provision of services to children.

Delta-T's staffing methodology ensures that we:

- Refer qualified, pre-screened professionals for the District's review and approval
- Provide a project manager to be the primary client contact for all staffing needs
- Ensure that all issues or compla by the project manager within 24 hours

THERAPIST QUALIFICATIONS

We share the same core beliefs as our clients: each and every person that interacts with a child in a school setting has an important responsibility. Administrators, principals, and teachers value a quality provider because he/she enables academic programs to continue when the students' needs -academic, behavioral, medical, therapeutic - are attended to. In order for classrooms to function effectively and efficiently, there must be a sense of organization, control, and safety/well-being. The role of the therapist is critical in following protocol and ensuring the well-being and safety of the student they are vested with the care for, so that effective daily instruction can be provided to all students.

A continuous skill-training program is important and is conducted via in-service programs, individual one-on-one programs and through annual reviews and re-credentialing standards. A Clinical Director is made available and tasked with the responsibility for overseeing and administering this aspect. A disciplinary in-service program is offered and tracked for participation. Additional instruction addressing newly identified needs are scheduled as needed throughout the year. The Quality Assurance department does spot check audits for the program to ensure proper documentation is maintained and continuous process improvement is implemented.

Our training program is customizable depending on Waterbury's needs and what they provide in-house. Our trainings are a combination of in-person, online and modules. Any training outside of our offerings can be facilitated and the completion of such trainings verified and kept on file. Our training and development program is a multi-step process from initial screening and orientation to monthly evaluations and identification of areas of need to professional development. Upon initial intake of a school-based therapist, they are required to complete a competency assessment that consists of various aspects of providing care to children, as well as pediatric skills. The categories on which they are assessed and skills we expect may include:

1. Assessment & Eligibility Determination
   - Conduct standardized and non-standardized assessments aligned with IDEA and state guidelines.
   - Perform functional, curriculum-based, and dynamic assessments.
   - Determine eligibility for speech-language services and contribute to multidisciplinary evaluations.
   - Prepare clear, compliant evaluation reports with actionable recommendations.
2. IEP Development & Compliance
   - Collaborate with IEP teams to develop measurable, data-driven goals tied to curriculum standards.

- Provide present levels of academic achievement and functional performance (PLAAFP) based on data.
- Document services, progress updates, and required compliance components accurately and on time.
- Participate in annual, initial, and triennial meetings, ensuring adherence to district, state, and federal regulations.

3. Direct & Indirect Therapy Services
   - Deliver evidence-based therapy in individual or group settings across general and special education environments.
   - Provide intervention for articulation, phonology, expressive/receptive language, pragmatics, fluency, voice, and AAC needs.
   - Implement push-in, pull-out, and consultative service models based on student needs and district preferences.
   - Support generalization of skills through classroom collaboration and teacher coaching.
4. Collaboration & Interdisciplinary Communication
   - Work effectively with teachers, administrators, school psychologists, OTs/PTs, counselors, and families.
   - Provide strategies to staff to support language development, behavior planning, literacy success, and classroom engagement.
   - Maintain responsive communication with families and participate in parent-teacher conferences as needed.
5. Progress Monitoring & Data-Driven Practice
   - Collect session-level and long-term data for each student to measure progress toward IEP goals.
   - Analyze trends and adjust therapy methods to improve outcomes.
   - Provide progress reports aligned with report card cycles and district requirements.
6. Compliance & Professional Standards
   - Adhere to ASHA Code of Ethics, state licensure requirements, and all district policies.
   - Maintain documentation required for Medicaid billing (if applicable).
   - Uphold confidentiality and FERPA protections.
7. Specialized Areas of Expertise (as needed by district)
   - Experience supporting students with autism, emotional/behavioral needs, developmental disabilities, and English language learners.
   - Proficiency with low-tech and high-tech AAC systems, including device trials and programming.
   - Training in social-emotional language interventions, literacy-based language intervention, and functional communication systems.

This assessment process is undertaken annually upon annual re-credentialing of the therapist. To reinforce and continually monitor the provision of services, the Project Manager and District Administrator will be responsible for identifying results of quality monitoring on a monthly basis. The Delta-T spot check/ un-announced visit approach assists us in quickly identifying if a therapist is being inattentive. We have a zero tolerance policy for therapists that jeopardize the child's care or are neglectful, for example, by paying attention to text messages or cell phone. Additional touch-points will be frequent telephone conversations as a resource and liaison and monthly formal feedback.

All in all, all providers will be required to demonstrate competency prior to on-boarding, annually upon re-certification (and verification of CEUs) in addition to attending and passing orientation and training requisites to ensure readiness. Documentation of all trainings will be maintained in each person's file and available for audit. All policies and procedures related to training and professional development shall be reviewed quarterly and modified as needed. Developing new competencies and refreshing existing ones is a necessary measure in the behavioral health and education. We strongly encourage all of our therapists to participate so that they can continue to excel.

PROFESSIONAL STANDARDS

The therapists will be held to the highest ethical and professional standards. All will possess not only understanding of working in a public school setting but an ability to identify and adapt to the established culture of their assigned school. To assure you of the best talent the nurses will understand that minimum expectations include that they must refrain from the following:

- Talking and/or texting on their phone;
- Reading newspaper and/or surfing the internet;
- Arriving to school late;
- Dressing in inappropriate manner;
- Taking a break or leaving school building without notifying school officials
- Making unauthorized contact with parent/guardian of student;
- Transporting children anywhere in personal vehicles;
- Not taking requests from parents for activities, etc.

Prior to being contracted with Waterbury, each of our therapists will have demonstrated to us the following:

- Ability to establish rapport with student and school staff to aid student in achieving independence and developing positive behaviors throughout the course of the school day
- Professionalism and an ability to understand and preserve student confidentiality
- A work history that demonstrates punctuality and dependability
- Ability to model appropriate language, behavior and appearance in accordance school protocol

Our Approach and Methodology

At DTG, we understand that providing a staff member to a school system in not a one-step transaction, but a partnership. We recognize that giving a child the opportunity to succeed is both a necessity and a responsibility. To that end, we work with you and your staff to match your needs with a highly-qualified clinician perfect for the child in need. We provided expert and complete support throughout our long relationship with Waterbury Schools to ensure a positive experience and optimal results for the schools and, most importantly, the children.

DTG is able to help you mitigate rising personnel and administration costs while maintaining a high quality of care and support. Our strategies effectively communicate and execute change management so that qualified existing personnel are retained whenever possible, quality services are not interrupted, and you experience a seamless transition into the next school year.

We are committed to delivering high-quality, compliant, and student-centered services that align with federal, state, and local education standards. Our approach emphasizes functional outcomes, collaborative practice, and the promotion of student independence across the school environment.

DTG proposes that the following objectives will ensure a successful contracted staffing plan for Waterbury Schools schools:

- Cost efficiency. We carefully assess the marketplace and price our services competitively so that your costs are maintained, while ensuring that we are able to compensate our contracted staff fairly. This approach saves our clients millions of dollars in health benefits, retirement funding, and other expenses, and relieves your internal staff from the burden of hiring, administering, and managing payroll obligations for these professionals.
- High-quality professionals. DTG diligently sources our staff, including behavioral screenings, position knowledge testing, credentialing, and training to provide and/or transition only the most qualified therapists to serve your schools.
- Consistent, proactive account administration. DTG offers live support 24/7, regular communications between Waterbury Schools and our designated project manager, site visits, and routine reporting. Waterbury Schools will be comfortable knowing that DTG is available whenever there is a nee

Sourcing, Recruitment & Credentialing

Our main goal is to connect you with highly qualified professionals who will fit right in with your team and support the important work you do for kids and families. It all starts with understanding exactly what you need. From there, we carefully match candidates who have the right skills–and just as importantly–the right personality to work well within your agency's culture.

Our local office will customize our sourcing and recruitment to your specifications. We have a full recruitment team available, always identifying and building our pools so that we have someone ready to go if your needs increase or if you decide you would like a different candidate. Here are just a few of the tools we use:

- Online job board advertising
- Search engine advertising
- Referral Bonuses
- Targeted direct mail campaigns
- Email marketing
- Social media marketing
- Local Advertising
- Trade Shows/Conferences
- Text/SMS campaigns

It's not just about finding the candidate - proper credentialing and maintenance of files is just as important. For all candidates, we handle not just the basics, but go the extra mile to make sure any candidate presented to you has what YOU require. Our Compliance Team is located in our Corporate Office to ensure neutrality and checks and balances in our file review and completion process. Documents for any professional are available for review at any time.

- State Background Check
- State Fingerprinting
- State Child Abuse Clearance
- NSOR/OIG
- 3rd party license verification
- 3rd party degree verification
- 3rd party SSN verification
- Valid Photo ID
- minimum of 2 recent references
- any other clearances or trainings you request

In 2024-2025 school year, DTG staffed **almost 4 million hours** of services across the country for allied therapy, psychology and special education. We have expanded into new markets in over the last year, while invigorating our long-standing partnerships in the Northeastern US market. This growth is not strictly organic; indeed, we have made concerted efforts to focus on intelligent expansions and process improvements. We have made it our mission for the coming years to ensure that DTG creates an environment conducive to success, both for its clients and the children who benefit from our services.

We understand how valuable providing consistent, quality service is to both the development of a high caliber exceptional children's education program and to the program's impact on the students it serves. More importantly we recognize and drive our efforts to ensure that student's unique needs should be met with integrated supports so that their learning needs follow routine schedules. Our understanding of developing needs and existing demands on schools (for example students with autism, learning disabilities, emotional disabilities, etc.) and behavioral strategies and therapeutic systems is sound as a result of these experiences on multiple levels and variety of settings.

DTG enjoys a strong presence in Connecticut. Of our current client base, 92% are educational facilities. The other 8% represent other agencies for children and families (non-profits, DD facilities, etc.). Our clients in the Northeastern US market range from larger districts, to smaller private and charter schools or districts like yours. This wide variety of educational clients provides us with different perspectives on the provision of services.

DTG has been operating in Connecticut for more than 35 years. We have expanded and continue to do so through diligent sourcing of quality therapists and the provision of stellar client services.

B. WORK PLAN

Below is Delta-T's proposed work plan; this will be modified based on Waterbury preferences and contract.

Task	Delta-T Group	Waterbury Public Schools	Timeframe	Project Team Member
Personnel Roster	Finalize personnel roster	Provide information about existing staffing; number of nurses and specifics about any special circumstances or classes or schools to ensure that Delta-T has adequate and proper criteria for matching therapist to need	January 2026 or upon award	Michelle Byrd
Orientation	Conduct initial general and specialized orientations for therapists (multiple evening and day sessions – mandatory attendance)	Provide space for orientations, if necessary, to be done on site at Waterbury Public Schools; otherwise completed virtually, or at Delta-T offices or other local venues.	January 2026 or upon award	Michelle Byrd
School Intakes	Review school preferences for nurses and geographic area and work with Principals and Administrator designees to ensure proper pool matches	Principals and Building Administrators/IEP Coordinator	January 2026 or upon award	Josue Lopez
Credentialing	Fingerprinting, Reference Checking, File Complete - Primary Verification	Assist in transition of any Information for former employees, as necessary	January 2026 or upon award	Josue Lopez
Trainings	Project trainings administered	Input on Any Particular Topics/Subjects regarding Waterbury Public Schools	On-going	Michelle Byrd
Re-Credentialing	Regularly checking licenses and certifications in file to ensure no expirations	Approval on materials used, as applicable	On-going	Josue Lopez
Pre-Go "Live"	Finalize any loose ends - Follow-Up Meeting	Waterbury Designees to Review Status	TBD	Michelle Byrd

C. SERVICES EXPECTED OF THE CITY

1. The City shall provide a designee or designees for all contract negotiations, renewals, meetings, billing, and project oversight.
2. The City shall review and approve suitable candidates as supplied by Delta-T for positions within the Waterbury School District.
3. The City's designees shall provide specifics on the types of positions that need to be filled, that is, hours (full-time or part-time), location of school to be served, orientations, school entry requirements (ID, etc.), and other information related to starting the assignment.
4. The City shall ensure that the staffed therapists have sufficient space, equipment and materials with which to perform their duties.
5. The City designee/s should allot reasonable time to liaise with Delta-T designees in order to give and receive feedback on the progress of the contract, any problems, questions or concerns.
6. The City shall make Delta-T aware of any school closings, emergencies, threats, hazards or warnings (impending or immediate) that will affect school hours, the safety of our staffed professionals, the stability of buildings in which our therapists will work or will affect their ability to properly perform their job functions.

4. Cost Schedule

As requested, the Cost Proposal is separated into a clearly marked envelope.

5. INFORMATION REGARDING: FAILURE TO COMPLETE WORK, DEFAULT & LITIGATION

a. Have you ever failed to complete any work awarded to you? If so, where and why?
Delta-T Group Hartford, Inc. has not failed to complete any work awarded.
b. Have you ever defaulted on a contract? If so, where and why?
Delta-T Group Hartford, Inc. has never defaulted on a contract.
c. Is there pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
There is no pending litigation that could affect Delta-T Group Hartford, Inc.'s ability to perform this agreement.
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
Delta-T Group Hartford, Inc. has not had a contract terminated for cause within the past five years.
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
Delta-T Group Hartford, Inc. has not been named in any lawsuit related to errors and omissions within the past five years.
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
Delta-T Group Hartford, Inc. has not filed for protection under Federal bankruptcy laws.
g. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.
Because our services are purchase order based, Delta-T Group Hartford, Inc. has not ever exceeded the amount of a contract we were awarded.
h. Are there any there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
There are no other factors that could affect Delta-T Group Hartford, Inc.'s ability to provide services on this contract.

6. EXCEPTIONS AND ALTERNATIVES

Delta-T does not take any exceptions and proposes no alternatives.

7. ADDITIONAL DATA AND REQUIRED FORMS

Please see the attached:

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

#9

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: February 3, 2026

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of **Professional Services Agreement RFP No. 8648** between the **City of Waterbury** and **Access Rehab Centers, LLC**

The Special Education Department requests the approval of the **Professional Services Agreement RFP No. 8648** between the **City of Waterbury** and **Access Rehab Centers, LLC**. The purpose of the agreement is to provide speech and language services for Waterbury Public School District children ages 3-22. A critical component of the RFP was the requirement for the provider to fill "immediate and changing needs" without delay, ensuring that vacancies or new student requirements are addressed promptly in schools.

The agreement shall commence on the date fully executed by the Mayor and will terminate on June 30, 2029. The agreement is at a cost of **$400,000.00** for a three-year term. In a strategic effort to maximize the availability of qualified speech pathologists for the City, RFP 8648 was awarded to three separate vendors. This multi-vendor selection ensures a robust pipeline of specialists to meet the diverse needs of our community. The Professional Services Agreement will be paid through General Funds.

SERVICES AGREEMENT
For
Speech and Language Therapy Services
between
The City of Waterbury, Connecticut
and
Access Rehab Centers, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor ("Effective Date"), is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Access Rehab Centers, LLC (the "Consultant"), located at 22 Tompkins Street, Waterbury, CT 06708, a State of Connecticut duly registered domestic corporation/limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8648** for Speech and Language Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8648**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, 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, and Consultant shall provide in-person speech and language therapy for Waterbury Public School District students ages 3-22 with speech and language therapy needs and other related services as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by 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 Addendum #1, dated November 21, 2025, to RFP No. 8648, consisting of 9 pages;
1.1.2 City of Waterbury RFP No. 8648, excluding city sample contract forms and draft contract, consisting of 12 pages, attached hereto;
1.1.3 Consultant's Response to RFP No. 8648, consisting of 42 pages, attached hereto;
1.1.4 Consultant's Revised Cost Proposal, titled "Confidential Cost Proposal RFP #8648," consisting of 1 page, attached hereto;
1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6 City Contract Compliance Documents, provided by the Consultant and submitted with its Response to RFP No. 8648, incorporated herein by reference;
1.1.7 Certificates of Insurance, incorporated herein by reference;
1.1.8 Licenses, incorporated herein by reference;
1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any Amendments to this Contract
1.2.3 This Contract
1.2.4 Consultant's Revised Cost Proposal
1.2.5 Addendum #1 to RFP No. 8648
1.2.6 City of Waterbury RFP No. 8648
1.2.7 The Consultant's Response to RFP No. 8648

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

2.1. Representations Regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a

contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated and authorized by the appropriate Department/personnel in Education, or the designated person.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students may be present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

2.6.1 Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

2.6.2 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) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant 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, Consultant has no authority to make disclosures of any information from education records. Consultant shall instruct its employees of their obligations to comply with FERPA.

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 Student Data Requirements.

3.1.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Sub-Grantee.

3.1.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Sub-Grantee except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (I) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Sub-Grantee. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Sub-Grantee within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Sub-Grantee that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.1.3 The Sub-Grantee shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.1.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Sub-Grantee receives a request to review Student Data in the Sub-Grantee's possession directly from a student, parent, or guardian, the Sub-Grantee agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Sub-Grantee agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Sub-Grantee, and correct any erroneous information therein.

3.1.5 The Sub-Grantee shall take actions designed to ensure the security and confidentiality of student data.

3.1.6 The Sub-Grantee will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

> Upon discovery by the Sub-Grantee of a breach of Student Data, the Sub-Grantee shall conduct an investigation and restore the

integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.1.7 Student Data shall not be retained or available to the Sub-Grantee upon expiration of the Agreement between the Sub-Grantee and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Sub-Grantee after the expiration of such Agreement for the purpose of storing student- generated content.

3.1.8 The Sub-Grantee and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.1.9 The Sub-Grantee acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.1.10 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3.2. 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.

3.3. 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.

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

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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:

3.8.1 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;

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

3.8.3 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.

3.8.4 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.

3.8.5 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;

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

3.8.7 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.

3.9. Reporting Requirement. The Consultant shall deliver periodic written reports as requested by 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.

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.

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 complete all work and services required under this Contract commencing on the Effective Date and terminating on June 30, 2029 (the "Initial Term").

5.1. Time is and shall be of the essence for any Project milestones, completion date 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 **FOUR HUNDRED THOUSAND DOLLARS and 00/100 CENTS ($400,000.00)** for the Initial Term of this Agreement in accordance with Consultant's revised cost proposal, entitled "Confidential Cost Proposal RFP 8648" and as set forth below:

6.1.1. Effective Date – June 30, 2026:
Hourly Rate…….$ 92.21 per hour

6.1.2. July 1, 2026 – June 30, 2027:
Hourly Rate…….$ 94.05 per hour

6.1.3. July 1, 2027 – June 30, 2028:
Hourly Rate…….$ 95.94 per hour

6.1.4. July 1, 2028 – June 30, 2029:
Hourly Rate…….$ 97.85 per hour

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further

required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8648** 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 shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, 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, City's Boards, 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, design, drawings, 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, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, 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; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, 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.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the

free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the 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 each occurrence
$2,000,000.00 general aggregate
$2,000,000.00 Products / completed operations aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

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

9.4.3. Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability:
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limit

9.4.4. Excess/Umbrella Liability:
$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate

9.4.5. Professional Liability/E&O:
$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate

9.4.6. Abuse/Molestation Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

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 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 is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** 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, gender identity or expression, 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, gender identity or expression, 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. Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, 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 or 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.

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

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

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and

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

15. Force Majeure. Neither the Consultant nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

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

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

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

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

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

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to

the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

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

with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are, **(i)** the City's aforementioned **RFP No. 8648** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8648.**

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

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

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

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

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

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are

required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: Brian Emerick
Access Rehab Centers, LLC
22 Tompkins Street
Waterbury, CT 06708

City: The City of Waterbury
Attn: Department of Senior Services
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

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

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby

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

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

[signature page follows]

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

WITNESSES:	**CITY OF WATERBURY**
Sign:_____ Print name:	By:_____ Paul K. Pernerewski Jr., Mayor
Sign:_____ Print name:	Date: _____

WITNESSES:	**ACCESS REHAB CENTERS, LLC**
Sign:_____ Print name:	By:_____
Sign:_____ Print name:	Date:_____

ATTACHMENT A

1. Addendum #1 to City of Waterbury RFP No. 8648, dated November 21, 2025, consisting of 9 pages, attached hereto;

2. City of Waterbury RFP No. 8648, consisting of 12 pages (excluding Attachments A-E), attached hereto;

3. Consultant's Revised Cost Proposal, consisting of 1 page, attached hereto;

4. Consultant's Response to RFP No. 8648, consisting of 42 pages, attached hereto;

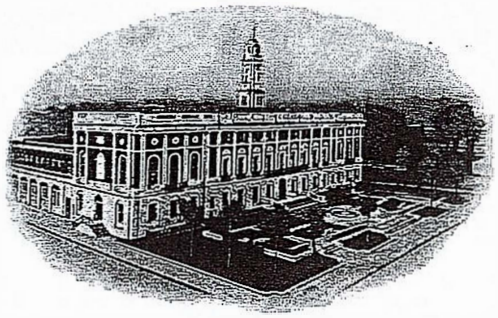
5. City Contract Compliance Documents, incorporated herein by reference;

6. Certificates of Insurance, incorporated herein by reference;

7. Licenses, incorporated herein by reference;

8. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

November 21, 2025

RFP 8648 Speech and Language Services

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8648**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the questions and answers below.

Question: Due to the holiday closures the week prior to the deadline, would the district consider extending the deadline to accommodate additional time for shipping and delivery?
Answer: No, the deadline will not be extended.

Question: Could you provide a list of previous vendors and the hourly rates paid for each discipline involved in the contract? / What are the current vendor names and bill rates for SLP services? / Who are the current vendors, and what are their bill rates for requested service? / What are the hourly rates for SLP services that you are currently paying? / Who are the current incumbent staffing agencies providing these services and what are their bill rates? / Can the District provide the current hourly bill rates being paid for each staffing category in the solicitation? / Can you provide the current and/or historical pricing? / What are the current hourly rates by vendor? / What rates do those vendors/agencies charge hourly for staffing these roles?
Answer:
Stepping Stones $79.92
ACCESS Rehab $92.21
Worldwide $90.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

Question: What is the total billing amount or expenditure by vendor/classification for prior years?
Answer:
2024-25 Stepping Stones $230,487.69
2024-25 ACCESS Rehab $406,368.50
2024-25 Worldwide $151,978.50

Question: Which vendors/agencies do you currently use for staffing these roles? / How many current agencies are you using? / Who are the incumbent vendors? / Who are the current vendors providing services?
Answer:
Stepping Stones
ACCESS Rehab
Worldwide

Question: What is the anticipated number of providers required?
Answer: Up to 8 agency staff members depending on the building needs.

Question: How many providers were utilized under the previous contract term?
Answer: Stepping Stones- 3; Worldwide- 2 (evaluations only) ; ACCESS Rehab – 6.

Question: What is the total amount of spend per vendor over the contract period?
Answer: $1,200,000 over three years.

Question: What are the hourly rates/daily rates for snow days that you are currently paying?
Answer: The district does not pay for snow days.

Question: Please define the billing expectations for partial attendance, snow days, holidays, and professional training days.
Answer: The district does not pay for snow days, holidays, and professional training days. If a speech pathologist is not servicing a student, they do not get compensated.

Question: What are the hourly rates/daily rates for holidays that you are currently paying?
Answer: The district does not pay on holidays.

Question: What are the hourly rates/daily rates for professional development days that you are currently paying?
Answer: The district does not pay for these days, nor does require agency staff to attend district PD.

Question: What is the rate for half day services that you are currently paying?
Answer: Agency staff only get paid for the hours work at the contract rate.

Question: What is the total estimated value or budget for this contract? / What is the estimated spend for the contract?
Answer: $1,200,000 for three years.

Question: What is the annual spend that is projected for the contract?
Answer: $400,000.

Question: What are the internal pay rates for these positions?
Answer: Please refer to the WTA contract which is posted on the City of Waterbury website.

Question: What is the district's preferred pricing structure (flat or range)?
Answer: Flat pricing.

Question: Can we provide a rate range, or does it need to be a specific rate?
Answer: Specific rate.

Question: Are you satisfied with your current vendors? / Are you satisfied with current service?
Answer: The district is seeking additional vendors to meet the district need.

Question: Is there a rate cap for the requested SLP Services? If so, could the district please share the applicable rates ?
Answer: There are no rate caps. The district will not share acceptable rates.

Question: How many contracting agencies did you use for SLP services for the 2024/2025 school year?
Answer: 3.

Question: Who is the designated individual coordinating the services for the various disciplines within the district, and could you share their contact information?
Answer: Director of Pupil Services. Contact information will be shared with awarded vendor.

When awarded the solicitation to provide services, who would be the contact within the district to inquire about open roles for professions related to the RFP?
Answer: Contact information will be shared with awarded vendor.

Question: How many hours constitute a school day for the purposes of this contract? / What are the daily and weekly hours the provider will be required to work? Agency staff are required to work student days as per the Waterbury Public Schools Calendar.
Answer: It is a 7-hour student day.

Question: How many school days are scheduled per year?
Answer: 180.

Question: Are vendors permitted to bid on special education disciplines not explicitly listed in the RFP?
Answer: No.

Question: Are electronic signatures acceptable for signing the bid documents?/ Would you accept electronic signatures as part of the proposal submission?
Answer: Electronic signatures are acceptable.

Question: Would you consider proposals for only virtual (teletherapy) speech and language services under this RFP award? / Is the district open to the use of teletherapy for service delivery?
Answer: No, this is for in-person services only.

Question: Will the district consider virtual or hybrid delivery for these services?
Answer: No.

Question: Will virtual services be an option to homebound students?
Answer: No.

Question: Will virtual services be an option to students at their school location?
Answer: No.

Question: In regards to homebound students, will services be offered in the home or a mutual meeting location (example, library, rec center etc)?
Answer: No.

Question: How many students are homebound?
Answer: N/A; this is not applicable at this time for this RFP.

Question: If the vendor provides only virtual/remote service providers that will not be on campus to perform services, can you verify that proof of drug tests is not required?
Answer: This vendor would not be considered.

Question: Would you accept scanned colored copies of originally signed and/or notarized forms as part of the proposal submission?
Answer: The "original" copy should have original notarized seals as indicated. Copies of the original are copies of the original.

Question: Does the district anticipate awarding more than one vendor for this RFP? / Will this be a single or multi-award? / Is this a multi-award bid?
Answer: Multiple vendors will be considered.

Question: How many vendors does the city intend to award this contract?
Answer: Multiple vendors will be considered, depending upon responses received.

Question: For "Personnel Listing," do you require resumes of potential SLPs upon proposal submission?
Answer: Yes.

Question: Do we need to submit a list of providers, as we cannot guarantee their availability if/when we are awarded the bid?
Answer: Yes.

Question: The solicitation requires resumes for all proposed personnel. Since final assignment will depend on the awarded caseload and start date, is the City willing to accept sample resumes from our active SLP database that demonstrate typical qualifications, licensure, and experience?
Answer: No, current staff should be provided and available to service.

Question: Will vendor be required to submit resumes of our healthcare professionals in our bid response? If so, what is an appropriate number to include?
Answer: Yes.

Question: If resumes of potential SLPs are required, would you consider blind resumes with the service provider's full names and full license numbers withheld upon submission?
Answer: No.

Question: Will our RFP be accepted if we do not provide a list of SLPs?
Answer: No.

Question: The RFP mentions how the "proposer will immediately provide substitutes for staff who are absent." Does this mean the vendor is required the provide an immediate substitute for

any day of planned or unplanned absence? / What is the expectation of providing subs to staff who are absent?
Answer: The vendor is required to provide substitutes for their agency staff that are absent for both planned and unplanned absences.

Question: What is the required turnaround time for substitute coverage when assigned staff are absent? Does this requirement apply to both full-day and partial-day absences?
Answer: Immediate; Yes, requirement applies both to full-day and partial absences.

Question: Are there repercussions for not being able to provide subs for when our contractors are absent?
Answer: Yes, there would be repercussions for not providing subs. The vendor is responsible for providing agency staff when they are absent. If they are consistency unable to provide this service, then the vendor would be in breach of contract with the district.

Question: If the vendor cannot provide immediate substitutes for absences, can the vendor's service providers schedule make-up sessions as needed?
Answer: Yes, but this requires permission from parents.

Question: What is the expected timeframe to submit credentialed candidates after award?
Answer: Credentialed staff need to submitted with the RFP response.

Question: What is the average caseload for SLPs?"
Answer: 65.

Question: Do you require the vendor to provide in-person professional development to Waterbury staff and parents? / Please specify the expected frequency, format, and duration of proposer-led professional development / in-service training sessions during the contract term.
Answer: No.

Question: Can you clarify what types of "relevant speech and language therapy materials to Waterbury staff and parents" the vendor requires when requested by the district (example: does the vendor only provide materials needed to perform services)?
Answer: Yes- only materials needed to provide services.

Question: Would the district provide its students with the necessary hardware (e.g., computers, webcams, headsets), supplies, and other materials required for these services?
Answer: Yes.

Question: Can the vendor provide a sample proof of insurance certificate within the proposal and provide an updated insurance certificate that aligns with Attachment D upon award? / Can vendors acquire excess insurance post contract award?"
Answer: No, COI needs to be provided as per RFP.

Question: The RFP lists Abuse/Molestation Liability Insurance at $1M/$1M. Please confirm whether this coverage must be carried by the prime contractor only, or by all subcontractors providing services.
Answer: Insurance limits must be met by all providers.

Question: If the vendor screens and interviews each provider themselves before each placement, does the district require separate interviews with the district`s staff for potential service providers and replacements?
Answer: Certifications must be provided and an interview with district personnel must occur.

Question: While the RFP mentioned "the proposer must accept the City's standard agreement language"; However, page 9 of the RFP includes instructions on "Exceptions and Alternatives." If the vendor has exceptions to the RFP or Attachment B, can you confirm that the exceptions should be placed toward the end of the proposal?
Answer: Yes.

Question: Would the vendor be penalized or disqualified if its proposal included exceptions or additional terms to the RFP document or standard agreement language (Attachment B) for review?
Answer: Exceptions to the City's standard agreement language are not accepted.

Question: Do you require the hard copies of the proposal submission to be bound in any way (binding clips, binders, binders with physical divider tabs, etc.)? / Is there a preference for how the bids are bound (stapled, 3-ring binder, binder clip, etc)?
Answer: Clips and/or staples are acceptable.

Question: How many hours of services for these roles were utilized in 2024 and 2025?
Answer: Agency staff worked the district school calendar hours.

Question: How many hours of services for these roles do you anticipate for the 2025-2026 year?
Answer: Agency staff will work school day hours as per the school calendar.

Question: Does the district use the RFP process for other services such as behavioral? / Does the district use the RFP process for other services such as occupational therapy?"
Answer: No.

Question: What is the main reason this project is out for bid? / Can you provide additional information on any issues or reasoning for the RFP to be released?
Answer: The district has additional speech and language needs.

Question: Can the district confirm what days/times purchasing will be open to receive our mailed proposal (holidays, winter closures)?
Answer: The Purchasing office (235 Grand Street, Room 103, Waterbury, CT 06702) is open Monday through Friday from 9:00AM to 4:30PM. The office is closed on November 27, 2025.

Question: Our experience is primarily from clinical and community healthcare environments, not directly within school district settings. Would the City consider a waiver or acceptance of comparable experience (hospital, outpatient, early intervention, pediatric clinics) to satisfy the school-specific experience requirement?
Answer: No, comparable experience is not acceptable. School experience is required.

Question: Please clarify how the 10,000 annual service hours will be distributed between school-based and home-based therapy sessions.
Answer: All 10,000 annual service hours will be provided in schools.

Question: Please confirm whether the District will provide access, credentials, and training for Medicaid billing platforms such as CT-SEDS, CompuClaim, and/or Frontline.
Answer: Yes, CT-SEDS Medicaid billing.

Question: May vendors utilize their own electronic time-tracking system (with exportable audit trails and approval workflow) to meet the requirement for a "transparent electronic and fully accessible" verification system?
Answer: Yes, and provide back-up with invoices monthly.

Question: At the conclusion of the contract, must all student documentation be fully transferred to the City, or is ongoing shared system access sufficient for audit and compliance purposes?
Answer: CT-SEDS collects information; protocols need to be sent to the district.

Question: Are annual rate adjustments based on CPI (up to 3%) permitted during the optional renewal years? If yes, what is the timing/process for requesting them?
Answer: There are no optional renewal years listed in the RFP. Please fill in Attachment E with specific prices per year.

Question: Please confirm whether proposal submission through ProcureWare is required in addition to the specified hard copies and USB/CD, or if the physical submission alone fulfills the requirement.
Answer: Submission through ProcureWare is not accepted (or possible). We require paper original, paper copies and electronic copy on CD or flash drive as per the RFP instructions.

Question: Can the vendor attach additional pages to Attachment E of the Cost Schedule to outline any separate fees that are not included in the hourly rates listed?
Answer: Yes.

Question: Will the District consider proposals that include both W-2 employees and 1099 contractors?
Answer: Agency staff are provided a flat rate.

Question: What method will be used to notify vendors of the award decision?
Answer: Formal award letters are issued via email.

Question: Following candidate interviews, what is the expected timeline for selection or hiring decisions?
Answer: The proposed contract(s) has to be approved by Board of Education and Board of Alderman prior to obtaining the Mayor's signature.

Question: When Is the anticipated date that award notifications will be sent to the awarded vendors? / What is the expected timeframe for award notification and vendor selection? / What is the anticipated award date for this RFP?
Answer: Anticipated by January 2026.

Question: What is the anticipated start date and term of the contract?
Answer: January 2026. See Section D. Agreement Period of the RFP document for term information.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL #8648
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Speech and Language Services

The City of Waterbury, Department of Education, (hereinafter "City"), is seeking one or more contractors, companies or firms to provide up to 10,000 hours of speech and language therapy services each year to the Waterbury School District to students ages 3-22 with speech and language therapy needs and other related work under the direction of District personnel for an initial term followed by a full three-year period, ending June 30, 2029.

A. Background and Intent

The purpose of this request for proposal is to obtain competitive hourly cost proposals for the next three years from one or more reliable, licensed, professional proposers to provide speech and language therapy, testing and related services as needed by the Waterbury School District for students with disabilities.

B. Qualifications

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-22.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic Individualized Education Program (IEP) and data collection systems.
4. Ability to provide experienced, Connecticut (CT) certified, licensed and qualified speech and language pathologists to the District upon request without delay to fill immediate and changing needs of the District in both in school and in-home settings.
5. Ability to provide speech and language pathologists who have master's degree or doctorate in speech and language pathology from an accredited post-secondary institution, CT Health Department licensure and CT State Department of Education certification as required by law.

6. The speech and language pathologists provided have experience working with children ages 3-22 in the fields of speech and language therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of speech and language therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each speech and language pathologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathologist must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Speech and language pathologists shall submit in a timely manner the appropriate documentation required for Medicaid billing purposes. The Speech and language pathologists will utilize the web-based platform used by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline). The speech and language pathologists will complete service logs and monthly progress reports in such web-based applications for students. The speech and language pathologists will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service.
11. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by speech and language staff and personnel. Staff will be able to work up to 7.0 hours per school day.
12. The proposer must share a pay rate schedule for half days, snow days, holidays, and professional training seminars attended by speech and language pathologists.

C. Scope of Services

1. The proposer agrees to provide up to 10,000 total hours of speech and language therapy and related services to students, ages 3-22, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.

2. Therapy and related services must be provided by CT licensed, certified and qualified speech and language pathologists without delay to fill the immediate and changing needs of the District both in school and in home settings. The District has the right to interview each pathologist proposed and to determine if the person is appropriate to work with District students. The proposer will ensure that all pathologists working in the District have had satisfactory criminal background checks, fingerprinting, drugs tests and DCF registry checks as required under law and will provide the District proof upon request.
3. The speech and language pathologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student caseloads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
4. The speech and language pathologists provided by the proposer will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff when requested by the District.
5. The proposer will provide highly qualified pathologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
6. The proposer will supervise its pathologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's pathologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to district administrative staff prior to public review.
7. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to ensure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant speech and language therapy materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from date of contract execution through June 30, 2029.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** 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 category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on (date)**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by (date), 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Pupil Services Department- Waterbury Public Schools.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process

are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of **90** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. **See Attachment B.**

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **4** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **XX:XX AM on *(date).* Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

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

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

    a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
    b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

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

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

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

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

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

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

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?
b. Have you ever defaulted on a contract? If so, where and why?
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

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

2. Selection Process

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

K. Rights Reserved To The City

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

L. Federal, State and Local Employment Requirements NOT APPLICABLE

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

M. State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act

15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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

N. State DAS Requirements for Construction Projects NOT APPLICABLE

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a 100 percent Performance Bond with a surety, and in a

form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Cost Proposal

Confidential Cost Proposal
RFP #8648

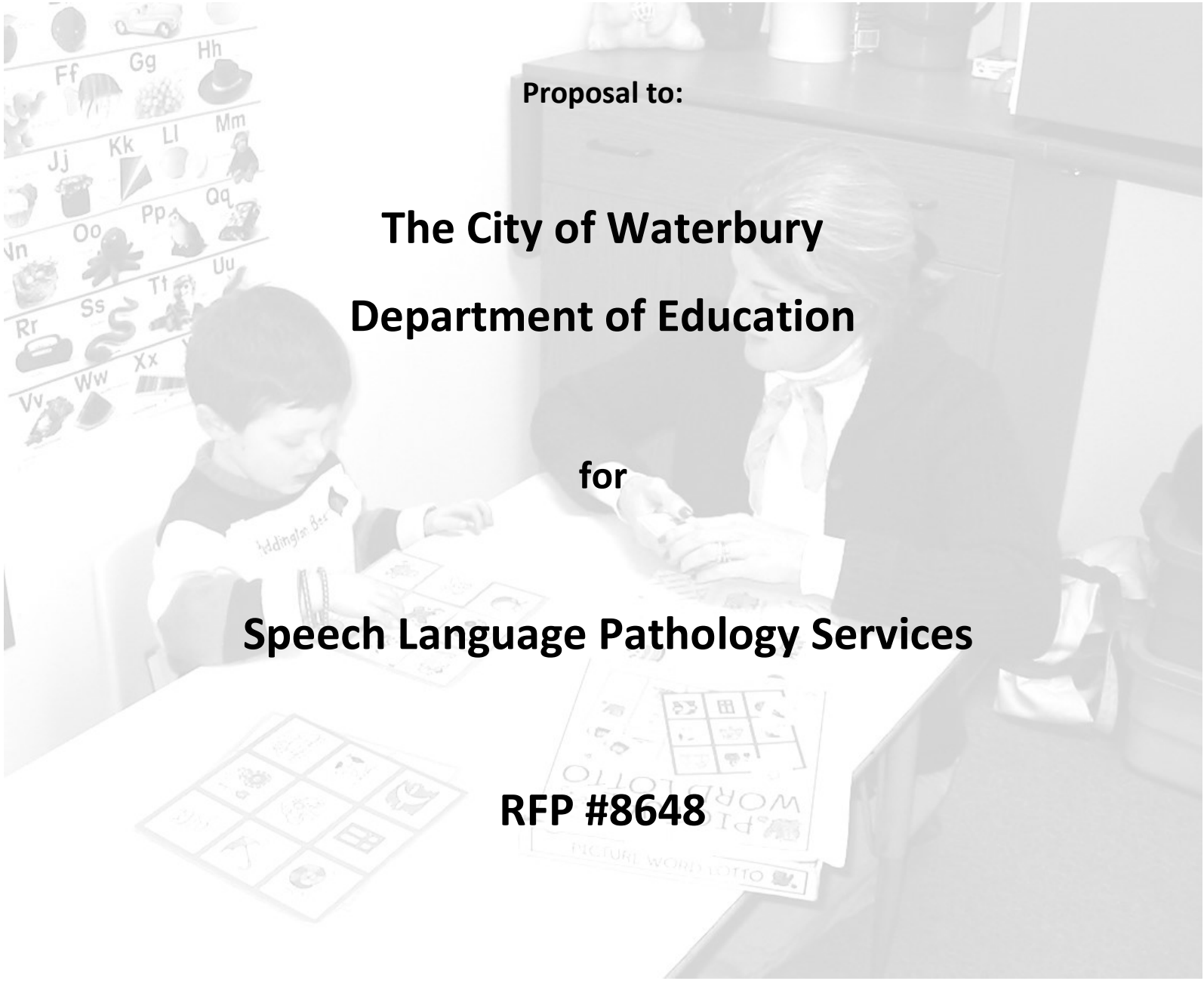
Access Rehab Centers proposes the following hourly rates for its services:

Service	**Current – 6/30/2026**	**Year 1**	**Year 2**	**Year 3**
Speech & Language Pathology	$92.21	$94.05	$95.94	$97.85

The salary rate includes:

- A Senior Clinician currently serving as onsite Access lead.
- All payroll taxes and benefits, including health insurance.
- Liability insurance and supplies required by the contract.
- Administrative overhead to cover the cost of managing service provision as well as of maintaining adequate staffing.
- Laptops/iPads/and additional supporting assistive technology used by clinicians.

Summer Staffing Rates: The payment rate for summer staffing will be the same as for the year previously completed.



Proposal to:

The City of Waterbury

Department of Education

for

Speech Language Pathology Services

RFP #8648

Submitted by:

Access Rehab Centers
Physical, Occupational, Speech & Aquatic Therapy

22 Tompkins Street
Waterbury, CT 06708

December 2, 2025

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Attachment A - 5 Year History of School Contracts

Attachment B - Personnel Listing and Resumes

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Attachment D - Organizational Chart

Attachment E - Certificate of Liability Insurance

Attachment F - Completed City of Waterbury Disclosure Forms

Preface

Access is pleased to offer this proposal for the opportunity to continue providing Speech and Language Therapy Services to the Waterbury School Systems for the period of July 1st, 2026, to June 30th, 2029.

We are committed to keeping our services as cost effective to the City as possible, consistent with the services and added value we feel we offer, and this is reflected in our cost proposal.

Once again, **we respectfully ask the Department of Education to consider the differentiating factors below that we feel strongly advance the choice of Access Rehab Centers** for the District's Speech therapy provider:

- Access has provided and will continue to provide a very experienced and dedicated onsite clinical manager for our services, who also carries a full caseload.
- Access employs a part-time Administrative Assistant solely dedicated to Waterbury School-based Services to ensure accurate and on-time billing and documentation.
- Access developed and uses a Quarterly Quality Indicator Report, which is reviewed in-person with the Department, utilizing an underlying database that allows for tracking of emerging children's needs and services required.
- We have equipped a majority of our therapists with Apple iPads in addition to their laptop computers.
- We have developed specialist skills in low and mid-level assistive technology, having put together low-tech kits, mid/high level evaluation capability with a dedicated laptop with AT software. We have received training in assistive technology from experts in the field.

- Access has provided and will continue to provide additional In-services for teachers, paraprofessionals, and behavior therapists. Past examples include Safe Lifting Techniques, Brain Gym, Sensory Integration, Fine Motor Skills.
- Sensory Room Expertise: Our company President and a number of our school system therapists have expertise in developing sensory rooms.
- As a provider with home offices in Waterbury, we are invested in and committed to assisting the Waterbury School District in doing what's right for the children of our city.

Introduction

Access Rehab Centers thanks the Waterbury School System for the opportunity to submit this proposal.

