

Board of Education

RESCHEDULED REGULAR MEETING

Thursday, September 15, 2022 – **5:30 p.m.**

Waterbury Arts Magnet School – Atrium
16 South Elm Street, Waterbury, CT

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/872y7rso3Wc>.

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a) Copy of communications dated August 5, 2022 from Civil Service certifying John Gannon, David Hing, and Noah Nohmy for the position of Maintainer I and Ervis Kambo for the position of General Utility Mechanic.
- b) Copy of communication dated August 9, 2022 from Civil Service certifying Michael Derasmo for the position of General Utility Mechanic.
- c) Copy of communications dated August 9, 2022 from Civil Service certifying Ivelisse Concepcion, Marcela Visciano, Dalynes Segarre, Marcela Arenas, Marcelina Ramos, and Larissa Espinosa Acevedo for the position of Food Service Helper and revised communication dated August 17, 2022 regarding the same.
- d) Copy of communication dated August 9, 2022 from Civil Service certifying Edward Riley for the position of Maintainer I.
- e) Copy of communication dated August 10, 2022 from Civil Service certifying Susan Lugo for the position of Food Service Helper and revised communication dated August 17, 2022 regarding the same.
- f) Copy of communication dated August 11, 2022 from Civil Service certifying Sarah Alfredson for the position of School Secretary.
- g) Copy of communication dated August 11, 2022 from Civil Service to Marie Martineau regarding transfer.
- h) Copy of communication dated August 15, 2022 from Civil Service certifying Isaiah Powell for the position of Maintainer I.
- i) Copy of communication dated August 15, 2022 certifying Lubna Azam for the position of Food Service Helper and revised communication dated August 17, 2022 regarding the same.
- j) Copy of communication dated August 17, 2022 from Civil Service to William Brown regarding temporary and at will employment for the position of Temporary Maintainer I.
- k) Copy of communication dated August 17, 2022 from Civil Service certifying Debra Ocasio for the position of Food Service Helper.
- l) Email communication dated August 19, 2022 from CABA regarding Policy Highlights.
- m) Copy of communications dated August 22, 2022 from Civil Service to Tracy Crosby and Marlene Vega regarding temporary and at will employment for the position of Career & Technical Education Skills Specialist.
- n) Copy of communications dated August 22, 2022 from Civil Service certifying Tyson Torsiello for the position of Maintainer I and Carolyn Quintana for the position of Paraprofessional.
- o) Copy of communication dated August 23, 2022 from Civil Service certifying Donna Synott-Hassinger for the position of Food Service Helper.

- p) Copy of communication dated August 25, 2022 from Civil Service to Myrlande Clermont regarding offer of employment for the position of Food Service Worker.
- q) Copy of communications dated August 25, 2022 from Civil Service certifying Delmore McLeod, Taziah Reynolds, Melissa Miner, Caslyn Lustal, Ana Montes, and Alisa Bylyku for the position of Paraprofessional.
- r) Copy of communication dated August 26, 2002 from Civil Service certifying Angel Narvaez for the position of Food Service Driver.
- s) Copy of communication dated August 26, 2022 from Civil Service to Bruce Cyr regarding temporary and at will employment for the position of Career & Technical Education Skills Specialist.
- t) Copy of communications dated August 29, 2022 from Civil Service certifying Deanna Cruz, Veronica Cruz, Hailey Moran, Adelyn Melo, and Daixy Pinto Silva for the position of Paraprofessional.
- u) Copy of communications dated August 29, 2022 from Civil Service certifying Charisma Grant for the position of Paraprofessional and Carlos Barrera for the position of Maintainer I.
- v) Email communication dated September 2, 2022 from CABA regarding Policy Highlights.

5. *Approval of Minutes:* August 4, 2022 Workshop, August 18, 2022 Regular Meeting, and August 24, 2022 Special Meeting.

6. *Public Addresses the Board* - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

7. *Superintendent's Announcements*

8. *President's Comments*

9. *Consent Calendar*

9.1 *Committee on Finance:* Request of a Memorandum of Agreement regarding "premium pay" for eligible employees.