Founded in 1998, Access Rehab Centers was formed by combining the long-standing therapy programs at Waterbury Hospital and at Easterseals of Greater Waterbury. The combination of these two therapy programs produced a "hybrid" company that continues to be extremely successful. Access Rehab Centers has enjoyed dramatic growth since its inception. The company's commitment to quality has allowed for ongoing CARF accreditation, consistent growth in patient volumes, the expansion of the company into other therapy delivery models, as well as managing other hospital therapy delivery systems.

Access Rehab Centers has garnered and maintained a reputation for producing high quality programs in a cost-efficient manner. Over the course of the past 12 years of Contract Service, our pricing has risen by only 2.3% per year on average. We regularly experience extremely low staff turnover as we strive to hire therapists who value doing quality therapy. Access Rehab Centers now provides staffing, management, and clinical leadership to therapy programs in school systems, fifteen outpatient programs, inpatient services at Waterbury Hospital, and an extensive pediatric program which extends from the NICU unit through outpatient and school-based programs. Over the past several years, we have also developed a pediatric feed team that ties to the NICU that includes children from newborns through early childhood.

Our company has provided services for the Waterbury School District for many years. During this time, we have developed a substantial understanding of the needs of the District and its teachers. With our home offices based in Waterbury, our management team is dedicated to being highly responsive to Waterbury Schools to maintain a successful collaborative relationship.

Meeting All Qualifications

Access Rehab Centers **fully meets and complies with the qualifications** outlined in the Waterbury School District RFP Section B:

1. We have experience and expertise in providing similar services. *(see Section 2b section on Relevant Experience)*

2. We have a proven track record in providing these types of services to similar school districts. *(See Attachment A for the school contracts we have serviced over the last 5 years.)*

3. We possess the required knowledge and experience with federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy services.

4. We can and will provide experienced, Connecticut licensed and qualified speech and language pathology therapists to the District upon request without delay to fill immediate and changing needs of the District both in school and in home settings.

5. We can and will provide speech and language pathology therapists having undergraduate degrees and master's degrees in speech and language pathology from an accredited post-secondary institution, CT Health department certification and CT State Department of Education certification as required by law.

6. The speech and language pathology therapists we will provide have experience working with children ages 3-22 in the field of speech and language pathology therapy.

7. As evidenced by the therapist resumes in Attachment B, our proposed therapists have training and experience in the school setting and individual experience in the provision of speech and language pathology therapy services to students with disabilities.

   Our retention rate for staff has traditionally been above 90% annually. Over the past several months the retention was closer to 81% due to dramatic hiring shortages across the State of CT. These temporary vacancies were quickly re-filled and currently the SLP program is fully staffed. Access agrees the District may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

8. Therapists Access will provide have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.

9. Each Speech and Language Pathology Therapist provided will follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.

10. Each Speech and Language Pathology Therapist will provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant laws.

11. Hours will be submitted using approved levels established with the District.

12. There will be no bills submitted for snow days, holidays, professional training seminars and billing for half days will coincide with the number of hours of the school day.

Scope of Services

Access Rehab Centers will provide up to 10,000 hours of Speech and Language Pathology Therapy services.

Acceptance of RFP Terms and Conditions

In accordance with Waterbury School District requirements, Access Rehab Centers has reviewed and will be prepared to sign, prior to the execution of a contract with the City, the items and forms included in the Contract Compliance Packet (RFP item E2).

Access Rehab Centers accepts the City's standard agreement language.
Access Rehab Centers represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City directly participated in the preparation of this proposal.

As requested in RFP section B, Qualifications, please find a list of school contracts Access Rehab Centers has serviced in the last 5 years as in Attachment A.

Please see separate sealed envelope marked:

RFP #8648

Cost Proposal

NOTE: Access Rehab Centers has provided SLP services to the Waterbury Public School system for the past 12 years. During that time the pricing for our services has risen by 2.3% per year on average.

References

Roberta Abell, Former Supervisor of Special Education
Waterbury Public School System
236 Grand Street
Waterbury, CT 06702
203-574-8017

Melissa Baldwin, Former Supervisor of Special Education
Waterbury Public School System
236 Grand Street
Waterbury, CT 06702
203-574-8017

Monica O'Neal, Former Supervisor of Special Education
Waterbury Public School System
236 Grand Street
Waterbury, CT 06702
203-574-8017

Experience/ Financial Stability

Access Rehab Centers provides high quality, cost effective, services. There is a commitment to support the Waterbury Public School system and the children from our shared communities. The Company furthermore commits to the shared responsibility of addressing the Diversity, Equity, and Inclusion needs of any underserved populations.

Access Rehab Centers is a legal entity, duly organized, valid and in good standing under the laws of Connecticut and is in full compliance with all federal and state obligations related to our organization.

Access Rehab Centers is accredited by the Commission on Accreditation of Rehab Facilities (CARF). This includes a self-imposed, stringent, on-site audit of all our outpatient programs. Our inpatient and VNA staffing programs meet or exceed the standards imposed by the Joint Commission on Accreditation of Healthcare Organizations.

Access Rehab Centers has yearly full accounting audits performed through an independent certified public accounting firm.

Our staff is highly experienced in the regulatory requirements for the provision of therapy services in multiple settings including school system services.

Our firm conducts a regular “Information Outcomes Measurement System” that includes rigorous outcomes studies for all areas of practice. Individual Quality Indicator reports are generated as requested by specific service contracts. These reports are tailored to the regulatory requirements of each entity, and they are provided on a regular basis.

Access Rehab Centers has provided Speech and Language Pathology Therapy Services in the Waterbury School System for the past 12 years, as well as Occupational and Physical Therapy Services for the last 21 years.

Access Rehab Centers has grown in size and scope every year of its existence. We continue to provide staffing, management, and clinical leadership to therapy programs in area school systems, inpatient services at Waterbury Hospital, and over a large portion of the therapy continuum.

We continue to add or grow specialized services such as Pediatric Feeding, Women's Health and treatment of Parkinson's Disease and Multiple Sclerosis conditions, with more expansions underway.

Management Team

Access Rehab Centers is fully committed to supporting the Waterbury School District program. Our administrative staff is experienced in the provision of therapy services and in the recruiting, development, and maintenance of strong teams of clinicians supporting multiple settings.

The administrative team will be available to be reached on a 24-hour basis, seven days a week to assist as needed. This team includes, but is not limited to:

Brian P. Emerick, MBA, MSOT (President):

After internships in acute hospital, rehabilitation services and long-term care psych services, Mr. Emerick worked as staff therapist in a rehabilitation hospital. From this position Mr. Emerick obtained a position with a healthcare company that specialized in contracted therapy programs to state agencies. Mr. Emerick served as a consultant and program developer in numerous states and facilities including Delaware, Oregon, Florida, Pennsylvania, Kansas, Tennessee, Indiana, and Connecticut. These programs served developmentally delayed individuals ranging in age from childhood through late adulthood. Mr. Emerick has extensive experience in systems development, contractual services, and in the building of strong customer relationships. Mr. Emerick will serve as a primary administrative contact for Waterbury Schools.

Danielle Lucarelli, OTR/L (Program Manager, Waterbury School Contract):

Mrs. Lucarelli is currently the on-site manager for the Waterbury School Physical and Occupational Therapy Contract, and the Speech Therapy Contract, all while also carrying a full caseload. Mrs. Lucarelli received her BS in Occupational Therapy from University of New Hampshire and has worked primarily in school-based settings for 25+ years. Mrs. Lucarelli has held this supervisory role since 2020. She has overseen all aspects of Access Rehab school-based therapist services ensuring adherence to contract terms while holding monthly team meetings that provide professional development.

John J. Gevinski, M.D. (Medical Director for Access Rehab Centers for the past 24 years)

Dr. Gevinski is a specialist in physical medicine and rehabilitation. He has extensive experience working with therapists within a multi-disciplinary model and meets weekly with Access therapists for patient case rounds. Dr. Gevinski received training in adult and pediatric physical medicine at the Rusk Institute and the NYU Medical Center. He has additional training in internal medicine at the Yale Internal Medicine Program. Dr. Gevinski is a member of the Waterbury Hospital medical staff.

Contract Management

Access Rehab Centers currently provides an ongoing connection through an on-site lead Program Manager for Occupational and Physical Therapy, as well as priority contact numbers for the clinical lead for pediatric services, the President, and the Business Planning Manager. Administrative staff continue to perform regular quarterly reviews and Quality Indicator Reports to ensure early detection of any problems or opportunities for improved services.

Our objective is always to have our employees function as if they were your employees. Our management process is designed to partner with you in achieving your facilities' goals. Our services include:

- **Staffing Resources and Management**: Access Rehab Centers' locally based administration is available to ensure quality and consistent staffing for all services contracted. In addition, should the Waterbury School system or its affiliated programs be interested in contracting Access Rehab Centers for therapy staffing beyond the scope of this agreement, we are available to recruit additional positions as needed.
- **Clinical and Staffing Adjustments**: Should specific requirements for clinical skill sets become evident in the future Access Rehab Centers will strive to recruit or develop the necessary skills sets required.
- **Clinical Education**: Full-time Access Rehab Centers' staff members each have a $1,500 yearly continuing education budget to be used to maintain and grow their clinical expertise. In addition, Access Rehab Centers sponsors two continuing education courses each year. Our staff are encouraged to attend the sponsored courses.
- **Clinical staff** will participate in all organization quality improvement programs as well as develop any additional quality improvement initiatives as requested by the school-based program.

Access Rehab Centers has a long history of successfully partnering with the Waterbury Public School District in the development and implementation of therapy programs. Our current program already has in place the majority of the staffing systems, IT infrastructure, staff training mechanisms and management oversight that will be needed.

Service Philosophy/Service Continuity:
Therapists assigned to this contract will serve to act essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.
Staffing and Initiation of Services:

A. Recruiting: We currently have the requisite speech language pathologists needed in place in the District. Should additional staff be needed to fill this contract to meet Waterbury School system's exact needs, Access Rehab Centers would undertake major recruiting efforts to include extensive advertising, networking, meetings with current therapy providers, and additional recruiting events.

B. Interviewing and Hiring: The interview process would strive to be a cooperative effort between the Waterbury School systems and Access Rehab Centers Administration. Candidates would be screened by Access Rehab Centers and then presented for review by School System representatives.

C. Training of Staff: Contracted hours would begin at whatever point that the school system would deem appropriate. Staff would be made available prior to commencing routine work to ensure they are oriented and in-serviced in the job duties as well as the facility policies and procedures. Access Rehab Centers' administrative staff would be available, at no additional cost, to assist with the planning and coordination for the initiation of services and orientation of newly hired therapists. Whenever possible, orientation and training materials would be provided to newly hired therapists well in advance to maximize the training experience and minimize the time required for the training process.

D. Orientation to Caseloads: Staff will be made available, and Access Rehab Centers administrative staff will assist as needed, in ensuring that the process of orientation is as complete as necessary, but as brief as possible.

E. Initiation of Services: The therapists that will be assigned to this contract will be available to serve essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

Direct Response to RFP Requirements

1. Proposer Information

a. Firm Name: Access Rehab Centers, LLC
b. Address: 22 Tompkins Street, Waterbury, CT. 06708
c. Date Form Organized: October 1998
d. Form of Ownership: LLC
e. Years Providing Services: 27 years
(See Management Team section for full Management Group)
f. Access Rehab Centers President: Brian P. Emerick, MSOT, MBA
Access Rehab Centers Controller: Susan Bodyk, MBA
Access Rehab Centers Board Chair: Mark Brunetti, Board Chair and COO, Waterbury Hospital
Board Secretary: Kim Lumia

2a. Philosophy Statement and Business Focus

Access Rehab Centers is recognized for the high quality of care provided by therapy clinicians throughout all the areas of service provision provided by the company. Quality of care and customer service are the foundations of Access Rehab Centers' dramatic growth as a company. Access Rehab Centers specializes in meeting the needs of facilities that require Occupational Therapy, Physical Therapy or Speech Language Pathology services. The primary focus for the company has been management of programs, school-based staffing, inpatient hospital care, outpatient adult and pediatric services, and Birth to Three services. Future growth for the company will be focused on two primary markets: school-based contracting services and program management for large healthcare facilities. There is a commitment to support the Waterbury School system and the children from our shared communities. The Company furthermore commits to the shared responsibility of addressing the Diversity, Equity and Inclusion needs of any underserved populations.

2b. Summary of Relevant Experience

A summary of all projects that Access Rehab Centers has completed in the last 5 years – See Attachment A

2c. Personnel Listing

Please see Attachment B for Personnel Listing and Resumes.

2d. Conflicts of Interest

Access Rehab Centers does provide outpatient pediatric services to patients throughout the Greater Waterbury area. Access Rehab Centers accepts almost all insurances and, as such, provides a relatively unique resource to the children of Waterbury. It is important that Access Rehab Centers continue to provide this outpatient support. Previous agreements with school systems, including the Waterbury School system, have allowed this provision to be met by the assurance that no therapist working for Access Rehab Centers would provide outpatient services to a child to whom they provide services in the school system. It is our belief that this arrangement meets the intent of the conflict-of-interest clause.

3a. Organizational Qualifications

Company:

Access Rehab Centers has provided therapy staffing to schools for many years. We have extensive experience in pediatric service provision throughout the entire spectrum of services including; neonatal services, Birth to Three services, specialty clinics that provide pediatric feeding groups, pediatric aquatics, general outpatient pediatric services, and school-based services. We also have on staff a certified assistive technology specialist.

Please see Attachment D for a complete Organizational Chart.

Personnel:
All staff provided under this contract will have an undergraduate degree and master's degree in Speech and Language Pathology from an accredited post-secondary institution, CT Health Department certification and CT State Department of Education certification. Preference will be given to those having Spanish bilingualism.

Each Speech and Language Pathology Therapist provided will have expertise in the principles, methods and procedures used to determine need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations and assistive devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.

All therapists that would be assigned would have at minimum, the prerequisite one-year minimum experience and will have worked previously in a pediatric or school setting. With Waterbury School system's full prior agreement only, highly qualified Clinical Fellows will also be considered under certain conditions, working under the supervision of Access licensed therapists.

Retention/turnover rate:
Our retention rate for staff has Traditionally been above 81% annually. Access agrees the District may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

3b. Work Plan/Service Delivery Model

Therapists assigned to this contract will work under the direct guidance or direction of district personnel. They will provide services to assigned caseloads and perform other responsibilities including but not limited to participation in PPT meetings and other activities to meet district requests or responsibilities. They will collaborate, train, assist and consult with Waterbury staff as requested.

Therapists assigned to this contract will maintain appropriate records of work including but not limited to attendance, therapy, progress, IEP's, reports, evaluations, data, and daily time records. They will provide the Waterbury School District any documentation requested in an acceptable form and manner and in compliance with all relevant Federal laws including those laws relating to student records and confidentiality and special education, relevant Connecticut laws and regulations and City of Waterbury laws, procedures, and directives.

Service Delivery Model:

Billable services will be provided utilizing the follow models:

- Direct service delivery is hands-on time spent with the children. This includes individual as well as group therapy. Whenever possible, this would take place within the student's normal routine.

- Consultative service delivery includes an education professional seeking out a therapist with concerns or questions usually on a one-to-one basis. The therapist acts as a resource to be accessed by the teacher or the education team. This can include modeling behaviors, providing information for the development of IEPs, or information on specific therapeutic techniques/principles/methods of interaction.

- Indirect service delivery includes therapists providing recommendations as well as educating other professionals via in-services, reports, small group meetings, and meetings on a one-to-one basis.

* PPTs and reports could be considered to be indirect or consultative depending on the subject being discussed.

- Program management by a lead clinician.

3c. <u>Services Expected of the City</u>

The services that would be required from the Waterbury School System / City would include:

- Access to adequate space for the performance of any necessary evaluations, treatments, fabrication of adaptive equipment, and documentation.
- Access to relevant records or information necessary to provide the optimal level of services.
- Access to the students as agreed in the students' IEP.

4. <u>Cost Schedule</u>

Please see the 3-year Cost Schedule in a separate sealed envelope.

5. <u>Information Regarding failure to Complete Work, Default and Litigation</u>

a. To date, Access Rehab Centers has never failed to complete work awarded to it as part of an RFP awarded contract.
b. Access Rehab has never defaulted on a contract.
c. There is no pending litigation involving Access Rehab Centers.
d. We have never had a contract terminated for cause.
e. We have never been named in a lawsuit related to errors and omissions.
f. We have never filed for protection under Federal Bankruptcy laws.
g. We have never exceeded the amount of a contract we were awarded.
h. There are no other factors or information that would affect Access Rehab's ability to provide the services sought by the City in its RFP.

6. Access Rehab Centers does not take exception to any requirement in the RFP.

7. Additional Information: We authorize the City to request us directly or from any persons, firms or corporations to furnish any information requested by the City in verification of the recitals included in this RFP response.

Attachment A

Summary of Relevant Experience

A summary of all projects that Access Rehab Centers has completed in the last 5 years includes:

School-Based Services: Schools Access Rehab Centers has serviced over the past 5 years.

- **CREC TABS Division Hartford**, ATTN: Amy Karwan, 111 Charter Oak, Hartford, CT 06106. Service provided: Speech and Language Pathology Services @ Prince Tech, Kaynor Tech, Goodwin, E.C. Vinal Tech. Contract periods includes:
  - 8/26/2019 – 2/18/2020. The contract was in place and has since expired. Services started on time and on budget. Gross amount of billing = $28,938.19.

- **Ethel Walker School**, 230 Bushy Hill Road, Simsbury, CT 06070. Services Provided: Athletic Trainer. Contract period: 9/27/2021-10/1/2021. The contract was in place and has since expired. Services started on time and on budget. Gross amount of the contract/billing = $2,250.

- **Waterbury Public Schools**, 236 Grand Steet-2nd floor, Waterbury, CT 06706.
  - Services provided include OT/PT: Contract was in place and has since expired. Contract was for 7/1/2017-6/30/2020 broken down as follows: Year one (7/1/2017-6/30/2018) Gross amount = $870,550, Year two (7/1/2018-6/30/2019) Gross amount = $889,295, Year three (7/1/2019-6/30/2020) Gross amount = $911,950. Total three years = $2,671,795. Amount billed to WPS: $2,516,369.37.
  - Services provided include SLP: The contract was in place and has since expired. Contract was for 7/1/2017-6/30/2020 broken down as follows: Year one (7/1/2017-6/30/2018) Gross amount = $479,181, Year two (7/1/2018-6/30/2019) Gross amount = $489,499, Year three (7/1/2019-6/30/2020) Gross amount = $501,969. Total three

years = $1,470,649. Amount billed to WPS: $1,609,510.88 due to the request for additional services.

- Services provided include OT/PT: The contract was in place and has since expired. Contract was for 7/1/2020-6/30/2023 broken down as follows: Year one (7/1/2020-6/30/2021) Gross amount = $979,041, Year two (7/1/2021-6/30/2022) Gross amount = $1,001,017.50, Year three (7/1/2022-6/30/2023) Gross amount = $1,023,477. Total three years = $3,003,535.50. Contract remains active; amount billed 7/1/2020-3/31/2023 = $2,506,492.82.
- Services provided include SLP: The contract was in place and has since expired. Contract was for 7/1/2020-6/30/2023 broken down as follows: Year one (7/1/2020-6/30/2021) Gross amount = $665,019, Year two (7/1/2021-6/30/2022) Gross amount = $679,946, Year three (7/1/2022-6/30/2023) Gross amount = $695,202. Total three years = $2,040,167. Addendum changed 7/1/2022-6/30/2022 Gross Amount to $709,955.80. Revised total = $2,054,920.80. Contract remains active; amount billed 7/1/2020-3/31/2023 = $1,705,077.97.
- Services provided include OT/PT: The contract was in place and has since expired. Contract was for 7/1/2023-6/30/2026 broken down as follows: Year one (7/1/2023-6/30/2024) Gross amount = $1,044,004, Year two (7/1/2024-6/30/2025) Gross amount = $1,064,894.25, Year three (7/1/2025-6/30/26) Gross amount = $1,086,267. Total three years = $3,195,165.24. Contract remains active; amount billed 7/1/2023-10/31/25 = $2,404,771.68.
- Services provided include SLP: The contract was in place and has since expired. Contract was for 7/1/2023-6/30/2026 broken down as follows: Year one (7/1/2023-6/30/2024) Gross amount = $798,663.32, Year two (7/1/2024-6/30/2025) Gross amount = $818,620.79, Year three (7/1/2025-6/30/2026) Gross amount = $840,309.73. Total three years = $2,457.593.84. Contract remains active; amount billed 7/1/2023-10/31/2025 = $939,544.47.
- Services provided include ATC: The contract was in place and has since expired. Contract is for 7/1/2024-6/30/2027 broken down as follows: Year one (7/1/2024-6/30/2025) Gross amount = $99,000, Year two (7/1/2025-6/30/2026) Gross amount = $101,970, Year three (7/1/2026-6/30/2027) Gross amount = $105,028. Total three

years = $305,998. Contract remains active; amount billed 7/1/2024-10/31/25 = $4,371.25.

Early Intervention Based:

- Creative Interventions, 15 School St., East Granby, CT 06026
  Services Provided: Birth to Three Based Physical Therapy
  Service Dates: 7/2013-1/2021
  Agreement in Place Currently: No
  Started on time and in budget as per agreement requirements: Yes

Hospital Based:

- Waterbury Hospital, 64 Robbins Street, Waterbury, CT 06708
  Services Provided: Inpatient Hospital Physical and Occupational Therapy and Speech and Language Pathology Services
  Service Dates: 10/1998-Current
  Agreement in Place Currently: Yes
  Started on time and in budget as per agreement requirements: Yes

Home Care-Based:

- All Point Home Care, 675 West Johnson Ave., Cheshire, CT 06410
  Services Provided: Home Care Physical and Occupational Therapy
  Service Dates: 6/2017-10/2018; 1/2020-4/2021
  Agreement in Place Currently: No
  Started on time and in budget as per agreement requirements: Yes

- VNA Health at Home, 27 Siemon Company Drive, Suite 101, Watertown, CT 06795
  Services Provided: Home Care Physical and Occupational and Speech Therapy
  Service Dates: 2/2017-current
  Agreement in Place Currently: Yes
  Started on time and in budget as per agreement requirements: Yes

Management Contract:

- Easterseals Rehab Center of Greater Waterbury, 22 Tompkins St., Waterbury, CT 06708
  Services Provided: Outpatient Physical, Occupational, and Speech Therapy Management for Easterseals Meriden, CT location.
  Service Dates: 7/2013-11/2021
  Agreement in Place Currently: No
  Started on time and in budget as per agreement requirements: Yes

Attachment B

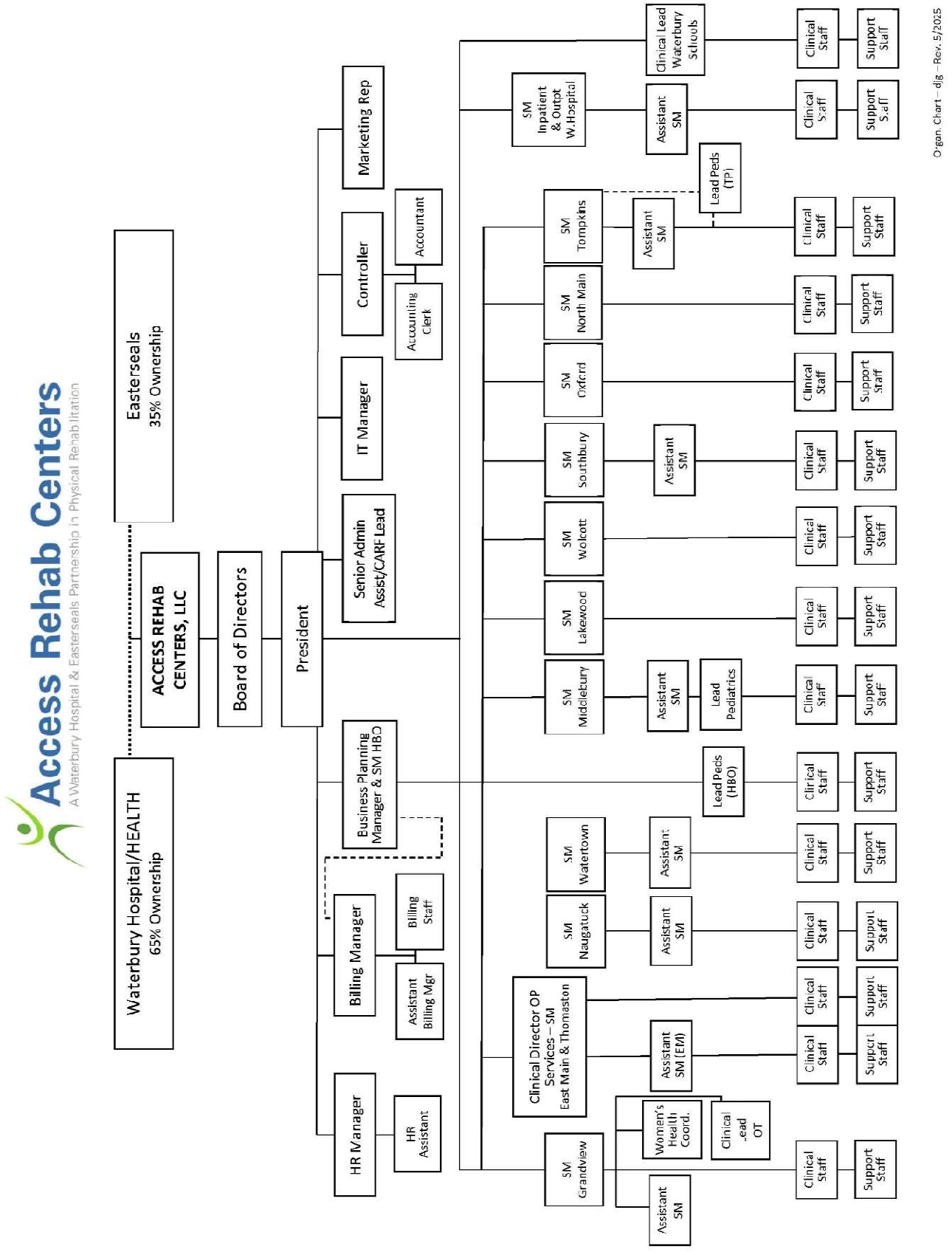
Personnel Listing and Resumes – see next pages

Attachment C

Corporate Resolution – see next page

Attachment D

Organizational Chart



Attachment E

Insurance Documents – see next pages

Attachment F

Completed City of Waterbury Disclosure Forms – see next pages

Valeria Rangel

Waterbury, CT 06705 | 2037214603 | valeriarangel123@gmail.com

Summary

Bilingual speech-language pathology CF candidate with experience in early intervention for children from birth to three, as well as middle schoolers. Proficient in clinical telehealth for all ages. Skilled in language, articulation, voice, and cognitive therapy.

Skills

- Early Intervention Understanding and Training
- Time Management and Organization Skills
- Adaptable and Flexible
- Attention to Detail
- Communication and People Skills
- Treatment Documentation and Implementation
- Goal Setting and Planning
- Friendly, Positive Attitude
- Active Listening and Patience
- Reliable & Trustworthy

Experience

SLP GRADUATE CLINICIAN | 01/2025 - 04/2025
Cheshire Fitness Zone - Orange, CT

- Gained proficiency with Practice Pro EMR for SOAP note and report writing
- Performed expressive and receptive language, as well as speech evaluations, for preschool and school-aged children.
- Provided fluency and articulation intervention to children and adolescents.
- Educated family members on home programs related to speech goals.

SLP GRADUATE CLINICIAN | 10/2024 - 12/2024
Avon Middle School - Avon, CT

- Executed therapy using a range of assistive communication tools, including Accent 800 and 1000.
- Gained exposure to Mowat Wilson syndrome and micro-deletion of chromosomes.
- Facilitated improvement in social and expressive language skills among preadolescents.

TELEHEALTH STUDENT CLINICIAN | 08/2024 - 10/2024
Yeshiva Virtual Clinic - New York, NY

- Provided virtual voice herapy to gender-affirming and accent modification clients.
- Implemented fluency and social pragmatic strategies for children with fluency and pragmatic disorders.
- Practiced safe swallowing strategies with clients and learned about AAC devices.

TELEHEALTH STUDENT CLINICIAN | 05/2024 - 08/2024
New York Neurogenic Speech Language Pathology, P.C - New York, NY

- Collaborated with other student clinicians to develop individualized interventions based on each client's unique needs and circumstances.
- Provided articulation therapy to both monolingual and bilingual clients, including children with ASD.
- Delivered voice and cognitive therapy to adult clients with strokes, TBIs, and dysphonia.

CLINICAL SIMULATIONS | 02/2024 - 04/2024
Simucase

- Participated in educational activities such as case studies, simulations, lectures and clinical rounds.
- Practiced virtually evaluating and diagnosing speech and language disorders in a variety of age groups
- Gained knowledge of how different assistive communication devices function

PEER TO PEER | 01/2024 - 04/2024
Yeshiva University

- Administered speech and language evaluations on peers such as CELF-5, CAPE-V, and SLUMS
- Collected data on own and other peers' clinical assessments
- Interacted with peers from both a clinician and client perspective

SLPA INTERN | 09/2022 - 12/2022
Children's Therapy Services - Danbury, CT
- Collected and compiled data to document client performance and assess program quality.
- Collaborated with healthcare and educational professional to provide comprehensive support for patients and treatment plans.
- Advocated for patient needs and implemented personalized treatment plans to maximize effectiveness.

RETAIL SALES ASSOCIATE | 05/2021 - Current
Cumberland Farms - Wolcott, CT

Education and Training

Southern Connecticut State University - New Haven, CT | Bachelor of Science
Communication Disorders, 01/2023
- [Fall, 2021] - Dean's List
- [Spring, 2020] - Dean's List

Yeshiva University - New York, NY | Master of Science
Speech-Language Pathology

Certifications

- Birth to Three Certificate - 2022 (Connecticut Birth to Three System)
- Service Coordination Certificate - 2022 (Connecticut Birth to Three System)
- Certified Speech Language Pathology Assistant- 2023 (American Speech-Language-Hearing Association)
- MoCa Cognitive Assessment Certification- 2024 (MoCa Cognition)

Jennifer Chestone
180 Hillside Avenue, Naugatuck, CT 06770
Phone: (203) 509-9190 Email: jenslp11@gmail.com

Objective: Seeking a part-time position as a Speech Language Pathologist to utilize my occupational experiences within a diversified clinical setting.

Education:

Mercy College, Dobbs Ferry, NY
Masters of Science in Communication Disorders, May 2011

Quinnipiac University, Hamden, CT
Bachelor of Arts in Social Services, May 2006

Professional Experience:

Cross Street Intermediate School/City Hill Middle School, Naugatuck, CT
Speech Language Pathologist, August 2012-Present

- Provide therapy services for various speech, language, cognitive and swallowing disorders.
- Collaborate among disciplines to discuss concerns within the classroom as well as student progress.
- Recommend environmental modifications to help ensure students can participate and learn at their full potential within the classroom setting.
- Administer and analyze assessments to diagnose and establish interventions for various communication disorders.

The Talcott Center for Child Development, Farmington, CT
Speech Language Pathologist, January 2013-November 2013

- Serviced the pediatric population in the areas of articulation, language, and feeding.
- Provided families with current literature and carry-over activities.
- Recommended therapy tools to use within the home setting.
- Referred and discharged clients based on medical necessity.

Union School, Unionville, CT
Speech-Language Pathologist, August 2011-July 2012

- Provided therapy services for various speech, language, cognitive and swallowing disorders.
- Collaborated among disciplines to discuss concerns within the classroom as well as student progress.
- Recommended environmental modifications to help ensure students can participate and learn at their full potential within the classroom setting.
- Performed screenings to assess for eligibility of speech and language services.
- Administered and analyze assessments to diagnose and establish interventions for various communication disorders.

Skills:

- PMT certification from Naugatuck Board of Education
- Trained in Medicaid billing in Compuclaim Systems.

CLAIRE SAMPIERI SCULLY
30 Bethmour Road
Bethany, CT 06524-3336
Chiarasam@comcast.net (203) 393-1203

Objective: Speech and Language Pathologist

Speech Pathology Experience:

Speech and Language Pathologist, Region #16 August, 2013 - present
Speech and language services for students in Preschool through Grade 5, including evaluations, case management, and IEP development. Worked with children with diagnoses such as ASD, hearing impairment and dysfluency.
EXEMPLARY RATING at End-of-Year Summative Review given by Region 16 Director of Pupil Personnel

Speech and Language Pathologist, EBS Healthcare, Inc. March- June, 2013
Evaluations, IEP planning, speech and language services for students at North End Middle School in Waterbury, CT. Worked with children with diagnoses such as Down Syndrome, CP and ASD.

Speech and Language Pathologist, Rehabilitation Associates, Inc. 1992-2004
Evaluated and remediated communication disorders for all ages in various settings, including schools, Birth to Three, and outpatient clinics.
In schools: responsible for diagnostic evaluations, IEP planning, speech and language services for students in Pre-K through Grade 6. Implemented programming across various models of intervention, including one-on-one, small group, and classroom-based.
In outpatient clinic: Evaluated and provided speech and language therapy to children ages 2 through adult. Coordinated care with school speech pathologists.
Supervisor of graduate students and clinical fellows. 1997-2003

Education:

Southern Connecticut State University	1992
M.S. in Communication Disorders	Dean's List
Fairfield University	1989
B.S. in Biology; Minor in Psychology	Dean's List

Certification:

Provisional Educator Certificate	2014
Department of Public Health, SLP License	1992 - present
Certificate of Clinical Competence, Speech Language Pathology	1993 - present
Clinical Fellowship Year, Speech Language Pathology	1992

Marisa A. Blakeslee

40 Ferro Rd
Wolcott, CT 06705
Cell: 860-637-0244
meese1919@gmail.com

Professional Profile

Highly motivated Speech and Language Pathologist who is driven to provide exceptional evaluations and therapeutic intervention to all students.

Highlighted Skills and Trainings

- Co-teaching strategies and inclusion
- Professional Learning Communities
- Crisis Team Intervention
- Collaboration with Community Sites
- Behavioral approach when working with students with a variety of disabilities
- Trans-disciplinary Evaluations
- CT SEDS Platform Trained-Master Trainer
- CT SEDS Writing Quality IEPs
- CHRO's Sexual Harassment Prevention Training
- Equity Training
- DCF Mandated Reporter Training
- Professional Ethics for School-Based SLP
- Google Certified Educator, Level1
- School Readiness Committee
- Large City Forum Committee

Accomplishments

- Coordinator For the Task Force on the Over-identification of Speech and Language Students-Waterbury
- ACE-Award for Continuing Education

Professional Experience

August 1985 - June 2008	City of Waterbury, Board of Education Waterbury, CT Speech and Language Pathologist
October 2005 – June 2008	City of Waterbury, Board of Education Waterbury, CT Speech and Language Pathologist and Teaching Vice Principal
June 2008 – February 2015	City of Waterbury, Board of Education Waterbury, CT Supervising Vice Principal

February 2015– June 2018	City of Waterbury, Board of Education Waterbury, CT Principal
June 2018 – July 2022	City of Waterbury, Board of Education Waterbury, CT Supervisor Of Special Education

Education

1982	Southern Connecticut State University New Haven, CT Bachelor of Arts, Certification in Special Education Major: Communication Disorders Major-Special Education
1985	Southern CT State University New Haven, CT Certification Speech and Hearing Specialist
1988	Southern CT State University New Haven, CT Master of Science Communication Disorders
2001	Southern CT State University New Haven, CT 6th Year Degree Educational Leadership

Endorsements

Administrative Endorsement (092) Intermediate Administration or Supervision)

Special Services Endorsement (061) Speech and Language Pathology

Special Services Endorsement (065) Special Education-Expired

Health License-# 001634

ASHA License-# 01024875

Candice Kostka

9 Towantic Hill Road, Oxford, CT 06478 H: 203-888-4752 ♦ C: 203-305-1450 ♦ cekostka@gmail.com

Professional Summary

Skilled Administrator and Speech Pathologist offering 38 years' experience in speech and language pathology. Expertise includes assessment, case management, intervention planning and documentation. Strong communication and problem-solving abilities with a methodical approach. American Speech and Hearing Certification since 1982 until present.

Skills

- Licensed Speech Pathologist in CT
- Trained in diagnostics and prognostics
- American Speech Language Hearing Association Member since 1982
- Intervention planning
- Program development
- Evaluation teams
- Assessments
- Reporting
- Verbal and written communication
- Pediatric and adolescent expertise
- Computerized IEP writing
- Medicaid protocol trained
- Family and professional collaboration and communication
- Lindamood trained
- PECS and augmentative communication training
-

Work History

Assistant Principal, 07/2010 to June 2019 - Retired July, 1 2019

West Side Middle School – Waterbury, CT

- Performed classroom evaluations to assess teacher and support staff strategies and effectiveness.
- Facilitated continued education for teaching staff through implementation of quality curriculum training
- Instructed small groups of teachers and students
- Monitored and evaluated educational programs to ensure performance objectives and standards are continuously achieved.
- Administrate PPT meetings ensuring federal and state regulations are in compliance and protocols are met.
- Built productive relationships with parents of students facing difficult situations at school or at home.
- Trained teachers and paraprofessionals on effective techniques of teaching and behavior modification.
- Performance reviews and scheduling of support staff.
- Oversaw administrative functions such as schedule management and protocols for orientation, registration and related activities.
- Monitored student behavior and enforced discipline policies.

Speech Language Pathologist, 01/1981 to 06/2010

Waterbury Board of Educaiton, Waterbury, CT

- Evaluated students with standardized tests and assessment protocols.
- Interpreted results and proposed intervention plans, including short and long range goals, frequency and duration.
- Treated children aged 3 to 13 with speech and language development problems.
- Continually collaborated with parents and teachers to achieve speech therapy goals.
- Taught planned educational programs in speech therapy. i.e.: Lindamood
- Collaborated and contributed to team meetings with management in decision making process.
- Stayed abreast of updates to treatment strategies in speech and language therapy.
- Accurately completed Medicaid billing and TIENET IEP computerized protocols.
- Monitored and reported out on student progress according to goals.
- 20 years preschool diagnostic assessment team evaluations

Education

Bachelor of Arts: Communication Disorders, 1979

Long Island University - Post - Brookville, NY

- Coursework completed for degree in Speech and Communication Disorders, Sociology and Psychology
- Dean's List
- Recipient of Academic Award for a Freshman

Master of Science: Communication Disorders, 1980

Southern Connecticut State University - New Haven, CT

092 Certification - Educational Administration, 2007

Southern Connecticut State University - New Haven, CT

#10

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: February 3, 2026

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of **Professional Services Agreement RFP No. 8648** between the **City of Waterbury** and **Orange Tree Staffing, LLC**

The Special Education Department requests the approval of the **Professional Services Agreement RFP No. 8648** between the **City of Waterbury** and **Orange Tree Staffing, LLC**. The purpose of the agreement is to provide speech and language services for Waterbury Public School District children ages 3-22. A critical component of the RFP was the requirement for the provider to fill "immediate and changing needs" without delay, ensuring that vacancies or new student requirements are addressed promptly in schools.

The agreement shall commence on the date fully executed by the Mayor and will terminate on June 30, 2029. The agreement is at a cost of **$400,000.00** for a three-year term. In a strategic effort to maximize the availability of qualified speech pathologists for the City, RFP 8648 was awarded to three separate vendors. This multi-vendor selection ensures a robust pipeline of specialists to meet the diverse needs of our community. The Professional Services Agreement will be paid through General Funds.

SERVICES AGREEMENT
for
between
The City of Waterbury, Connecticut
and
Orange Tree Staffing, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor ("Effective Date"), is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Orange Tree Staffing, LLC (the "Consultant"), located at 2300 Maitland Center Parkway, Suite 200, Maitland, FL 32751, a State of Connecticut duly registered foreign corporation/limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8648** for Speech and Language Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8648**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, 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, and Consultant shall provide in-person speech and language therapy for Waterbury Public School District students ages 3-22 with speech and language therapy needs and other related services under the direction of School District personnel as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by 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 Addendum #1, dated November 21, 2025, to RFP No. 8648, consisting of 9 pages;
1.1.2 City of Waterbury RFP No. 8648, excluding City forms and sample contract, consisting of 12 pages, attached hereto;
1.1.3 Consultant's Response to RFP No. 8648, consisting of 76 pages, attached hereto;
1.1.4 Consultant's Revised Cost Proposal, titled "Orange Tree Staffing – Revised Cost Proposal," consisting of 2 pages, attached hereto;
1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6 City Contract Compliance Documents, provided by the Consultant and submitted with its Response to RFP No. 8648, incorporated herein by reference;
1.1.7 Certificates of Insurance, incorporated herein by reference;
1.1.8 Licenses, incorporated herein by reference;
1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any Amendments to this Contract
1.2.3 This Contract
1.2.4 Consultant's Revised Cost Proposal
1.2.5 Addendum #1 to RFP No. 8648
1.2.6 City of Waterbury RFP No. 8648
1.2.7 The Consultant's Response to RFP No. 8648

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

2.1. Representations Regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a

contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated and authorized by the appropriate Department/personnel in Education, or the designated person.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students may be present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

2.6.1 Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

2.6.2 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) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant 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, Consultant has no authority to make disclosures of any information from education records. Consultant shall instruct its employees of their obligations to comply with FERPA.

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 Student Data Requirements.

3.1.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Sub-Grantee.

3.1.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Sub-Grantee except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (I) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Sub-Grantee. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Sub-Grantee within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Sub-Grantee that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.1.3 The Sub-Grantee shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.1.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Sub-Grantee receives a request to review Student Data in the Sub-Grantee's possession directly from a student, parent, or guardian, the Sub-Grantee agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Sub-Grantee agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Sub-Grantee, and correct any erroneous information therein.

3.1.5 The Sub-Grantee shall take actions designed to ensure the security and confidentiality of student data.

3.1.6 The Sub-Grantee will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

> Upon discovery by the Sub-Grantee of a breach of Student Data, the Sub-Grantee shall conduct an investigation and restore the

integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.1.7 Student Data shall not be retained or available to the Sub-Grantee upon expiration of the Agreement between the Sub-Grantee and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Sub-Grantee after the expiration of such Agreement for the purpose of storing student- generated content.

3.1.8 The Sub-Grantee and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.1.9 The Sub-Grantee acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.1.10 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3.2. 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.

3.3. 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.

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

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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:

3.8.1 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;

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

3.8.3 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.

3.8.4 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.

3.8.5 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;

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

3.8.7 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.

3.9. Reporting Requirement. The Consultant shall deliver periodic, written reports as requested by 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.

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.

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 complete all work and services required under this Contract commencing on the Effective Date and terminating on June 30, 2029 ("Initial Term").

5.1. Time is and shall be of the essence for any Project milestones, completion date 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 **FOUR HUNDRED THOUSAND DOLLARS and 00/100 CENTS ($400,000.00)** for the Initial Term of this Agreement in accordance with Consultant's revised cost proposal entitled "Orange Tree Staffing Revised Cost Proposal", and as set forth below:

6.1.1. Effective Date – June 30, 2026:
Hourly Rate……....$ 90.00 per hour

6.1.2. July 1, 2026 – June 30, 2027:
Hourly Rate…….$ 90.00 per hour

6.1.3. July 1, 2027 – June 30, 2028:
Hourly Rate…….$ 90.00 per hour

6.1.4. July 1, 2028 – June 30, 2029:
Hourly Rate…….$ 90.00 per hour

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

compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8648** 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 shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, 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, City's Boards, 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, design, drawings, 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, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, 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; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, 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.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for

infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the 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 each occurrence
$2,000,000.00 general aggregate

$2,000,000.00 Products / completed operations aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

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

9.4.3. Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability:
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limit

9.4.4. Excess/Umbrella Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

9.4.5. Professional Liability/E&O:
$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate

9.4.6. Abuse/Molestation Liability:
$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate

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 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 is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** 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, gender identity or expression, 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, gender identity or expression, 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. Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, 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 or 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.

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

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

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including,

but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Consultant nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

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

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

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

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

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

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

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

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

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in

accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

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

ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are, **(i)** the City's aforementioned **RFP No. 8648** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8648.**

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

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

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

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

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

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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

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

Consultant: Mardly R. Perez-Smith
Orange Tree Staffing, LLC
2300 Maitland Center Parkway, Suite 2000
Maitland, FL 32751

City: The City of Waterbury
Attn: Department of Senior Services
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

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

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

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

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

contingency fee.

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

[signature page follows]

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

ORANGE TREE STAFFING, LLC

By:_____

Date: 02/04/2026

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ATTACHMENT A

1. Addendum #1 to City of Waterbury RFP No. 8648, dated November 21, 2025, consisting of 9 pages, attached hereto;

2. City of Waterbury RFP No. 8648, consisting of 12 pages (excluding Attachments A-E), attached hereto;

3. Consultant's Revised Cost Proposal, consisting of 2 pages, attached hereto;

4. Consultant's Response to RFP No. 8648, consisting of 76 pages, attached hereto;

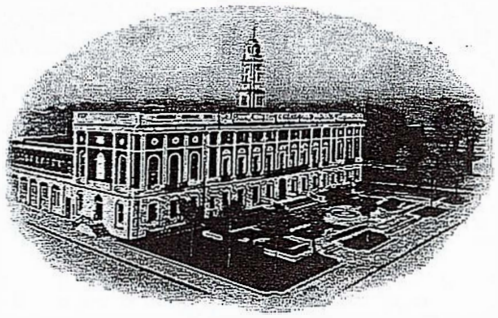
5. City Contract Compliance Documents, incorporated herein by reference;

6. Certificates of Insurance, incorporated herein by reference;

7. Licenses, incorporated herein by reference;

8. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

November 21, 2025

RFP 8648 Speech and Language Services

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8648**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the questions and answers below.

Question: Due to the holiday closures the week prior to the deadline, would the district consider extending the deadline to accommodate additional time for shipping and delivery?
Answer: No, the deadline will not be extended.

Question: Could you provide a list of previous vendors and the hourly rates paid for each discipline involved in the contract? / What are the current vendor names and bill rates for SLP services? / Who are the current vendors, and what are their bill rates for requested service? / What are the hourly rates for SLP services that you are currently paying? / Who are the current incumbent staffing agencies providing these services and what are their bill rates? / Can the District provide the current hourly bill rates being paid for each staffing category in the solicitation? / Can you provide the current and/or historical pricing? / What are the current hourly rates by vendor? / What rates do those vendors/agencies charge hourly for staffing these roles?
Answer:
Stepping Stones $79.92
ACCESS Rehab $92.21
Worldwide $90.

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Question: What is the total billing amount or expenditure by vendor/classification for prior years?
Answer:
2024-25 Stepping Stones $230,487.69
2024-25 ACCESS Rehab $406,368.50
2024-25 Worldwide $151,978.50

Question: Which vendors/agencies do you currently use for staffing these roles? / How many current agencies are you using? / Who are the incumbent vendors? / Who are the current vendors providing services?
Answer:
Stepping Stones
ACCESS Rehab
Worldwide

Question: What is the anticipated number of providers required?
Answer: Up to 8 agency staff members depending on the building needs.

Question: How many providers were utilized under the previous contract term?
Answer: Stepping Stones- 3; Worldwide- 2 (evaluations only) ; ACCESS Rehab – 6.

Question: What is the total amount of spend per vendor over the contract period?
Answer: $1,200,000 over three years.

Question: What are the hourly rates/daily rates for snow days that you are currently paying?
Answer: The district does not pay for snow days.

Question: Please define the billing expectations for partial attendance, snow days, holidays, and professional training days.
Answer: The district does not pay for snow days, holidays, and professional training days. If a speech pathologist is not servicing a student, they do not get compensated.

Question: What are the hourly rates/daily rates for holidays that you are currently paying?
Answer: The district does not pay on holidays.

Question: What are the hourly rates/daily rates for professional development days that you are currently paying?
Answer: The district does not pay for these days, nor does require agency staff to attend district PD.

Question: What is the rate for half day services that you are currently paying?
Answer: Agency staff only get paid for the hours work at the contract rate.

Question: What is the total estimated value or budget for this contract? / What is the estimated spend for the contract?
Answer: $1,200,000 for three years.

Question: What is the annual spend that is projected for the contract?
Answer: $400,000.

Question: What are the internal pay rates for these positions?
Answer: Please refer to the WTA contract which is posted on the City of Waterbury website.

Question: What is the district's preferred pricing structure (flat or range)?
Answer: Flat pricing.

Question: Can we provide a rate range, or does it need to be a specific rate?
Answer: Specific rate.

Question: Are you satisfied with your current vendors? / Are you satisfied with current service?
Answer: The district is seeking additional vendors to meet the district need.

Question: Is there a rate cap for the requested SLP Services? If so, could the district please share the applicable rates ?
Answer: There are no rate caps. The district will not share acceptable rates.

Question: How many contracting agencies did you use for SLP services for the 2024/2025 school year?
Answer: 3.

Question: Who is the designated individual coordinating the services for the various disciplines within the district, and could you share their contact information?
Answer: Director of Pupil Services. Contact information will be shared with awarded vendor.

When awarded the solicitation to provide services, who would be the contact within the district to inquire about open roles for professions related to the RFP?
Answer: Contact information will be shared with awarded vendor.

Question: How many hours constitute a school day for the purposes of this contract? / What are the daily and weekly hours the provider will be required to work? Agency staff are required to work student days as per the Waterbury Public Schools Calendar.
Answer: It is a 7-hour student day.

Question: How many school days are scheduled per year?
Answer: 180.

Question: Are vendors permitted to bid on special education disciplines not explicitly listed in the RFP?
Answer: No.

Question: Are electronic signatures acceptable for signing the bid documents?/ Would you accept electronic signatures as part of the proposal submission?
Answer: Electronic signatures are acceptable.

Question: Would you consider proposals for only virtual (teletherapy) speech and language services under this RFP award? / Is the district open to the use of teletherapy for service delivery?
Answer: No, this is for in-person services only.

Question: Will the district consider virtual or hybrid delivery for these services?
Answer: No.

Question: Will virtual services be an option to homebound students?
Answer: No.

Question: Will virtual services be an option to students at their school location?
Answer: No.

Question: In regards to homebound students, will services be offered in the home or a mutual meeting location (example, library, rec center etc)?
Answer: No.

Question: How many students are homebound?
Answer: N/A; this is not applicable at this time for this RFP.

Question: If the vendor provides only virtual/remote service providers that will not be on campus to perform services, can you verify that proof of drug tests is not required?
Answer: This vendor would not be considered.

Question: Would you accept scanned colored copies of originally signed and/or notarized forms as part of the proposal submission?
Answer: The "original" copy should have original notarized seals as indicated. Copies of the original are copies of the original.

Question: Does the district anticipate awarding more than one vendor for this RFP? / Will this be a single or multi-award? / Is this a multi-award bid?
Answer: Multiple vendors will be considered.

Question: How many vendors does the city intend to award this contract?
Answer: Multiple vendors will be considered, depending upon responses received.

Question: For "Personnel Listing," do you require resumes of potential SLPs upon proposal submission?
Answer: Yes.

Question: Do we need to submit a list of providers, as we cannot guarantee their availability if/when we are awarded the bid?
Answer: Yes.

Question: The solicitation requires resumes for all proposed personnel. Since final assignment will depend on the awarded caseload and start date, is the City willing to accept sample resumes from our active SLP database that demonstrate typical qualifications, licensure, and experience?
Answer: No, current staff should be provided and available to service.

Question: Will vendor be required to submit resumes of our healthcare professionals in our bid response? If so, what is an appropriate number to include?
Answer: Yes.

Question: If resumes of potential SLPs are required, would you consider blind resumes with the service provider's full names and full license numbers withheld upon submission?
Answer: No.

Question: Will our RFP be accepted if we do not provide a list of SLPs?
Answer: No.

Question: The RFP mentions how the "proposer will immediately provide substitutes for staff who are absent." Does this mean the vendor is required the provide an immediate substitute for

any day of planned or unplanned absence? / What is the expectation of providing subs to staff who are absent?
Answer: The vendor is required to provide substitutes for their agency staff that are absent for both planned and unplanned absences.

Question: What is the required turnaround time for substitute coverage when assigned staff are absent? Does this requirement apply to both full-day and partial-day absences?
Answer: Immediate; Yes, requirement applies both to full-day and partial absences.

Question: Are there repercussions for not being able to provide subs for when our contractors are absent?
Answer: Yes, there would be repercussions for not providing subs. The vendor is responsible for providing agency staff when they are absent. If they are consistency unable to provide this service, then the vendor would be in breach of contract with the district.

Question: If the vendor cannot provide immediate substitutes for absences, can the vendor's service providers schedule make-up sessions as needed?
Answer: Yes, but this requires permission from parents.

Question: What is the expected timeframe to submit credentialed candidates after award?
Answer: Credentialed staff need to submitted with the RFP response.

Question: What is the average caseload for SLPs?"
Answer: 65.

Question: Do you require the vendor to provide in-person professional development to Waterbury staff and parents? / Please specify the expected frequency, format, and duration of proposer-led professional development / in-service training sessions during the contract term.
Answer: No.

Question: Can you clarify what types of "relevant speech and language therapy materials to Waterbury staff and parents" the vendor requires when requested by the district (example: does the vendor only provide materials needed to perform services)?
Answer: Yes- only materials needed to provide services.

Question: Would the district provide its students with the necessary hardware (e.g., computers, webcams, headsets), supplies, and other materials required for these services?
Answer: Yes.

Question: Can the vendor provide a sample proof of insurance certificate within the proposal and provide an updated insurance certificate that aligns with Attachment D upon award? / Can vendors acquire excess insurance post contract award?"
Answer: No, COI needs to be provided as per RFP.

Question: The RFP lists Abuse/Molestation Liability Insurance at $1M/$1M. Please confirm whether this coverage must be carried by the prime contractor only, or by all subcontractors providing services.
Answer: Insurance limits must be met by all providers.

Question: If the vendor screens and interviews each provider themselves before each placement, does the district require separate interviews with the district`s staff for potential service providers and replacements?
Answer: Certifications must be provided and an interview with district personnel must occur.

Question: While the RFP mentioned "the proposer must accept the City's standard agreement language"; However, page 9 of the RFP includes instructions on "Exceptions and Alternatives." If the vendor has exceptions to the RFP or Attachment B, can you confirm that the exceptions should be placed toward the end of the proposal?
Answer: Yes.

Question: Would the vendor be penalized or disqualified if its proposal included exceptions or additional terms to the RFP document or standard agreement language (Attachment B) for review?
Answer: Exceptions to the City's standard agreement language are not accepted.

Question: Do you require the hard copies of the proposal submission to be bound in any way (binding clips, binders, binders with physical divider tabs, etc.)? / Is there a preference for how the bids are bound (stapled, 3-ring binder, binder clip, etc)?
Answer: Clips and/or staples are acceptable.

Question: How many hours of services for these roles were utilized in 2024 and 2025?
Answer: Agency staff worked the district school calendar hours.

Question: How many hours of services for these roles do you anticipate for the 2025-2026 year?
Answer: Agency staff will work school day hours as per the school calendar.

Question: Does the district use the RFP process for other services such as behavioral? / Does the district use the RFP process for other services such as occupational therapy?"
Answer: No.

Question: What is the main reason this project is out for bid? / Can you provide additional information on any issues or reasoning for the RFP to be released?
Answer: The district has additional speech and language needs.

Question: Can the district confirm what days/times purchasing will be open to receive our mailed proposal (holidays, winter closures)?
Answer: The Purchasing office (235 Grand Street, Room 103, Waterbury, CT 06702) is open Monday through Friday from 9:00AM to 4:30PM. The office is closed on November 27, 2025.

Question: Our experience is primarily from clinical and community healthcare environments, not directly within school district settings. Would the City consider a waiver or acceptance of comparable experience (hospital, outpatient, early intervention, pediatric clinics) to satisfy the school-specific experience requirement?
Answer: No, comparable experience is not acceptable. School experience is required.

Question: Please clarify how the 10,000 annual service hours will be distributed between school-based and home-based therapy sessions.
Answer: All 10,000 annual service hours will be provided in schools.

Question: Please confirm whether the District will provide access, credentials, and training for Medicaid billing platforms such as CT-SEDS, CompuClaim, and/or Frontline.
Answer: Yes, CT-SEDS Medicaid billing.

Question: May vendors utilize their own electronic time-tracking system (with exportable audit trails and approval workflow) to meet the requirement for a "transparent electronic and fully accessible" verification system?
Answer: Yes, and provide back-up with invoices monthly.

Question: At the conclusion of the contract, must all student documentation be fully transferred to the City, or is ongoing shared system access sufficient for audit and compliance purposes?
Answer: CT-SEDS collects information; protocols need to be sent to the district.

Question: Are annual rate adjustments based on CPI (up to 3%) permitted during the optional renewal years? If yes, what is the timing/process for requesting them?
Answer: There are no optional renewal years listed in the RFP. Please fill in Attachment E with specific prices per year.

Question: Please confirm whether proposal submission through ProcureWare is required in addition to the specified hard copies and USB/CD, or if the physical submission alone fulfills the requirement.
Answer: Submission through ProcureWare is not accepted (or possible). We require paper original, paper copies and electronic copy on CD or flash drive as per the RFP instructions.

Question: Can the vendor attach additional pages to Attachment E of the Cost Schedule to outline any separate fees that are not included in the hourly rates listed?
Answer: Yes.

Question: Will the District consider proposals that include both W-2 employees and 1099 contractors?
Answer: Agency staff are provided a flat rate.

Question: What method will be used to notify vendors of the award decision?
Answer: Formal award letters are issued via email.

Question: Following candidate interviews, what is the expected timeline for selection or hiring decisions?
Answer: The proposed contract(s) has to be approved by Board of Education and Board of Alderman prior to obtaining the Mayor's signature.

Question: When Is the anticipated date that award notifications will be sent to the awarded vendors? / What is the expected timeframe for award notification and vendor selection? / What is the anticipated award date for this RFP?
Answer: Anticipated by January 2026.

Question: What is the anticipated start date and term of the contract?
Answer: January 2026. See Section D. Agreement Period of the RFP document for term information.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL #8648
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Speech and Language Services

The City of Waterbury, Department of Education, (hereinafter "City"), is seeking one or more contractors, companies or firms to provide up to 10,000 hours of speech and language therapy services each year to the Waterbury School District to students ages 3-22 with speech and language therapy needs and other related work under the direction of District personnel for an initial term followed by a full three-year period, ending June 30, 2029.

A. Background and Intent

The purpose of this request for proposal is to obtain competitive hourly cost proposals for the next three years from one or more reliable, licensed, professional proposers to provide speech and language therapy, testing and related services as needed by the Waterbury School District for students with disabilities.

B. Qualifications

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-22.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic Individualized Education Program (IEP) and data collection systems.
4. Ability to provide experienced, Connecticut (CT) certified, licensed and qualified speech and language pathologists to the District upon request without delay to fill immediate and changing needs of the District in both in school and in-home settings.
5. Ability to provide speech and language pathologists who have master's degree or doctorate in speech and language pathology from an accredited post-secondary institution, CT Health Department licensure and CT State Department of Education certification as required by law.

6. The speech and language pathologists provided have experience working with children ages 3-22 in the fields of speech and language therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of speech and language therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each speech and language pathologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathologist must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Speech and language pathologists shall submit in a timely manner the appropriate documentation required for Medicaid billing purposes. The Speech and language pathologists will utilize the web-based platform used by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline). The speech and language pathologists will complete service logs and monthly progress reports in such web-based applications for students. The speech and language pathologists will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service.
11. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by speech and language staff and personnel. Staff will be able to work up to 7.0 hours per school day.
12. The proposer must share a pay rate schedule for half days, snow days, holidays, and professional training seminars attended by speech and language pathologists.

C. Scope of Services

1. The proposer agrees to provide up to 10,000 total hours of speech and language therapy and related services to students, ages 3-22, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.

2. Therapy and related services must be provided by CT licensed, certified and qualified speech and language pathologists without delay to fill the immediate and changing needs of the District both in school and in home settings. The District has the right to interview each pathologist proposed and to determine if the person is appropriate to work with District students. The proposer will ensure that all pathologists working in the District have had satisfactory criminal background checks, fingerprinting, drugs tests and DCF registry checks as required under law and will provide the District proof upon request.
3. The speech and language pathologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student caseloads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
4. The speech and language pathologists provided by the proposer will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff when requested by the District.
5. The proposer will provide highly qualified pathologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
6. The proposer will supervise its pathologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's pathologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to district administrative staff prior to public review.
7. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to ensure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant speech and language therapy materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from date of contract execution through June 30, 2029.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** 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 category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on (date)**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by (date), 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Pupil Services Department- Waterbury Public Schools.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process

are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of **90** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. **See Attachment B.**

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **4** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **XX:XX AM on *(date).* Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

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

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

    a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
    b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

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

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

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

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

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

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

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?
b. Have you ever defaulted on a contract? If so, where and why?
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

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

2. Selection Process

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

K. Rights Reserved To The City

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

L. Federal, State and Local Employment Requirements NOT APPLICABLE

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

M. State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act

15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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

N. State DAS Requirements for Construction Projects NOT APPLICABLE

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a 100 percent Performance Bond with a surety, and in a

form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

ORANGE TREE STAFFING

REVISED COST PROPOSAL

Work Code	Hourly Rate
Speech-Language Pathologists (SLP) Year One: Date of 2025-June 30, 2026 (Initial Term)	$90.00
Speech-Language Pathologists (SLP) Year Two: July 1, 2026- June 30, 2027 (First Full Year)	$90.00
Speech-Language Pathologists (SLP) Year Three: July 1, 2027- June 30, 2028 (Second Full Year)	$90.00
Speech-Language Pathologists (SLP) Year Four: July 1, 2028- June 30, 2029 (Third Full Year)	$90.00

Orange Tree Staffing hourly rates are all-inclusive. Make a profound difference within your school(s) by providing uninterrupted services, driving positive student outcomes and bringing efficiency to your bottom line by partnering with Orange Tree Staffing. Our team has been successful in overcoming recruitment challenges and cost constraints facing school(s) today. Maximize your school(s) resources ensuring that every dollar spent improves efficiencies, attracts the brightest educators and most importantly, drives positive student educational goals.

Included in OTS All-Inclusive Hourly Rates:

- Position Advertisements
- Applicant Screening
- Payroll Process & Administration
- Termination & Replacement (if necessary)
- Quality Control Checks
- Record Keeping, Professional Reference Checks, and Licensing
- Professional Development and Educational Opportunities
- 24/7 Support & Communication from the OTS Team

Long-Term School District Savings:

- The length of time an open position(s) goes unfilled is reduced or eliminated
- Reduce cost contributed to retirement plans, health-care insurance premiums and other benefits your organization would otherwise pay
- Reduce overtime cost and minimize risk by reducing employee errors caused by stress, fatigue and burn-out
- Reduce turnover cost

When to Partner with OTS:

Orange Tree Staffing understands the staffing challenges facing administrators and organizations today, and we can help! Our seasoned team of talented educational professionals will supplement and support in-house programs and help overcome staff challenges due to high caseload, time sensitive IEP delivery, periods between permanent employees, budget constraints preventing permanent hires, minimizing risk, temporary vacancies (medical leave, maternity, sabbatical), and new bid process periods.

You pay no upfront fees for any services provided by OTS. Redirect your time and resources to your most important activity, the students, and let OTS deliver on the recruitment, staffing, and retention. Orange Tree Staffing is a cost-effective alternative to re-scheduling IEPs or service plans, delivering timely evaluations, servicing spikes in increased caseloads or hiring of new permanent employees. OTS staff is available at your request on an as-needed basis. Whether you need coverage for one day, one evaluation or on-going, OTS professionals will fit your needs perfectly.

ORANGE TREE STAFFING

BEYOND THE CLASSROOM

In the recent past we have been blessed with many success stories from contracted staff who made a difference in the lives of students. We want to share heartfelt stories to express that Orange Tree Staffing is more than just a "staffing service" and provide a true life examples of the experience and types of licensed providers OTS has on its team. Carolyn's story is one out of three adoptions from OTS staff, and Mary Beth's story is one of hundreds of similar accounts. We seek and will continue to make placements that have life-long positive outcomes, both in and outside the classroom. Our unique and dedicated experienced approach and methodology of providing school based therapy services have proven successful and has led to long lasting results. The examples provided are evidence of our experienced and successful special education program, show strength of our healthy partnerships, as well as our continued retention and growth. The OTS team is committed to ensuring the highest level of service and support are consistently delivered to the school staff, educators, therapists and most importantly, the children.

Carolyn C., SLP at Grace Christian Academy

About four years ago, we placed Carolyn C., SLP at Grace Christian Academy. When we initially spoke with Carolyn, she had been out of the field for a couple of years taking care of her daughters and keeping the home together while her husband traveled. We shared with her that we had a great part-time opportunity at a local private school through Pasco County Public Schools, that we thought she would really enjoy. With fear that she was "rusty" with her skills, Carolyn took the job and immediately knew that this was the perfect school for her. We assured Carolyn that we would team her up with our lead SLP, which would provide the guidance and support she was seeking.

Carolyn jumped right in. While she has been at the school, she observed that the school accepts McKay Scholarships students, which some come from foster homes. Recently there were a set of siblings, two brothers and one sister, who had been at the school as foster children. The brothers had been successfully adopted into a wonderful home. However, the 12 year old sister had not found her home and had become eligible for adoption. Carolyn knew this was her calling and their family officially adopted her at the Dade City Courthouse. They are beyond excited and the blessings are more than words could ever express. We wish we could share with you all the joy in her voice. OTS is so happy and excited for Carolyn's family.

Mary Beth Martin, SLP at Bartram Trail High School

"Yes, I feel like I'm a good match at the high school. Bartram Trail is a wonderful place with caring and talented people. My goal this year is to inform the teachers, parents, and students just what SLPs do. The full range, you know?

I've started writing short articles in the monthly newsletter. Most of the kids are on consultation but like to come see me for a few minutes anyway. For direct tx I have a few ASD, cochlear implant, and language learning disabled students. I'm trying to support them all in the classroom and advocate with their teachers as much as I can. We are doing some scripting to help them self advocate, too. Good feedback from many teachers.

Funny you should ask about Zumba because last Thursday I was invited back to the elementary school I worked at for 4 years to do Zumba at their field day. We totally rocked it. I'll attach a pic. It was such an honor to be asked. About 600 children in about 5 hours. Yikes. But they gave me the energy to keep going. We shouted, we moved, we high-fived. It was a blast.

Hope you are well. And thanks for all you do to support me."

DIGITAL COPY

ORANGE TREE STAFFING

City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

RFP #8648 Speech and Language Services

December 2, 2025 | 11:00 AM

ATTN: Mr. Kevin McCaffery
P: (203) 574-6748 | E: kmccaffery@waterburyct.org

RFP Point of Contacts:
Mardly R. Smith, Owner
P: (407) 388-4010 | E: Mardly@orangetreestaffing.com

Tanner Smith, Director of Sales Operations
P: (407) 388-4010 | E: Tanner@orangetreestaffing.com

ORANGE TREE STAFFING

WATERBURY PUBLIC SCHOOLS

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"Building & Inspiring Growth"

TRANSMITTAL LETTER

December 2, 2025

City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702
ATTN: Mr. Kevin McCaffery, Director of Purchasing

Dear City of Waterbury, Waterbury Department of Education, and Mr. Kevin McCaffery:

Orange Tree Staffing, LLC is pleased to have the opportunity to respond to **RFP# 8648** for Speech and Language Services.

"Inspire and prepare every student to be successful in and beyond school" is a mission we share with your school district. OTS understands that every child is unique and benefits from therapists, educators, and a community that drives innovation, and inspires self-confidence. We provide comprehensive oversight of therapy programs and related services to meet and exceed school(s) goals, improve students' therapy results and encourage every child, every opportunity, every day. Our consultative team approach has proven to deliver the best therapy practices that provides a workforce solution that continues to build toward the future and achieve life-long learning success.

We welcome the opportunity to exceed your expectations by delivering educationally dedicated and exceptional allied health professionals. We are confident that the evaluation committee recognizes the value of partnering with a Minority Women Business Enterprise ("MWBE") organization that possesses over 25 years of industry experience. OTS has a proven track record of providing therapy services to thousands of students, and we are committed to making a positive impact on their lives. One of our key strengths is our project management approach, which ensures seamless coordination and communication among all stakeholders. Our team is available 24/7 to support your staff, administrators, teachers, and therapists, providing the necessary assistance and guidance whenever needed. We firmly believe that our team's unwavering dedication to the children, their families, and the school, combined with our ability to deliver experienced and high-quality service, sets us apart from others in the industry.

OTS is committed to complying with all terms and conditions of this bid. If you would like additional information or have any questions, please feel free to contact us at any time. We look forward to a partnership with **WPS** that is dedicated to "Building and Inspiring Growth."

Best Regards,

Mardly R. Perez-Smith, Owner
Orange Tree Staffing, LLC | Est. 2010
Minority Women Business Enterprise (MWBE)
2300 Maitland Center Parkway, Suite 200, Maitland, FL 32751
T. 407.388.4010 | E: mardly@orangetreestaffing.com
www.orangetreestaffing.com

1. PROPOSER INFORMATION

Please provide the following information:
a. Firm Name: Orange Tree Staffing, LLC
b. Permanent main office address: 2300 Maitland Center Parkway, Suite 200, Maitland, FL 32751
c. Date firm organized: 2010
d. Legal Form of ownership (if a corporation, indicate where incorporated): Limited Liability Company, Incorporated in Maitland, FL
e. How many years of experience have you been engaged in services you provide under your present name? 8 years

Orange Tree Staffing, LLC (OTS) is a recruitment and staffing agency specializing in connecting bright and talented Allied Health Professionals within schools and beyond. Our team is committed to providing extraordinary therapists, nurses, educators, and specialists who empower each child to reach their highest potential. We deliver staffing solutions to public, private, and charter schools, serving school-aged students from Pre-K through 12th grade and into their transitional years. In addition, OTS provides staffing services to rehabilitative pediatric clinics and is continually growing within our field. OTS's driving purpose is to place passionate educators dedicated to positively impacting our communities.

HISTORY

In 2010, Mardly R. Smith established Orange Tree Staffing as a privately held Limited Liability Corporation. As sole owner and founder, she partnered with parents and allied health professionals to reach long-lasting results. Since its inception, OTS has provided comprehensive oversight of therapy staffing and recruitment programs and related services to meet and exceed set goals, improve results, and drive success. OTS's ultimate goal is to offer educational-based workforce solutions that lay the foundation for a brighter future and students' lifelong achievements. We are unwavering in our commitment to ensuring success every day for every student we have the privilege to serve.

OFFICE LOCATION & ORGANIZATION

Orange Tree Staffing's corporate office is located in Maitland, FL, which consists of recruiting, administrative, operational, and accounting personnel that are always available. At OTS, we offer a highly personalized and accessible experience. Both contractors and clients have direct access to our team 24/7, and we work in close collaboration with school administrators and district leaders to ensure thoughtful placements that have enhanced student outcomes. Our dedicated team is committed to delivering timely and efficient staffing solutions, ensuring schools are equipped with the right professionals exactly when they're needed.

ACHIEVEMENTS

With extensive years of experience, Orange Tree Staffing is proud to be one of the very few nationally and locally certified minority women-owned and privately owned staffing firms specializing in allied health services for school districts including public, private and charter schools. Our recruitment and staffing services currently extend across 26 US states and territories, including the U.S. Virgin Islands, demonstrating our ability to scale while maintaining the personalized attention and responsiveness that define our approach. We are also honored to have earned a spot on the Inc. 5000 list for seven consecutive years, a recognition that reflects our sustained growth, operational excellence, and deep commitment to the communities we serve. In 2025, OTS ranked No. 1561 overall, No. 153 in the State of Florida, No. 46 in Human Resources, and No. 18 in Central Florida.

f. Names, titles, reporting relationships, and background/experience of the principal members of your organization, including officers.

Orange Tree Staffing provides each school district with a dedicated team committed to delivering exceptional customer service and measurable results. OTS's seasoned leadership team possesses decades of experience and a shared passion for "**building and inspiring growth**". Below are the primary points of contact, along with the qualifications of key personnel and technical support staff, responsible for ensuring the successful delivery of services to the District.

Mardly R. Perez-Smith, Owner

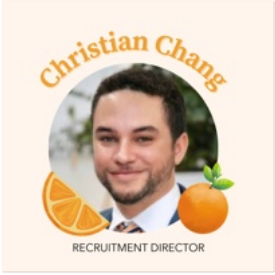
2300 Maitland Center Parkway, Suite 200, Maitland, FL 32751
E: mardly@orangetreestaffing.com | T: (689) 223-2258 | F: 855-382-0727

A graduate of the University of Central Florida (UCF), Mardly brings over 20 years of experience in staffing, recruitment, and business management. Her career includes a successful tenure with an international Fortune 500 staffing company where she directed and managed comprehensive staffing services. Now pursuing her passion, Mardly focuses on helping allied health professionals and school districts achieve educational and therapeutic success. Mardly is dedicated to fostering growth through hard work, dedication, and a commitment to excellence. With her deep understanding of school district operations and processes, she looks forward to continuing to inspire progress and drive success in the educational sector. *Fluent in English and Spanish.*

Tanner Smith, Director of Sales Operations

2300 Maitland Center Parkway, Suite 200, Maitland, FL 32751
E: tanner@orangetreestaffing.com | T: (689) 223-2260 | F: 855-382-0727

His goal is to continue to build and inspire growth in every facet of life while spreading positivity wherever he goes. Tanner is committed to OTS because he is surrounded by an unmatched team of individuals who are connecting people who have a direct positive impact with students. He understands that it starts with the RFP process. Happy to be a part of OTS, Tanner can't wait to see what the future brings and reminds you to always have an "Orange" rest of your day!



Christian Chang, Recruitment Director

2300 Maitland Center Parkway, Suite 200, Maitland, FL 32751
E: christian@orangetreestaffing.com | T: (689) 223-2251 | F: 855-382-0727

An experienced leader and an integral part of the recruitment and management team, Christian has a passion for building relationships, effective communication, and healthy teams. He has successfully created positive professional alliances between therapists. He is always recruiting and brings proficiency to daily operations. Christian offers workplace opportunities, excellent communication, and healthy support to those joining the OTS team. As a UCF graduate with a psychology degree, Christian enjoys building healthy relationships, communicating, and delivering quality results. *Fluent in English and Spanish.*

Blake Hundley, Recruitment Director

2300 Maitland Center Parkway, Suite 200, Maitland, FL 32751
E: blake@orangetreestaffing.com | T: (689) 223-2248 | F: 855-382-0727

An accomplished leader and a key member of the recruitment and management team, Blake has a passion for fostering relationships, effective communication, and cultivating strong teams. Blake has consistently built successful professional partnerships among therapists. His expertise in recruitment and daily operations ensures seamless integration of new talent. Blake provides meaningful workplace opportunities, clear communication, and unwavering support to those joining the OTS team. A UCF graduate with a degree in Health Services Administration and an Army veteran, Blake is dedicated to building lasting relationships and delivering exceptional results.

Jessica Greenfield, Accounting Manager

2300 Maitland Center Parkway, Suite 200, Maitland, FL 32751
E: jessica@orangetreestaffing.com | T: (610) 745-4906 | F: 855-382-0727

With over 30 years of experience managing privately held company's accounting, bookkeeping, and payroll, Jessica is an expert in solving complex accounting challenges and is precise with numbers. OTS can provide accounting information detailing: invoicing and payment on a weekly, monthly, quarterly, or yearly basis. In addition, she has experience working closely with public school districts' purchasing/procurement departments' unique requests and requirements. Jessica is always available and will find the answer to your accounting questions.

Lissa Jarmel-Wright, CCC-SLP

(407) 388-4010 | info@orangetreestaffing.com

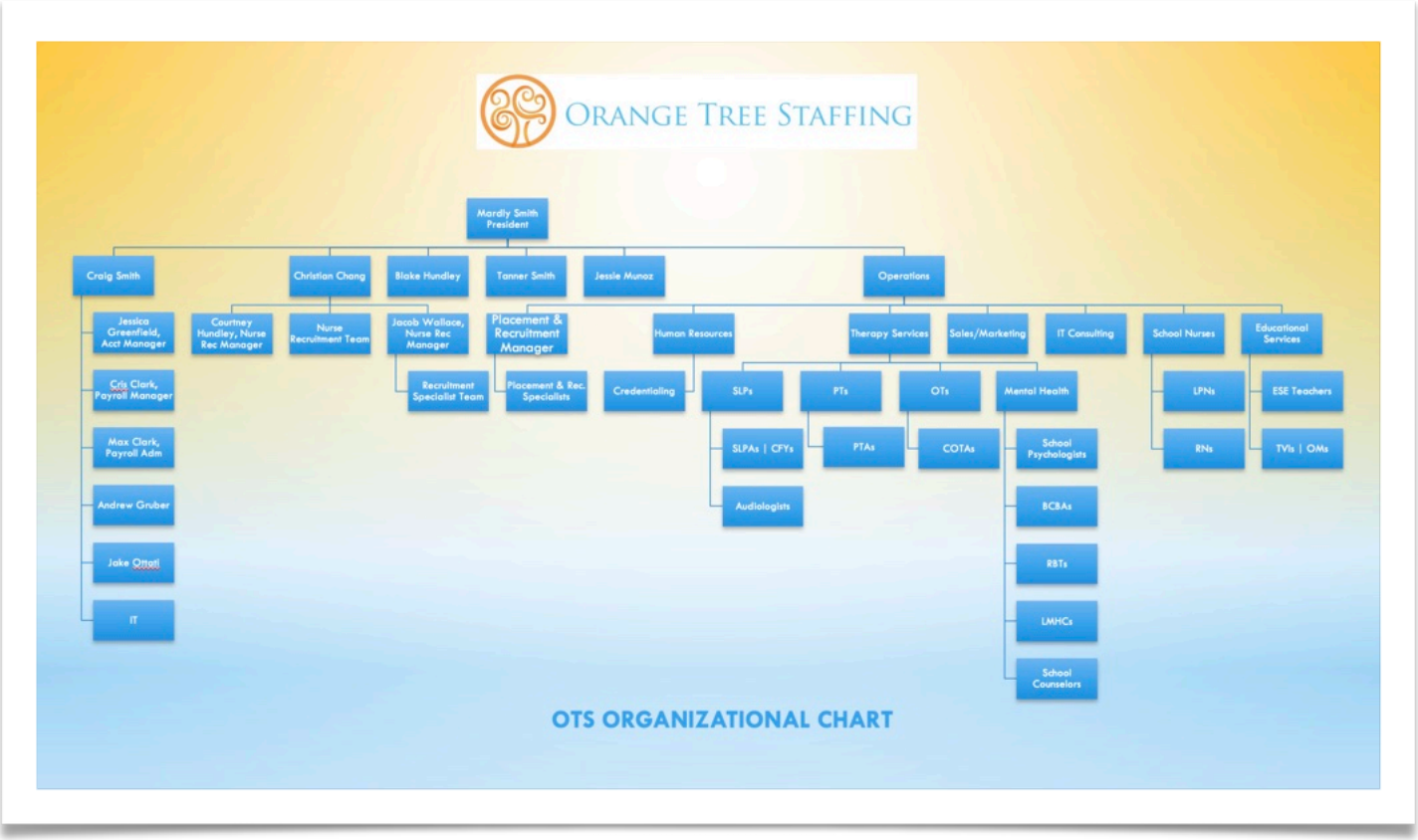
Lissa is a Speech-Language Pathologist and Mentor for OTS contracted staff. Lissa has extensive experience providing services to students within a school setting with varying disorders. She oversees SLPs and staff providing them with insight, guidance, and continued professional development outlook. Lissa currently supports OTS and has experience with the school processes including Medicaid billing. In addition, she provides support, education, and therapy services to students and families, creating a learning environment that unlocks the potential of every student. Her unique and dedicated approach promotes a valuable skill set that creates stronger, more open leaders in the future. She is an organized problem solver who is a collaborative team player with a superior work ethic and interpersonal skills. Ms. Lissa Jarmel-Wright is a valuable lead resource for OTS therapists that would support the School Board. Lissa has provided contract therapy services within public school settings for over 7 years.

24/7 Support:

At OTS, we offer a highly personalized and accessible experience. Both contractors and clients have direct access to our team 24/7, and we work in close collaboration with school administrators and district leaders to ensure thoughtful placements that have enhanced student outcomes. Our dedicated team is committed to delivering timely and efficient staffing solutions, ensuring schools are equipped with the right professionals exactly when they're needed.

ORGANIZATIONAL STRUCTURE

Each district Orange Tree Staffing partners with receives the full scope and range of personnel and resources available. Our organizational structure has played a crucial role in the development of successful partnerships with school districts across the country. From our driven recruitment practices to our diligent placement principles to our meticulous credentialing/background verification protocols, OTS is prepared to ensure each school district is given the time, effort, and personnel it deserves, reflecting our firm commitment to student growth and district satisfaction.



Recruitment Team:

- Partner with School Districts to address staffing needs
- Utilize various recruitment methods and channels to identify, contact, screen, and interview potential candidates
- Present candidates that align with district needs and preferences
- Maintain communication and support School District and contracted staff

Credentialing Team:

- Verify the experience, qualifications, and credentials of each candidate before beginning to provide services
- Maintain up-to-date information regarding candidate licensure and expiration dates
- Keep updated and secure records of candidate background and information

Accounting Team:

- Review weekly timesheets submitted by contracted staff
- Prepare invoice and billing statements for the School District based on approved timesheets
- Manage payroll process

2300 MAITLAND CENTER PARKWAY, SUITE 200, MAITLAND, FL 32751 | 407.388.4010 MAIN | 855.382.0727 FAX

MARDLY SMITH

ORANGE TREE STAFFING, LLC
FOUNDER | OWNER | PRESIDENT

CONTACT
O. 407.388.4010
C. 407.388.4174
mardly@orangetreestaffing.com

EDUCATION
University of Central FL
BSBA in
Business Administration
Human Resource Management
International Business

PROFESSIONAL EXPERIENCE

Established and led an Inc. 5000-winning M/WBE company specializing in allied health staffing and educational services

- **Award-winning growth:** Recognized six consecutive years on the Inc. 5000 list, reflecting sustained revenue growth and business excellence
- **Leadership in operations and project management:** Proven expertise in managing complex, time-sensitive projects with large teams, consistently achieving high-profit margins
- **Strategic oversight:** Skilled in full-cycle management of operations, recruitment, staffing, and project execution to drive company goals and client satisfaction
- **Focused on results-driven leadership:** Emphasizes Focused on communication, teamwork, creative thinking and adapting to change
- **Bilingual** in English and Spanish

ORANGE TREE STAFFING, LLC, Maitland, FL
Founder | Owner | President 2010 – Present

- Founded OTS, LLC, a leading provider of allied health staffing for educational settings
- Oversee comprehensive company operations, including Sales, Staffing, Recruiting, Revenue Growth, Advertising, Licensing/Certification, and Financing
- Direct a team of over 500 contracted staff, as well as administrative and financial staff across public, private, and charter school clients
- Manage RFP and vendor relations, ensuring high standards in client partnerships
- Consistently achieve 30%+ annual net revenue growth since inception
- Maintain active engagement with industry organizations to support business growth and professional development

DELTA-T GROUP & KALEIDOSCOPE FAMILY SOLUTIONS (DTG & KFS), Bryn Mawr, PA
Recruitment Manager 2005 – 2012

- Led recruitment and staffing services for roles including Special Education Teachers, School Psychologist, Speech-Language Pathologists, and Physical, Occupational Therapists and Assistants, within public, private and charter school settings
- Oversaw recruitment for a $10 million portfolio in revenue across public, private, and charter school settings

ROBERT HALF INTERNATIONAL, King of Prussia, PA
Division Director, Finance & Accounting Permanent Staffing | Office Team 1999 – 2005

- Directed recruitment efforts and placed Accounting, Finance, and Administrative professionals, growing the division to over $5 million in gross revenue
- Achieved within top 15 in sales revenue growth, globally, "Reach for the Stars" award

ATC HEALTHCARE SERVICES | NUCLEAR IMAGING SYSTEMS (NIS), Malvern, PA
Human Resource Director with NIS 1996 – 1999

ADVENT HEALTH, Orlando, FL
Human Resource Specialist | Radiology Administrative Assistant 1988 – 1996

- Conducted full-cycle recruitment for diverse roles, including healthcare providers and support staff
- Involved in all phases of recruitment, including policy compliance, labor laws, benefits, and credentialing

PROFESSIONAL AFFILIATIONS

- Member, Minority Women Business Enterprise (M/WBE), Florida & Nationally
- Member, Winter Park, Maitland, and Hispanic Chambers of Commerce
- Member, Hispanic Heritage Scholarship Fund
- Sponsor & Member, OCPS & PTA
- Sponsor, UCP of Central FL, Shepherds Hope, Let's Move!