9.2 *Committee on Finance:* Request approval of an Agreement with various agencies for sub-grantee services under the School Readiness and Child Day Care Grant.

9.3 *Committee on Finance:* Request approval of a Professional Services Agreement with Sue Vivian for consultant services under the Quality Enhancement Grant.

9.4 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with Curriculum Associates, LLC for Elementary Mathematics Curriculum.

9.5 *Committee on Finance:* Request approval of a Professional Services Agreement with Harvard Graduate School of Education for Custom Executive Education Program on School Turnaround Leadership.

9.6 *Committee on Curriculum:* Request approval of a Memorandum of Understanding with Post University to provide college level courses.

9.7 *Committee on Policy & Legislation:* Request approval of new policy 4113.12 - Minimum Duty-Free Lunch Period for Teachers.

- 9.8 *Committee on Policy & Legislation:* Request approval of new policy 5144.2 - Use of Exclusionary Time Out.
- 9.9 *Committee on Policy & Legislation:* Request approval of the revised policy/regulations 5144.1 – Physical Restraint/Seclusion/Exclusionary Time Out.
- 9.10 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 9.11 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

10. Items removed from Consent Calendar

11. Committee of the Whole – Vice President Hernandez

- 11.1 Request approval of a Memorandum of Understanding with New Opportunities Foster Grandparent Program.
- 11.2 Request approval of a Student Educational Training Affiliation Agreement with Western Connecticut State University for school counseling interns.
- 11.3 Request approval of First Amendment to the Education Affiliation Agreement with Trinity Health of New England Corporation, Inc. for clinical work based learning experiences.

12. Committee on Finance – Commissioner Orso

- 12.1 Request approval of a Professional Services Agreement with RE-Center Race & Equity in Education, Inc.
- 12.2 Request approval of Professional Services Agreement with Kingsley Enterprises, LLC for fitness center equipment, installation, and training.
- 12.3 Request approval of Amendment Two (2) to the Professional Services with SLAM Collaborative, Inc.

13. Committee on Policy & Legislation – Commissioner Brown

- 13.1 Request approval of revised policy #5113.2 - Attendance requirements for Students under 18 years of Age with Respect to Truancy.
- 13.2 Request approval of revised policy #5141.4 - Reporting of Child Abuse, Neglect and Sexual Assault.
- 13.3 Request approval of revised policy #5145.511 - Sexual Abuse Prevention and Education Program.
- 13.4 Request approval of revised policy 5131.911 - Bullying/Cyber Policy & Plan.

14. Superintendent's Notification to the Board

14.1 Athletic appointments:

<u>NAME</u>	<u>COACHING POSITION</u>	<u>EFFECTIVE</u>
Aftowski, Michael	WCA Associate Unified Sports	09/01/22
Aftowski, Michael	WCA Winter Strength & Conditioning	12/01/22
Calle, Christian	WCA Assistant Football	08/23/22
Paradis, Sara	WCA Head Girls Basketball	11/15/22
Santos, Matthew	CHS Assistant Football	08/23/22
Sturdivant, Jason	WCA Assistant Football	08/23/22

14.2 Extended School Hours (Early Start) appointments:

<u>SCHOOL</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>ASSIGNMENT</u>
Generali	Alfredson	Sarah	Secretary
	Poulter	Dennis	Teacher
	Neibel	Amy	Teacher
	Hart	Rebecca	Teacher
	Rhinesmith	Wendy	Teacher-Sub
	Williams	Samantha	Teacher -Sub
	Walling	Margaret	Para
	Ramos	Stephanie	Para
	Walker-Templeton	Donnanetta	Para-Sub
Gilmartin	Petruzzi	Amy	Lead Teacher
	Meaney	Tricia	Teacher Sub
Kingsbury	Larkin	Brian	Lead Teacher