JESSICA GREENFIELD

ORANGE TREE STAFFING, LLC
ACCOUNTING MANAGER

ONTACT

10.745.4906

ssica.greenfield12@gmail.com

EDUCATION

Broom County
Community College

Graduate of Owego
Free Academy

MEMBERSHIPS

Quickbooks & Intuit Association for Accountants Certified
University of Penn - Abramson Cancer Center 2
Children's Hospital of PA - CHOP, Sponsor
Habitat for Humanity, sponsor
Disabled Veterans, sponsor
Association for Homeless, sponsor

PROFESSIONAL EXPERIENCE:

- Excellent knowledge of accounting and bookkeeping practices, principles and procedures
- Quick Books Certified
- Up to date knowledge of relevant legislation and regulatory requirements
- Working knowledge of relevant computer applications, data management and financial data analysis
- Exceptionally efficient in planning projects, punctual in meeting deadlines and conscientiously adheres to accounting standards and guidelines
- Experienced managing accounting process and procedures for small to medium size companies

ORANGE TREE STAFFING, Maitland, FL 2010 - Present
Accounting Manager

- Develops system to account for financial transactions by establishing a chart of accounts; defining accounting and bookkeeping policies and procedures
- Maintain subsidiary accounts by verifying, allocating, and posting transactions
- Balance subsidiary accounts by reconciling entries
- Maintain general ledger by transferring subsidiary account summaries
- Balance general ledger by preparing a trial balance; reconciling entries
- Maintain historical records by filing documents
- Prepares financial reports by collecting, analyzing, and summarizing account information
- Complies with federal, state, and local legal requirements by studying and adhering to all federal and local requirements
- Contributes to team effort by accomplishing related results as needed
- Oversee all Accounts Payable | Receivables
- Point of contact for Purchasing |Procurement Departments for OTS clients
- Works closely with CPA ensuring all accounting records are in compliance with federal and state regulations

JAG Services 1998 – Present
Owner/Founder

- Provide Accounting and Bookkeeping services to a small to medium business and high net worth individuals
- Record keeping, Accounts Payable and Receivables Management
- Financial Advisor

Perks Café | Basket Trimmers, Wayne, PA 1994 - 1998
Owner | Founder

- Owned and operated two cafes located in corporate office buildings
- Managed all aspects of the business, including operations, accounting, food distribution and supply, catering, staff and customer service

Flexlite Awnings, Binghamton, NY 1984 - 1994
Owner

- Owned and operated a manufacturing business specializing in backlit awnings for business and national accounts
- Managed all aspects of Operations, including staff, purchasing, manufacturing and client relationships
- Sold Flexlite and remained for a three-year period as a consultant to the new ownership

CHRISTIAN CHANG

ORANGE TREE STAFFING, LLC
RECRUITMENT MANAGER

CONTACT
407.388.4010
christian@orangetreestaffing.com

EDUCATION
University of Central FL
Bachelor of Science
of Psychology

VOLUNTEER
Miami-Children's Hospital
Assisted in taking care of and managing children with disabilities of all ages
Provided comfort to children while faced with challenging situations

VACC Camp Counselor

Switchboard of Miami
Volunteer Counselor
Assisted individuals in crises
Provided counsel and comfort through positive reinforcement
Provided comfort to children while faced with challenging situations

PROFESSIONAL EXPERIENCE:

- Excellent managing, leadership, recruitment, analytical and communication skills
- Experience in training team of recruiters
- Experience in the recruitment, hiring and retention process for internal staff and external clients
- Accomplished at building healthy relationships with therapists and internal staff
- Extensive and comprehensive administrative background with emphasis in customer service
- Positive attitude and strong work ethic
- Ability to handle multiple tasks with little oversight
- Ability to manage time well by multi-tasking and meeting client deadlines
- Bilingual in English and Spanish

WORK EXPERIENCE:

ORANGE TREE STAFFING, Maitland, FL — 2018 - Present
Recruitment Manager

- Build, maintain and manage positive recruitment and client relationships with internal staff, therapists and school districts
- Manage, design, develop and maintain the recruitment process in the organization
- Communicate with clients to get a clear view on their hiring needs and organizational goals
- Research into clients company
- Research into competitors and market place
- Define job description and document specifications
- Identify prospective candidates using a variety of channels
- Create a candidate persona for each open position
- Conduct confidential interviews
- Follow-up references and check credits
- Present shortlisted candidates
- Present detailed candidate profile summaries
- Build long-term client relationships
- Research and develop recruiting leads
- Develop a sustainable candidate lead strategy
- Advise clients on best recruiting practices

South Motors BMW — 2017 - 2018
Customer Service Agent

- Assist customers with scheduling of appointments and loaner/renal vehicles
- Act as an agent with customers who request a loaner vehicle
- Assist customers wit their vehicles needs and direct them to their desired destinations
- Create contract for customers who are requesting loaner vehicles
- Provide exemplary customer service by welcoming and assisting customers up arrival and the dealer
- Answer incoming calls promptly and in a professional manner

Advent Health — 2016 - 2017
Diet Service Technician

- Transported meals to patient in hospital setting
- Obtained orders from patients at the bed side
- Ensure patients were satisfied with service
- Develop rapport with patients and coworkers

Norma Boussard Butler Elementary School — 2014 - 2015
After School Care Teacher | Team Sports Coach

- Respond to basic emergencies and oversee students while in the after school program
- Taught students the importance of team building and sportsmanship while playing sports
- Ensured a welcome environment for students and adults

Bath and Body Works | Team Member — 2013 - 2015

CRIS CLARK

ORANGE TREE STAFFING, LLC
PAYROLL MANAGER

CONTACT

O. 407.388.4010
C. 407.607.8755
cris@orangetreestaffing.com

MEMBERSHIPS & OTHER

Members of the Leukemia & Lymphoma Society
The Bone Marrow Foundation
Kids Cancer Foundation
The Connor Moran Children's Cancer Foundation
Live Like Bella
Pre-Masters Swim Group & The Sarasota Storm
Hosting of silent auctions, events. & fund raisers, providing meals for soup kitchens
The Knights of Columbus Organization

PROFESSIONAL EXPERIENCE:

- Managing payroll processes and procedures
- Excellent management skills that ensure payroll is processed in an accurate, compliant and timely manner
- Ability to effectively manage and resolve issues related to payroll procedures
- Current on payroll systems to achieve alignment with HR compliance
- Ability to ensure a balance of weekly and monthly payroll accounts

ORANGE TREE STAFFING, Maitland, FL — 2013 - Present
Payroll Manager

- Maintain and manage payroll information by designing systems; directing the collection, calculation, and entering of data
- Updating payroll records on a weekly/monthly basis by reviewing and approving changes and any exemptions
- Determine payroll liabilities by approving the calculation of employee and contractor's hours in accordance to delivery of services
- Balance the payroll accounts by resolving payroll discrepancies
- Provide payroll information by answering questions and requests
- Maintains payroll guidelines by writing and updating policies and procedures
- Complies with federal, state, and local legal requirements by studying existing and new legislation; enforcing adherence to requirements; advising management on needed actions
- Maintain employee confidence and protects payroll operations by keeping information confidential
- Maintain professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies
- Maintain payroll staff by recruiting, selecting, orienting, and training employees
- Maintain payroll staff job results by counseling and disciplining employees; planning, monitoring, and appraising job results
- Contribute to team effort by accomplishing related results as needed

City of Maitland Police Department, Maitland, FL — 2012 - 2014
Crossing Guard at Dommerich Elementary & Maitland Middle School

- Assist in maintaining a safe environment for students
- Help SRO with safety & translations, & DARE program

Big City Catering, Orlando, FL — 2014

Planas-Worthy Group, Coral Gables, FL — 2001 - 2005

- Manage and Process Accounts Receivable and Payroll
- Responsible for General Ledger through QuickBooks

Berkley Associates, Garden City, NY — 1996 - 1999
Jr. Accountant

- A/P - responsible for coding & G/L entries
  A/R - responsible for receiving all checks & bank reconciliations of more than 50 accounts
- Sales reconciliation & distribution of profits
- Assistant to Human Resources Manager

Jackson Memorial Hospital, Projects Department, Miami, FL — 1992 - 1995

- Assist in managing all projects, contractors, & subcontractors within JMH
- Review & manage all contractor's invoices
- A/P & A/R

TANNER SMITH

ORANGE TREE STAFFING, LLC

CONTACT

O. 407.388.4010

C. 407.607.6815

tanner@orangetreestaffing.com

EDUCATION

University of Central FL

BSBA in

Economics

PROFESSIONAL PROFILE:

Tanner Smith, RFP & Recruitment Director - Tanner the RFP & Recruitment Director at OTS. His goal is to continue to build and inspire growth in every facet of life while spreading positivity wherever he goes. Tanner is committed to OTS because he is surrounded by an unmatched team of individuals who are connecting people who have a direct positive impact with students. He understands that it starts with the RFP process. Happy to be a part of OTS, Tanner can't wait to see what the future brings and reminds you to always have an "Orange" rest of your day!

PROFESSIONAL EXPERIENCE:

- Key figure in assisting Orange Tree Staffing Receive the prestigious Inc. 5000 award IN 2019 - 2025 for leading the company revenue growth
- Successful ability to manage and direct large projects and teams effectively and efficiently to deliver on time sensitive and high profit margins
- Experienced managing, directing, recruiting, staffing and overseeing all operations of a company
- Focused on communication, teamwork, creative thinking and adapting to change
- Versed in technological programs

ORANGE TREE STAFFING, Maitland, FL 2019 – Present

RFP Director and Recruitment Manager

- Expanded company to 25+ states as lead solicitation writer
- Assist in all operations of the company including Sales, Staffing, Recruiting, Revenue Growth, Advertising, Licensing/Certification processing, and Financing
- Manage a team of 100+ Therapists, Administrative and Financial Staff to the public, private and charter schools
- Manage the RFPs and vendor management process with clients
- Successful at growing net revenue for every year since inception
- Maintain and continue to grow with professional organizations
- Partnered OTS with various recruitment organizations leading to increased specialization and success of recruitment
- Developed new forms of recruitment for company leading to an increase of therapists within business
- Manage internal recruitment team of 10+ recruiters
- Expanded OTS into staffing of new professions such as Nursing, Special Education Teachers, ETC.
- Oversee team that has returned high margins of recruitment success in areas across the U.S.
- Manage internal "bid" team that has converted a 97% win rate on solicitations
- Interact with other management teams within ITS to achieve homogeneity and success between all parties

University of Central Florida, Orlando, FL 2021 – 2022

Secretary of Economics Studies Consortium

- Responsible for managing economic forums, events, trips, marketing, and legal paperwork
- Saw increase of revenue and membership by 50% from active engagement with community

4Rivers, Orlando, FL 2018 – 2019

Carver

- Smoked meats and other food for customers at 4Rivers BBQ Smokehouse

MEMBERSHIPS:

Member of Minority Women Business Enterprise (M/WBE)

UCP of Central Florida Member

Economics Studies Consortium Member (UCF)

UCP of Central FL Young Executive Member

LISSA JARMEL-WRIGHT, CCC-SLP

ORANGE TREE STAFFING, LLC
LEAD SPEECH-LANGUAGE PATHOLOGIST

CONTACT
407.388.4010
info@orangetreestaffing.com

EDUCATION
University of Central FL
Master's in Communication Sciences and Disorders

Bachelor of Science in Communicative Disorders

CERTIFICATIONS
Licensed Speech-Language Pathologist

American Speech - Language Hearing Association (ASHA)

PROFESSIONAL PROFILE:

Lissa is the OTS Lead Speech-Language Pathologist and mentor. She has become an asset to the OTS team as she brings leadership direction within the education-based therapeutic services. As a mentor to many OTS therapists, she has provided them with training, leadership guidance, and much more. She is always accessible and ready to assist her team-mates with any challenge they may be facing. School districts have come to rely on Lissa for helpful assessment of how they can most effectively and efficiently supply therapy services for large caseloads and unexpected challenges. In addition to being an OTS Lead SLP and Mentor, Lissa provides direct therapy services as well. One of her favorite success stories is when she treated a kindergarten-aged boy with severe articulation challenges and some loss of hearing. He was receiving both private and school speech therapy. Within a couple of months, Lissa made such amazing accomplishments with him that the parents decided to continue with the school SLP therapy, and he was able to reach his set goals. Lissa has pediatric, adult, and geriatric experience as an SLP. School-based SLP therapy is by far her most preferred population. Lissa is excited to continue building and inspiring growth both in and outside the classroom.

ORANGE TREE STAFFING, Winter Park, FL 2016 - Present
Lead Speech-Language Pathologist

- Oversee, direct, and manage team of SLPs, within private and public school settings, who provide therapeutic services to students diagnosed with varying exceptionalities
- Ensure that therapeutic services are in compliance in accordance with school board of education
- Actively provide supervision of therapeutic services to ensure documentation and delivery of services are following best therapy practices
- Provide SLP directs services within an education-based setting to students with varying exceptionalities
- Communicates with school staffed and multi-disciplinary team at the beginning, during, and at the end of the school year to ensure all documentation is up to date
- Conduct SLP developmental evaluations (IEPs), re-evaluations and provide treatment
- Interpret evaluative data to establish measurable goals for the clients
- Effectively apply and adapt therapy sessions according to students needs and establish goals
- Write and complete daily progress notes at the end of each session using school format, and update accountability forms
- Work as part of a team to ensure goals are met in a timely manner

Staffing Company 2014 – 2014
Speech Language Pathologist

- Provide speech, language, and oral motor therapy to pediatric clients in the clinics
- Assesses language skills and formulate individualize long and short-term goals
- Collaborate with fellow therapists to address client needs as a whole

Staffing Company 2008 – 2012
Speech Language Pathologist

- Provided speech and language therapy to pediatric and adult clients in the home and work settings
- Services included assessment and treatment in language, articulation, autism and augmentative alternative communication devices

Staffing Company 2008 – 2008
Speech Language Pathologist

- Provided speech and language therapy to pediatric clients primarily in the home setting
- Assist in the prevention, diagnoses and treatment of communicative disorders
- Provide carryover activities to parents and caregivers

Public School District 2007 – 2008
Speech Language Pathologist

- Provided speech and language therapy for students in Pre-K through 5th grade
- Assessed communication needs of students through screenings and formal evaluations
- Developed goals for Individualized Education Plans through collaboration with teachers and parents

2. EXPERIENCE, EXPERTISE, CAPABILITIES

a. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

Orange Tree Staffing (OTS) understands the complex nature of district procedures and protocols, especially as it relates to staffing shortages, budget constraints, and Federal and State compliance. Our 25 years of industry experience paired with our exposure to the diverse range of school districts across the United States has led to an exceptional ability to identify unique district needs and limitations and respond by offering innovative solutions that address such obstacles in a timely, professional, and satisfactory manner.

In response to our experience and observations of the industry, OTS offers a comprehensive, proactive, and people centered approach to staffing that aligns with **Waterbury Public Schools** goal of ensuring high-quality, educationally relevant services for students. Consequently, this commitment to apply the entire organization combined with our unmatched approach to recruitment, placement, and on-going support results in seamless transitions, transparent communication, exceptional contractor retention rates, and most importantly, happy students, parents, and school officials.

The OTS mission, to "**Build and Inspire Growth**", is founded upon a belief that every student, regardless of ability or disability, deserves access to an equitable education; a mission accomplished by maximizing student outcomes through providing exceptional allied health professionals eager to make a difference in their respective communities. The Orange Tree Staffing model is built upon four pillars that serve as the foundation of our business practices: **Recruitment**, **Screening & Placement**, **Support & Retention**, and **Technology Integration**.

Orange Tree Staffing: Four Pillars

Strategic and Targeted Recruitment

OTS's recruitment team is constantly sourcing and building relationships with therapists by understanding school-specific needs such as population type, age group, and location. Our strongest recruitment channel, referrals, reflects the trust and credibility we've built within the therapy community. Our ongoing communication with licensed professionals, educational institutions, and professional associations ensures a deep, reliable talent pipeline. This means the district will receive candidates who are not only qualified but also aligned with your mission from the start.

Rigorous Screening and Tailored Placement

Our candidates undergo an intensive screening process, including license verification, school-based experience review, skill assessments, background and fingerprint checks, and in-depth interviews that evaluate passion, long-term goals, and commitment to student success. We present only the most qualified professionals, customized to your specific environment and student population. We're not just filling positions–we're building teams that create lasting student impact.

Professional Support and Long-Term Retention

Each placement is followed by a structured orientation and ongoing mentorship. We train our therapists on school-specific documentation, policies, CRM systems (e.g., Accelify), and procedural expectations. Each new hire is paired with a team lead who offers case-based guidance, mentoring, and technical assistance–ensuring immediate productivity and long-term confidence in the role. Our on-going support results in exceptional retentions rates. The OTS retention model is based on meaningful professional relationships, ongoing CEU access, career support, mentorship, and weekly pay with stipends for onboarding costs. We check in regularly with both therapists and school contacts, ensuring alignment, timely feedback, and problem-solving. This commitment to growth and development translates into continuity of services, improved student outcomes, and reduced turnover.

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Advanced Technology Integration and Speed:

OTS leverages technological programs and recruitment management platforms that integrate candidate tracking, job order management, analytics, and credentialing. We can match candidates with positions in seconds, post directly to major job boards, run data-informed outreach campaigns, and streamline onboarding. For the district, this means faster response times, higher-quality matches, and a smoother administrative experience.

OTS Delivers More Than Staffing; We Deliver Outcomes

Immediate, Rapid Response:

Our district partners are scattered across the United States, with one even separated for the US mainland. This discrepancy in location requires remarkable flexibility to accommodate various timezones; additionally, the differing protocols and procedures of each school district in varying states paired with the uncertainties of staff call-outs or leave creates a chaotic formula demanding districts have the support they need *when* they need it. As a result, the Orange Tree Staffing team is available **24/7** to accommodate the needs and challenges of each district partner.

Team-Based Success Model:

Each district partner is supported by a team lead– experienced therapists, like Allison Anderson, CCC-SLP and Lissa Jarmel-Wright, CCC-SLP who provide mentorship, compliance oversight, and case management support. Our team-based approach aims to foster collaboration between therapists and school staff, building trust, creating consistency, and resulting in student-centered solutions.

Our strength lies in our ability to listen, adapt, and align with each district's unique needs. For our district partners, that means:

- Higher candidate quality
- Faster response times
- Stronger compliance support
- Greater consistency in service delivery
- A long-term, collaborative relationship built on shared values

We're here to serve not just as a staffing agency, but as a **true partner in student success**

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b. SUMMARY OF RELEVANT EXPERIENCE

b. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. Additionally, please list any contracts or purchase orders in the last (3) years between the proposer and any agency of the City of Waterbury: Orange Tree Staffing, LLC has had no contracts or purchase orders from any agency of the City of Waterbury.

Orange Tree Staffing, LLC (OTS) currently provides allied health services across 26 US states and territories, expanding to several school districts within each over the last three years. OTS' most recent expansion efforts include school districts in New York (NY), Rhode Island (RI), and Pennsylvania (PA). Across these states, OTS has successfully placed numerous Speech-Language Pathologists (SLPs), Occupational Therapists (OTs), Physical Therapists (PTs), Nursing personnel, Certified Educators, and other specialized professionals. Our team has delivered services in key metropolitan areas such as New York City, Providence, and

Mount Vernon City School District (MVCSD) serves over 8,000 students across more than 11 elementary/middle schools and two high schools. In 2023, OTS was awarded to provide speech speech-language pathology and other special education services. Throughout our partnership with MVCSD, OTS has provided bright and talented professionals who have made a profound difference with the students of MVCSD. Currently, OTS has nurses and school psychologists providing services to the district.

The Providence Public School District (PPSD) consists of 37 learning sites, serving approximately 22,000 students. Throughout our partnership with PPSD, OTS has provided skilled Speech-Language Pathologists (SLPs), Occupational Therapists (OTs), and Physical Therapists (PTs) who have made a meaningful impact on students' lives. In addition to supporting PPSD, OTS also offers similar services to another school district in the Providence area on an as-needed basis. Across the region, our team of therapy, nursing, and educational professionals includes more than 20 certified personnel dedicated to making a difference for students and the broader Providence community.

The School District of Philadelphia (SDP) located in Pennsylvania has about 151 Elementary and K-8 Schools, 16 Middle Schools, and 57 High Schools. As of August 2024, district enrollment is approximately 198,000 students. OTS was awarded to provide speech-language pathologists, occupational therapists, physical therapists, and other various allied health professions to SDP in 2023. OTS currently provides therapy services for multiple schools within the district on an as-needed basis. OTS has worked diligently with primarily speech-language pathologists in the area to meet the needs of the school district.

School District Partnerships:

Connecticut (CT)
Achievement First CS
Windham PS

Delaware (DE)
Appoquinimink SD
Brandywine SD
Caesar Rodney SD
Colonial SD

Maryland (MD)
Calvert County PS
Cecil County PS
Harford County PS
Howard County PSS

New York (NY)
Achievement First CS
Comsewogue SD
Deer Park UFSD
Hicksville UFSD
Mount Vernon CSD
Valley Stream District 30

Virginia (VA)
Chesterfield County PS
Spotsylvania County PS

Rhode Island (RI)
Achievement First CS
Woonsocket ED
YouthBuild Preparatory Academy

Washington D.C. (DC)
BASIS DC CS
Goodwill Excel Center

Pennsylvania (PA)
SD of Philadelphia

OTS Northeastern Region

ORANGE TREE STAFFING

COMPLETE LISTING OF OTS SCHOOL DISTRICT PARTNERSHIPS

Please note OTS has 680+ Allied Health Professionals placed across the listed school districts of which majority are Speech Language Pathologists (SLPs)

Arizona (AZ)
- Arizona Autism CS
- Avondale ESD
- BASIS AZ CS
- Casa Grande ESD
- Deer Valley USD
- Dysart USD
- Glendale UHSD
- Leona Group Schools
- Littleton ESD
- Paradise Valley USD
- Peoria USD
- Scottsdale USD
- Tempe ESD
- Tucson USD
- Washington ESD

Arkansas (AR)
- BASIS Arkansas (SAS)
- Little Rock SD

Colorado (CO)
- Academy SD 20
- Jefferson County PS
- St. Vrain Valley SD

Connecticut (CT)
- Achievement First CS
- Windham PS

Delaware (DE)
- Appoquinimink SD
- Brandywine SD
- Caesar Rodney SD
- Colonial SD

Georgia (GA)
- Atlanta PS
- Clayton County PS
- Cobb County PS
- Dekalb County SD
- Douglas County SD
- Forsyth County PS
- Fulton County SD
- Gwinnett County PS
- Richmond County SS

Tennessee (TN)
- Memphis-Shelby CS

Washington (WA)
- Puyallup School District

Florida (FL)
- Alachua County PS
- Brevard County PS
- Broward County PS
- Capstone Academy CS
- Collier County PS
- Duval County PS
- Escambia PS
- Flagler PS
- Glades County PS
- Hillsborough County PS
- Indian River County PS
- Lake County PS
- Leon County PS
- Manatee County PS
- Martin County PS
- Miami-Dade County PS
- Okaloosa County PS
- Orange County PS
- Osceola County PS
- Pasco County PS
- Palm Beach County PS
- Pinellas County PS
- Polk County PS
- St. Johns County PS
- St. Lucie County PS
- Santa Rosa PS
- Sarasota PS
- Seminole County PS
- Sumter County PS
- Volusia County PS

Illinois (IL)
- Chicago PS
- ReGenerations CS

Louisiana (LA)
- BASIS LA CS
- NOLA PS

Maryland (MD)
- Baltimore City PS
- Calvert County PS
- Cecil County PS
- Harford County PS
- Howard County PSS

Michigan (MI)
- Waterford School District

Nevada (NV)
- Clark County SD
- Washoe County SD

New Mexico (NM)
- Bernalillo PS
- Rio Rancho PS

New York (NY)
- Achievement First CS
- Comsewogue SD
- Deer Park UFSD
- Hicksville UFSD
- Mount Vernon CSD
- Valley Stream District 30
- Yonkers PS

North Carolina (NC)
- New Hanover CS
- Onslow County Schools
- Wake County PS

Ohio (OH)
- ReGenerations CS
- United Schools

Oklahoma (OK)
- Oklahoma City PS

Pennsylvania (PA)
- SD of Philadelphia

Rhode Island (RI)
- Achievement First CS
- Woonsocket ED
- YouthBuild Preparatory Academy

South Carolina (SC)
- Charleston County SD
- Greenville County Schools
- Greenwood SD #50
- Horry County Schools
- SD of Newberry County
- Rock Hill SD
- Spartanburg County SD #6

Virginia (VA)
- Chesterfield County PS
- Spotsylvania County PS

U.S. Virgin Islands (USVI)
- Island of St. Croix
- Island of St. Thomas
- Island of St. John

Washington D.C. (DC)
- BASIS DC CS
- Goodwill Excel Center

Texas (TX)
- Allen ISD
- Alief ISD
- Arlington ISD
- Aldine ISD
- Austin ISD
- Bastrop ISD
- BASIS TX CS
- Beta Academy
- Big Spring ISD
- Birdville ISD
- Boerne ISD
- Brownsville ISD
- Clear Creek ISD
- Crowley ISD
- Dallas ISD
- Dayton ISD
- Del Valle ISD
- Fort Bend ISD
- Garland ISD
- La Porte ISD
- Harmony PS
- Houston ISD
- Humble ISD
- Hurst-Euless-Bedford ISD
- IDEA PS
- Irving ISD
- Katy ISD
- KIPP TX CS
- Lamar County ISD
- Lewisville ISD
- Manor ISD
- McAllen ISD
- Meridian World School
- Mesquite ISD
- New Caney ISD
- North East ISD
- Pasadena ISD
- Pearland ISD
- Red Oak ISD
- Richardson ISD
- Socorro ISD
- Spring Branch ISD
- Texas City ISD
- Tyler ISD
- Waller ISD
- Waxahachie ISD
- White Settlement ISD
- YES Prep PS

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REFERENCES

The following information shall be provided for each organization listed under this subsection: Organization name and the name, title, address, and telephone number of a responsible contact person. Nature of services provided and dates services started and completed. Please indicate, for each assignment if it was completed within the original contract timeframe and budget. If not, please explain: All projects are on-going as we continually provide staffing services to each school district partner. All contracts have remained within the budget set forth or negotiated between Orange Tree Staffing, LLC and respective school district partner.

OTS experience and history providing services literally speaks for itself. We enjoy what we do and are very proud of OTS staff we work with on a daily, monthly, yearly and long-term basis. The references included in this bid reflect experience and similar services provided to school districts. They contain words of gratitude, appreciation and are a testament of the commitment to the students, school staff, family, the community, and most importantly our dedication to the students. Below are educationally relevant references which OTS has provided services.

UCP of Central Florida

Years of Service: 2013-2025

UCP of Central Florida consists of seven public charter schools serving kids with and without disabilities in Orange, Osceola and Seminole counties. Founded in 1955 to help children with cerebral palsy. UCP has evolved to provide education, therapy and support for children with and without disabilities. OTS has and currently provides a mix of education based full and part-time therapists that have included OTs, PTs and SLPs. UCP utilizes OTS therapy services on an as needed basis and obtains a Letter of Agreement for specified contract terms.

Contact: Dr. Irma Rosa, Sr. Director of Therapy Practices
Address: 4780 Data Court, Orlando, FL 32806
Phone: (407) 852-3316 | Email: irosa@ucpcfl.org | F: (407) 852-3301

St. Johns County Public Schools (SJCPS)

Years of Service: 2013-2025

St. Johns County Public Schools has over 34,000 students and is the largest employer in St. Johns County, Florida, with 4,388 full-time and part-time employees. It is home to the oldest school in Florida. Recently, SJCPS was voted first in the State out of 67 districts in total FCAT points for the past six years and is home to three of the nation's best high schools. OTS was awarded: Bid #: 2013-07 and subsequent year to provide speech language pathologists. OTS currently provides therapy services for multiple schools within the district on an as-needed basis and has grown a base of therapists within the area who have made life long impacts on the students we serve.

Contact: Holly Nover, ESE Program Specialist
Address: 40 Orange Street, St. Augustine, FL 32084
Phone: (904) 547-6060 | Email: holly.Nover@stjohns.k12.fl.us | F: (904) 547-7544

Pasco County Public Schools (PCPS)

Years of Service: 2013-2025

Pasco County Public Schools has 74 traditional public schools (46 elementary, 15 middle schools, 13 high schools) and 4 education centers serving approximately 61,300 students. OTS was awarded: Bid #: 13-038-PH, Licensed Speech Language Pathologists. The first year of this contract was effective July 1, 2013 and is current to date. OTS has over 20 SLPs currently providing services for the school district, within public, private, community preschool, home based and juvenile correctional centers. OTS has been awarded BID #: 18-001-DR to continue to provide services for another 5 years.

Contact: Glennda McCallister, Supervisor, ESE Department
Address: 7227 Land O' Lakes Blvd. Land O' Lakes, FL 34638
Phone: (813) 794-2602 | Email: gmccalli@pasco.k12.fl.us | F: (727) 794-2117

UCP of Central Florida

February 6, 2024

To Whom It May Concern,

This is to attest that UCP of Central Florida has been conducting business with Orange Tree Staffing for the past eleven years. OTS has a solid reputation in the local, state, and national arenas. As a staffing agency it has provided our non-profit organization with highly qualified physical and occupational therapists and speech language pathologists while keeping reasonable rates. OTS staff's high ethical compass and excellent customer service allow us to work with them in an effortless manner. If any challenging situation arises, OTS addresses it with a sense of urgency and high level of professionalism.

If any additional information is needed, don't hesitate to reach out to me via email at irosa@ucpcfl.org.

Respectfully,

Irma J. Rosa- Cains, PT, DPT, C/NDT

Sr. Director of Therapy Practices

Therapy Department - Site Coordinator of Clinical Education

UCP of Central Florida

Pasco County Schools
Dr. John Legg, Superintendent of Schools
7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

March 24, 2025

Letter of Reference: Orange Tree Staffing

Orange Tree Staffing has been partnering with Pasco County Schools since 2011 as a vendor. They have provided our district with quality Speech-Language Pathologist (SLPs), Occupational Therapists (OTs), Physical Therapists (PTs), and Licensed School Psychologists when we have been unable to fill vacancies. Orange Tree Staffing has assisted our district in continuing to provide necessary services to our students. They are our top provider of contract staff. On average Orange Tree Staffing has provided us with a minimum of 15 contractors up to 40 continuously each year, ranging from part-time to full-time. The contract staff provided have always been skilled in their discipline, highly effective at providing services to our students, and effective at meeting our overall needs.

Mardly Smith, the owner, personally provides excellent customer services, onsite support, and problem solving as needed. Collaboratively we have worked to figure out creative ways to fill our vacancies, stretch allocations, and improve the contract onboarding process. She has personally visited our district every year since being awarded our bid. If Mardly is in the area, she will schedule a drop-in to check on our needs, follow up on placed contractors, and/or to provide support to contractors. She personally responds to emails and phone calls within the same day. This support is extremely valuable when trying to fill all the vacancies needs within the district.

Overall, the staff at Orange Tree Staffing are very attentive and helpful. The company continues to grow yet we can always reach out and get a familiar voice to speak to when we call. It is extremely valuable when you call to speak to someone who is familiar with your district's needs, can meet your needs, as well as answer your questions. Their billing department has remained consistent over the years and provides timely accurate billing. If there are any errors or questions, we can get resolution expediently.

Over the years, Orange Tree Staffing has proven to be a company that not only provides quality therapists/clinicians, superior customer service, efficient and accurate billing, but most of all one that genuinely cares about their business partners. I am excited to continue our partnership with Orange Tree Staffing for many years to come.

If you have any questions or would like additional information, please contact me directly.

Regards,

Glennda McCallister

Glennda McCallister, Supervisor
Student Support Programs and Services
gmccalli@pasco.k12.fl.us

Exceptional Student Education

40 Orange Street
St. Augustine, Florida 32084
(904) 547-6037
FAX: (904) 547-6074
www.stjohns.k12.fl.us/ese

Jessica Richardson
Senior Director

Michelle Curtin
Director

March 24, 2025

To Whom It May Concern,

Re: Orange Tree Staffing

Since 2013, St. Johns County School District has partnered with Orange Tree Staffing (OTS) to fill part-time and full-time Speech Language Pathologist (SLP) positions. Each year, OTS has provided knowledgeable and adaptable candidates who meet the diverse needs of our students.

OTS consistently delivers candidates at the beginning of the school year, throughout the year, and for both short-term and long-term needs. Their communication is timely and responsive, and they are always willing to accommodate the district's requirements. OTS maintains a professional and collaborative approach, ensuring they are available to address any questions that arise without being overly aggressive or communicative.

I highly recommend Orange Tree Staffing for their ability to match the best SLP candidates with the specific needs of our district and schools.

Sincerely,

Holly Nover
Holly Nover, MA, CCC/SLP
ESE Program Specialist for Speech Language Pathologist
St. Johns County School District
904-547-6060, holly.nover@stjohns.k12.fl.us

ADDITIONAL REFERENCES

Barbara Kleinsorge, Supervisor, Student Support P&S
Pasco County Public Schools
7227 Land O' Lakes Blvd. Land O' Lakes, FL 34638
P: (813) 794-2323 | E: bkleinso@pasco.k12.fl.us

Bill R. Tomlinson, Executive Director, ESE Services
St. Lucie Public Schools
9461 Brandywine Lane, Port St. Lucie, FL 34986
P: (772) 429-4576 | E: bill.Tomlinson@stlucieschools.org

Dr. Heather Willis-Doxsee, Ed.D, ESE Coordinator
Leon County Schools
2757 West Pensacola Street, Tallahassee, FL 32304
P: (850) 561-8953 |E: willis-doxseeh@leonschools.net

Heather McCabe, M. S. CCC-SLP, EE/SS Supervisor
Duval County Public Schools
1701 Prudential Drive, Jacksonville, FL 32207
P: (904) 348-5151 | E: McCabeH1@DuvalSchools.org

Dr. Bernie Alonso, Ed.D, M-DCPS In School Nursing Program
Miami-Dade County Public Schools
1450 NE 2nd Ave # 912 Miami, FL 33132-1308
P: (786) 268-4757 ext. 2301 | E: balonso@dadeschools.net

Michelle Rutilius, Director of Health Services
Orange County Public Schools
445 W. Amelia St., Orlando, FL 32801
P: (407) 317-3200 ext. 2004085 | E: michelle.rutilius@ocps.net

Sylvia Schaffer, Ed.D., Senior Director, OCPS Health Services
Orange County Public Schools
445 W. Amelia St., Orlando, FL 32801
P: (407)317-3200 Ext. 2005503 | E: sylvia.schaffer@ocps.net

Katey Bender, Special Education Administrator
Washoe County School District
425 East Ninth Street Reno, NV 89520-3425
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Deborah Llewellyn, MS CCC-SLP, Supervisor SLP
Hillsborough County Public Schools
1202 East Palm Ave., Tampa, FL 33605
P: (813) 273-7520 | deborah.llewellyn@hcps.net

Cynthia Mesa, OTR/L, C/NDT|District Coordinator, ESE
Broward County Public Schools
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P: (754) 321-3400 | cynthia.mesa@browardschools.com

Erika M. Timpe, Ph.D., Coordinator of Therapy Services
Victory Ridge Academy
427 Burns Ave., Lake Wales, FL 33853
P: (863) 679-3338 | E: erika.timpe@victoryridge.org

Joan Clark, Program Planner, ESE Department
Palm Beach County Public Schools
3300 Forest Hill Boulevard, Suite A-203, WPB, FL 33406 P: (561) 434-8066 | E: joan.clark@palmbeachschools.org

Katherine Richmond, Support Specialist
Dysart Unified School District
15802 N Parkview Pl, Surprise, AZ 85374
P: (623) 876-7866 E: katherine.richman@dysart.org

Dr. Chang Robbins, CCC-SLP, ESE Department
Atlanta Public Schools
130 Trinity Ave. SW, Atlanta, GA 30303
P: (404) 802-2689 | E: ccrobbins@atlanta.k12.ga.us

c. PERSONNEL LISTING

c. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual qualifications and experience in the subject area

Upon award of the RFP and District notification of openings, OTS Recruitment Specialists will mobilize instantly, presenting pre-screened, credentialed candidates along with professional profiles, licensure, and references. Should replacements be needed at any point, our ongoing recruitment efforts ensure that the recruitment pipeline is full of backup candidates ready to step in at any moment. More information regarding our recruitment and placement practices may be found under the **Work Plan** section of this proposal.

In addition to resumes, Orange Tree Staffing provides the following information to our clients:

Once the District notifies OTS of open opportunities, we will forward assigned school staff representative(s) a copy of the therapist professional profile, resumes and current license and ASHA certification. OTS will also forward a completed skills checklist, two or more professional work references and a **Waterbury Public Schools** compliant background check that meets all district requirements.

The District will have the opportunity to interview candidates before making a final decision. In addition, OTS requires each professional to sign a "Privacy and Confidentiality Agreement," and provide OTS with any additional licenses and/or certifications that apply or they obtain. This information is kept active throughout the duration of the bid and after.

For your review, the following pages contain an example of the OTS:

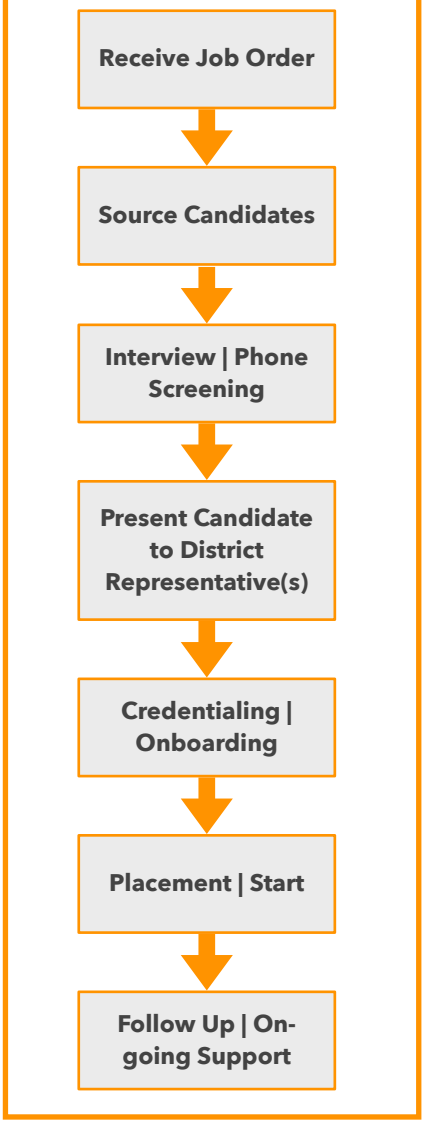
- Skills Checklist
- Work Reference

Resumes included within this bid are **samples** of the type and quality of therapists OTS would provide the district. For that reason there are no phone numbers, email addresses, or anticipated start dates included. If there is any additional information requested, please inform OTS and we are happy to provide it.

Types of resume samples included within this section:

- Speech-Language Pathologist (SLP)

Overview of Staffing Process



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Professional Profile:

Michele Azumbrado-SantaMaria, CCC-SLP – Dedicated and licensed Speech-Language Pathologist with extensive experience delivering speech and language services across educational settings. Skilled in conducting comprehensive assessments, developing individualized treatment plans, and collaborating with interdisciplinary teams to support student success. Demonstrated proficiency in in-person environments, working with diverse populations across age ranges and communication disorders. Committed to evidence-based practice, inclusive education, and fostering meaningful communication outcomes for all learners. Michele is committed to continuing to "**build and inspire growth"** within every student.

Resume:

Michele Azumbrado-SantaMaria, CCC-SLP

EDUCATION:

Ed.S. in Educational Leadership – Curriculum & Instruction
Regent University, Virginia Beach, VA

Masters of Speech Language Pathology
Brooklyn College, Brooklyn, NY

Bachelor of Music and Speech Pathology
Brooklyn College, Brooklyn, NY

CERTIFICATIONS:

Licensed Speech-Language Pathologist
Certificate of Clinical Competence | **ASHA**

PROFESSIONAL EXPERIENCE:

Orange Tree Staffing - School District **2023 - Present**

Speech Language Pathologist

- Conducts speech-language screenings for students with suspected exceptionalities.
- Administers formal and informal (ongoing & curriculum-based) assessments.
- Analyzes and interprets information to make recommendations regarding speech-language services.
- Plans and implements evidence-based interventions appropriate for individual students.
- Collaborates/consults with classroom teachers in the management of speech-language services.
- Provides consultative services to teachers- parents- administrators- and allied agencies in order to integrate speech-language goals into the classroom- other educational programs- and the home environment.
- Assures placement of students in the speech-language program and develops and implements speech-language goals/objectives on individualized education plans according to established due process procedures

ORANGE TREE STAFFING

Professional Profile:

Vivian Chan, CCC-SLP - Vivian is a reliable and top-performing Certified Speech-Language Pathologist with Certificate of Clinical Competence (CCC). She has worked with grades from early childhood preschool to high school and is committed to fostering a positive learning environment and helping students attain their speech goals. Vivian has extensive knowledge in working with students with autism, learning disabilities, chronological disorders, articulation, and other speech needs, as well as in evaluating, diagnosing, and developing comprehensive IEPs to meet students' needs. Vivian looks forward to making an impact with students.

Resume:

Vivian Chan, CCC-SLP

CERTIFICATION:

- SLP State Certified
- Certificate of Clinical Competence in Speech-Language Pathology | **ASHA**
- Lee Silverman Voice Training (LSVT)
- The Modified Barium Swallow Impairment Profile: MBSImP [Standardized Training and Reliability Testing
- Teacher of Students with Speech and Language Disabilities (TSSLD)
- CPR & AED & First Aid

EDUCATION:

Master of Science in Speech Language Pathology
Yeshiva University (The Katz School of Science and Health) – New York, NY

Bachelor of Arts in Communication Sciences & Disorders
CUNY Queens College – Queens, NY

PROFESSIONAL EXPERIENCE:

Orange Tree Staffing- School District **2024 – Present**
Speech Language Pathologist

- Conduct thorough assessments to identify speech and language disorders in students.
- Collaborate with teachers and other school staff to gather relevant information for assessment purposes.
- Develop and implement individualized treatment plans tailored to each student's specific needs and goals.
- Provide evidence-based therapeutic interventions to improve communication skills.
- Collaborate with teachers, parents, and other professionals to integrate speech and language goals into the overall educational plan.
- Attend and actively contribute to Individualized Education Program (IEP) meetings.
- Regularly assess and monitor students' progress in achieving speech and language goals.
- Adjust treatment plans as needed based on ongoing assessment and collaboration with stakeholders.
- Maintain accurate and up-to-date records of assessments, treatment plans, and progress reports.
- Provide clear and concise reports to parents, teachers, and other relevant stakeholders.
- Stay abreast of current research and best practices in the field of speech-language pathology.
- Participate in professional development opportunities to enhance knowledge and skills.

ORANGE TREE STAFFING

Professional Profile:

Allison Anderson, M.S., CCC-SLP – Allison is a high-energy, enthusiastic and dependable individual who excels in challenging and competitive environments. Independent and capable of managing multiple tasks, employees, and clients. Has a passion and desire to work with the pediatric community with specific interest and experience in the area of children with developmental delay, articulation and language disorders, specific language impairment, feeding and swallowing disorders, autism spectrum disorders, auditory processing disorder, intellectual disability, Down syndrome, dyslexia, and cerebral palsy.

Resume:

Allison Anderson, M.S., CCC-SLP

EDUCATION:

Masters Of Science in Speech-Language Pathology
University of Central Arkansas, Conway AR

Bachelor of Science in Communication Sciences and Disorders
University of Central Arkansas, Conway AR

CERTIFICATIONS:

Licensed Speech-Language Pathologist

PROFESSIONAL EXPERIENCE:

Orange Tree Staffing | School District 2024 – Present
Speech-Language Pathologist

- Manage a caseload of students in a public school setting, servicing two schools
- Conduct evaluations, develop treatment plans, schedule and implement treatment sessions
- Maintain daily, monthly, and quarterly progress documentation
- Collaborate with and support classroom teachers to address students' needs

Thrive Therapy/Clarksville School District, Johnson County, AR 2023 – 2024
Speech-Language Pathologist

- Managed a caseload of 70 students in a public school setting, providing supervision to SLPA's
- Responsible for evaluations, treatment plans, scheduling and implementation of treatment
- Maintained daily, monthly and quarterly progress documentation
- Collaborated with and supported classroom teachers to support students needs

Independent Contractor/Various Public School Districts, Easterseals, AR 2016 – 2023
Speech-Language Pathologist

- Managed a caseload of over 45 students in multiple public schools, spanning early education through 12th
- Conducted evaluations, developed treatment plans, and implemented therapies in articulation, phonology, receptive and expressive language, fluency, and pragmatic/social skills
- Maintained daily, monthly and quarterly progress documentation handled due process using SEAs
- Collaborated with therapist and teachers to support children's classroom needs

d. CONFLICT OF INTEREST

d. Disclose any current (within the last 3 years) business, financial, personal, or other types of relationships which may pose a conflict of interest.

Orange Tree Staffing, LLC has no business, financial, personal or other type of relationship that would pose as a conflict of interest.

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3. STATEMENT OF QUALIFICATIONS AND WORK PLAN

a. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project

Orange Tree Staffing's current workload is continually growing, fostering new partnerships by relying on three key qualifications: our **national presence**, our **decades of experience** in the industry, and our **tailored approach** to staffing solutions. Expanding services to **Waterbury Public Schools** affords OTS the opportunity to further extend our mission of "building and inspiring growth" to the students, families, and school officials of Connecticut. We welcome the opportunity to continue to make a positive impact with the children in our communities, both in and outside the classroom setting.

National Presence

OTS provides services to hundreds of school districts across 26 US States, including the US Virgin Islands. Our national presence requires an immense repertoire of knowledge regarding State and Federal education processes, protocols, laws, and regulations. Each state, each district, and each school operate with varying degrees of difference, requiring extreme flexibility, in-depth knowledge, and immediate responsiveness.

Decades of Experience

Founded in 2010, Orange Tree Staffing has commanded an industry presence for over 15 years. OTS founder and owner, Mardly R. Smith, reinforces this level of experience with her own contribution of time and knowledge having spent decades in the industry, working previously at companies like Robert Half International and Delta-T Group & Kaleidoscope Family Solutions. Mardly and the leadership team specified in the *Points of Contact* section of this proposal lead through service and by example, and will act as the personnel assigned to Waterbury upon award.

Tailored Approach

OTS stands out from our competitors because we don't rely on the all too common "one size fits all" approach to providing staffing solutions. Recognizing the diverse needs, challenges, and constraints facing each district, OTS creates a customized plan to meeting the needs of school districts, encouraging collaboration with all parties and relying on a team-based success model.

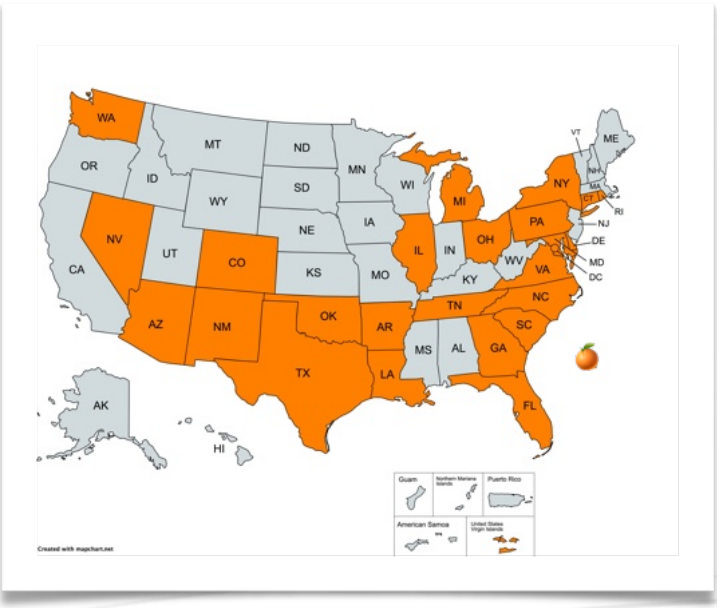
OTS BY THE NUMBERS

680+
ALLIED HEALTH PROFESSIONALS

140+
SCHOOL DISTRICT PARTNERSHIPS

26
US STATES & TERRITORIES

1
GREAT TEAM



OTS NATIONAL PRESENCE

1. Arizona
2. Arkansas
3. Colorado
4. **Connecticut**
5. Delaware
6. Florida
7. Georgia
8. Illinois
9. Louisiana
10. Maryland
11. Michigan
12. Nevada
13. New Mexico
14. New York
15. North Carolina
16. Ohio
17. Oklahoma
18. Pennsylvania
19. Rhode Island
20. South Carolina
21. Virginia
22. Tennessee
23. Texas
24. US Virgin Islands
25. Washington
26. Washington D.C.

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b. WORK PLAN

b. Please describe the approach that would generally be followed in undertaking the Scope of Services in Section C above.

THERAPY SERVICES: SPEECH-LANGUAGE PATHOLOGY

OTS speech-language pathologists provide support and services to students with communication disorders involving articulation, fluency, oral language, or voice. Services range from consultation to direct intervention and are provided for school age children. OTS SLPs provide comprehensive services for the prevention, assessment, diagnosis, and intervention of communication disabilities related to educational success, in accordance with federal and state regulations. Services focus on oral, gestural, and/or augmentative communication skills, reflecting consideration of best practices in the field of speech-language pathology. Services are individualized for each student, are based on the student's total educational program, and take into account the range of ability and performance of students within the school setting.

Speech Language Pathologists in Schools

The SLP serves as an integral member of the multidisciplinary team. The therapist collaborates with the educational team to facilitate communication needs for supporting schools curriculum frameworks in the classroom. Consultation concerning language activities with small groups or direct service to students is also provided.

Roles and Responsibilities

The speech-language pathologist communicates with families as to the child's language progress. Therapists utilize a variety of techniques and materials needed to develop and execute therapy in an appropriate and beneficial manner. These services may include programming and implementation of augmentative communication systems for nonverbal students to use of computer technology for developing visual supports for the classroom. SLPs are also expected to be a part of the Individualized Education Program (IEP) process. In this capacity, SLPs will assist in revising IEPs relevant to the students they work with, create measurable goals and objectives, and determine appropriate service models based on student needs.

Key Areas of Focus

Each of the below five categories can be further divided into specific subsets of various skills. Fluency in these skills are crucial to the growth and development of school-aged children.

Articulation
- Sound substitution
- Omission of sounds or syllables in words
- Difficulty with word decoding in reading

Auditory Processing Skills
- Difficulty with recall of information
- Unable to follow directions
- Poor understanding/expressing of ideas

Fluency & Stuttering
- Swallowing, also called dysphagia

Language
- Verbalizing
- Inability to speak
- Vocabulary acquisition
- Delayed development of vocabulary, concepts
- Sentence development and grammar
- Social interactions
- Inability to use different communication styles for different situations

Voice
- Chronic or acute voice quality, pitch, or volume

All OTS school-based therapists provide their services under the auspice of IDEA and follow the guidelines set forth by the school board and the State Department of Education. Services are designed to enable students to access the general curriculum, perform educational activities, participate in student activities and achieve set goals. The OTS team is committed to ensuring that the highest level of therapy service and support.

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Service Delivery Models

At the initial case study evaluation, eligibility is determined by the severity of the speech of the speech-language delay and impact on adverse effect in accessing the students educational program. Decisions about the service delivery model and the amount of therapy are determined through the SLP evaluation or re-evaluation.

At each evaluation or re-evaluation meeting, the student's communication progress pertaining to the relevant set goals will be reviewed. The type of service delivery model and amount of services will be determined based on:

- Level of communication skill development
- Presence of adverse effect
- Least restrictive environment

Therefore, a continuum of service delivery model(s) are provided to meet the student's communication stages as he/she advances through his/her educational programs each year:

- Direct/indirect SLP therapy services
- Co-teaching and modeling of language facilitation techniques
- Push in or pull out therapy services
- Consultation for communication development in school, home, and the community
- SLP Resources

Parent and Teacher Participation

Parent and teacher participation, support and reinforcement are vitally important to the long-term success of therapy efforts. Because a team approach is critical, OTS therapists strive to work closely with parents and teachers alike to share feedback, success stories, student strengths and weaknesses. Parents and teachers are a critical part of this team, which addresses issues such as eligibility, evaluation, program development, placement of services for the student and implementation of best therapy practices.

OTS therapists have found top reasons for parent & teacher participation:

- Parent & teacher involvement in education is a predictor of a child's academic success
- Good communication between parent, teacher and therapist at the school will alert them to any changes, such as new or achieved goals to be updated on the IEP
- Collaboration between the team will assist in educating parents and teachers as to how goals are educationally relevant and how to best implement them within the classroom setting
- Parent & teacher record keeping of student's ability to complete classwork and homework will alert them as to whether or not the student is achieving set curriculum and achieving set goals
- Ensuring student is in the proper placement will help student grasp the curriculum to their best ability
- Feedback from the teacher addressing academic discrepancies provides insight that will assist in planning and goal setting
- Working on goals in both the school and home environment consistently will help students achieve better success and encourage self-confidence
- Parents, teachers and therapists share the same goal of preparing the student for independent living and life-long skills
- Our student's future is dependent on parents, teachers and those who interact with them on a daily basis to achieve their goals

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Individualized Education Programs (IEP)

IEP stands for Individualized Education Program, sometimes also referred to as an Individualized Education Plan. Formally created by the Individuals with Disabilities in Education Act (IDEA), IEP's create access to equitable education opportunities for students with delayed skills or other disabilities by requiring the implementation of specialized services such as customized learning strategies. IDEA created a legal framework for helping students who have learning or development difficulties. Compliance with IDEA, and consequently IEP's, is mandatory and necessary for the academic growth of all students.

What's In An IEP?

The IEP is a written statement of the educational program designed to meet the specific learning needs of the affected child. This document is critical in shedding light on how differences in ability, heath, and socioeconomic status between children influence their performance in the classroom. The IEP includes present levels of academic and functional performance, annual goals, measurements of progress, and what special education and related services will be provided to the student. Though the IEP is a legal document, it's designed to change as the student grows through the education system, reflecting the needs of the student as they change in size or scale.

Who Needs An IEP?

In order to receive special education services, students must possess a disability or disorder that *impacts* educational performance. While not an exhaustive list, students that have the following conditions benefit most from having an IEP: impairments affecting hearing, sight, speech or language; physical disabilities, attention deficit hyperactivity disorder (ADHD), emotional disorders, cognitive challenges, learning disabilities, autism, or other developmental delays.

10 Steps to an IEP

1. **Referral**
2. **Evaluation**
3. **Independent Evaluation (if requested)**
4. **Eligibility**
5. **Meeting Arrangement**
6. **IEP Meeting**
7. **IEP Implementation**
8. **IEP Reports**
9. **IEP Reviews**
10. **Reevaluations**

The "referral" is the first step in the context of special education services. A referral can be made either by the school district through. Teacher or school personnel involved in a student's education, or by a parent or guardian. If requested by a parent, the request for the evaluation must be in writing. The date of the referral is the date of written consent by the parent for an evaluation.

Within 14 school days after receiving the written request, the school district must decide whether or not to evaluate the child. If the district determines an evaluation is warranted, then the district must provide the parent(s) or legal guardian with the paperwork to provide formal written consent. This written, informed consent must be obtained before the evaluation can be conducted.

If the district determines that the evaluation is not necessary, it must notify the parent(s) or legal guardian in writing of the decision not to evaluate, and the reason(s) for that decision. There is then an appeal process, and the district is required to advise the parent(s) or legal guardian of their right to appeal.

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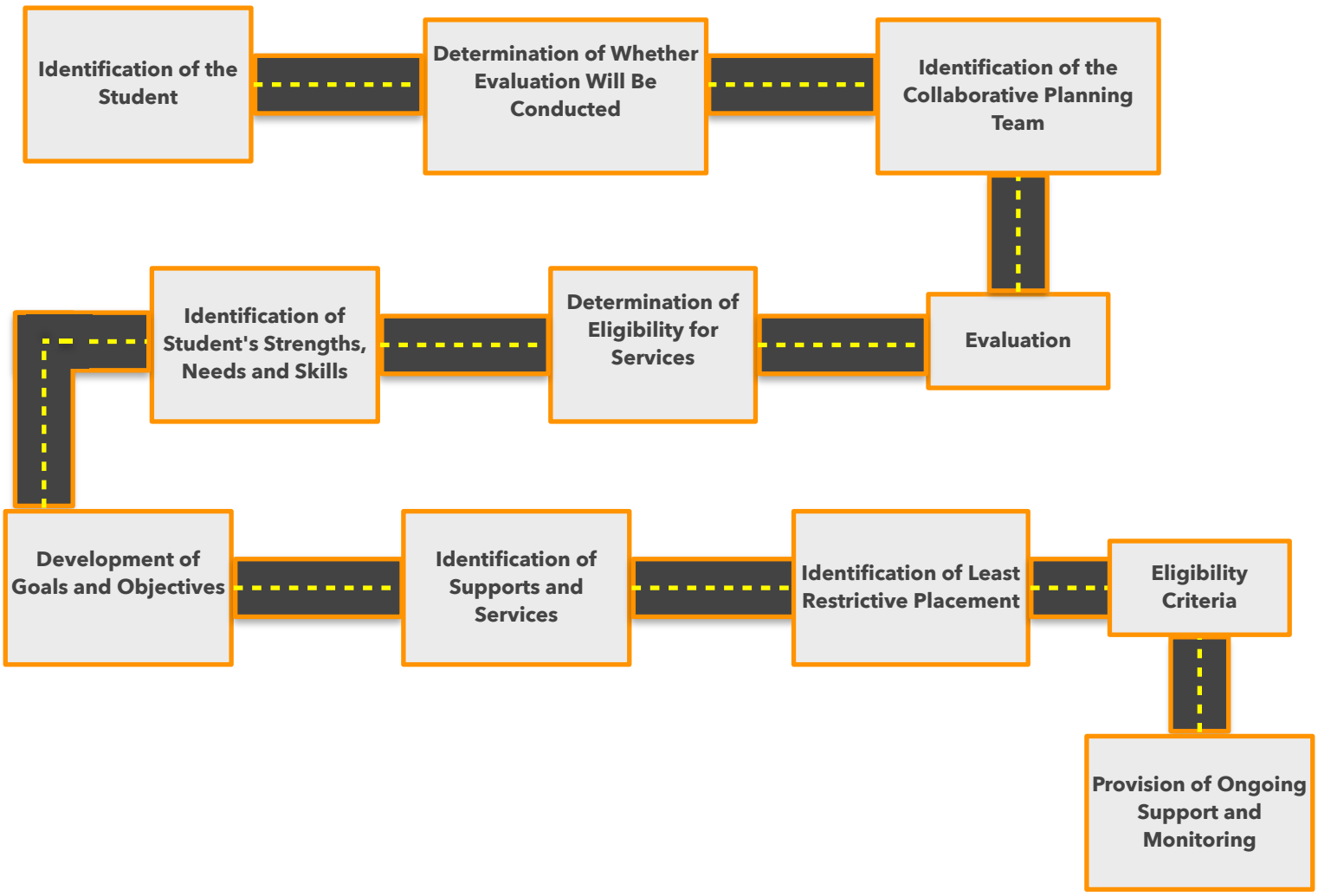
THE IEP PROCESS: A ROADMAP TO EQUITABLE EDUCATION

The IEP process begins with conducting evaluations, assessments and, in some cases, re-evaluations. A multi-disciplinary team and parents meet to determine whether the student requires exceptional education services. The development of an IEP requires the priorities of the student be meticulously considered. Designed to address the individual strengths and weaknesses of a student, the IEP is an avenue by which all relevant parties involved in the child's education come together as partners in educational decisions. By planning together, school staff and parents monitor and evaluate a program that exists to benefit the student.

The IEP is a road map that leads to an equitable education and the achievement of learning and growth goals. On this journey, the process is as important as the product which is why requesting, planning, implementing, and evaluating an IEP requires the collaboration of a diverse group of people: parents, educators, school administrators, therapists, health professionals, and most importantly, the student.

Therapy may be provided in small groups, individually, in the classroom through integrated therapy, or through co-teaching or support facilitation. In our continued efforts to support the school districts, the therapist pursues the following developmental process of an IEP ***(please note that these can/will be accommodated as requested by the school board).***



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THE IEP & SERVICE PLAN DOCUMENT:

While IEPs and Service Plans are similar, there exist subtle but important differences. An **IEP** is a written statement that describes the individual needs of a child with a disability enrolled in *public* schools who is eligible to receive special education and related services. The **Service Plan** describes the service(s) that a student with a disability may receive from the school district when the student is parentally placed in a *private* school. Although Service Plans must, to the extent appropriate, meet the IEP content requirements, students with Service Plans are not entitled to free appropriate public education (FAPE).

The IEP & SERVICE PLAN Frame:

Following the development of the IEP/Service Plan, it should be implemented no more than 30 days after the IEP/Service Plan has been written as directed by the School Board. SLP's shall collect data each week and report progress every 4.5 weeks. The team must meet at least annually for IEP review to discuss progress

The IEP and Service Plan:

Content	Characteristics	Purpose	Requirements
Any needed specialized equipment or materials	Current	Both documents should reflect that goals are annual plans; objectives are the intermediate steps necessary to reach annual goals	Parental signature
Instructional strategies fitted to the student's learning style	Clear and concise	Goals and objectives should be positive, observable, measurable, and directly linked to each individual student	Statement of Eligibility for Exceptional Student Education and/or Related Services
Techniques and activities designed to support the personal and social development of the student	Collaborative	Goals and objectives should be written for all aspects of the student's special education program experience	Current Educational Status
Evidence of a child-centered approach (based on students individual needs)	Comprehensive (including both strengths and needs)	Both documents should demonstrate an effective approach for fully immersing each individual student in their respective educational environment	Annual Goals
Age and grade appropriate content based on State and Federal learning standards	Accurate		Objectives
Specific details and accommodations related to the students needs	Effective at the beginning of each school year for every child with a disability who is receiving special education services from the district		
	Effective before special education and related services are provided		
	Implemented as soon as possible following the meeting		

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Student Education Program Must Include:

- Exemptions from general education program options and/or graduation requirements
- Accommodations, adaptations and/or exemptions from standardized tests
- Transition Plan (if applicable)
    - If transition services are needed, the IEP must include a statement to this effect along with the basis upon which that determination was made
- Statement and reason for length of time in the exceptional education program
- Language of instruction, if not English
- Statement describing the special education and/or related services
    - Frequency and duration of services
    - Date of service implementation
- Defined roles and responsibilities of specific school personnel for implementing the IEP
- The criteria, procedure and schedule to determine if the students' goals and objectives are being met.
    - Consists of a discussion of the frequency of progress reports and face-to-face meetings to evaluate student progress
- Exemptions from local disciplinary policies and/or procedures when applicable
- Details regarding specialized equipment or materials
- Instructional strategies tailored to the students' learning style
- Techniques and activities designed to support personal and social development
- Rationale for type of educational program and placement
- Planned schedule for the involvement of specialist(s) providing services to the student

Least Restrictive Environment

A key consideration for the planning and implementation of an IEP is whether or not the program offers the Least Restrictive Environment to the student in question. The **Least Restrictive Environment** describes the class and school setting the child would attend if they did not have a disability, or if not, a setting as close as possible to the general education setting the student would be a part of if they didn't have a learning/physical disability.

The opportunity for students with disabilities to learn alongside their non-disabled peers is crucial to the academic and social growth of disabled students. It serves as a solution to the concern that students with disabilities would have potential gaps in their learning, promoting relatively consistent progress across subjects and age groups.

The social and emotional benefits hold equal weight as well, with significant consequences. A less restrictive environment:

- Promotes friendly relationships and belonging
- Reduces stigma surrounding various disabilities
- Serves as an opportunity to grow self-esteem and confidence
- Attempts to create a more unified student population, helping students see themselves as part of the community rather than an isolated extension of it

The Least Restrictive Environment component of IEPs/Service Plans is an effective method of incorporating students with disabilities into the school system, protecting their dignity and promoting academic and emotional well-being.

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Standards of Practice

The roles and responsibilities of Therapists have changed over the years in response to legislative, regulatory, societal, and professional influences. Since inception, OTS has been committed to adhering and consistently updating our staff with current and new state laws and standards of practice within Therapy, Clinical, and Educational professions. OTS's position is that the mission of the school-based Therapist is to improve the communication abilities of students addressing prevention, assessment, evaluation, eligibility determination, caseload management, and intervention. We understand that as we grow we will continue to evolve and improve to deliver best practices and have each child reach their highest potential.

OTS Therapists follow the policies and procedures of the following organizations:

American Speech-Language Hearing Association (ASHA)

Connecticut Speech-Hearing Association (CSHA)

Connecticut Education Association (CEA)

Connecticut Department of Public Health

Connecticut State Department of Education

Education Testing Service (ETS)

As part of OTS's practices and standards, we are involved in and support local community therapy related programs. OTS has supported and assisted with the creation of Central Florida Pediatric Group. CFPG is a group who is dedicated to the mission of multi-discipline perspectives to collaborate, share evidence-based practices and local networking to improve services to children and families. Topics reviewed within these meetings include ASHA's stance, as well as educational legislation and regulations as it relates to therapy services. Guest speakers who are experts within their related allied health fields are invited to share valuable information as it relates to new ideas and legislative news. The goal is to pro-actively bring ideas that will have a positive impact on our children's therapy within a school, home or rehabilitative center. This collaboration of therapists brings innovative ideas and perspectives that will continue to develop the role of a therapist within an educational setting.

OTS follows the standards set forth by ASHA which states: "A core role of the speech-language pathologist is to participate as a member of a team in identifying students who may be in need of assessments to determine possible eligibility for special education or related services. These assessments assist in determining the presence of disabilities and eligibility/ineligibility for special education and related services under IDEA. It is necessary for the speech-language pathologist to examine the identification and assessment/evaluation process through the prism of legal and ethical codes, policies, procedures, and guidelines specific to the state or local education agency." *ASHA Guidelines*

Federal and State governments have been instrumental in obtaining rights for children with disabilities through the authorization of public laws. Practices defining speech-language pathologists' roles and responsibilities in schools today have been shaped in part by the laws and regulations, administrative policies and procedures, and court rulings that govern the provision of services to students with communication disorders. OTS Lead Therapists are actively involved within their field and enjoy bringing awareness to new ideas that will continue to positively form school-based delivery service models. OTS has established communications with community service groups, nonprofit charity organizations, allied agencies and business communities for the purpose of informing, educating and seeking new ideas and programs that will enhance our children's futures.

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Individual Education Plan (IEP) Frequently Asked Questions

We provide each therapist with access to a reference guide of "*Frequently Asked Questions*" within school settings, when typical questions may arise. This guide is to be used by therapists in conjunction with the student's IEP and guidance from the school district and educational team. The following is an example of "*Frequently Asked Questions*" that are answered through our *"FAQ"* reference guide:

- Does the therapist need to attend the IEP/Family Support Plan meeting?
- Does the therapist sign the IEP?
- Is the therapist held accountable for a student not achieving the IEP goals?
- How does the therapist decide how much time to provide therapy?
- What determines if a goal is educationally relevant?
- What information regarding therapy is included on the IEP?
- How are therapy goals integrated into a student's IEP?
- How descriptive does an IEP have to be?
- What functions can the SLPA/COTA/PTA perform in providing therapy services in the educational setting?
- What supervision is recommended for the Lead Therapist provide to the Assistant or CFY?
- Can the Assistant or CFY sign the Service Plan? (Private)
- Who writes the goals for the IEP? (Public)
- What are the district's responsibilities if they cannot find a therapist and therapy is listed on the student's IEP?
- Can a therapist provide consultative services?
- Can students be grouped for therapy? How many students within a group?
- While providing therapy to eligible students in a group setting can the therapist include students who are not eligible for therapy?
- Is a district obligated to reimburse a parent for private therapy?
- Is the therapist liable if a student is injured using equipment or adaptations the therapist has set up?
- What if the therapist does not recommend therapy and an administrator demands it?
- Are there caseload formulas that can be followed?
- Can a therapist refuse to provide a feeding program to a student who is a possible aspirator?
- If a parent or outside agency asks the therapist to recommend specific equipment or private therapy, what are the therapist's obligations to the school district?
- Is the therapist liable if a teacher places a student in a piece of equipment designed for another student?
- Does a therapist have to provide therapy to a three to five year old whose parents decline school placement?
- If a parent is requesting a specialized type of therapy (Sensory Integration or Neuro-developmental Therapy), must the school district provide it?
- How does a therapist determine eligibility for therapy using the Criteria for Educationally Relevant Therapy (CERT)?
- Who determines eligibility for therapy?
- How is the determination to dismiss a student from therapy made?
- Can an Advanced Registered Nurse Practitioner (ARNP) or a Physician's Assistant (PA) sign the medical prescription for therapy?
- What are the eligibility requirements for therapy for children in early intervention programs?
- Can therapy information on an individual student be shared with another district or state?
- Can therapy information on an individual student be shared with a reporter or attorney?
- How do I know I'm making a difference with the student?
- "Where" and "How" am I able to obtain additional training within a specific skill set?

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Resources for Building a Library of Materials

In response to ASHA Schools Special Interest Group's query: "What is one material/resource you could not survive without?", experienced SLPs throughout the country shared the following:

- ASHA's blog for School SLPs (must be a member of the Special Interest Group 16)
- Blender/Access points for School District
- Boardmaker free sharing site: https://br.boardmakershare.com/
- Brennen Bear' language therapy books (Listening for Language All Year Round is an example)
- Bringing Words to Life: also available from SLP Specialists
- crazyspeechworld.blogspot.com and speechroomnews.blogspot.com.
- Curricular materials
- Favorite apps: Let's do basic concepts, What is it?, Buddy bear-associations, wh?, categories, yes/no?, What does not belong?, Speech with Milo-sequencing, concepts, Artixpix, peek-a-boo barn, stop and go, toddler teasers-shapes, colors, quizzing, verbs with Milo, & SmartyEar Apps
- Fluency therapy: Fonate DAF app–free and Fonate Stretch app–free: http://www.fonate.co/
- Hodson's documents: http://www.expressionsspeech.com/cycles-documents
- http://pinterest.com/ follow SLPs
- Hear sounds & see tongue: http://soundsofspeech.uiowa.edu/index.html#english
- http://www.linguisystems.com/products/product/productmenu http://www.superduperinc.com/apps/apple.aspx (core curriculum apps under "FREE")
- https://apricotclinic.com/products
- https://kahoot.com/ for real time quizzes, games, and global learning opps.
- IEP goal development: http://www.naset.org/ and https://adayinourshoes.com/
- Jill Kuzma's Social Emotional Skill Sharing Site: https://jillkuzma.wordpress.com/
- Judy Montgomery's Bridge to Vocabulary: also available from SLP Specialists
- LAFs/MAFs on iPad
- Linguisystems Listening for Language, Vocabulary, and Artic All Year Round
- LiPs trainings
- Matt and Molly series
- Quia http://www.quia.com/
- Sara Smith's Expanding Expression Tool: also available from SLP Specialists
- Scholastic (books and more)
- Social mapping by Michelle Winner and the Expected vs. Unexpected scenarios
- Super Duper's Grammar Gumballs game
- SuperDuper wh question inference cards
- Teacherspayteachers.com
- Utility Cart, Clip board, Velcro, Mirror, Bubbles
- Visualizing/Verbalizing training: Kit may be available from SLP Specialists

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Language and Literacy Connection

ASHA's compendium of Evidence Based Practices
http://www.asha.org/Research/EBP/

ASHA's School based SLP Special Interest Group (SIG) Affiliates blog (membership required)

Autism and Asperger's
http://www.wrongplanet.net/

Boardmaker Share Site
http://www.boardmakershare.com/

Center for Applied Linguistics (CAL)
http://www.cal.org/topics/dialects/

Speech-Language-Hearing Association of CT (CSHA)
https://www.ctspeechhearing.org/

CPalms and iCPalms
http://www.cpalms.org/homepage/index.aspx

Dolch Words (Printable)
http://www.sightwords.com/sight- words/dolch/

Discovery Education
http://streaming.discoveryeducation.com/

Edmodo
https://palmbeach.edmodo.com/

Fitzgerald Key color coding sentence building system
http://www.bbbautism.com/pecs_fitzgerald_ke y.htm

Florida Center for Reading Research
www.fcrr.org

National Education Association (NEA) Resources and Materials tab
http://www.neafoundation.org/pages/nea- foundation-resources/

National Institute for Literacy: Put Reading First
http://lincs.ed.gov/publications/pdf/PRFbookle t.pdf

Partnership for Assessment of Readiness for College and Career (PARC)
http://parcc-assessment.org/

Pinterest for SLPs
http://pinterest.com/

Follow: Laura S. Enders, Nina Reeves, Sean Sweeney, Louise Valente, Lisa Varo, Prezi for Educators
http://prezi.com/prezi-for-education/

Readworks for Reading Comprehension K-7
http://www.readworks.org/

Reading Rockets: "For other professionals tab – SLP"
http://www.readingrockets.org/audience/profes sionals/asha

Social Thinking Learning Tree
http://www.socialthinking.com/what-is-social- thinking/social-thinking-social-learning-tree

Speaking of Speech
http://www.speakingofspeech.com/

The Classroom Reading KEY Vocabulary Building Program
Link to the FREE* Word Wall materials and directions - 9 weeks at each grade level 1st – 6th *The first 9 weeks free, thereafter a fee.
http://www.tampareads.com/readingwall/class /index.html

Teacher Tube
https://www.teachertube.com/

Teaching Channel
https://www.teachingchannel.org/

Visual Dictionary
https://infovisual.info/en

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Summary: Scope of Services

Our unmatched commitment to exceeding the expectations of school district partners means that **OTS will**:

- Provide therapy services in accordance with the School District and their Exceptional Student Education (ESE) Department, prioritizing candidates with Pre-K-12 experience
- Provide currently licensed therapists that are certified through the State Board of Examiners for Speech-Language Pathology and Audiology along with the Professional Licensing Boards Division of the Office of the Secretary of State.
- Report to the Program Specialist and/or Curriculum ESE Supervisor regarding services under this RFP
- Provide the following services, including but not limited to:
    - Initial student evaluations, small group or individual therapy, attendance record-keeping, assistant supervision, progress report preparation and therapy note-taking
    - Creating a therapy plan of care, IEP/Service Plan development, RTI and dismissal staffing, in-service meetings as requested, consultation with parents, school/district staff, and physicians, completion of appropriate documentation as requested by the school district
- Expect compensation for direct student services and student related activities *only;* assigned hours per day *will not* be exceeded; maintain normal working school day hours, invoicing the school district for agreed upon specified hours per day unless prior approval has been granted by school district designated staff for extended service time
- Provide services consistent with the professional standards of care and comply with all medical and ethical requirements set forth by the following, including but not limited to:
    - State Board of Examiners for Speech-Language Pathology and Audiology; Professional Licensing Boards Division of the Office of Secretary of State, State Department of Education, and any other applicable federal, state or local regulatory agency

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- Provide the requested level of service(s) by the school district, making changes only as requested
- Respond to district requests with immediacy and urgency; present qualified therapists to assigned school staff for review and acceptance; operate with the understanding that the district reserves the right to:
    - Interview all candidates prior to placement, refuse or utilize any proposed candidate, and remove the candidate from the assigned position
- Provide uninterrupted services based upon the district-specific school calendar by providing qualified substitutes or replacements in the event of an anticipated or unanticipated lapse of service
    - Both hired contractors and substitutes will follow district protocols when on campus, including the display of a school identification badge during contracted work hours and whenever present on district/school property
- Provide a service schedule of all personnel for approval on a regular basis as determined by the designated school representative
- Follow all district-wide and school-based procedures and protocols; e.g. signing in/out, phone use, etc.
- Prepare time logs, reports, written analysis and other documentation in the form and manner deemed appropriate by the district

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- Ensure therapists bill under school district Medicaid provider number when needed
- Assist contractors in completing on-boarding procedures specific to each district, including but not limited to background screening and fingerprinting process
- Cooperate with universities and colleges to provide supervision of practicum experience for student therapists and assistants when applicable
- Submit to annual evaluations in areas including but not limited to responsiveness, continuity of service, quality of work, and professionalism of contractors
- Receive from the district any requested materials, equipment, and other related items determined to be necessary to the implementation of the requested therapy services for students when approved by a designated school representative
- Maintain and foster an open-door policy, encouraging the celebration of attained goals and seeking constructive feedback
- Welcome and embrace feedback to best achieve life-long success for the school district and its students

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RECRUITMENT OVERVIEW

OTS professionals who aspire to positively impact students within educational environments choose Orange Tree Staffing (OTS) for unparalleled professional support, opportunities for growth, and the privilege of collaborating with a dedicated team committed to fostering children's development. Our recruitment specialists invest in cultivating exclusive relationships with professionals dedicated to delivering top-tier services to our communities.

With our extensive and exclusive network of highly qualified professionals, we facilitate ideal matches between talent and opportunities. OTS has a proven track record of serving thousands of children across public, private, charter, and rehabilitative centers. Our steadfast commitment, ongoing mentorship, and seasoned placement team contribute to a remarkable retention rate, fostering enduring professional relationships with therapists, educators, and school administrators.

References provided in this proposal underscore our collective experience and the excellence of services rendered to school districts. They serve as a testament to our dedication to students, school staff, families, and the broader community, highlighting our unwavering commitment to student success.

Strategic and Targeted Recruitment

District Analysis and Customized Approach

Before candidate sourcing begins, OTS recruitment specialists seek to understand various factors concerning the school such as:

- School requirements and requests
- Type of population (high or low functions, ASD, mixed, etc.)
- Age group (elementary, middle, high school, etc.)
- Location and associated demographics

Consideration of school factors help to refine OTS recruitment methods, maximizing the potential for competitive candidates and ideal matches. OTS attempts to match general specifications with the therapist's professional experience, skill set, and particulars for the assignment. In our experience, ensuring the mutual benefit of a matched therapist and school translates into student success.

Candidate Criteria and Recruitment Methods

Aside from professional experience and credentials, one of the most important qualities we look for in candidates is passion and positivity. Therapists passionate about helping kids often exhibit a positive outlook that conveys through all of their related work tasks, ensuring a life long impact with the students they serve and the colleagues they work with. We work together as a team to recruit and attract the best talent that share our vision to "**build and inspire growth**".

In our experience, we've found that therapists refer professionals they respect as their colleagues. **Referrals are our best recruitment method**; we play an active role in the allied health professional community, updating our therapists with current therapy practices, professional events, and new methods of treatment; we celebrate success stories and push for professional development and access to professional experiences. As a result of years' worth of positive and effective recruitment practices, OTS's successful recruitment team has built and retained life-long professional relationships with an extensive network of talented therapists, ensuring long-term retention rates.

Methods of recruitment include the following:

- Direct communication with licensed professionals through online platforms, phone calls, emails, mailers, and networking
- Utilized extensive database of each licensed professional within each county and state
- Partner with professional organizations that advertise within desired fields (Examples: APTA, AOTA, ASHA)
- Reaching out to colleges for potential candidates through their alumni, student, and professional networks
- Participating in job fairs and receptions
- Recruiting from job boards, social networks, and additional web avenues
- Radio announcements, television commercials, and print/digital advertising campaigns
- Membership of associations that provide recognition within the scope of our recruiting services

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Rigorous Screening and Tailored Placement

Screening/Selection

Each professional is selected through a stringent interview process that inquires about and looks for evidence of:

- School experience and job history
- Knowledge of educational-based models
- Professional references from peers and supervisors
- Dedicated to the profession and children served

Upon completion of the interview process and reference checks, OTS verifies licensure through background checks and fingerprinting protocols as required by the School Board. We consider the needs of the school staff and the contractors in order to assure the best long-term placement, committing to a partnership and team alliance that maximizes each child's educational success.

Our screening process can be modified based on specific school requirements, but generally includes:

- Thorough interview
- Experience within a school setting, for example: evaluating, re-evaluating, writing, delivering, IDEA
- Skills assessment
- Clearance of background, fingerprint in accordance with the School Board
- State Department of Health License verification to be active and in good standing
- Degree, license, and certification verification
- State Board of Examiners
- Professional references
- Drug screening as required by specialty or at clients request

We aim to select candidates who share in the mission and values of each school district, incorporating that mission into our screening and selection process. We don't simply ask our candidates about qualifications and licensure, though those are undoubtedly crucial components of our process. We seek to understand how each candidate can add value to your district through a shared commitment to student success and safety.

Placement

We utilize industry best practices so that each school has the right personnel in the right place at the right time. This commitment begins with our recruitment process and continues through our retention initiatives. Our expertise in providing candidates who exceed expectations is unmatched because of the unique staffing system we've established and the strong relationships we've cultivated over many years in the industry.

OTS will take on the following training and procedures:

- Orientation session
- Introduction to the school and staff
- Training on School Board professional expectations
- Training on School Board policy and procedures
- Training on School Board documentation and reporting processes
- CRM Training (Accelify)
- School Boards sign in and out procedures
- Review HIPPA Business and Associate Agreement/Privacy and Confidentiality Agreement
- Introduction to other OTS staff, mentoring and brainstorming opportunities
- Set weekly and monthly review plan
- Provide mentor or therapy partner
- Pro-actively plan contractors availability for the following school year

Ultimately, OTS strives to ensure that every candidate we present demonstrates both a desire for service and a passion for working with students. In our experience, this simple yet profoundly important value is the key to placing successful, long-term candidates.

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Professional Support and Long-Term Retention

Professional Support and Development

Orange Tree Staffing believes in a team approach by providing support and training to new and experienced therapists by pairing them with OTS Team Leads: professionals and/or therapists that are knowledgeable in the school districts procedures, processes, polices and development of IEPs/service plans specific to school based services. Team Lead therapists play an active role in their respective fields; many of them have contributed their knowledge and skills to the development of "Reference Guides" used by school districts that detail best practices and guidelines specific to the education setting.

➡ *What do OTS Team Leads do?*

The OTS team lead provides support for the therapist, as well as orientation and training for recently hired therapists. Support for therapists includes:

- Assistance with reviewing, completing paperwork; creating schedules; using school CRM
- Notifications for upcoming re-evaluations and quarterly reports; assistance with completing re-evaluations
- Availability to answer questions concerning documentation, new therapy methods, caseloads
- Problem-solving assistance
- IEP/Service Plan meeting assistance

Before the school year begins, the OTS team lead assists in the preparation, presentation and training that outlines school districts internal documenting process, procedures and resources within services provided. By teaming up new and experienced therapists, challenges become great learning experiences. In addition, it opens up new insights on best practices and long-lasting professional relationships. This excitement for professional development translates into effective therapy practices as therapists are excited and committed to exhibit growth.

By providing this mentoring support, therapists have the tools needed to embrace challenges, stay focused and reach established goals.

Orange Tree Staffing Supervisory Plan

In efforts to provide the best quality service to students and ensure retention with therapists, OTS has a monthly meeting to review success stories, challenges, feedback from school staff, share the latest school beneficial school-based courses and provide open ended communication for continued professional development. These efforts ensure retention and uncover any problems before they manifest as issues.

As part of our commitment to "**building and inspiring growth**", OTS provides:

- Immediate communication of any unexpected "issues" or absences to the school principal or assigned staff
- Monitoring of weekly billings as requested for therapy services
- Review of relevant school information, policies, and procedures in accordance with the School Board
- Open communication between therapist and school staff, providing insight and support

Monthly Performance Feedback

Our monthly communication approach has served as an effective tool that has ensured obtaining set educational goals, built stronger and more open communication with staff and has promoted creative thinking in different styles of therapy delivery. OTS approach to professional development allows us to focus on developing new competencies and skills necessary to service children, implement new programs, policies, and processes. This ensures we are always reviewing and following district standards and perfecting our service delivery model.

CEUs And Professional Development Program

Individualized programs are developed based on the feedback received from the field and the therapist(s) goals. This type of one-on-one program allows the therapists to validate their preferences and review their strengths and weaknesses. We provide our therapists with an annual stipend that allows them to have access to unlimited CEU credits. We keep in "tune" with our therapist(s) career goal, objectives, and provide new growth opportunities as they develop.

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Candidate Retention

Orange Tree Staffing is successful because we build mutual respect and committed professional relationships. Our continued support, competitive compensation packages, professional development opportunities, mentoring, 24/7 accessibility of staff and support of career advancement, all contribute towards the goal of retaining the best therapists. By listening and collaborating as a team, we have been able to make long-term placements, retain high quality candidates and make a difference with the children we serve. We ensure long-term talent match with retention by diligently screening candidates and require the following:

- **School-Based Experience** demonstrated in resume, interview, past work history, professional references, and certifications
- **Caring Demeanor** reflected in hypothetical scenarios, field visits (spot-checks), and monthly evaluations
- **Reliability** evident in reference checks, weekly conversations, and monthly evaluations
- **Competitive Salary Structure** commensurate with the level of training, experience, and education required
- **Continued Professional Development** through resources provided by OTS, including access to unlimited CEUs, team building, professional development meetings and continued feedback
- **Dedication to Student and School** and a true passion to have a lifelong goal to "Building and Inspiring Growth"

OTS believes that every professional should have the best support possible to be able to deliver effective, goal-oriented services and have longevity with the clients we serve. OTS provides the following continuous support & guidance to professionals placed:

- New tools and approaches by training OTS allied health professionals in the latest techniques
- Access to live seminars, virtual conferences and symposiums
- Monthly newsletter featuring upcoming events, courses and the latest therapy news
- Suggest relevant coursework or connect them with an experienced professional that can offer insight into any challenges
- Stipend towards completed background checks
- Weekly pay cycle and direct deposit
- Job coaching, resume consulting and continued growth opportunities
- Access to job opportunities that match work/life balance
- Ability to continue to build professional experience within a school based setting
- Celebration of success stories throughout the school year with school and OTS team
- OTS team is accessible 24/7 to support and answer any questions or concerns the professionals or school may have
- Ability to "Build and Inspire Growth"

By diligently screening the therapists to ensure talent match, communicating, offering continuous support and the stipends detailed above, we have been able to maintain a high retention rate, long standing relationships and referrals from our clients and professionals alike.

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Advanced Technology and Speed

OTS's Integrated Technology Approach

At OTS, we integrate people, processes, and technology through our cutting-edge recruitment and applicant tracking management technology, fostering unprecedented speed and agility across the recruitment and placement lifecycle. Our extensive recruitment and applicant management system boasts a robust database of over 1.5 million candidates, enabling us to swiftly match them with clients' job orders in a matter of seconds. In addition, our client, job order, and candidate data are seamlessly integrated with our recruitment and operational support strategy tailored for each school district with whom we work. Because OTS manages the entire client and candidate lifecycle within our recruitment management platform, school districts and, most importantly, students benefit.

- Built-in analytics allows for rapid identification of candidates close to where the jobs are located
- Partnerships with prominent job boards, such as Indeed and LinkedIn, allows OTS to post open orders directly to job boards, and applicant submissions are automatically sent and received by our recruitment team, who initiate screening process
- Enhanced licensing with job board partners enables us to proactively pre-screen candidates' resumes directly from their databases. Leveraging advanced filtering capabilities, we can efficiently identify candidates who best match the qualification requirements, which broadens our access to millions of additional candidates.
- Our applicant and recruitment management system allows us to tailor mass email campaigns to specific job codes
- Integrated credentialing processes reduce candidates' onboarding time, making them available sooner
- Integrated electronic timesheet system accurately calculates working hours for each contractor, reduces the complexity of approving timesheets, and simplifies the accounts payable process

Substitute and Replacement Staff

Orange Tree Staffing understands the one thing we can always count on is change. Our proactive approach ensures our response time to change is seamless and immediate. We have been able to keep turnover to a minimum because of our team's dedication, continued communication, and ability to listen and understand the professionals most important "wants" and future goals. Through our rigorous interview process, we listen to what each therapist long-term professional goal is in conjunction with their past work history and references.

We ask each professional to let us know as soon as possible if they will not be able to make it to work on any given day for any given reason. This is immediately communicated with the assigned school personnel. We ask the assigned school personnel if they would like a replacement or follow any other option the school personnel would suggest. In the past we have been able to provide a "floater" professional that has a completed background check within the school district. They are used on an as-needed basis, in case of the unexpected.