14.3 Grant funded appointments:

<u>NAME</u>	<u>POSITION/ LOCATION</u>	<u>FT/PT</u>	<u>RATE</u>	<u>UNION</u>	<u>FUNDING</u>	<u>EFF.</u>
Aquavia, Paul	School Counselor Adult Education	PT	\$33/hr	NonBOE	Adult Ed Provider 22-23	8/25/22
Cordova, Randy	Data Analyst	FT	\$60,000	Follows WMAA	Alliance 22-23	8/25/22
De La Cruz, Yarita	Classroom Asst. International	FT	\$14/hr	UPSEU 68	Priority Schools 22-23	9/1/22
DeFranceschi, Ronald	Facilities Operations Manager	FT	\$130,000 annually	Follows WMAA	ESSER III 21-24	9/12/22
Dubasukas, Jean	Classroom Aide Adult Education	PT	\$21.50/hr	NonBOE	Adult Ed Provider 22-23	8/25/22
Figuroa, Victor	Summer Seasonal WCA	PT	\$15/hr	NonBOE	ESSER II 21-23	7/6/22

Gibson, Patrick	Behavior Counselor State Street	FT	\$21.72/hr	Follows UPSEU 69	Priority Schools 22-23	9/1/22
Gizelle C	Summer Seasonal ECEP	PT	\$15/hr	NonBOE	ESSER II 21-23	8/1/22
Gizzi, Angelo	School Security Coordinator	FT	\$ 75,000 annually	Follows WMAA	Alliance 22-23	8/25/22
Guerra, Allison	Office Manager Medicaid	FT	\$20/hr	UPSEU 69	General Fund	7/28/22
Iverson, Angel	Summer Seasonal WCA	PT	\$15/hr	NonBOE	ESSER II 21-23	7/18/22
Knobel, Marybeth	Tutor Wendell Cross	PT	\$33/hr	NonBOE	Title I/A 21-23	9/19/22
Levy Sainfleur, Shasalee	CT Teacher Res. Classroom Asst. Bunker Hill	FT	\$18.19/hr	Follows UPSEU 68	ESSER II 21-23	8/24/22
Mastrantuono, Kerri	Classroom Asst. International	FT	\$20.29/hr	UPSEU 68	Priority Schools 22-23	9/1/22
Medina, Jill	Tutor Wendell Cross	PT	\$33/hr	NonBOE	Title I/A 21-23	9/19/22
Morales, Adrian	Computer Instr. Asst./Chase	FT	\$15/hr	Follows UPSEU 69	General Fund	8/25/22
Morel, Liselote	Language Assessor	FT	\$17.25/hr	UPSEU 69	Title III 21-23	9/1/22
Nealy, LaShonda	CT Teacher Res.- Classroom Asst. Wendell Cross	FT	\$18.19/hr	Follows UPSEU 68	ESSER II 21-23	8/24/22
Pabey-Rivera, Kim	Cultural Coordinator International	PT	\$25/hr	NonBOE	Title II/A District 21- 23	8/18/22
Perez, Jesse	Office Manager Human Capital	FT	\$23/hr	UPSEU 69	Title II/A District 21- 23	7/25/22
Quint, Dalton	ELA Title I Tutor Kingsbury	PT	\$25/hr	NonBOE	Title I D-W 21-23	9/8/22
Rostedt, Judith	Tutor Children's Comm.	PT	\$33/hr	NonBOE	CCS Title I 21-23NP	9/8/22
Sachs, Lauren	Tutor Yeshiva K'Tana	PT	\$25/hr	NonBOE	Yeshiva Title I 21-23NP	9/8/22
Salvay, Allison	Tutor Yeshiva K'Tana	PT	\$25/hr	NonBOE	Yeshiva Title I 21-23NP	9/8/22
Samadi, Farid	Grants Specialist – Competitive Grants	FT	\$30/hr	Follows UPSEU 69	Title II Part A District 21 23	9/8/22