Our recruited "floater" therapists fill in as needed when requested by the school. "Floaters" can step in at any moment, ready to fill the position left vacant by the usual therapist or contractor. Used on an as-needed basis, these "floaters" ensure continuity of services, seamless transitions, compliance with relevant protocols and regulations, minimization of compensatory time, and most importantly, consistent student growth.

Feedback and Support

Orange Tree Staffing's best communication skill has been to listen to our clients, contractors, and our team. Both positive and constructive comments are valued and supported. We seek feedback from our contracted staff, school administrators and recruitment team. Once a placement has started, we follow up with the professional and the school on a weekly and monthly basis. We proactively seek feedback to ensure there is always open communication and team building. Our approach allows for constructive feedback and the ability to overcome unforeseen challenges. Our team prides itself on establishing healthy relationships with the contracted staff we work with and continue to grow together. OTS is continually recruiting for our clients.

By listening, communicating, and overcoming obstacles, we have been able to ensure many of our contracted staff return for the following school year; a benefit with positive implications. Students and therapists that consistently work together build a trusting working relationship leading to improved student growth.

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ATTENDANCE POLICY

Orange Tree Staffing follows the following policies for contracted staff that call to report late, sick, and request leave time:

- **Report Late:** As a school based professional, it is important to communicate any delays or issues that may prevent them from arriving at the school on time. We understand that unforeseen circumstances can occur, and make sure we stay in constant communication with the ESE department and school district to ensure all parties and most importantly the student their families know that the allied health professional will be in late. If possible a sub professional is called in to cover the time the professional is not on campus

- **Report Sick:** Getting sick happens from time to time. OTS professionals understand that you may need to call out sick. We ask that the professional contact the school and us as soon as possible, and we also reach out to the school as well. We also ask the professional to please provide a detailed explanation of their symptoms and expected length of absence. We ask if it is a COVID related illness so we can see who was in close proximity to the use and inform the school so adjustments can be made appropriately.

- **Request Leave time:** We request the professional to provide a 2 weeks notice of leave time via a written request: The professional should submit a written request for leave time to their supervisor. The request should include the reason for the leave, the dates requested, and the expected date of return to work. We request this information so we can provide coverage for the dates the professional will be out and make the school district aware of the leave as soon as possible so they are also aware of potential leaves by the school professional.

Punctual and regular attendance is an essential responsibility. Contracted staff is expected to report to work as scheduled by the school and must be on time. Contracted staff is expected to remain at work for their entire work schedule provided by the school. Late arrival, early departure, or other absences from school scheduled hours are disruptive. Any time worked above the pre-approved school hours, must have prior in writing approval by authorized school staff before hours are processed for payment.

Excessive call-outs as defined below of unexcused absence will result in disciplinary action such as ending providing services with OTS. Any contractor who fails to report to work for a period of three consecutive days or more without notification to OTS Staff will be considered to have abandoned the opportunity and will no longer be part of the OTS team.

Absence & Tardiness | Sample Policy

1. Three unexcused absences will result in being removed from your current assignment.
   Excused absences will require a doctor's note (Please speak directly with an OTS Recruitment Specialist regarding the reason for your absence).
2. No-call, No-show will result in immediate removal from your current assignment.
3. If you are going to be absent you must notify the school, assigned supervising professional, and an OTS team member.

Communication regarding attendance is immediately communicated to the school district, both in writing and a phone call, from the OTS Recruitment Specialist to be able to properly address attendance. These policies and procedures allow us to look for a professional to fill in. **We understand emergencies happen! Communication is Key!**

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REMEDIATION PLAN

When concerns or complaints related to agency performance arise, it is important to address them in a timely and effective manner. OTS remediation plan can help to identify the root cause of the issue, address any underlying concerns, and improve the quality of services provided by the agency. Please find a breakdown of the plan:

Identify the concern and/or complaint

↓

Assess the issue

↓

Develop an action plan

↓

Assign Responsibility

↓

Implement the Plan

↓

Monitor Progress

↓

Communicate with all parties involved

At Orange Tree Staffing, we believe that transparency, timely communication, and accountability are critical when addressing performance concerns or complaints. In addition to the structured remediation plan outlined above, we place a strong emphasis on proactive communication with all stakeholders to prevent minor issues from escalating. Our dedicated supervisors and placement specialists maintain regular check-ins with both contracted professionals and school personnel, providing an open forum for feedback and early identification of potential challenges.

Should a serious concern arise, we are prepared to intervene immediately, offering coaching, mentorship, or reassignment if necessary. Our priority is to resolve issues quickly and professionally, ensuring students continue receiving high-quality services without disruption. This collaborative approach fosters trust, strengthens relationships, and demonstrates our unwavering commitment to student success and district satisfaction.

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ORANGE TREE STAFFING

CREDENTIALING STATEMENT:

Orange Tree Staffing adheres to the credentialing standards as determined by **Waterbury Public Schools**, and as such, we are committed to providing staff during the term of this contract, who will:

- Have an active and professional license issued by state Professional Licensing Boards Division (must be in good standing)
- OTS policy requires that all contractors providing services on the School Boards premises be fingerprinted and submit to a criminal record check initiated by the School Board prior to providing services. Background check must meet clearance requirements as determined by the School Board (example: Level II | Jessica Lunsford Act | e-verify)
- Professional reference checks
- Verification of all requested credentials (such as drug testing) and licenses as required
- Technical skills level testing through partnership with Indeed.com
- Continued quality assurance follow up and management

Our stringent quality assurance process monitors the clinical and educational soundness of all OTS professionals providing services with our clients to assure proper certifications, licensure, training and tools necessary to implement superior services. OTS is committed to providing the school district with staff who have voluntarily met rigorous academic, educational, technical, and professional standards, typically going beyond the minimum requirements.

Skills Testing: OTS has partnered with "Indeed" for technical skills testing. When applying for an opportunity, the therapists is able to undergo an on-line testing tool that will determine their level of technical skills.

Communication: OTS staffing specialists engages in verbal conversation with the candidate to learn about their experience and what they are seeking to do next. When screening the candidate they may share that they are bi-lingual in English/ Spanish, etc. OTS staff members are bi-lingual and are able to have a conversation to test their bi-lingual language ability.

CEUs: OTS financially supports ongoing professional development (CEUs) of their active contractors to keep their active certification through the Board of Examiners in each profession.

OTS process ensures that the therapists that is being presented to the School Board has the knowledge, experience, skills, and expertise to provide high quality education based therapy services.

Background Check Procedure

- Once accepted by the school district as a contractor to provide services, the contractor must undergo a background check. OTS policy requires that all contractors providing services on School Board premises be fingerprinted and submit to a criminal record check initiated by the School Board prior to providing services. Background check must meet clearance requirements set by the School Board. OTS will also complete I-9 and e-verify information. OTS e-verify#: 1509804.
- Background checks are completed with collaboration of the School Board's System and Fingerprinting Office.
- Once background check is completed, the school district will notify the contractor directly or OTS in writing that the contractor has been accepted or not accepted to start. Results must be clear prior to start
- OTS requires a copy of the background check letter from the school district stating they are able to provide services and a copy of the school ID badge with the contractor's name and information. The school issued ID badge will typically contain the expiration dates for which it is valid
- Contractors must wear a school district issued ID badge at all times while at any school campus or activity
- Expiration date information is kept within OTS software system with alerts to notify expiration dates are due. OTS notifies the contractor, and they must undergo an updated background check if they are to continue to provide services. The school district assigned contact person is notified with results
- OTS contracted staff sign an Information Release Form, giving OTS permission to verify items such as professional references, I-9, e-verify, review social media web postings, etc.

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ORANGE TREE STAFFING

RECRUITMENT VISUALIZATION

Our Process

- Receive the Job Order
- Source Candidates
- Interview | Phone Screening
- Present Candidate
- Credentialing | Onboarding
- Placement | Start
- Follow Up | Support

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ORANGE TREE STAFFING

INITIAL ATTESTATION FORM
for CONTINGENT WORKER (CWR) STAFF

CWR Staff Name: _____ Date: _____

Contracted Organization: _____

Contracted Organization Representative Name: _____

This Initial Attestation is required for all CWR Staff. Attestation of the following requirements shall be provided prior to first assignment. Evidence of completion shall be immediately available at Contracted Organization, upon request.

- Resume / Application / Interview Notes ..... **Check if on file** _____
- . Skills Checklist/Competency tests ..... **Check if on file** _____
- Job Description ..... **Check if on file** _____
- I-9 / Work / VISA permit ..... **Check if on file** _____
- Primary Source Verification of Licensure / Registration (if applicable) ..... **Expiration Date** _____
- Primary Source Verification of Certification (if applicable) ..... **Expiration Date** _____
- Criminal Background Check Report (associated with current hire date) ..... **Date Completed** _____
- Contingent Worker (CWR) Orientation Manual* ..... **Date Completed** _____
- Proof of Negative 5 panel Drug Test (associated with current hire date) ..... **Date Completed** _____
- Flu shot for current flu year (signed waiver if refused) ..... **Date Completed/Declined** _____
  (If refused, CWR Staff must wear a mask during months of Oct, Nov, Dec, Jan, Feb & March)
- COVID 19 shot (signed waiver if refused) ..... **Date Completed/Declined** _____

CWR STAFF WORKING IN PATIENT CARE AREAS MUST ALSO MEET THE FOLLOWING REQUIREMENTS

- Proof of MMR Vaccination ..... **Check if on file** _____
- Proof Varicella (chicken pox) vaccination or immunity by titer or history ..... **Check if on file** _____
- Hepatitis B (signed waiver if refused) ..... **Check if on file** _____
- Tdap (signed waiver if refused) ..... **Check if on file** _____
- TB Requirement (Associated with current hire date) ..... **Date Completed** _____
- Annual Respirator Mask Fit Testing (within last 12 months) ..... **Date Completed** _____

*Please note that OTS will modify and update attestation according to school requests

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ORANGE TREE STAFFING

EXHIBIT B

Contingent Worker (CWR) Staff

ANNUAL REQUIREMENTS ATTESTATION

CWR Staff Name:_____ Date: _____

Contracted Organization: _____

Contracted Organization Representative Name: _____

CWR Staff ANNUAL Requirements Attestation

Attestation is required for all CWR Staff. Attestation of the following requirements shall be provided annually according to the Agreement. Evidence of completion shall be immediately available at Contracted Organization, upon request.

- Annual Performance Evaluation.....Date Completed _____
- Current year BARE Facts Test* (Attach copy to this Attestation) .....Date Completed _____
- Licensure (if applicable) .....Expiration Date _____
- Registration (if applicable).....Expiration Date _____
- Certification Verification (if applicable).....Expiration Date _____
- Flu Vaccine, for current flu year.....**Date Completed**_____

(or signed waiver if refused and CWR Staff must wear a mask during months of Oct, Nov, Dec, Jan, Feb & March)

CWR STAFF WORKING IN PATIENT CARE AREAS MUST ALSO MEET THE FOLLOWING REQUIREMENTS

- Annual Respirator Mask Fit Testing (within last 12 months).....Date Completed _____

_____ _____

Signature Contracted Organization Representative **Date**

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TIMELINE

OTS anticipates open opportunities and is continuously growing an active pool of contracted staff to provide education based services. OTS recruitment specialists work closely with therapists, nurses, and educators to develop professional relationships and a strong candidate profiles. OTS will continuously present professionals that align with school district needs. OTS has found that developing professional relationships and understanding each candidate's professional goals has led to minimal turnover and higher levels of achievement within the student population. To ensure substitute staff is available when needed, OTS will also recruit "floater" therapists/professionals that are able to fill in on an as-needed basis. They can be used for call outs, last minute emergencies, or short-term type. For both replacement staff and new opportunities, OTS is committed to delivering on requested services within five school days or less, following timeline below:

DAY 1 - 2

School District assigned staff will notify OTS of their current openings. OTS will respond within 24 hours or less of notification via e-mail with the professional profile, resume, copy of license/certificate. Prior to the professional being presented, each candidate is selected through a stringent interview process that provides evidence based school experience, job history, knowledge of educational based models, professional references (from supervisors and peers), and dedication to their profession.

DAYS 2 - 3

School Board representative is able to review professional profile, resume and license, then informs OTS of a time and date that would work best for them to interview either by phone or in person. Once school representative has made a determination that they would like to hire OTS professional, OTS notifies professional and schedules the background check to be completed within 24 hours of acceptance. If professional already has an approved background that is active with the school district, then OTS will provide the appropriate documents with the results.

DAYS 3 - 4

A tentative start date is scheduled for OTS professional to start, pending clear background check results.

DAY 5

Once completed and cleared background check is received, OTS professional is able to start providing services. Weekly and monthly follow up are conducted to ensure services are exceeding set goals. Feedback from school staff and professional is communicated to school contact, reassuring expected service goals are being met and students are achieving set goals.

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ORANGE TREE STAFFING

THERAPY SERVICES STATEMENT OF WORK IMPLEMENTATION PLAN

STEP ONE

- Agency will respond within 24 hours or less, to the School Board's request for therapy service. Therapy services will be provided during regular attendance times on regular student days
- OTS will pro-actively have therapist(s) ready to present before the start of school in anticipation for openings the school district will be seeking services to be delivered upon

STEP TWO

- Copies of qualifications of personnel in accordance with school districts requirements. Qualifications of Personnel, will be provided to the School Board for each therapist prior to placement
- OTS presents each therapist to the assigned school staff by forwarding a copy of professional profile, resume which details school experience, copy of state Licenses
- Once received, school staff is welcome to interview candidate(s)
- Upon acceptance from assigned school staff, stringent credentialing process will be complete before therapist is able to begin providing services. This includes obtaining an active license, clearing the District background check, signed confidentiality agreement, positive reference checks
- All therapists will be properly licensed according to State law and will have developed expertise in screening, evaluating, and developing individual education plans (IEPs) for students which will enhance their ability to be successful in the classroom. Copies of licenses will be provided to the School Board and provided again at the time of renewal

STEP THREE

- Each therapist placed will have passed District background check screening prior to assignment, with proof of clearance provided prior to any school campus placement
- All therapists will be required to sign an agreement to maintain the confidentiality of any student data that they receive as therapist(s) who will have access to student data and also have access to email through Outlook in order to perform services
- Therapists will be required to sign a confidentiality agreement prior to school assignment. Therapists assigned to work will be provided with tools and materials needed to perform their assigned tasks. All equipment, materials IDs and security cards must be returned to the School Board upon termination of the assignment or upon completion of the school year
- CRM training will be scheduled and completed

STEP FOUR

- Upon acceptance and clearance of the required credentials, therapists will provide therapy to students with exceptionalities in schools for students ages 3-21.
- Each therapist assigned to the school district will be responsible to provide comprehensive educationally relevant therapy interventions as established by each student's IEP

STEP FIVE

- Ensure student records are developed
- Each therapist placed will submit their service schedule indicating students served, the time of the services, and anticipated time in/out each day. Therapists will attend pre-referral meetings, eligibility determination meetings, IEP meetings and parent conferences. Therapists that are assigned to a particular school on a full time basis will attend faculty meetings at their assigned school

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STEP SIX

- Review and ensure student records are developed
- Ensure there are student work folders and parent
- Maintain therapy folder consistent with School Boards guidelines
- Each therapist placed will submit therapy documentation daily

STEP SEVEN

- Communicate with ESE Director updated list of students receiving services and any changes that may have occurred
- Assist case managers in developing and maintaining IEPs

STEP EIGHT

- Attend service plan meetings and participate in re-evaluation meetings as required/requested
- Address any concerns of therapy staff
- Celebrate success stories

STEP NINE

- Monitor monthly attendance
- Complete monthly therapy invoicing
- Support compliance team

OVERVIEW

- Once School Board school staff notifies OTS of opportunities, we will forward the assigned school staff representative a copy of their professional profile, resume and current State license. OTS will forward a completed skills checklist, two or more professional work references and completed background check required through the school district, that is in compliance with School Board. School Board will have the opportunity to interview candidates before making a final decision. In addition, OTS requires for each professional to sign a "Privacy and Confidentiality Agreement," and provide OTS with any additional licenses and/or certifications that apply or that they obtain. This information is kept active throughout the duration of the contract and after. OTS maintains open lines of communication at all times to pro-actively anticipate future openings and address challenges that may arise. OTS is available to school staff 24/7

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ORANGE TREE STAFFING

TENTATIVE PROJECT SCHEDULE/SCHOOL YEAR OVERVIEW

JULY - AUGUST

- Meet with ESE Director and staff
- Attend school assigned meetings and trainings
- Review and obtain service plans and re-evaluations
- Contact schools, parents to update information and confirm status
- Contact therapy staff to start developing a student schedule
- Communicate with ESE Director and staff updates
- Implement therapy schedule
- Meet with staff to review plan and procedures
- Schedule and complete on-line documenting training

SEPTEMBER

- Review and meet with staff to ensure school procedures are being followed, information is being accurately documented within the school data system and any additional training is provided
- Update student roster and provide to school staff
- Ensure there are student work folders and parent logs
- Ensure all therapy services requested are being covered
- Meet with staff to ensure all forms are being accurately completed in a timely manner according to school policies and procedures

OCTOBER

- End of first quarter documentation must be in, complete and ensure progress book is updated
- Review first quarter work folders and address any issues
- Update student roster and any changes that occurred
- Attend service plan meetings and participate in re-evaluation meetings
- Review FTE weeks to ensure everyone has a placement
- Meet with staff to review service plan overview

NOVEMBER

- Meet with ESE Director and provide updated student roster and any new information
- Review student work folders and parent logs to ensure proper documentation and compliance
- Assist therapist with any challenges, ensuring they are meeting the students goals and positive growth is occurring
- Meet with staff to review first quarter success and share new ideas and techniques

DECEMBER

- Meet with ESE Director and staff to provide update of therapy services, address questions, and concerns
- Ensure all documentation is in the system before the student holiday
- Review student roster to ensure any changes are being addressed for the new year
- Meet with staff to review that all school procedures and policies are being positively followed

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PROJECT SCHEDULE (continued)

JANUARY
- Meet with ESE Director and staff to notify therapist of any new changes
- Update student roster to ensure all therapy services are being provided
- Attend service plan meetings and participate in re-evaluation meetings
- Meet with staff to review the importance of parent participation

FEBRUARY
- Meet with ESE Director and staff and plan for FTE week and provide any updates to student roster
- Ensure everyone is in attendance for testing week
- End of second quarter documentation must be in, complete and ensure progress book is updated
- Review second quarter folders and address any issues
- Meet with staff to review how to best manage your time within a school setting

MARCH
- Meet with ESE Director and provide any updates to student roster
- Attend service plan meetings and participate in re-evaluation meetings
- Review staff documentation to ensure all folders are up to date
- Meet with staff to review how to effectively work as a team to meet student goals

APRIL
- Meet with ESE Director and provide any updates to student roster
- End of third quarter documentation must be in, complete and ensure progress book is updated
- Review third quarter folders and address any issues
- Meet with staff to review how to develop a successful transition plan and start next school year and summer planning

MAY
- Meet with ESE Director and provide any updates to student roster and plan for next school year
- Ensure that all the schools have the proper documentation to request for service plans or re-evaluations
- Meet with parents to ensure they understand the school policies and procedures for therapy services
- Meet with staff to review next school year placements

MAY-JUNE
- Meet with ESE Director and provide any updates to student roster and end of school year details
- End of fourth quarter documentation must be in, complete and ensure progress book is updated
- Review fourth quarter folders and address any issues
- Ensure all folders are up to date and therapists have completed all paperwork
- Contact school and parent(s) to obtain student information for the upcoming school year
- Confirm return of Therapists for the next school year
- Audit and complete end of year reports

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c. SERVICES EXPECTED OF THE CITY

c. Identify the nature and scope of services that would be generally required of the City in undertaking these projects

Orange Tree Staffing, LLC expects **Waterbury Public Schools** to participate in a collaborative, responsive process. Upon award, Waterbury Public Schools will identify a point of contact to work with OTS, notify OTS of open positions that need to be filled, and communicate any needs, questions, or concerns on a regular basis.

When to Partner with OTS:

Orange Tree Staffing understands the staffing challenges facing administrators and organizations today, and we can help! Our seasoned team of talented educational professionals will supplement and support in-house programs and help overcome staff challenges due to high caseload, time sensitive IEP delivery, periods between permanent employees, budget constraints preventing permanent hires, minimizing risk, temporary vacancies (medical leave, maternity, sabbatical), and new bid process bids.

You pay no upfront fees for any services provided by OTS. Redirect your time and resources to your most important activity, the students, and let OTS deliver on the recruitment, staffing, and retention. Orange Tree Staffing is a cost-effective alternative to re-scheduling IEPs or service plans, delivering timely evaluations, servicing spikes in increased caseloads or hiring of new permanent employees. OTS staff is available at your request on an as-needed basis. Whether you need coverage for one day, one evaluation or on-going, OTS professionals will fit your needs perfectly.

OTS Services Include:

Orange Tree Staffing acts as an extension of the client communication assuring there is open dialogue between school administrators, staff and therapists. Our seasoned recruiting team works one-on-one to best understand requests, population match with professionals that have experience and are committed to driving student growth and success. OTS placement services include:

- Extensive referral network of therapists/nurses/educational staff
- Built proprietary database of speech, occupational, physical_therapists and assistants, nurses, psychologists and more…
- Access to multi and social media advertising to recruit for your specific requests
- Recruiting team with both professional and personal school based experience
- Experienced accounting team that has and is able to simplify best practices when working with procurement or purchasing departments
- Complete and detailed credentialing candidate process
- Provide continued follow up with the school to ensure the quality of the professional, monitor the progress and performance to ensure services are meeting and exceeding goals
- Review quality of services, celebrate success stories and review issues that require change
- Before the school year closes for summer vacation, OTS will actively confirm the return of our professional(s). This allows for continuity of services, trust built between the child and professional and accurate measure of staffing when the next school year starts
- Net terms offered on a weekly, monthly or 45 day cycle
- School purchase cards accepted
- 24/7 point of contact for the school administrators and professionals with whom we work

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4. COST SCHEDULE

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

Per RFP instructions, (Section I, point 4) the proposed cost schedule is a sealed separate envelope marked "Confidential: Cost Proposal".

Orange Tree Staffing hourly rates are all-inclusive. Make a profound difference within your school(s) by providing uninterrupted services, driving positive student outcomes and bringing efficiency to your bottom line by partnering with Orange Tree Staffing. Our team has been successful in overcoming recruitment challenges and cost constraints facing school(s) today. Maximize your school(s) resources ensuring that every dollar spent improves efficiencies, attracts the brightest educators and most importantly, drives positive student educational goals.

Included in OTS All-Inclusive Hourly Rates:

- Position Advertisements
- Applicant Screening
- Payroll Process & Administration
- Termination & Replacement (if necessary)
- Quality Control Checks
- Record Keeping, Professional Reference Checks, and Licensing
- Professional Development and Educational Opportunities
- 24/7 Support & Communication from the OTS Team

Long-Term School District Savings:

- The length of time an open position(s) goes unfilled is reduced or eliminated
- Reduce cost contributed to retirement plans, health-care insurance premiums and other benefits your organization would otherwise pay
- Reduce overtime cost and minimize risk by reducing employee errors caused by stress, fatigue and burn-out
- Reduce turnover cost

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Additional Services to the District

Orange Tree Staffing welcomes the opportunity to offer training and development that will continue to enhance and develop the educational knowledge that will have a positive outcome for the staff and students. OTS has had the privilege to have collaborated and worked with talented therapy professionals within the educational environment that provide CEUs on varied topics that directly impact our students. **OTS would directly and financially support the district with CEU training on topics in which the school district felt they could most benefit**.

An example of CEU training that OTS has offered is AAC, which focused on:

- Procedures and Best Practices for Picture Exchange Communication
- Visual aids to support communication
- Assistive Technology (ranging from low to high tech)

Handwriting Without Tears by Susan Skees-Hermes

Another example of training that OTS has offered is "Handwriting Without Tears" offered by Susan Skees-Hermes, OT/R. As a nation, we place great emphasis on the importance of reading and writing. Yet, when it comes to literacy, handwriting often is left out of the conversation. Researchers have highlighted the relationship between handwriting and composition skills. They are supporting what elementary educators see on a daily basis: good handwriting habits foster student success. Children need explicit instruction to achieve legible and fluent handwriting. Millions of students all over the world use "Handwriting Without Tears." Research supports the active teaching of handwriting. Recent findings demonstrate that writing by hand improves creative writing skills and fine motor skills. In fact, elementary students have been found to write faster by hand than when keyboarding. Another area Ms. Skees-Hermes can offer training on the topic of transitioning from novice clinician to advanced expert to meet higher levels of international competency. Currently, Ms. Skees-Hermes is completing her doctoral work on this topic and has international experience that she would be able to share with your staff.

Additional Support: IEP Training and Behavioral Challenges

In speaking with teachers and therapists within school settings, OTS has found that oftentimes school staff request additional support and training with the IEP process. OTS would be prepared to assist in this area of training. Another area that has been greatly expressed is additional training and support in providing more tools for working with students with behavioral challenges. We have found that visual support and targeting pragmatic language are extremely helpful. Many students do not understand what is expected of them in a classroom and do not understand why they're always in trouble. They receive constant negative messages about themselves which makes learning difficult. These students need more explicit teaching of social skills, how to be part of a group, and conversation and friendship skills in a play-based supportive setting. These are areas that OTS would be happy to provide training offered by Sarah Jewell, SLP, CCC. Ms. Jewell has provided SLP services for Schools through OTS and has been an adjunct professor with the University of South FL. Ms. Jewell brings a combination of an educational and clinical experience within varied pediatric settings. She is very talented, skilled, and has a passion for joyful learning.

Beyond the Classroom: Carolyn C. & Grace Christian Academy

Our driving purpose at Orange Tree Staffing is deeply integrated into every action we take, propelling our mission to "Build and Inspire Growth" further and further into the education system; inseparable from our business practices, it fundamentally informs our placement and recruitment practices. We are thrilled to share a heartfelt story from one of our OTS therapists that reflects our commitment to "Build and Inspire Growth":

In 2021, OTS placed Carolyn C., SLP at Grace Christian Academy located in Pasco County, Florida. Though Carolyn was highly skilled and qualified, we learned through initial conversations that she stepped away from the field of Speech-Language Pathology for a couple of years in order to prioritize her focus and care toward her family. Taking her skills, qualifications, and other relevant factors into consideration, OTS began searching for a place that would benefit from Carolyns unique expertise and vice-versa. We identified a local private school in Pasco County, Grace Christian Academy, as a potential fit and encouraged Carolyn to consider the position.

Due to Carolyn's time away from actively practicing as an SLP, she was fearful and anxious about stepping into the world of therapy again. Questions of doubt began to fill her mind: *"what if I'm too rusty?", "what if I'm not successful?".* Our placement expert working with Carolyn addressed her concerns and questions with delicate care, assuring her we would team Carolyn up with our expert Lead SLP to provide the guidance, reassurance, and support she sought.

Taking a leap of faith, Carolyn jumped right in, thriving in her new role, and made a significant splash: observing that the school accepts McKay Scholarship students, many of whom are from foster homes, Carolyn advocated for a set of siblings, two brothers and one sister, who'd been attending the school while eagerly awaiting for a loving family to adopt them. The brothers were fortunate enough to find a family, however the 12 year-old sister remained in the foster care system.

Filled with love and compassion, Carolyn knew this was her calling and officially adopted the young sister at the Dade City Courthouse. Carolyn continues her work as an SLP at Grace Christian Academy, giving the school more than just her expertise as a qualified SLP; she extends her love, advocacy and support for all students and it permeates her work for the school.

We are sharing this story because we wanted to express that we are more than just a "staffing service". The story of Carolyn, while unique in it's specific features, contains elements that are widespread in the communication we receive from both our contractors and district partners. We don't want to place just anyone, anywhere. We actively seek professionals who align with our mission and desire to make a difference in their community. This story is a testimony to the types of licensed therapy providers OTS has on its team. We seek and will continue to make placements that have life-long positive outcomes, both in and outside the classroom.

Our unique and dedicated experienced approach and methodology of providing school based therapy services have proven successful, leading to long lasting results. The combined components of this bid are evidence of our successful approach, showing the strength of our healthy partnerships as well as our continued retention and growth. We are committed to ensuring that the highest level of service and support is consistently delivered to the school staff, educators, therapists, and most importantly, those whom we value the most: the children.

At Orange Tree Staffing, we don't just staff available contractors in areas that need to be filled; we find and place skilled professionals to meet school needs and exceed district expectations.

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Beyond the Classroom: Mary Beth Martin & Bartram Trail High School

In the recent past, we've been blessed with many success stories from therapists who made a difference in the lives of students, like that of Carolyn at Grace Christian Academy shared earlier. We wanted to also share the thoughts and commitment of another therapist, Mary Beth Martin, SLP, who provides speech therapy services at Bartram Trail High School through OTS and volunteers her time-off to the children of St. Johns County Public Schools. We hope that in reviewing the below example, **Waterbury Public Schools** will observe evidence of:

1.) Our placement experts continually communicate with contractors to provide support, updates, check-ins, etc. and inquire about the achievement of professional goals

2.) We take seriously our commitment to identify contractors who are a good fit for the school AND the school is a good fit for them, thus ensuring mutual satisfaction

3.) Our contractors are innovative and unique, bringing a wide range of skills to the position, however all of them share a commitment to the well-being of children.

4.) The wonderful individuals we place don't just "work"; they have fun! And this positive attitude contagiously impacts those around them

Hi, Terri -

Thanks for reaching out.

Yes, I feel like I'm a good match at the high school. Bartram Trail is a wonderful place with caring and talented people.

My goal this year is to inform the teachers, parents, and students just what SLPs do. The full range, you know?

I've started writing short articles in the monthly newsletter. Most of the kids are on consultation but like to come see me for a few minutes anyway. For direct tx I have a few ASD, cochlear implant, and language learning disabled students. I'm trying to support them all in the classroom and advocate with their teachers as much as I can. We are doing some scripting to help them self advocate, too. Good feedback from many teachers.

Funny you should ask about Zumba because last Thursday I was invited back to the elementary school I worked at for 4 years to do Zumba at their field day. We totally rocked it. I'll attach a pic. It was such an honor to be asked. About 600 children in about 5 hours. Yikes. But they gave me the energy to keep going. We shouted, we moved, we high-fived. It was a blast.

Hope you are well. And thanks for all you do to support me.

I have a relatively new facebook page at Zumba Gold with Mary Beth. Check it out!

Peace, and best to Mardly

Mary Beth

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5. INFORMATION REGARDING: FAILURE TO COMPLETE WORK, DEFAULT, LITIGATION

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?

- No, Orange Tree Staffing, LLC has never failed to complete any work awarded.

b. Have you ever defaulted on a contract? If so, where and why?

- No, Orange Tree Staffing, LLC has never defaulted on a contract.

c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe?

- No, there is no pending litigation that could affect the ability of Orange Tree Staffing, LLC to perform duties set forth in this RFP.

d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

- No, Orange Tree Staffing, LLC has never had a contract terminated for cause within the past five year.

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

- No, Orange Tree Staffing, LLC has not been named in a lawsuit related to errors and omissions within the past five years.

f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

- No, Orange Tree Staffing has never filed for protection under Federal bankruptcy laws.

g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

- No, there are no factors or information regarding Orange Tree Staffing, LLC that would affect our ability to provide services to the city sought in this RFP.

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6. EXCEPTIONS AND ALTERNATIVES

Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

Orange Tree Staffing, LLC does not wish to take any exceptions or alternatives to any requirement in this RFP. OTS is committed to complying with all terms and conditions concerning this bid. If additional information is requested, OTS is willing to oblige.

ORANGE TREE STAFFING

2300 MAITLAND CENTER PARKWAY, SUITE 200, MAITLAND, FL 32751 | 407.388.4010 MAIN | 855.382.0727 FAX

ORANGE TREE STAFFING

7. ADDITIONAL DATA

- SECTION H: CONDITIONS ACKNOWLEDGEMENTS
- M/WBE CERTIFICATE(S)
- SUPPLIER DIVERSITY
- OTS GIVES BACK
- PROMISE NON-DISCRIMINATION
- DRUG FREE WORK ZONE
- BUSINESS LICENSE(S)
- OTS SAM.GOV & E-VERIFY CERTIFICATIONS
- OTS W-9

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Section H: Conditions Acknowledgements

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

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

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP at any time prior to the execution of a contract or purchase order for these services if the city deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals. \

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposers personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proper and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative, or employee of the City participated directly in the proposers proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate clause for rejection of the response.

14. The proposer must accept the City's standard agreement language.

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

Orange Tree Staffing agrees to all the terms and conditions set forth within RFP #8648

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OTS MWBE CERTIFICATION(S)

Orange Tree Staffing, LLC is a Minority Women-Owned Business (MWBE) recognized nationally by the National Minority Supplier Development Council and certified in our home state of Florida through the Office of Supplier Diversity. Below are copies of our certifications:

Mardly R. Perez-Smith
Mardly R. Perez-Smith | Owner

12/01/2025
Date

NMSDC | National Minority Supplier Development Council | Advancing Economic Impact Together

This certificate attests that the below mentioned company is an NMSDC-Certified Minority Business Enterprise(MBE):

Orange Tree Staffing, LLC

DBA-Orange Tree Staffing, LLC

FL714007
Certificate Number

10-09-2025
Issuance Date

12-31-2026
Expiration Date

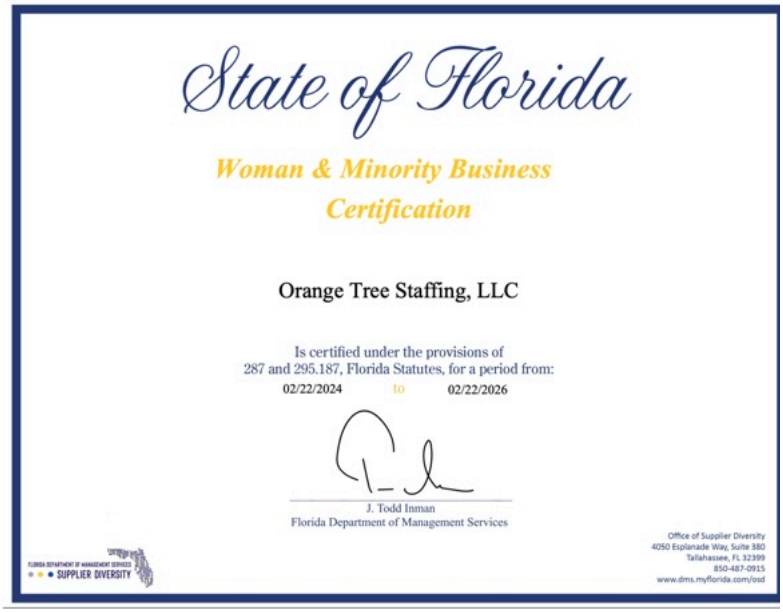
Donald R. Cravins, Jr.
Interim President and CEO
NMSDC

561311,541612,561312,561320, 611710,621340
NAICS Codes

80111701
UNSPSC Codes

Supporting Regional Affiliate: Florida State MSDC

National Minority Supplier Development Council



State of Florida

Woman & Minority Business Certification

Orange Tree Staffing, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/22/2024 to 02/22/2026

J. Todd Inman
Florida Department of Management Services

SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

FL MWBE Certification

CELEBRATING DIVERSITY

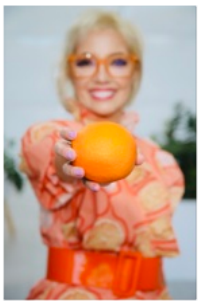
Orange Tree Staffing is an M/WBE (Minority/Women Business Enterprise) with the Office of Supplier Diversity, FL Department of Management Services, and by the National Minority Supplier Development Council, whose corporate office is located in Maitland, FL. OTS was established in 2010 by its sole Owner, Founder, and President, Mardly R. Perez-Smith, who holds 100% ownership interest, and is a minority female. OTS is committed to celebrating culture and traditions that bring us together.

Celebrating

Black History Month

OTS Recruitment Team committed to

"Building and Inspiring Growth"



Celebrating Hispanic Heritage Month

"We all smile in the same language"

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ORANGE TREE STAFFING GIVES BACK

Orange Tree Staffing is deeply grateful for the opportunity to support numerous educational events that bring enrichment to the lives of children. We are committed to serving local, public, private, and charter schools within our communities and extending our reach beyond. Our ultimate goal is to empower children of all abilities to achieve their highest potential. At OTS, our dedication goes beyond the classroom. We believe in making a positive impact on the lives of children in need. In a demonstration of this commitment, we donated monetary funds to Dr. Gabi Pasos, a former physical therapy student and a former employee of OTS. Dr. Pasos generously volunteered her time and talent to provide valuable services to less fortunate children in an orphanage located in Honduras. We are honored to have been able to support her noble efforts. In response to the challenges posed by the COVID-19 pandemic, OTS took proactive measures to ensure the safety and well-being of our staff. In 2020, we provided our staff with comprehensive PPE packets. We continue to provide our time, efforts, and monetary donation to many causes that enrich the lives of children. We are genuinely dedicated to making a positive difference in the lives of children, both locally and globally. Our commitment extends beyond our staffing services, as we actively engage in initiatives and support those in need. Orange Tree Staffing is honored to contribute to the growth and well-being as we "Build and Inspire Growth."

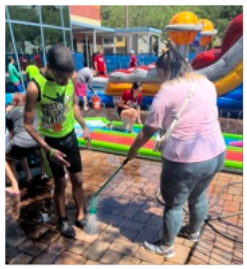
Additional volunteer time and monetary funds have included:

Hispanic Heritage Scholarship Fund (supports Hispanic students in our community to receive scholarship funds to attend colleges/universities) part of the membership committee, UCP of Central FL (public charter school), Atlanta Public Schools, Okaloosa Public Schools, Santa Rosa Public Schools, Pasco County Public Schools, Lake Wales Charter Schools, Odyssey Charter School, St. Jude's Research Children's Hospital, Seminole Cycle Fest aiding local veterans, The Mustard Seed, United Way, The Commit Foundation, Mr. Hemming's 6th Grade History Team (Maitland Middle School), Chaz Lytle Baseball, Winter Park Babe Ruth League, The Bone Marrow Foundation, Leukemia Lymphoma Society (LLS), Kids Cancer Foundation, Women of Influence, Champions of Education for Manatee School District, The Connor Moran Children's Cancer Foundation, LLS, Team in Training, hosting silent auctions, events, providing meals for soup kitchens and Knights of Columbus.

Orange Tree Staffing is humbled and honored to be part of so many great organizations.

In honor of "World Syndrome Day"
We wore rocking socks

"We all smile in the same language"



UCP of Central FL | Poker at the Palace & Field Day
all donations for students with exceptionalities
Rachel Harris & Cheryl Hines hosted the event

Gabi Pasos, Physical Therapy Student
Visiting orphanage in Honduras

Wearing "Pink" in support of Breast Cancer…honoring our own SLP, Tara

Carina M., CCC-SLP
Celebrating Black History Month

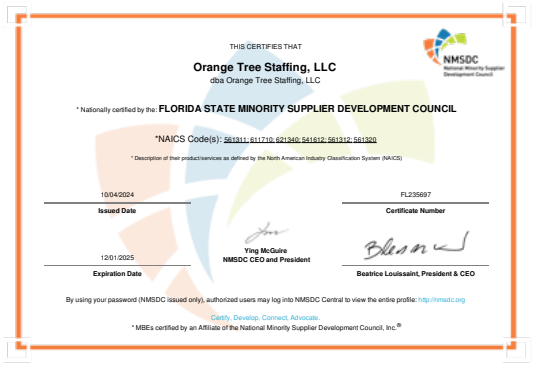
Honoring students with scholarships to attend higher education
"Hispanic Heritage Scholarship Fund"

OTS Recruitment team celebrated "Max's" accomplishments in support of World Cerebral Palsy Day!

OTS GIVES BACK: PROFESSIONAL AFFILIATIONS

Orange Tree Staffing is currently affiliated with the following professional organizations:

State of FL Women and Minority Businesses



National Minority Supplier Development Council

American Staffing Association Member

Hispanic Chamber of Commerce Winter Park and Maitland

Hispanic Heritage Scholarship Fund

Inc. 5000 Recipient and Member

Maitland Area Chamber of Commerce

Special Olympics Sponsor

Hispanic Chamber Of Commerce Metro Orlando

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PROMISE OF NON-DISCRIMINATION

Orange Tree Staffing is proud to be an equal opportunity work place.

OTS is committed to the principle of equal employment opportunity for all employees and contracted staff by providing a work environment free of discrimination and harassment. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran or disability status. OTS is committed to providing an environment of mutual respect where equal employment opportunities are available to all applicants and teammates. OTS believes that diversity and inclusion among our teammates is critical to our success, and we seek to recruit, develop and retain the most talented professionals from a diverse candidate pool.

Mardly R. Perez-Smith _____ 12/01/2025 _____

Mardly R. Perez-Smith | Owner

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OTS DRUG-FREE WORKPLACE CERTIFICATION FORM

Orange Tree Staffing, LLC (OTS) certifies that it has a drug-free workplace. A statement is posted and provided to employees and contractors that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and actions will be taken for violations of such prohibition, including termination. OTS certifies the following:

1. Employees and contractors have and are informed of the dangers of drug abuse in the workplace. It is OTS's business policy of maintaining a drug-free workplace. Drug counseling, rehabilitation, and employee assistance programs and penalties may be imposed upon employees for drug abuse violations.

2. Employees and contractors engaged in providing services must adhere to a drug-free workplace environment.

3. Employees and contractors will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

4. Required satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

5. OTS maintains a good faith effort to continue to maintain a drug-free workplace at all times.

OTS recognizes alcohol and drug abuse as potential health, safety, and security problem. OTS expects all employees and contractors to maintain a work environment free from the effects of alcohol, drugs, or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment and contracting services, and violations of the policy may lead to discipline and/or termination.

All employees and contractors are prohibited from engaging in the unlawful manufacture, possession, use, distribution, or purchase of illicit drugs, alcohol, or other intoxicants, as well as the misuse of prescription drugs on Company premises or at any time and any place during working hours. While OTS cannot control the behavior of the premises during non-work hours, we encourage all to behave responsibly and appropriately at all times. All employees and contractors are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees and contractors who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination.

OTS reserves the right to perform random and reasonable drug testing. Any off-duty activity, including drug or alcohol-related activity, that leads to an arrest or that causes embarrassment to the Company are grounds for discipline and or termination.

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State of Florida
Department of State

I certify from the records of this office that ORANGE TREE STAFFING, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 9, 2010, effective June 1, 2010.

The document number of this limited liability company is L10000039019.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 10, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of May, 2025

Secretary of State

Tracking Number: 1931229853CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 26, 2024
Secretary of State
0256281937CC

DOCUMENT# L10000039019

Entity Name: ORANGE TREE STAFFING, LLC

Current Principal Place of Business:

2300 MAITLAND CENTER PARKWAY
SUITE 200
MAITLAND, FL 32751

Current Mailing Address:

2300 MAITLAND CENTER PARKWAY
SUITE 200
MAITLAND, FL 32751 US

FEI Number: 27-2326093

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

SMITH, MARDLY R
2300 MAITLAND CENTER PARKWAY
SUITE 200
MAITLAND, FL 32751 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	OWNER
Name	SMITH, MARDLY R
Address	2300 MAITLAND CENTER PARKWAY SUITE 200
City-State-Zip:	MAITLAND FL 32751

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARDLY R. SMITH OWNER 01/26/2024

Electronic Signature of Signing Authorized Person(s) Detail — Date

Sunbiz.org Division of Corporations
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
ORANGE TREE STAFFING, LLC

Filing Information

Document Number	L10000039019
FEI/EIN Number	27-2326093
Date Filed	04/09/2010
Effective Date	06/01/2010
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	12/14/2021
Event Effective Date	01/01/2017

Principal Address

2300 Maitland Center Parkway
Suite 200
Maitland, FL 32751

Changed: 01/04/2022

Mailing Address

2300 Maitland Center Parkway
Suite 200
Maitland, FL 32751

Changed: 01/04/2022

Registered Agent Name & Address

SMITH, MARDLY R
2300 MAITLAND CENTER PARKWAY
SUITE 200
MAITLAND, FL 32751

Address Changed: 12/14/2021

Authorized Person(s) Detail

Name & Address

Title Owner

SMITH, MARDLY R
2300 Maitland Center Parkway
Suite 200
Maitland, FL 32751

Annual Reports

Report Year	Filed Date
2022	01/04/2022
2023	01/04/2023
2024	01/26/2024

Document Images

01/26/2024 -- ANNUAL REPORT	View image in PDF format
01/04/2023 -- ANNUAL REPORT	View image in PDF format
01/04/2022 -- ANNUAL REPORT	View image in PDF format
12/14/2021 -- CORLCRACHG	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
02/12/2017 -- ANNUAL REPORT	View image in PDF format
11/10/2016 -- LC Amendment and Name Change	View image in PDF format
02/04/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
07/13/2012 -- Reg. Agent Change	View image in PDF format
03/14/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
04/09/2010 -- Florida Limited Liability	View image in PDF format

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Secretary of the State of Connecticut
Certificate of Legal Existence

Certificate of Legal Existence Certificate

Date Issued: May 26, 2022

I, the Connecticut Secretary of the State, and keeper of the seal thereof, do hereby certify that the below limited liability company organized under the laws of United States / FL and transacting business in the state of Connecticut filed an application for certificate of registration to transact business in this office.

A certificate of withdrawal of registration has not been filed, and so far, as indicated by the records of this office, such limited liability company is authorized to transact business in Connecticut.

Business Details

Business Name in State of Formation	ORANGE TREE STAFFING, LLC
Name used to transact Business in Connecticut	ORANGE TREE STAFFING, LLC
Business ALEI	US-CT.BER:1380476
Registration Date	03/02/2021

Secretary of the State

Business ALEI: US-CT.BER:1380476
Note: To verify this certificate, visit Business.ct.gov

Certificate Number: C-00047515

OTS SAM.GOV & E-VERIFY CERTIFICATIONS

Orange Tree Staffing, LLC is a certified entity through the following organizations and is dedicated to providing all necessary documentation and certifications to the district with the highest level of compliance and professionalism

Sam.Gov:

Unique Entity ID: C1M7WMTGEVE5 | CAGE/NCAGE: 9AFM1

E-Verify:

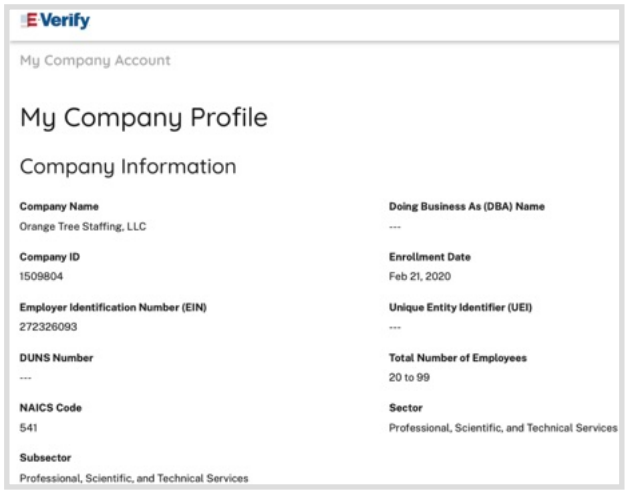
Company ID: 1509804 | Enrollment Date: 2.21.2020

OTS W-9

Company EIN #: 27-2326093

Mardly R. Perez-Smith
Mardly R. Perez-Smith | Owner

12/01/2025
Date



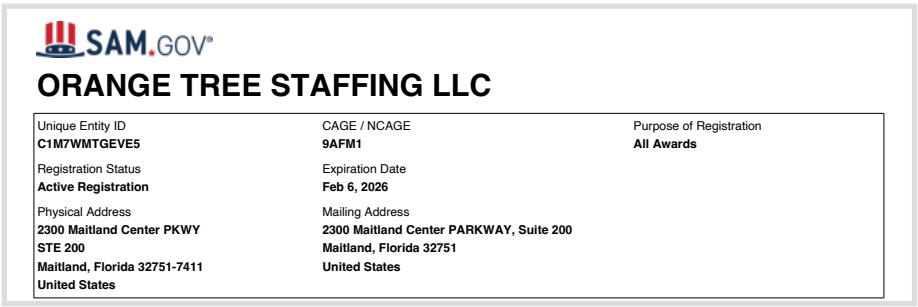
E-Verify

My Company Account

My Company Profile

Company Information

Company Name Orange Tree Staffing, LLC	**Doing Business As (DBA) Name** ---
Company ID 1509804	**Enrollment Date** Feb 21, 2020
Employer Identification Number (EIN) 272326093	**Unique Entity Identifier (UEI)** ---
DUNS Number ---	**Total Number of Employees** 20 to 99
NAICS Code 541	**Sector** Professional, Scientific, and Technical Services
Subsector Professional, Scientific, and Technical Services	



SAM.GOV

ORANGE TREE STAFFING LLC

Unique Entity ID **C1M7WMTGEVE5**	CAGE / NCAGE **9AFM1**	Purpose of Registration **All Awards**
Registration Status **Active Registration**	Expiration Date **Feb 6, 2026**	
Physical Address **2300 Maitland Center PKWY STE 200 Maitland, Florida 32751-7411 United States**	Mailing Address **2300 Maitland Center PARKWAY, Suite 200 Maitland, Florida 32751 United States**	

#11

Waterbury Board of Education

FY2025-2026

December
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$10,922,425	$10,922,425	$5,021,285	$0	$5,901,140	$10,922,425	$0
511102	Teachers	$32,216,577	$32,216,577	$12,406,277	$0	$19,810,300	$32,806,995	($590,418)
511104	Superintendent	$454,426	$454,426	$201,673	$0	$252,753	$439,673	$14,753
511106	Early Incentive Certifiied	$526,072	$526,072	$699,763	$0	($173,691)	$699,763	($173,691)
511107	Certified Coaches	$770,000	$770,000	$255,893	$0	$514,107	$770,000	$0
511108	School Psychologists	$1,358,071	$1,358,071	$379,589	$0	$978,482	$1,035,656	$322,415
511109	School Social Workers	$2,365,883	$2,365,883	$769,372	$0	$1,596,511	$2,218,490	$147,393
511110	Speech Pathologists	$2,498,279	$2,498,279	$1,104,917	$0	$1,393,362	$3,233,953	($735,674)
511111	Assistant Superintendent	$173,250	$173,250	$19,990	$0	$153,260	$19,990	$153,260
511113	Extra Compensatory Stipend	$159,000	$159,000	$0	$0	$159,000	$159,000	$0
511201	Non-Certified Salaries	$3,039,351	$3,039,351	$780,498	$0	$2,258,853	$3,020,149	$19,202
511202	Clerical Wages	$1,182,727	$1,182,727	$517,273	$0	$665,454	$1,061,811	$120,916
511204	Crossing Guards	$391,442	$391,442	$188,035	$0	$203,407	$391,442	$0
511206	Educational	$418,909	$418,909	$150,137	$0	$268,772	$300,000	$118,909
511212	Substitute Teachers	$520,000	$520,000	$147,981	$43,307	$328,712	$375,677	$144,323
511217	Library Aides	$148,125	$148,125	$76,152	$0	$71,973	$148,125	$0
511219	School Clerical	$2,421,154	$2,421,154	$1,112,598	$0	$1,308,556	$2,283,340	$137,814
511220	Fiscal Administration	$775,301	$775,301	$277,968	$0	$497,333	$583,897	$191,404
511222	Transportation Coordinator	$217,296	$217,296	$98,992	$0	$118,304	$217,296	$0
511223	Office Aides	$180,000	$180,000	$51,020	$0	$128,980	$175,520	$4,480
511225	School Maintenance Non-Certified	$2,675,166	$2,675,166	$1,146,980	$0	$1,528,186	$2,461,249	$213,917
511226	Custodians Non-Certified	$6,242,816	$6,242,816	$3,009,795	$0	$3,233,021	$6,226,140	$16,676
511227	Overtime - Outside Activities	$300,000	$300,000	$71,877	$0	$228,123	$300,000	$0
511228	Paraprofessionals	$10,056,786	$10,056,786	$4,395,123	$0	$5,661,663	$9,825,774	$231,012
511229	Bus Duty	$265,000	$265,000	$2,712	$0	$262,288	$265,000	$0
511232	Attendance Counselors	$131,096	$131,096	$35,223	$0	$95,873	$131,096	$0
511233	ABA Behaviorial Therapist	$917,094	$917,094	$371,152	$0	$545,942	$824,470	$92,624
511234	Interpreters	$158,714	$158,714	$66,171	$0	$92,543	$158,714	$0
511236	Snow Removal	$0	$0	$12,508	$0	($12,508)	$0	$0
511650	Overtime	$775,000	$775,000	$379,785	$0	$395,215	$775,000	$0
511653	Longevity	$5,620	$5,620	$6,930	$0	($1,310)	$5,620	$0
511700	Extra Police Protection	$1,011,747	$1,011,747	$80,119	$0	$931,628	$1,011,747	$0
511800	Vacation and Sick Term Payout	$548,442	$548,442	$100,077	$0	$448,365	$548,442	$0
522501	Health Insurance-General	$11,000,000	$11,000,000	$0	$0	$11,000,000	$11,000,000	$0
529001	Car Allowance	$104,800	$104,800	$46,910	$0	$57,890	$104,800	$0
529003	Meal Allowances	$15,000	$15,000	$11,493	$2,341	$1,166	$15,000	$0
Subtotal Salaries		**$94,945,569**	**$94,945,569**	**$33,996,269**	**$45,648**	**$60,903,652**	**$94,516,254**	**$429,315**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,200,000	$4,200,000	$1,575,627	$1,424,373	$1,200,000	$4,400,000	($200,000)
533020	Consulting Services	$269,796	$269,796	$41,983	$97,488	$130,325	$269,796	$0
533100	Auditing	$64,000	$64,000	$59,167	$4,833	$0	$64,000	$0
539005	Sporting Officials	$25,000	$25,000	$271	$0	$24,729	$25,000	$0
539008	Messenger Service	$40,000	$40,000	$16,269	$17,578	$6,153	$40,000	$0
543000	General Repairs & Maintenance	$1,546,830	$1,546,830	$599,634	$245,531	$701,665	$1,546,830	$0
543011	Maintenance - Service Contracts	$920,000	$920,000	$330,152	$436,935	$152,913	$920,000	$0
544002	Building Rental	$581,542	$581,542	$276,203	$291,203	$14,136	$581,542	$0
545002	Water	$275,000	$275,000	$81,266	$0	$193,734	$275,000	$0
545006	Electricity	$3,900,000	$3,900,000	$1,541,751	$0	$2,358,249	$3,975,800	($75,800)
545013	Security/Safety	$100,000	$100,000	$72,803	$17,982	$9,215	$100,000	$0
551000	Pupil Transportation	$20,916,330	$20,916,330	$7,856,683	$12,386,197	$673,450	$21,051,180	($134,850)
553001	Postage	$45,000	$45,000	$15,889	$0	$29,111	$45,000	$0
553002	Telephone	$200,000	$200,000	$153,746	$27,337	$18,917	$200,000	$0
553005	Wide-area Network (SBC)	$100,408	$100,408	$54,069	$43,431	$2,908	$100,408	$0
556055	Tuition - Outside	$19,600,856	$19,600,856	$6,984,278	$6,489,220	$6,127,358	$19,600,856	$0
556056	Purchased Service - Outside	$4,655,000	$4,655,000	$1,203,348	$2,351,997	$1,099,655	$4,637,211	$17,789
557000	Tuition Reimbursement	$15,000	$15,000	$4,874	$0	$10,127	$15,000	$0
558000	Travel Expenses	$5,000	$5,000	$2,482	$0	$2,518	$5,000	$0
559001	Advertising	$13,000	$13,000	$0	$0	$13,000	$13,000	$0
559002	Printing & Binding	$18,000	$18,000	$4,174	$0	$13,826	$18,000	$0
559104	Insurance - Athletics	$22,351	$22,351	$19,851	$0	$2,500	$19,851	$2,500
Subtotal Purchased Services		**$57,513,113**	**$57,513,113**	**$20,894,520**	**$23,834,106**	**$12,784,488**	**$57,903,474**	**($390,361)**
Supplies/Materials								
561100	Instructional Supplies	$1,392,104	$1,392,104	$650,315	$225,274	$516,515	$1,392,104	$0
561200	Office Supplies	$75,590	$75,590	$19,125	$9,138	$47,328	$75,590	$0
561210	Intake Center Supplies	$3,500	$3,500	$2,941	$130	$429	$3,500	$0
561211	Recruitment Supplies	$50,000	$50,000	$20,688	$9,464	$19,849	$50,000	$0
561212	Medicaid Supplies	$8,000	$8,000	$2,180	$1,288	$4,531	$8,000	$0
561501	Diesel	$160,284	$160,284	$65,242	$87,028	$8,014	$160,284	$0
561503	Gasoline	$208,294	$208,294	$90,168	$70,349	$47,777	$208,294	$0
561505	Natural Gas	$1,650,000	$1,650,000	$557,302	$0	$1,092,698	$1,688,954	($38,954)
561507	Janitorial Supplies	$465,000	$465,000	$303,127	$32,659	$129,213	$465,000	$0
561508	Electrical Supplies	$60,000	$60,000	$9,351	$14,888	$35,761	$60,000	$0
561509	Plumbing Supplies	$110,000	$110,000	$75,390	$28,872	$5,739	$110,000	$0
561510	Building & Ground Supplies	$200,000	$200,000	$104,454	$38,425	$57,121	$200,000	$0
561511	Propane	$338,500	$338,500	$229,484	$109,016	$0	$338,500	$0
567000	Clothing Supplies	$50,000	$50,000	$12,160	$36,815	$1,025	$50,000	$0
567001	Crossing Guard Uniforms	$2,000	$2,000	$1,784	$0	$217	$2,000	$0
569010	Recreational Supplies	$15,000	$15,000	$4,748	$2,309	$7,943	$15,000	$0
569029	Athletic Supplies	$137,896	$137,896	$60,872	$46,618	$30,406	$137,896	$0
Subtotal Supplies/Materials		**$4,926,168**	**$4,926,168**	**$2,209,331**	**$712,272**	**$2,004,565**	**$4,965,122**	**($38,954)**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$4,480	$0	$10,520	$15,000	$0
575200	Office Equipment	$170,000	$170,000	$70,753	$17,826	$81,420	$170,000	$0
575408	Plant Equipment	$40,000	$40,000	$3,137	$10,386	$26,477	$40,000	$0
Subtotal Property		**$225,000**	**$225,000**	**$78,370**	**$28,212**	**$118,418**	**$225,000**	**$0**
Other/Miscellaneous								
589021	Mattatuck Museum	$12,000	$12,000	$0	$12,000	$0	$12,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$10,350	$0	$10,350	$20,700	$0
589036	Emergency Fund	$9,450	$9,450	$9,139	$0	$312	$9,450	$0
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$10,000	$4,355	$0	$5,645	$10,000	$0
589205	Coaches Reimbursements	$3,000	$3,000	$601	$0	$2,399	$3,000	$0
589900	Dues & Publications	$65,000	$65,000	$34,024	$4,457	$26,519	$65,000	$0
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$145,000	$145,000	$129,510	$0	$15,490	$145,000	$0
Total Other/Miscellaneous		**$765,150**	**$765,150**	**$687,978**	**$16,457**	**$60,715**	**$765,150**	**$0**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$57,866,467**	**$24,636,694**	**$75,871,838**	**$158,375,000**	**$0**
	Alliance Non-Reform/Reform	**$71,617,091**	**$71,617,091**	**$23,987,904**	**$0**	**$47,629,187**	**$71,617,091**	$0
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$1,000,000	$0
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$1,000,000	$0
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$450,000	$0
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$0	$675,000
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$0	$500,000
Total Additional Funding		**$75,242,091**	**$75,242,091**	**$23,987,904**	**$0**	**$51,254,187**	**$74,067,091**	$1,175,000
GRAND TOTAL ALL FUNDING		**$233,617,091**	**$233,617,091**	**$81,854,371**	**$24,636,694**	**$127,126,025**	**$232,442,091**	**$1,175,000**

#12

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, February 12, 2026**
BOARD MEETING: **Thursday, February 19, 2026**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

I move that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments.

GROUP	FACILITIES AND DATES/TIMES
E. Perez	Washington gym: Saturday, Feb. 7th 8:30am – 11:30am (Math Family Activity)
N. Cuevas	Walsh gym & café: Thursday, Feb. 19th 5:00pm – 6:30pm (Reading Night for Walsh families)
M. Harris	Career Academy Rm. 113: Saturdays, 1/24 thru 3/7/26 9am-2pm (Robotics Team)
J. Schumacher	WAMS atrium: Wednesday, Feb. 11th 5:30 – 8:30 pm (Valentines Coffee house)
E. Devin	North End media center: Thursday, Feb. 12th 5:00 – 7:30 pm (BHM Literacy Night)
N. Albini	West Side media center: Tuesday, Feb. 3rd 3:00 – 5:00 pm (Health & Wellness Advisory Council meeting) West Side media center: Monday, April 13th 3:00 – 5:00 pm (Health & Wellness Advisory Council meeting)
Y. Iglesias	International School library: Thursdays Jan. 15th to May 28th 5:30-8:00 pm (Connecting The Dots leadership program for parents)
D. Ferreira	WAMS atrium: Thursday, Jan. 29th 5:00 – 9:00pm (21st Century Family Night)
I Morales	WAMS atrium: Wednesday, May 13th 5:00-6:30 pm (accepted student orientation)
N. Cuevas	Walsh gym & café: Thursday, Feb. 26th 5:00-7:00 pm (Black History Month pot luck dinner for Walsh families)
E. Andrzejewski	Crosby aud.: Tuesday, April 28th 5:00 – 7:00 pm (National Honor society Induction Ceremony)
L. Latreille	Crosby aud.: Friday, May 15th 10am – 8pm (Spring drama show)

M. Rocco	W. Cross gym: Saturday, Feb. 28th 10:00am – 4:00pm (Pop Up Pantry)
D. Conroy	WAMS recital hall: January 8th thru March 8th (Monday –Friday) Rehearsals until 4:30 pm and on production week Mar. 2nd – 8th 2pm – 9pm includes evening performances)
M. Maldonado	Enlightenment café: Tuesday, May 19th 5:00-7:00pm (support for students and families as they transition from alternative educ.) Enlightenment café: Tuesday, April 14th 5:00 – 7:00 pm (to help access summer resources)
S. LaBonte	Wilby aud.: Tuesday. April; 21st thru Friday, May 1st 5pm –9pm (rehearsals and performances of school musical – Grease
E. Lanza	Gilmartin café: Wednesday, Feb. 4th 4:00-7:00 pm (Literacy Night rescheduled)
T. Trotman	Wilby café: Tuesday, Feb. 3rd 9-10am (Self Nurturing mtg.) Wilby gym: Tuesday, Feb. 10th 9-10am (Health Wellness/Fitness mtg.) Wilby gym: Friday, Feb. 13th 12:45-1:45pm (Berkley Knights Drill tem)
R. Epps	Wilby aud.: Friday, February 20th 5:00-8:00 pm (Family Feud STEM Night)
A Iturbides Wtby. BTS	Duggan/front area: Nov./2025 – Jan./2026 biweekly food truck 8:30am-10:30am (provide food to Bbrooklyn community)
K. Punter	Career Academy café: Feb. 11th 5-8pm PTSO mtg. Career Academy gym: Feb. 27th 6-11pm Black History Event Career Academy café: Mar. 11th 5-8pm PTSO mtg. Career Academy café: Apr. 15th 5-8pm PTSO mtg.
C. Harris	Driggs café & library: Feb. 26th 5-7:30 pm Parents meeting
K. Poulter	North End café: Thursday, Feb. 26th 4:30 – 7:00 pm (North End swim team banquet)
E. Lanza	Gilmartin café & gym: Thursday, Feb. 26th 3:00-7:30 pm (Family engagement Night/elem. Family dance) Gilmartin café & gym: Friday, March27th 4:00-7:30 pm (Middle school dance)
I Alves	WAMS café: Thursday, Feb. 26th 5:00-7:00 pm (Title I Family Resource Night)

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1/15/26

TO: SCHOOL BUSINESS OFFICE

FROM: Eileen Perez

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

NAME OF SCHOOL REQUESTED: Washington School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: February 7th 2026

FROM: 8:30 (am)/pm TO: 11:30 (am)/pm

FOR THE FOLLOWING PURPOSES:

Math Family activity.

E Perez

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.

1200K

SCHOOL PERSONNEL USE ONLY

DATE: 1-20-26

TO: SCHOOL BUSINESS OFFICE

FROM: Mrs. Cuevas

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

NAME OF SCHOOL REQUESTED: Walsh School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Feb 19, 2026

FROM: 5:00 am/(pm) TO: 6:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Reading Night for Walsh families

Nicole

APPLICANT

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

DATE: 1.16.26

TO: SCHOOL BUSINESS OFFICE

FROM: Michael Harris

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

NAME OF SCHOOL REQUESTED: WLA

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms Room - 113

DATES REQUESTED: 1.24, 1/31, 2/7, 2/14, 2/21, 2/28, 3/7

FROM: 9:00 am/pm TO: 2:00 am/pm

FOR THE FOLLOWING PURPOSES:

Robotics Team

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

DATE: 1/12/26

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS - Jason Schumacher

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms ✓ Atrium

DATES REQUESTED: 2/11/26

FROM: 5:30 am/(pm) TO: 8:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Valentines Coffee House - TriM

J - AA

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.

Look

SCHOOL PERSONNEL USE ONLY

DATE: 1/15/26

TO: SCHOOL BUSINESS OFFICE

FROM: NEMS

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

NAME OF SCHOOL REQUESTED: North End

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

DATES REQUESTED: Thursday 2/12/26

FROM: 5:00 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

BHM Literacy Night.

Evelynn Devin
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

DATE: January 14, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Nicholas J. Albini, Chief Operating Officer

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

NAME OF SCHOOL REQUESTED: West Side Middle School Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Tuesday, February 3, 2026

FROM: 3:00 am/pm TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury Public Schools Health & Wellness Advisory Council; use of laptop, projector and screen needed; no food. 15 to 20 people. Set up 8 tables in a square with 24 chairs (6 at each table).

Nicholas J. Albini
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

DATE: January 14, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Nicholas J. Albini, Chief Operating Officer

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

NAME OF SCHOOL REQUESTED: West Side Middle School Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Monday, April 13, 2026

FROM: 3:00 am/pm TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury Public Schools Health & Wellness Advisory Council; use of laptop, projector and screen needed; no food. 15 to 20 people. Set up 8 tables in a square with 24 chairs (6 at each table).

Nicholas J. Albini
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

DATE: 12/8/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Yoellie Iglesias, Madre LatiNa Organization Inc.

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

NAME OF SCHOOL REQUESTED: International Dual Language School

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

DATES REQUESTED: January 15 to May 28 (Every Thursday)

FROM: 5:30 pm am/pm TO: 8:00 pm am/pm

FOR THE FOLLOWING PURPOSES:

Connecting the Dots program is a leadership program for parents.

The participants will access vital community resources, develop leadership skills and advocy skills.

Yoellie Iglesias

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

DATE: 1/15/29

TO: SCHOOL BUSINESS OFFICE

FROM: Daniel Ferreira - 21st Century

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

NAME OF SCHOOL REQUESTED: W. A. M. S - Atrium

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 1/29/26

FROM: 5:00 am/pm TO: 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

21st Century Family night

Daniel Ferreira
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 1/14/26

TO: SCHOOL BUSINESS OFFICE

FROM: Ilene M. Morales (Magnet School Specialist)

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 *(Atrium)

DATES REQUESTED: May 13, 2026

FROM: 5:00 am/(pm) TO: 6:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Accepted Student Orientation
(2026 - 2027 school year)
(tables-4; chairs - 150; smart board, microphone)

Ilene M Morales
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.

Kook

SCHOOL PERSONNEL USE ONLY

DATE: 1-20-26

TO: SCHOOL BUSINESS OFFICE

FROM: Mrs. Cuevas

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

NAME OF SCHOOL REQUESTED: Walsh School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Feb 26th, 2026

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

FOR THE FOLLOWING PURPOSES:

Black History Month Pot Luck Dinner for Walsh families.

Mrs.
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 10/21/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Elizabeth Andrzejewski, Crosby High School

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: Tuesday, April 28, 2026

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

FOR THE FOLLOWING PURPOSES:

National Honor Society Induction Ceremony

Elizabeth Andrzejewski
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 01/21/26

TO: SCHOOL BUSINESS OFFICE

FROM: Lexy Latreille

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: 05/15/26

FROM: 10:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Crosby Spring Talent Show Spring Drama show

APPLICANT Lexy

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.

Took

SCHOOL PERSONNEL USE ONLY

DATE: 2/28/26_____

TO: SCHOOL BUSINESS OFFICE

FROM: Devan Eason/Margaret Rocco____

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

NAME OF SCHOOL REQUESTED: **Wendell Cross Elementary School**_____

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: **Saturday Feb 28th** _____

FROM: **10:00 am** TO: **4:00pm** FOR THE FOLLOWING

PURPOSES:

_____

Pop up Food Pantry

_____

_____

_____
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 EMAA

SCHOOL PERSONNEL USE ONLY

DATE: 1/21/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Dawn Marie Conroy

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

NAME OF SCHOOL REQUESTED: WAMS

☑ Recital Hall Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Jan 8 - Mar 8, 2026

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

FOR THE FOLLOWING PURPOSES:

You're A Good Man, Charlie Brown (Revised)
rehearsals after school M-F until 4:30 pm
Production Week Mar 2-8 includes evening performances

Dawn Marie Conroy
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: January 21st, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Ms. Maldonado, Parent Liaison

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

NAME OF SCHOOL REQUESTED: Enlightenment AHi Program

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: May 19th, 2026

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

FOR THE FOLLOWING PURPOSES:

TO Support students and families as they transition from alternative education to comprehensive schools, adult education, or the real world.

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.

Look

SCHOOL PERSONNEL USE ONLY

DATE: January 21st, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Ms. Maldonado, Parent Liaison

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

NAME OF SCHOOL REQUESTED: Enlightenment Alt. Program

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: April 14th, 2026

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

FOR THE FOLLOWING PURPOSES:

Parthering with Parents - To help Families access Summer resources and connect with the Parent Liaison for Support and guidance.

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.

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Booked

SCHOOL PERSONNEL USE ONLY

DATE: 1/20/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Wilby H.S.

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

NAME OF SCHOOL REQUESTED: Wilby H.S.

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: April 21st - May 1st (Reserved for play/put up/set)

FROM: _____ am/pm TO: _____ am/pm

FOR THE FOLLOWING PURPOSES: Play Dates Thursday, April 30th 5pm - 9pm Friday, May 1st 6pm - 9pm (need all auditoriums)

School musical Greece is the Word: The Zeussical

Stephanie LaBonte
APPLICANT ext 14136

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

SCHOOL PERSONNEL USE ONLY

DATE: 1/28/25

TO: SCHOOL BUSINESS OFFICE

FROM: Gilmartin - Erika Lanza

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

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 2/4/26

FROM: 4:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Literacy Night Rescheduled

Erika Lanza
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

DATE: 1-20-2026

TO: SCHOOL BUSINESS OFFICE

FROM: Tracey Trotman

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

NAME OF SCHOOL REQUESTED: Wilby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: 2-3-2026

FROM: 9 am/pm TO: 10:00 am/pm

FOR THE FOLLOWING PURPOSES:

Crown & Glory with Personal Care Appearance Self Nurturing

Tracey Trotman
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

DATE: 1-20 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Tracey Trotman

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

NAME OF SCHOOL REQUESTED: Wilby

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 2-10-2026

FROM: 9 am/pm TO: 10:00 am/pm

FOR THE FOLLOWING PURPOSES:

Health Wellness & Fitness Natures Own, Divine Health, Built 4 Success and Pouring Your Body.

Tracey Trotman
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 1-03-2026

TO: SCHOOL BUSINESS OFFICE

FROM: Tracey Trotman

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

NAME OF SCHOOL REQUESTED: Colby

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 2-13-2026

FROM: 12:45 am/pm TO: 2:45 am/pm

FOR THE FOLLOWING PURPOSES:

Performance with Berkely Knights Drill Team, Dynamic Rosette Dolls

APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 02/02/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Wilby High School

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

NAME OF SCHOOL REQUESTED: Wilby High School

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: February 20, 2026

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Family Feud .S.T.E.M. Night

APPLICANT

R. Epps

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

DATE:
_____2/3/26_____

TO: SCHOOL BUSINESS OFFICE

FROM: Ana Iturbides_____

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

NAME OF SCHOOL REQUESTED: ____John Duggan Elementary School_____

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms (Outside Front of School)

DATES REQUESTED: __2025: Nov 11 & 25, Dec 9 & 23, _2026: Jan 6 & 20 Feb 3 & 17, Mar 3,17, & 31 Apr 14 & 28, _May 12 & 26, June 9 & 23, July 14 & 28, Aug 11 & 25, Sept 8 & 22, Oct 6 & 20, Nov 10 & 24, Dec 8 & 22, 2027: Jan 5 & 19

_____

FROM: ____8:30am_____ am/pm TO: _____10:30am_____ am/pm

FOR THE FOLLOWING PURPOSES:

___Waterbuy BTS, staffs and supports a foodtruck to feed the Brooklyn community biweekly provided by Ct-foodshare_____

Waterbury Bridge to Success
Ana Iturbides

_____
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.

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(Post Nov - Jan)

Yook

SCHOOL PERSONNEL USE ONLY

DATE: 1/13/2026

TO: SCHOOL BUSINESS OFFICE

FROM: WCA Krisha Punter

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: February 11, 2026

FROM: 5 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

PTSO / School Governance Council Meeting

K. Punter

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.

Yoda

SCHOOL PERSONNEL USE ONLY

DATE: 1/13/2026

TO: SCHOOL BUSINESS OFFICE

FROM: WCA – Keisha Punter

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: February 27

FROM: 6 (am)/pm TO: 11 (am)/pm

FOR THE FOLLOWING PURPOSES:

Black History Month Celebration.

K. Punter

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.

Good

SCHOOL PERSONNEL USE ONLY

DATE: 1/13/2026

TO: SCHOOL BUSINESS OFFICE

FROM: WCA - Keisha Punter

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: March 11, 2026

FROM: 5 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

PTSO / School Governance Council Meeting.

K. Punter

APPLICANT

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

DATE: 1/13/2026

TO: SCHOOL BUSINESS OFFICE

FROM: WCA - Keisha Punter

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

NAME OF SCHOOL REQUESTED: WCA -

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: April 15, 2026

FROM: 5 am (pm) TO: 8 am (pm)

FOR THE FOLLOWING PURPOSES:

PTSO / School Governance Council Meeting.

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.

Good

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

CONTRACT#

APPLICANT Chelsey Harris NAME OF ORGANIZATION Waterbury Bridge to Success

ADDRESS 83 Prospect Street (street) Wtby (city) CT (state) 06702 (zip code) TELEPHONE # 203-228-8774

SCHOOL REQUESTED Driggs DATES 2/26/16 ROOM(S) Cafeteria/Library

OPENING TIME 5:00 CLOSING TIME 7:30 PURPOSE Parents of Waterbury Meeting

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 15

SIGNATURE OFAPPLICANT CH DATE 2/5/16

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

Chelsey Harris 75 Gail Dr Wtby CT 06704 203-228-8774

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. CH (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

SCHOOL PERSONNEL USE ONLY

DATE: 2/5/2026

TO: SCHOOL BUSINESS OFFICE

FROM: NEMS- Kara Poulter

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

NAME OF SCHOOL REQUESTED: North End Middle School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 2/26/2026

FROM: 4:30 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

North End Swim banquet

Kara Poulter
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

DATE: 2/9/26

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

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

NAME OF SCHOOL REQUESTED: St Martin

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Thursday Feb. 26, 2026

FROM: 3:00 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Family Engagement Night -
Elementary family dance

Erika Lanza
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.

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Cancel Catholic Academy

Hook

SCHOOL PERSONNEL USE ONLY

DATE: 2/9/24

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

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

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Friday March 22, 2024

FROM: 4:00 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Middle School Dance

Erika Lanza
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.

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Cancel Catholic Academy

SCHOOL PERSONNEL USE ONLY

DATE: 2/9/26

TO: SCHOOL BUSINESS OFFICE

FROM: PL - Isa Alves

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

NAME OF SCHOOL REQUESTED: WAMS - Cafeteria

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Thursday, February 26, 2026

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

FOR THE FOLLOWING PURPOSES:

Title I - Family Resource Night & SmartBoard

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.

#13

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, February 12, 2026**
BOARD MEETING: **Thursday, February 19, 2026**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

I move that the Waterbury Board of Education approve the use of school facilities and/or waiver requests by the following groups and organizations subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES

REQUESTING WAIVERS:

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

Girl Scouts of CT D. Dzicek	West Side M/S parking lot: Saturday, March 14th 7:00am – 11:30am (Cookie distribution site)
Wtby. Bridge to Success T. Fullmore	Duggan café: Thursday, Feb. 26th 4:30-7:30 pm (Family Bingo Night)
Advancing CT Together I Jibrell	Duggan health rm.: Jan. 28th thru April 15th 3:00 – 6:00 pm (VITA tax assistance)
Bouley Manor Neighborhood Assoc.: C. Coretto	Chase café: date change & added date date change to 4/16 and added date 4/6/26 6-8pm

East Mt. Sports Assoc. J. Sciascia	W. Cross café: Wednesdays 2/25, 3/4, 3/11, 3/16, 3/25 5:30 - 7:00 pm (registration for spring soccer & T Ball)
Bridge To Success A. Callum	Reed gym: Friday, Feb. 27th 4:00 – 8:00 pm (Heart Health event)
Golden Years Theatre R. Tansley	Rotella aud. & media ctr.: play rehearsal and performances (attached schedule of dates/ April – Aug.)
Greater Wtby. Children's Theatre T. VanStone, Jr.	Rotella aud.: rehearsals and performances (attached schedule of dates/ March – June)

MONEY COLLECTED TO DATE: **$ 14,461.50**

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

APPLICANT Devon Dzicek NAME OF ORGANIZATION Girl Scouts of CT

ADDRESS 340 Washington St, Hartford, CT 06106 TELEPHONE # 860-522-0163
(street) (city) (state) (zip code)

SCHOOL REQUESTED West Side Middle School DATES March 14,2026 ROOM(S) Side Parking Lot

OPENING TIME 7AM CLOSING TIME 1130 AM PURPOSE Cookie Distribution

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO n/a

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 45 CHILDREN 0

SIGNATURE OFAPPLICANT [signature] DATE 1/13/2025

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Devon Dzicek, 20 Washington St, North Haven CT, 203-537-4607

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 $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

Yook

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

APPLICANT Terrance Fullmore (site coordinator) NAME OF ORGANIZATION waterbury bridge to Success

ADDRESS 83 prospect street (street) wtby (city) ct (state) 06702 (zip code) TELEPHONE #

SCHOOL REQUESTED Duggan DATES 2-26-26 ROOM(S) Cafeteria

OPENING TIME 4:30 CLOSING TIME 7:30 PURPOSE SEL Bingo Night (Family Engagment)

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20-40 CHILDREN 40-60

SIGNATURE OFAPPLICANT DATE 1/20/26

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

Terrance Fullmore / Althea Marshall Brooks 83 prospect Street 475-305-9256

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. TF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

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

APPLICANT Ibrahim Jibrell NAME OF ORGANIZATION Advancing CT Together

ADDRESS 11a Bartholomew Ave, Hartford, CT, TELEPHONE # 860-247-2437
(street) (city) (state) (zip code)

SCHOOL REQUESTED Duggan DATES 1/28/26 - 4/15/26 ROOM(S) Health Room

OPENING TIME 3:00pm CLOSING TIME 6:00pm PURPOSE VITA

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN

SIGNATURE OFAPPLICANT Ibrahim Jibrell DATE 01/15/26

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

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. IJ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: N/A

RENTAL FEES: N/A

MISCELLANEOUS FEES: N/A

SECURITY DEPOSIT $ INSURANCE COVERAGE V YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

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

APPLICANT/ORGANIZATION: Advancing CT Together Vita Program

Please check below specific item(s):

Building Usage Fees ☑ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Duggan - Health Room

✓ DATE(S): 1/28/26	TIMES: 3-6 pm
✓ DATE(S): 2/4/26	TIMES: 3-6 pm
✓ DATE(S): 2/11/26	TIMES: 3-6 pm
✓ DATE(S): 2/18/26	TIMES: 3-6 pm
✓ DATE(S): 2/25/26	TIMES: 3-6 pm
DATE(S):	TIMES:

01/15/26
Date

Ubaun Jibem
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST _____
Clerk, Board of Education

USE OF SCHOOL FACILITIES WAIVER REQUEST

(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: Advancing CT Together - Vita Program

Please check below specific item(s):

Building Usage Fees ☑ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Duggan

DATE(S): 03/04/26	TIMES: 3-6pm
DATE(S): 03/11/26	TIMES: 3-6pm
DATE(S): 03/18/26	TIMES: 3-6pm
DATE(S): 03/25/26	TIMES: 3-6pm
DATE(S):	TIMES:
DATE(S):	TIMES:

01/15/26
Date

Ubaun Jubm
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ _____ Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST _____
Clerk, Board of Education

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

APPLICANT/ORGANIZATION: Advancing CT Together – Vita Program

Please check below specific item(s):

Building Usage Fees ☑ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Duggan

DATE(S): 04/1/26	TIMES: 3-6pm
DATE(S): 04/15/26	TIMES: 3-6pm
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

01/15/26
Date

Ubaldo Tibbs
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____	$ _____	$ _____
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST _____
Clerk, Board of Education

Book

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

APPLICANT CHARLES CORETTO NAME OF ORGANIZATION ROULEY MANOR NEIGHBORHOOD ASSOC.

ADDRESS 73 ALTYRE ST. WATERBURY CT 06705 TELEPHONE # 203-233-5544
(street) (city) (state) (zip code)

SCHOOL REQUESTED CHASE DATES SEE ATTACHED LETTER ROOM(S) CAFETERIA

OPENING TIME 6 PM CLOSING TIME 8 PM PURPOSE MONTHLY ASSOCIATION MEETING

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT; ADULTS 20-25 CHILDREN 0

SIGNATURE OFAPPLICANT Charles Coretto DATE 9/1/2025

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

CHARLES CORETTO 73 ALTYRE ST. WATERBURY, CT 06705 203-233-5544

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

SCHEDULE OF RATES: CUSTODIAL FEES:_____

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE_____YES_____NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

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

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

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

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

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

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

BOULEY MANOR NEIGHBORHOOD ASSOCIATION

September 4, 2025

Dear Board of Education:

The Bouley Manor Neighborhood Association (BMNA) again thanks you for allowing us to use Chase Elementary School for our monthly meetings.

BMNA is requesting your permission to continue using the cafeteria at Chase Elementary School for our 2026.

We meet on the second Thursday of each month, January through December (except no meetings in July or August)
from 6:30pm- 8:00pm. We arrive around 6:00-6:15pm to set up the room and stay a few minutes after to make sure everything is clean. Our average monthly attendance is about 20-25 people. On occasion we may do a "coffee and" and we bring all supplies.

The Meeting Dates for 2026 are:

January 8
February 12
March 12
April ~~9~~ 16
May 14
June 11
September 10
October 8
November 12
December 10

ADD
Friday Feb. 6th
6-8pm

Please feel free to reach out to me at 203-233-5544 or at c.coretto@comcast.net

Sincerely,
Charlie Coretto

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

APPLICANT Jim Sciascia NAME OF ORGANIZATION EMAA

ADDRESS 3 Evas Ter (street) Wolcott (city) CT (state) 06716 (zip code) TELEPHONE # 203-232-9676

SCHOOL REQUESTED Wendell Cross DATES 2/25/26, 3/4/26, 3/11/26, 3/18/26, 3/25/26 ROOM(S) Cafeteria

OPENING TIME 5:30 CLOSING TIME 7:00 PURPOSE Registration TBall & Soccer

ADMISSION (if any) No CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OFAPPLICANT James Sciascia DATE 2/4/2026

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

Jim Sciascia 3 Evas Ter Wolcott, CT 06716 203-232-9676

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. JS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

Book

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

APPLICANT Anika S. Callum NAME OF ORGANIZATION Waterbury Bridge to Success

ADDRESS 83 Prospect Street Waterbury, CT 06702 TELEPHONE # (203) 754-0040
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed Elementary DATES February 27, 2026 ROOM(S) Gymnasium

OPENING TIME 4:00 PM CLOSING TIME 8:00 PM PURPOSE Heart Health Event

ADMISSION (if any) $0 CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 30

SIGNATURE OFAPPLICANT A. S Callum DATE 02/04/2026

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

Althea Brooks, 83 Prospect Street, Waterbury, CT, 06702, 203-507-5790 Anika Callum, 83 Prospect Street, Waterbury, CT, 06702, 347-938-7968

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. AC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

CANCEL PAL

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

APPLICANT Robert E TANSLEY NAME OF ORGANIZATION Golden YEARS THEATRE COMP

ADDRESS 481 HOMESTEAD AVE, WTBY CT 06705 TELEPHONE # 203-525-5003
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES See ATTACHED ROOM(S) THEATER

OPENING TIME _____ CLOSING TIME _____ PURPOSE REHEARSAL FOR MUSICAL

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS Unknown CHILDREN NONE

SIGNATURE OF APPLICANT Robt E Tansley DATE 1/22/2026

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

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

APRIL	7,9,14,16, 21,23	5:30 to 9:00
MAY	5,7,12,14,19,21,26,28	5:30 to 9:00
JUNE	2,4,9,11,16,18,23,25	5:30 to 9:00
JULY	2,7,9,14,16,19,20,21,22,23	
SHOW JULY	24,25,26,31	
SHOW AUGUS	1,2	
	The Fri, Sat shows at 7:00 cast call 5:00	
	The Sunday shows at 2:00 Cast call at 12:00	
	April 7 & 9 Auditions	
	June 16 & 18 We can use a different space if available	
	Sunday July 19 at 2:00	
	July 20,21,22,23 might be longer than 9:00	

Media Ofr.

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: **GOLDEN YEARS THEATRE COMPANY**

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: **THEATER**

DATE(S):	4/14, 16, 21, 23	TIMES:	5:30-9:00 PM
DATE(S):	4/19	TIMES:	2:00– 5:00
DATE(S)	5/5, 7, 12, 14, 19, 21, 26, 28	TIMES:	5:30 9:00 PM
DATE(S):	6/2, 4, 9, 11, 16, 18, 23, 25	TIMES:	5:30– 9:00 PM
DATE(S):	7/2, 7, 9, 16	TIMES:	5:30– 9:00 PM
DATE(S):	7/19	TIMES:	2: 00: 00
DATES (S): 7/20, 21, 22, 23		TIMES	5:30-10:00 PM
DATES (S): 7/24, 25, 31..... 8/1 4..SHOWS		TIMES	5:00-11:00 PM
DATES (S): 7/26 & 8/2.....2 SHOWS		TIMES	12:00– 6:00 PM

1/22/2026
DATE

R Stansley
SIGNATURE

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ _____ Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

APPLICANT Thomas Van Stone Jr NAME OF ORGANIZATION Greater Waterbury Children's Theatre

ADDRESS 135 Grand St #972 Waterbury, CT 06721 TELEPHONE # 203-560-5163
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES (see attached) ROOM(S) Cafeteria, Auditorium, Music Rooms

OPENING TIME varies, see schedule CLOSING TIME varies, see schedule PURPOSE Non profit children's theater produxtion, rehearsals, performances and cast party

ADMISSION (if any) Adults $15, Children $12 CHARGE TO BE DEVOTED TO Production costs, funding for non-profit programming

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

SIGNATURE OF APPLICANT [signature] DATE 1/6/26

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

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

SCHEDULE OF RATES: CUSTODIAL FEES: Waiver requested

RENTAL FEES: Waiver requested

MISCELLANEOUS FEES: Waiver requested

SECURITY DEPOSIT $ Waiver requested INSURANCE COVERAGE X 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)

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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).

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)

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APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

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

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

USE OF SCHOOL FACILITIES WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Greater Waterbury Children's Theatre

Please check below specific item(s):

Building Usage Fees [X] Custodial Fees [X]

SCHOOL/ROOMS REQUESTED: Cafeteria, Auditorium, Music Room, Dance Room, Gym

DATE(S): See attached schedule TIMES: See attached schedule

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

1/18/26

Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ Total fee — Building Usage Fees

$ Total fee — Custodial Fees

$ Total fee — 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

GWCT Wizard of Oz 2026 Production Schedule (TENTATIVE- UPDATED 1/23/26)

March 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20 3-10	~~Requested time (11am-7:30pm)~~ ~~Auditions~~ School
22 Requested time (12pm-7:30pm) Auditions	23	24 Requested time (5:30pm-10pm) Callbacks 5:45-9:30	25	26	27	28 School
29 School	30	31	April 1	April 2	April 3	April 4

School Release

GWCT Wizard of Oz 2026 Production Schedule (TENTATIVE- UPDATED 1/23/26)

April 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
5 EASTER	6	7	8	9	10	11
12 **Requested Time (12pm-6pm)** **Parent Meeting** **Rehearsal**	13 **Requested Time (5pm-9:30pm)** **Rehearsal**	14 **Requested Time (5pm-9:30pm)** **Rehearsal**	15	16	17	18
19 **Requested Time (12pm-7pm)** **Rehearsal**	20 **Requested Time (5pm-9:30pm)** **Rehearsal**	21 **Requested Time (5pm-9:30pm)** **Rehearsal**	22	23	24	25
26 **Requested Time (12pm-7pm)** **Rehearsal**	27 **Requested Time (5pm-9:30pm)** **Rehearsal**	28 **Requested Time (5pm-9:30pm)** **Rehearsal**	29	30	May 1	May 2

GWCT Wizard of Oz 2026 Production Schedule (TENTATIVE- UPDATED 1/23/26)

May 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
3 **Requested Time (12pm-7pm)** **Rehearsal**	4 **Requested Time (5pm-9:30pm)** **Rehearsal**	5 **Requested Time (5pm-9:30pm)** **Rehearsal**	6	7	8	9
10 MOTHER'S DAY	11 **Requested Time (5pm-9:30pm)** **Rehearsal**	12 **Requested Time (5pm-9:30pm)** **Rehearsal**	13	14	15	16
17 **Requested Time (12pm-7pm)** **Rehearsal**	18 **Requested Time (5pm-9:30pm)** **Rehearsal**	19 **Requested Time (5pm-9:30pm)** **Rehearsal**	20	21	22	23
24 **Requested Time (12pm-7pm)** **Rehearsal**	25 MEMORIAL DAY	26 **Requested Time (5pm-9:30pm)** **Rehearsal**	27	28	29	30
31 **Requested Time (12pm-7pm)** **Rehearsal**	June 1 **Requested Time (5pm-9:30pm)** **Rehearsal**	June 2 **Requested Time (5pm-9:30pm)** **Rehearsal**	June 3	June 4	June 5	June 6

GWCT Wizard of Oz 2026 Production Schedule (TENTATIVE- UPDATED 1/23/26)

June 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
7 Requested Time (10am-7pm) Rehearsal	8 Requested Time (5pm-9:30pm) Rehearsal	9 Requested Time (5pm-9:30pm) Rehearsal	10 Requested Time (5pm-10:30pm) Tech Rehearsal	11 Requested Time (5pm-10:30pm) Tech Rehearsal	12 Requested Time (5-10pm) Tech Rehearsal	13 Requested Time (12pm-7pm) Red Cast Full Run Through
Tech Week						
14 Requested Time (10am-7pm) Blue Cast Full Run Through	15 Requested Time (5pm-10:30pm) Red Cast Dress Rehearsal	16 Requested Time (5pm-10:30pm) Tech Rehearsal	17	18 Requested Time (5pm-10:30pm) Blue Cast Dress Rehearsal (LAST DAY OF SCHOOL)	19 Requested Time (3pm-10:30pm) GWCT is happy to pay for any overtime or holiday pay required to have our show on Juneteenth Red Cast Show (JUNETEENTH)	20 Requested Time (3pm-10:30pm) Blue Cast Show
21 Requested Time (10am-5pm) Red Cast Show (FATHER'S DAY)	22	23 Requested Time (4:30pm-9pm) Pick up Rehearsal	24	25	26 Requested Time (3pm-10:30pm) Blue Cast Show	27 Requested Time (3pm-10:30pm) Red Cast Show
28 Requested Time (10am-5pm) Blue Cast Show	29	30	July 1	July 2	July 3	July 4 FOURTH OF JULY

July 2025

5	6	7	8	9	10	11 Requested Time (2pm-7pm) Cast Party

#14

2025-2026

WATERBURY PUBLIC SCHOOLS

2025-2026
School Calendar

July

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

August

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

13th - 15th - Administration Professional Learning
18th - 19th - New Teacher Orientation - 7hr.
20th - Professional Development Day - 7hr.
21st - Professional Development Day - 7hr.
22nd - Professional Development Day - 7hr.
25th - First Day of School

5 Days

September

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1st - Labor Day - No School
3rd - CN Early Dismissal / PD Day
10th - Open House H.S. / Elementary 5-7 pm - Early Dismissal
10th - M.S. Teacher Collaboration / PD - Early Dismissal
17th - Open House M.S. 5-7pm - Early Dismissal
17th - H.S./Elementary Teacher Collab. / PD - Early Dismissal
22nd - Rosh Hashanah - Jewish Holiday
24th - CN Early Dismissal / PD Day

20 Days

October

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1st - Yom Kippur - Jewish Holiday
1st - CN Early Dismissal / PD Day
8th - Professional Development - 7hr. - No School
13th - Columbus Day/ Indigenous Peoples' Day - No School
15th - CN Early Dismissal / PD Day
22nd - CN Early Dismissal / PD Day
29th - CN Early Dismissal / PD Day
29th - End of the 1st MP: HS/MS/Elementary

21 Days

November

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

4th - Election Day - No School
5th - CN Early Dismissal / PD Day
7th - HS/MS/Elementary Grade Submission Ends - 9am
11th - Veterans Day - No School
12th - CN Early Dismissal / PD Day
19th - CN Early Dismissal / PD Day
21st - Pre-K & Kindergarten - End of the 1st MP
26th - Thanksgiving Recess -Early Dismissal
27th & 28th - Thanksgiving Recess - No School

16 Days

December

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3rd - Pre-K & Kindergarten - 1st MP Grade Submission Ends - 9am
3rd - Parent Conference Elementary 5-7pm - Early Dismissal
3rd - Parent Conference H.S. 5-7pm - Early Dismissal
3rd - M.S. Teacher Collaboration /PD - Early Dismissal
10th - Pre-K & Kindergarten - Distribute 1st MP Report Cards
10th - Parent Conference M.S. 5-7pm - Early Dismissal
10th - H.S. & Elementary - Teacher Collab/PD - Early Dismissal
17th - CN Early Dismissal / PD Day
24th - 31st - Winter Recess - No School

13 Days

January

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

1st- New Year's Day - No School - 2nd - Winter Recess - No School
5th - School Resumes
6th - Three Kings Day - No School
7th - CN Early Dismissal / PD Day
16th -23rd - Midterm Exams - Early Dismissal - H.S. Only
23rd - End of the 2nd MP: HS/MS/Elementary
19th - Martin Luther King Jr. Day - No School
14th, 21st, 28th - CN Early Dismissal / PD Day

[illegible] Days

February

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

2nd - HS/MS/Elementary Grade Submission Ends - 9am
9th - Distribute 2nd MP Report Cards - HS/MS/Elementary
[illegible] - Professional Development Day - Early Dismissal
11th - CN Early Dismissal / PD Day
16th - Presidents Day - No School
17th - Lincoln's Day (Observed) - No School
18th, 25th - CN Early Dismissal / PD Day

18 Days

March

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

4th - Professional Development Day - Early Dismissal
4th - Pre-K & Kindergarten - End of the 2nd MP
11th, 18th - CN Early Dismissal / PD Day
12th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
19th - Pre-K & Kindergarten - Distribute 2nd MP Report Cards
20th - Eid al-Fitr Muslim Holiday - No School
25th - CN Early Dismissal / PD Day
26th - End of the 3rd MP: HS/MS/Elem

21 Days

April

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

3rd - Good Friday - No School
6th - 10th Spring Recess - No School
13th - Grade Submission Ends - 9am
15th - Parent Conference HS & Elementary 5-7pm - Early Dismissal
15th - M.S. - Teacher Collab. /PD -Early Dismissal
17th - Distribute 3rd MP Report Cards
22nd - Parent Conference M.S. 5-7pm - Early Dismissal
22nd - H.S. & Elementary - Teacher Collab/PD - Early Dismissal
29th - CN Early Dismissal / PD Day

16 Days

May

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

6th - Professional Development Day - Early Dismissal
13th - CN Early Dismissal / PD Day
20th - CN Early Dismissal / PD Day
25th - Memorial Day - No School
27th - CN Early Dismissal / PD Day

20 Days

June

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

** Pre-K - 8th - Grades due 5 days before last day
** Pre-K - 8th - Distribute Report Cards on last day
** H.S. Grade submission ends on last day
18th - Last Day of School - Depending on Weather- Early Dismissal
19th - Juneteenth

15 Days

Prepared by the Computer Technology Center

180 School Days

Full Day Professional Development Day- No School
Early Dismissal Professional Development Day
Commissioner's Network (CN) Early Dismissal/PD Day
Crosby, Kennedy, Wilby and West Side

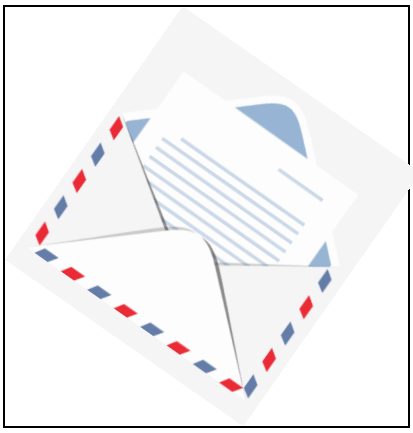
School Closed
School Day

BOE Approved December 19, 2024

NEMS and Wallace have a CN Early Dismissal only on the following days: 10/1, 10/22, 11/5, 11/19. 12/7, 1/14/, 1/28, 2/25, 3/18, 5/20
Crosby,Kennedy HS, Wilby HS, West Side MS- Early Dismissal for All CN days

DRAFT
DISCUSSION ONLY

2025-2026



COMMUNICATIONS

January 14, 2026 through
February 10, 2026

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 6, 2026

Maria Adorno
68 Southview St.
Waterbury, CT 06706

Dear Ms. Adorno:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20260178) at $17.48 per hour.

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

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

We have scheduled your orientation for Thursday, January 15, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 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 January 16, 2026 at your regular scheduled time.

Please call Donna Ignacio at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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,

Nicholle West

Nicholle West
Human Resource Generalist
NW/sd

cc: Board of Education
Darren Schwartz, Supt. of Schools
Adam Shaban, Food Serv. Director
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 6, 2026

Raquel Rodriguez
12 Maybury Circle, #3
Waterbury, CT 06705

Dear Ms. Rodriguez:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20260202) at $17.48 per hour.

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

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

We have scheduled your orientation for Thursday, January 15, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 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 January 16, 2026 at your regular scheduled time.

Please call Donna Ignacio at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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,

Nicholle West

Nicholle West
Human Resource Generalist
NW/sd

cc: Board of Education
Darren Schwartz, Supt. of Schools
Adam Shaban, Food Serv. Director
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 12, 2026

Ramatoulaye Loum
36 White Birch Dr.
Waterbury, CT 06708

Dear Ms. Loum:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Administrative Associate II (Req. #20260294) at $20.96 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8000 ext. 11181 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 15, 2026 at 9:00 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 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 January 16, 2026 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt of Schools
Wendy Johns, Director of Pupil Services
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

January 7, 2026

Marcus Powell
144 Prospect St., 3rd Fl.
Waterbury, CT 06710

Dear Mr. Powell:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer II (Req. #20260037) at $21.71 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 29, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 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 January 30, 2026 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt of Schools
Michal Konopka, Schl Insp
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 8, 2026

Brittany Williams-Coleman
30 Emmett Court
Waterbury, CT 06706

Dear Ms. Williams-Coleman:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of School Secretary @ Carrington Elementary School (Req. #20250838) at $21.49 per hour. Please contact Karen Renna, Principal @ Carrington Elementary School at (203) 574-8184 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 29, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 January 30, 2026 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Karen Renna, Princ @ Carrington Elem Schl
file

WATERBURY
PUBLIC SCHOOLS

Doreen Biolo
Chief Financial Officer
Office (203) 574-8280
dbiolo@waterbury.k12.ct.us

MEMORANDUM

DATE: January 13, 2026

TO: Board of Education Commissioners

FROM: Doreen A. Biolo, Chief Financial Officer

SUBJECT: 2024 - 2025 Financial Audit Reports

Please find attached the City's Comprehensive Annual Financial Report, and State and Federal Single Audit Reports for 2024 - 2025.

Once again, there are no findings or questioned costs in the State and Federal Grant Reports. I would like to commend School Business Office Staff, Special Education and Consolidated Grants Staff for their diligence and achievement.

Attachments

c: Dr. Darren M. Schwartz, Superintendent of Schools
Linda Riddick-Barron, Supervisor of Grants
Wendy Johns, Director of Pupil Services
File

https://www.waterburyct.org/services/finance/financial-reports

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 14, 2026

Lawrence Dunston
47 Clinton St.
Waterbury, CT 06710

Dear Mr. Dunston:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20260153) at $17.48 per hour.

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

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

We have scheduled your orientation for Thursday, January 29, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 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 January 30, 2026 at your regular scheduled time.

Please call Donna Ignacio at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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,

Nicholle West

Nicholle West
Human Resource Generalist
NW/sd

cc: Board of Education
Darren Schwartz, Supt. of Schools
Adam Shaban, Food Serv. Director
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 20, 2026

Aidan Vega
6 Simsbury St.
Waterbury, CT 06704

Dear Mr. Vega:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Department of Education for the position of Food Service Helper, Req. #(20240652) at $16.94 per hour. Please contact Adam Shaban, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 29, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 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 January 30, 2026 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education,
Adam Shaban, Director of Food Service,
Dr. Schwartz, Supt. Of Schools

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 20, 2026

China Torres
27 Warren St.
Waterbury, CT 06706

Dear Ms. Torres:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #202600071) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 29, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 January 30, 2026 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
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

January 20, 2026

Azhia Pruden
889 Woodtick Rd., Apt. 12
Waterbury, CT 06705

Dear Ms. Pruden:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #202600104) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be January 22, 2026 at your regular scheduled time.

We have scheduled your orientation for Thursday, January 29, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
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

January 20, 2026 **(REVISED)**

Eileen Brown
89 Elmwood Ave.
Waterbury, CT 06710

Dear Ms. Brown

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260163) at $21.49 per hour.

Your official start date in this position will be January 29, 2026.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
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

January 20, 2026 **(REVISED)**

Nathalie Paz-Paniagua
67 Avon Ave., Apt. 2
Waterbury, CT 06708

Dear Ms. Paz-Paniagua:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260182) at $21.49 per hour.

Your official start date in this position will be January 29, 2026.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
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

January 20, 2026

Eileen Brown
89 Elmwood Ave.
Waterbury, CT 06710

Dear Ms. Brown

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260163) at $21.49 per hour.

Your official start date in this position will be January 22, 2026.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
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

January 20, 2026

Nathalie Paz-Paniagua
67 Avon Ave., Apt. 2
Waterbury, CT 06708

Dear Ms. Paz-Paniagua:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260182) at $21.49 per hour.

Your official start date in this position will be January 22, 2026.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
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

January 20, 2026

Lakeisha Massenburg
55/#42 Eastern Ave.
Waterbury, CT 06708

Dear Ms. Massenburg:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260164) at $21.49 per hour.

Your official start date in this position will be January 22, 2026.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
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

January 20, 2026

Nevila Gallo
133 Rosewood Ave., Apt. 5
Waterbury, CT 06706

Dear Ms. Gallo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20260055) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 29, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 January 30, 2026 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

Evelynn Devin 1-15-26 meeting

Members of the Board of Education,

Thank you for the opportunity to speak tonight.

I am here to advocate for two groups of professionals whose work is essential to our schools' success, yet whose treatment does not reflect their value: Behavior Technicians and Parent Liaisons.

These roles are not peripheral. They are foundational.

Behavior Technicians are essential to maintaining safe, productive learning environments. This district has demonstrated a willingness to invest significant time and money in training staff in restorative practices. However, training alone does not create restorative systems—people do. Restorative practices require consistency, trust, and sustained relational work, all of which depend on the daily efforts of Behavior Technicians.

When the professionals responsible for relationship-building, de-escalation, and follow-through are under-supported or stretched too thin, restorative practices become aspirational talking points rather than lived realities. Without investing in the staff who implement these practices every day, the district's training efforts cannot fully translate into meaningful, lasting change.

Furthermore, Behavior Technicians prevent fires before they start. Their proactive work—relationship building, de-escalation, and consistent follow-through—is exactly what is needed during a time of increased state scrutiny, media attention, and heightened accountability around student behavior. At the most basic level, they help keep classrooms safe, regulated, and focused on learning.

However, the district's reduction of hours and inconsistent treatment of Behavior Technicians directly undermine this work. While the district continues to invest time and money in training staff on restorative practices, it has simultaneously reduced the capacity of the very

professionals responsible for implementing those practices with students. Restorative work requires time, consistency, and trust—none of which can be sustained when staff hours are cut, and roles are destabilized.

Behavior Technicians are currently placed where behavioral needs are most intense, yet their ability to intervene early and prevent escalation is being limited by staffing decisions. When hours are reduced, preventative work is replaced by reactive responses, increasing the likelihood of suspensions, referrals, and external scrutiny. If restorative practices are to be more than a talking point, the district must align its investments with its values by supporting—not shrinking—the professionals who make this work a reality.

Parent Liaisons are central to building the conditions that make learning possible. Too often, family engagement is treated as an add-on, rather than the foundation it is. What goes unseen is the daily relational work Parent Liaisons do to ensure families are supported, informed, and connected before problems escalate.

When a student is experiencing food insecurity, housing instability, or unmet basic needs, learning cannot happen in isolation. Parent Liaisons connect families to resources, build trust within the community, and ensure support systems are not just available, but actually accessed.

Parent Liaisons prevent breakdowns between schools and families before they occur. That proactive work is essential to student engagement, attendance, and long-term success. Strong School Governance Councils, active PTOs, and meaningful community partnerships do not happen by accident—they are built through the consistent relationship-building work of Parent Liaisons. At the most basic level, they ensure families are true partners in the educational process.

Yet both of these groups are routinely asked to do more than their job descriptions—and more than their contracted hours allow. Their dedication is being used as a substitute for fair compensation and sustainable working conditions. Instead of strengthening these systems, we are exhausting the very people hired to build them.

As a classroom teacher, I can say clearly: the work of Behavior Technicians and Parent Liaisons directly impacts learning. When these roles are under-supported or absent, the effects are immediate and visible in classrooms.

You would not expect to raise test scores without investing in teachers, curriculum, and instructional time. In the same way, you cannot expect meaningful improvements in school climate, culture, and family engagement without fully investing in the professionals who make those goals achievable.

My call to action is this:
Include Behavior Technicians and Parent Liaisons fully in school budgets so they can collectively bargain, earn fair wages, and work under equitable employment standards. Treat these roles as the core educational infrastructure they are—not optional supports.

The district has an obligation to treat its employees fairly across the board. Investing in these positions is an investment in student success, community trust, and the long-term health of our schools.

Thank you for your time and consideration.

Written Statement for the Record
Submitted by Evelynn Devin

Good Evening Mayor Pernerewski, Superintendent Schwartz, and Members of the Board of Education.

My name is Evelynn Devin, and I live at 406 Anna Ave. I am the parent of children in two different Waterbury Public Schools, I have been a part of four PTOs in this district & three school governance councils. I am the Parent Liaison at North End Middle School, and I am also the Vice President of UPSEU Local 69, which represents the Administrative Support Staff in our district.

Our union has 120 members. Seventy-five of us — nearly two-thirds — are ten-month employees. These are Parent Liaisons, Prevention Specialists, Truancy Prevention Specialists, Behavioral Counselors, and Network Specialists, to name a few. **These are the people responsible for the very priorities I hear emphasized at BOE meetings again and again**: attendance, student mental well-being, and family engagement. When families call the school, when a student is in crisis, when attendance issues arise, when technology fails, when emergencies happen — these are the staff answering.

This situation did not appear overnight. In April of last year, I sent a formal letter to this Board raising concerns about payroll, last-minute schedule changes, and reductions in working hours. At that time, employees were receiving as little as 48 hours' notice that they would be required to take unpaid days off. I informed you that these practices were creating financial instability for working families and straining relationships with central office and the district. Many of those concerns remain unresolved, and since then the notice period has at times dropped to as little as 24 hours.

Since the new interpretation of workable hours and closures was introduced with in the last calendar year, the cumulative impact has grown quickly. As of this month, staff have been required to absorb six non-paid days within a three-week working period. The vast majority of UPSEU ten-month employees have no personal time left to apply to closures. Our four personal days have already been consumed by emergency and holiday closures, eliminating all flexibility. Yet employees are still expected to absorb additional closures in the months to come. Simply put, the math does not work.

At the same time, the district continues to declare family engagement a priority. I believe you truly mean that. But, over the past year, I have lost a month of working hours, and my family engagement budget was reduced by 35 percent. At my school that reduction forced the cancellation of multiple beginning-of-the-year family events that historically bring hundreds of parents and students into my building and help set the tone for family involvement the entire school year.

In previous years, Parent Liaisons were allowed to work on non-paid holidays. I relied on that time to complete required paperwork, conduct outreach, and work on family engagement events. That time has now been eliminated, leaving essential work unfinished and causing significant backlogs, which leave school families waiting extended periods to have the questions and problems addressed.

My role is not tied to student instruction. When school buildings close, student and teacher schedules shift — but family engagement deadlines do not. Event planning, communication with families, coordination with community partners, and required reporting continue to accumulate even when I am prohibited from reporting to work. As of today, I am still resolving family engagement issues that originated in the first week of December. The work did not disappear. However, the time to complete it did.

I also understand that federal grant funding has been reduced and that Title I funds were redirected to help cover the cost of ParentSquare. I fully agree that ParentSquare is an important and necessary investment. But understanding that decision does not erase the impact.

In November, during the federal lapse in SNAP benefit funding, many of our school families experienced sudden food insecurity. Staff were instructed to do everything possible to support families through that crisis. At the same time, many of the very employees providing that support were themselves SNAP recipients navigating the same uncertainty

in their own households. **That same week,** employees were told they would not be allowed to report to work on Election Day and would lose a day's pay on top of an unfolding food-insecurity crisis. Employees were being asked to hold school families together while their own households were being pushed closer to the edge.

The financial harm to employees has been immediate and severe. On the morning of the snow day, union members contacted me, saying they could no longer see a way to make January rent. Three unpaid emergency closure days the prior week, a snow day, and two additional unpaid closures in January resulted in six unpaid days in three working weeks — more than 25 percent of our monthly income. For families living paycheck to paycheck, that is rent. That is groceries. That is utility bills. Making up days in June may look balanced on paper, but June does not help pay bills due now.

As a result, employees have reported visiting food pantries and contacting social service agencies — despite being fully employed by this district, with many working second jobs.

During emergency closures, we were ready and willing to work, but were explicitly prohibited from doing so. We were not permitted to use any time aside from our four personal days. Other employee groups in the district have additional contractual options written into their contracts to avoid lost pay. Additional options are not available in our contract because these decisions were made outside of contract negotiations.

Immediately, following our return from winter break, I requested a meeting with district leadership to explore possible solutions. That request was declined. I was told this issue could be addressed in contract negotiations, which I do not expect to be finalized until the summer.

I want to acknowledge that I am aware the district's actions may fall within the current contract language. But being technically permissible does not make the outcome fair or morally acceptable when working families are pushed into crisis by mid-contract policy changes.

The remedy being requested does not need to be precedent-setting. A narrowly written temporary solution tied only to declared states of emergency would protect working families from immediate harm without altering long-term contract structures.

UPSEU members are not separate from the families this district serves. Seventy percent of our members live in Waterbury. Many have children in Waterbury Public Schools. We are the families the district is trying to engage. When those families become employees, that care and empathy must continue — not disappear.

The Board of Education has the ability to prevent working families in this district from falling into financial crisis as a result of the new emergency closure policy. If family engagement is truly a district priority, this is the moment to demonstrate that commitment includes the families who work inside your schools.

Thank you for accepting this statement into the record.

received 1/15/26

This is ridiculous, understandable. But, ridiculous, I told my landlord the other day that I will be late on February's rent because of all the school closures

5:31 AM

Messages from 12/23/26

*friend = for rent →

Yes I hope so because we are employed but we are missing too much money, some are saying they don't think they're going to stick to the position & they haven't even been here an entire year and I get them. Single moms etc we can't afford this especially with how expensive everything is. I will be short friend January 😭 it is why it is for now.

⊕ RCS messa... ☺ 🖼 〰

WATERBURY
PUBLIC SCHOOLS

To: **Waterbury Public Schools (WPS) Staff**
From: **Human Capital Office**
Date: **October 24, 2025**
RE: **25/26 Guidance for Potential Unplanned Emergency Closures of WPS Schools/Locations**
CC: Office of the Superintendent, City of Waterbury Human Resources and Payroll Offices, BOE Human Capital Office, Academic Office, Operations Office, School Principals, Department Supervisors

The safety of our WPS staff remains one of our highest priorities. Accordingly, in the event of an **unplanned emergency closure,** by the Superintendent of Schools, the following guidance is provided. **Please note:** unplanned closures could occur **for various inclement weather circumstances or other unexpected emergencies**.

- **There are two (2) important scenarios:**
  - **A closure of All WPS schools**. In this event, all WPS schools are considered physically **closed** to students and staff for the declared timeframe or date(s) and all district-wide academic and extra-curricular programs are **canceled**. In this district-wide closure scenario, district staff should **not report** to their school locations.
  - **A closure of a Single or a Group of WPS schools.** In this event, if a specific school or a group of schools is/are declared closed, then those specific schools are considered physically **closed** to students and staff for the declared timeframe or date(s). Also, all academic and extra-curricular programs are **canceled** at those specific school(s). In this partial closure scenario, district staff located at the specific school(s) should **not report** to their school location(s).
- By contract, some specific school staff or job functions may be required to report or may be reassigned to another location to support the continuity of school or district operations through any unplanned emergency closures.

The information below is intended as a **quick contractual reference tool.** Please review your full contract language for more specific guidance.

- **12-Month School-Based UPSEU 69** employees and positions that follow UPSEU 69 can utilize accrued vacation time or personal time for unplanned emergency closures. In select situations, school-based 12-month UPSEU employees, such as Network Specialists, may be reassigned to other district locations to support the continuity of operations.
- **12-Month Non-School Based UPSEU 69** employees (ex: Office Managers, Central Office/Department Secretaries, SBO Accounting) should report to their assigned locations as normal. Non-school based UPSEU employees may utilize accrued vacation or personal time in the event they choose to be absent for unplanned emergency closures. In select situations, if the unplanned closure also impacts their non-school based location, such as the Central Office, those staff may be reassigned to other district locations to support the continuity of operations.
- **10-month School-Based UPSEU 69** employees and positions that follow UPSEU 69 (Parent Liaisons, Behavior Counselors, Prevention Specialists, Attendance/Truancy Coordinators, Truancy Prevention Specialists, certain Network Specialists) can utilize accrued personal time for unplanned emergency closures.

CABE Connecticut Association of Boards of Education

PRESENTS

POLICY HIGHLIGHTS

January 23, 2026

Recent ICE Policy Memo Authorizing Agents to Forcibly Enter Private Residences Using Only Administrative Warrants

Over the past couple of days, various news outlets have reported on a leaked internal Immigration and Customs Enforcement (ICE) document, revealing a policy that authorizes agents to forcibly enter private residences using only administrative warrants. This marks a significant shift from long-standing guidance stemming from Supreme Court decisions that ensured Fourth Amendment protections requiring a judge-issued warrant for home entry.

As ICE activity increased significantly with the start of the second Trump administration, Connecticut school boards were required to update their districts' school safety policies to add protocols for school staff interacting with federal immigration authorities who appear in person at a district school or otherwise contact a district school to request information.

These protocols need to be included in each school's Security and Safety Plan and are based upon applicable law and the Connecticut State Department of Education's "Guidance to K-12 Public Schools Pertaining to Immigration Activities," or any subsequent applicable guidance. Importantly, and related to this current news story, immigration officials are required to present a judicial warrant when visiting a school. This guidance includes, at a minimum:

- The designation of at least one administrator at each school to serve as the individual responsible for interacting with the federal immigration authority, and that such administrator, or any other school employee, may:
    a. Request and record a federal immigration authority's identification, including the name, badge or identification number, telephone number, and business card of such immigration authority;
    b. Ask such federal immigration authority if he/she/they are in possession of a judicial warrant to support the request and, if so, **to produce such judicial warrant**;
    c. Review any warrant or other materials that the federal immigration authority produces to determine who issued such warrant and what the "warrant or other material authorizes the federal immigration authority to do, and
    d. Consult with legal counsel for the Board, or guidance developed by such legal counsel, on how to interact with the federal immigration authority with regards to the nature of the request, whether the warrant is produced, the details of any such warrant, whether such warrant is a judicial warrant or an administrative warrant, whether the federal immigration authority is claiming exigent circumstances, and any other consideration identified by the Board's legal counsel, and

- Permission for other school personnel to direct such federal immigration authorities who request access to any records, information, the interior of the building, or other school personnel to communicate with the administrator. (Policy 5142, School Safety: Preparation, Response, and After Action, and Policy 5111.3, Protection of Undocumented Students)

While these protocols align with legal guidance and provide deliberate actions for schools to follow, the stories and images out of Minneapolis project a more chaotic, violent, and haphazard account of agents pulling people from their cars and forcefully seizing people from their homes. The leaked memo adds to the confusion by identifying key provisions for ICE agents on the use of administrative warrants that clearly conflict with guidance provided to districts. The provisions of this internal memo include:

- Administrative Warrant Authority: The memo states that a Form I-205 (Warrant of Removal/Deportation) is sufficient for forced entry if the individual has a final order of removal;
- Forced Entry Protocol: Officers are instructed to knock and announce their purpose first. If admittance is refused, they are authorized to use "necessary and reasonable" force to enter;
- Operational Hours: Entry is generally limited to hours between 6 a.m. and 10 p.m.;
- Legal Justification: The Department of Homeland Security (DHS) Office of the General Counsel reportedly determined that the U.S. Constitution and the Immigration and Nationality Act do not prohibit this practice, despite Supreme Court decisions and historical internal guidance to the contrary;
- Conflict with Training: The whistleblower alleges that new ICE hires are being trained in this new authority despite it contradicting standard written DHS training materials that emphasize the need for judicial warrants.

The memo is currently a central focus of congressional inquiries following the whistleblower report shared with Senator Blumenthal. While ICE asserts that individuals with "final removal orders" have already received due process, the policy is facing immediate legal challenges from civil rights groups who maintain that an administrative warrant – signed by an ICE official rather than a judge – cannot bypass constitutional protections.

What Does This Mean for Schools?

At the current time, there have been no changes to the protocols boards are required to include in their School Safety policies. Superintendents should review their School Security and Safety Plans to ensure they include protocols in line with CSDE's guidance on immigration activities. Boards should review their policies related to school security and safety to ensure those protocols are included. Boards that include a policy related to protecting undocumented students or related policies might consider including those protocols as well.

In addition, in these volatile times and amid troubling news reports, it's important to seek legal advice before considering any changes to protocols involving ICE. It's never advisable to act on a policy change because of news reports. CABE stands by to provide guidance and necessary updates and will continue to monitor events as they unfold.

CABE Connecticut Association of Boards of Education

PRESENTS

POLICY HIGHLIGHTS

February 5, 2026

Teaching When the World Delivers Fear On the Horizon

9 Ways Schools Can Respond to Endless Images of Violence

In a recent Education Week opinion piece, Marc Brackett, Robin Stern, and Dawn Brooks-DeCosta offer nine strategies to support students and staff amid repeated exposure to violent acts across various media.

(*Doing the Nearly Impossible: Teaching When the World Delivers Fear: 9 Ways Schools Can Respond to Endless Images of Violence*, Marc Bracket, Robin Stern & Dawn Brooks-DeCosta, Education Week, January 26, 2026)

While the piece was offered in response to recent events in Minneapolis, rather than debating policy, the authors' aim is to protect children and support district leaders and staff: They note, "When children are exposed to violence, especially graphic, replayable violence—their brains and bodies do what they're designed to do: scan for danger. In that state, learning becomes secondary."

(While this piece was offered in response to specific troubling events, the guidance that follows is easily transferable to a range of traumatic events to which young people may be exposed and therefore will be added as an Appendix B item following ***Policy 5142****,* ***School Safety: Preparation, Response, and After Action)***

The opinion piece identifies the leadership task in the face of such recorded violence as "to protect students' nervous systems without denying their reality and protect teachers so they aren't carrying this alone." They cite the American Academy of Pediatrics' recommendation to limit repeated exposure, keep conversations age-appropriate, correct misinformation, and check in regularly.

1. Start with connection, not commentary

Students don't need a lecture. They need a comforting signal: "You matter here. You're not alone. We will do everything we can to keep you safe at school."

Open class with a two-minute opt-in check-in: "Let's share one word for how we're feeling today; it's also OK to pass."

Then ask: “What questions or worries are coming up for you, if any, without sharing graphic details.” (Ask students not to replay the violence, as some may have past trauma from gun violence. For tougher conversations, involve mental health experts.)

Being seen by another and invited to say what is on your mind is often the first step back to steadiness.

2. Set a “no replay” norm for graphic content

Many students aren’t just hearing about traumatic events; they’re rewatching them. Create classroom or schoolwide norms about viewing violent social media posts:

- We will not show violent videos at school.
- If something upsetting shows up, tell an adult you trust. They will help you handle it.

It’s best if all students hear one message: Our school does not agree with amplifying harm by repeated exposure to violent events.

3. Keep it simple and stick to what’s true

After tragedies, more information isn’t always helpful. In classrooms, “simple and direct” sounds like:

- “Here’s what we know. We’ll share more as we learn more.”
- “If you hear something that scares you, bring it here. We’ll sort fact from rumor.”
- “Here’s what our school is doing today to keep everyone safe.”
- Name safety steps without making promises you can’t guarantee. (Avoid phrases like: “This will never happen here.”)

4. Invite and welcome all feelings. Hold firm boundaries on behavior

All feelings are welcome. Not all behaviors are:

- “It makes sense to feel scared/angry/sad. Let’s identify the adults you trust.”
- “Big feelings are OK here. We all have them. Hurting others is not.”
- “We can disagree without putting others down, threatening, or targeting.”

Warmth plus limits keeps classrooms safe without shutting students down.

5. Offer “choice points” to restore agency

Trauma steals choice. Connection restores it. Give students options that don’t derail instruction:

- Write instead of speaking.
- Step out for two minutes and return.
- See a counselor or social worker.
- Join a brief grounding practice—or quietly opt out.

6. Watch for distress—and respond quickly

Trouble coping often shows up as sleepiness, headaches or stomachaches, irritability, shutdown, conflict, appetite changes, or persistent worry. If you notice a change in behavior or shift:

- Treat it as a signal, not a character flaw or weakness.
- Ask for guidance from your support team early.
- When appropriate, encourage families to consult their pediatrician or a mental health professional.

7. Adjust the approach by grade level

- Preschool–grade 2: Keep it concrete and calming: "Something scary happened. Grown-ups are working to keep people safe." Lean on routines and warmth.
- Grades 3–5: Start with what they heard, correct misinformation, and teach the power of social support. Create a "trusted adult map": two or three adults at school they can go to when they have big feelings.
- Middle school: Normalize intensity and reduce shame for feeling scared. Use structures, such as timed turns, a pass option, and written reflection first. Consider a buddy system. Help them set one media boundary for the evening, such as not using social media.
- High school: Name emotions—grief, outrage, helplessness—and channel them toward care. Offer prosocial pathways (e.g., schoolwide care campaigns) that build connection rather than conflict. For older students, educators can also ground this moment in history.
- For students with disabilities or developmental delays, relying on what you know helps that particular student feel safe and calm.

8. Protect students who feel targeted—without asking them to disclose

When immigration enforcement is part of the fear, some students may be terrified and afraid to say why. Don't put them on the spot. Say publicly and repeatedly:

- "If you're worried about someone at home, we'll connect you with someone who can help."
- "Tell me as much or as little as you want. I will help you find support."

Coordinate with administrators so the burden doesn't fall on you alone. Promise your presence only when you know you can be there.

9. Build a "connection chain" for adults

Teachers have big feelings, too, and can experience empathic distress when supporting students. When educators feel depleted, students feel it. Leaders can make small moves to support teacher well-being:

- A five-minute staff check-in each morning and a five-minute staff debrief before leaving.
- A shared script for tough moments so teachers aren't improvising alone.

The most important message students will learn during these hard weeks (and beyond) is not only what we say about the world, but it's also how we model being human in it.

When the outside world feels frightening or cruel, classrooms can become counterforces: places where every child experiences dignity, steadiness, and belonging. That is not politics. That is the best of education.

On the Horizon

As the 2026 legislative session kicks off this week, we will be monitoring two policy areas:

- New homeschool regulations are expected to emerge, resulting from high-profile news stories over the past couple of years involving child abuse and neglect and overall concerns related to the State's constitutional responsibility to provide public elementary and secondary education in the state. Current proposals include mandatory annual registration for all district-level homeschool students, an annual check-in for each child, and a dedicated state-level "homeschool office" to manage this work.

- While the State has moved further towards requiring cellphone restrictions in schools with the State Board of Education's Position Statement, subsequent State Department of Education guidelines, and CABE's updated model policy aligned with both, there continues to be a push by some towards a State ban on cellphones and other personal technologies in schools.

We can expect to hear both items debated throughout the Spring. As these and other (There will be others!) legislative initiatives move through the legislative process, CABE will continue to advocate, monitor, and update relevant model policies as bills become law.

In the meantime, bundle up. It's going to be a very cold Super Bowl Sunday!

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 21, 2026

Lanita Lathan-Eady
204 Alder St., Apt. 2
Waterbury, CT 06708

Dear Ms. Lathan-Eady:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #202600061) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 29, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 January 30, 2026 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
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

January 21, 2026

Michael Shukaitis
851 W. Pond Meadow Rd.
Westbrook, CT 06498

Dear Mr. Shukaitis:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #202600082) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
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

January 23, 2026

Karmen Robles
36 Donahue St.
Waterbury, CT 06706

Dear Ms. Robles:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #202600086) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
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

January 27, 2026

Tiffany Velez
31 West View St.
Waterbury, CT 06706

Dear Ms. Velez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #202600142) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
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

January 27, 2026

Tiffany Castro
100 Fulkerson Dr., Apt. 84
Waterbury, CT 06708

Dear Ms. Castro:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20260083) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 29, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 January 30, 2026 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
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

January 28, 2026

Anduela Llabani
84 Geddes Terr
Waterbury, CT 06708

Dear Ms. Llabani:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of School Secretary @ Walsh Elementary School (Req. #20260166) at $21.49 per hour. Please contact Dr. Maureen Wilson, Principal @ Walsh Elementary School at (203) 574-8164 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 29, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 January 30, 2026 at your regular scheduled time.

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Dr. Maureen Wilson, Princ @ Walsh Elem 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

January 23, 2026

Jette Trueheart
172 Chestnut Ave., 2nd Fl.
Waterbury, CT 06710

Dear Ms. Trueheart:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #202600096) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 29, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 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 January 30, 2026 at your regular scheduled time.

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
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

February 4, 2026

Joanna Cass
222 Buckland Drive
Waterbury, CT 06704

Dear Ms. Cass:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20260157) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be February 5, 2026 at your regular scheduled time. We have scheduled your orientation for Thursday, February 12, 2026 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
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

February 6, 2026

Kyirra Byrd
963 North Main St., Apt. 2
Waterbury, CT 06704

Dear Ms. Byrd:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper (Req. #20240654) at $16.94 per hour. Please contact Adam Shaban, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 12, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 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 February 13, 2026 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt of Schools
Adam Shaban, Director of Food Service
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

February 6, 2026

Artasia Bradshaw
48 Stonewall Lane, Apt. A
Waterbury, CT 06705

Dear Ms. Bradshaw:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper (Req. #20240652) at $16.94 per hour. Please contact Adam Shaban, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 12, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 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 February 13, 2026 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt of Schools
Adam Shaban, Director of Food Service
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

February 5, 2026

Jasmine Nazario
39 Fifth St., Apt. 1
Waterbury, CT 06708

Dear Ms. Nazario:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20260155) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
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

February 9, 2026

Fernanda Vitinio-Villarreal
39 Fox St., Apt. 1
Waterbury, CT 06708

Dear Ms. Vitinio-Villarreal:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper (Req. #20250382) at $16.94 per hour. Please contact Adam Shaban, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 12, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 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 February 13, 2026 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt of Schools
Adam Shaban, Director of Food Service
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

February 9, 2026

Kejaana Gibbs
149 Cooke St., Apt. 5
Waterbury, CT 06710

Dear Ms. Gibbs:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper (Req. #20240653) at $16.94 per hour. Please contact Adam Shaban, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt of Schools
Adam Shaban, Director of Food Service
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

February 9, 2026

Armanda Ramos
15 Bosse Rd.
Waterbury, CT 06704

Dear Ms. Ramos:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20250735) at $18.58 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 12, 2026 at 9:15 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 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 February 13, 2026 at your regular scheduled time.

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Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file