Shapiro, Ari	Tutor Yeshiva K'Tana	PT	\$25/hr	NonBOE	Yeshiva Title I 21-23NP	9/8/22
Shulenburg, Donald	Adult Education Math Teacher	PT	\$33/hr	NonBOE	Adult Ed Provider 22-23	8/24/22
Smith, Phyllis	Computer Tech. Children's Community School	PT	\$14	NonBOE	NP Computer Tech Title I 21-23	8/11/22
Suero, Gladi	Communications Associate	FT	\$20/hr	Follows UPSEU 69	Alliance 22-23	7/11/22
Williams Iverson, Veretta	CT Teacher Res. - Classroom Asst. Driggs	FT	\$18.19/hr	Follows UPSEU 68	ESSER II 21-23	8/24/22
Wright, Carolyn	ELA Title I Tutor Kingsbury	PT	\$25/hr	NonBOE	Title I D-W 21-23	9/8/22

14.4 Maloney Magnet School's Before and After School Program appointments:

TEACHERS

Barbieri, Katie S.	Grazhdani Eneida
Buonocore, Taylor	Hibbs, Jennifer
Bussey, Jennifer	Irizarry, Dana
Cancro, Dana	Kalnins, Siobhan
Colangelo, Esther	Lund, Kelly
Couture, Cheryl	Maloney, Susan
Dunn, Andrew	Miller, Jennifer
Egan, Alzira	Palomba, Margaret
Fiore, Patience	Sasso, Maria
Fogarty, Erin	Smith, Holly
Grabowski, Leah	Strachan, Andrea

ASSISTANTS

Goggin, Madeline
Daunis, Joan
Rearson, Michael
Rutka, Carolyn

CLERICAL

Perugini, Anna

ADMINISTRATION

Bakewell, Diane
Gittings, Stacey
Dombrowski, Jason
Yamashita-Iverson, Kazumi

14.5 Teacher new hires:

<u>NAME</u>		<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
Antonazzo	Carolyn	Elementary	Sprague	08/24/22
August	Kerry	Reading/ELA	NEMS	08/24/22
Braun	Brooklyn	Social Studies	WMS	08/24/22
Buckley	Blake	Social Studies	NEMS	08/24/22
Buell	Douglas	Culinary Arts	CHS	08/24/22
Callahan	Carolyn	Elementary	Generali	08/24/22
Carlson	Ashley	Reading/ELA	CHS	08/24/22
Cassella	Nicole	Elementary	Duggan	08/24/22
Cassidy	Haley	Elementary	Rotella	08/24/22
Catricala	Julia	Social Studies	KHS	08/24/22

Cieslewski	Elaine	Elementary	Gilmartin	08/24/22
Cleary	Kelly	Early Childhood	Bucks Hill Annex	08/24/22
Comstock	Brian	Elementary	Reed	08/24/22
Cornish	Danielle	School Counselor	CHS	08/24/22
Crespo	Brianna	Elementary	Carrington	08/24/22
DeJesus	Jennifer	Elementary	Rotella	08/24/22
DeSena	Deanna	Elementary	Bunker Hill	08/24/22
Dubois	Zachary	Social Studies	KHS	08/24/22
Edwards	Cara	Elementary	Driggs	08/24/22
Eire	John-Carlos	Reading/ELA	WAMS	08/24/22
Espinal	Yesenia	Elementary	International	08/26/22
Fields	Christina	Social Studies	WSMS	08/24/22
Fulton	Mark	School Counselor	WAMS	08/24/22
Gawlak	Peter	Math	WAMS	08/24/22
Gerol	Faithe	Social Studies	WAMS	08/24/22
Gordon	Julievette	Special Education	Wilson	08/24/22
Gromko	Jill	Special Education	Bunker Hill	08/24/22
Guerrera	Juliana	Elementary	Carrington	08/24/22
Hallecks	Kristen	Social Studies	NEMS	08/24/22
Hilliard	Joshua	Reading/ELA	Reed	08/24/22
Hollowell	Caitlin	Elementary	Tinker	08/24/22
Howe-Green	Ingrid	Performing Arts	WAMS	08/24/22
Hubeny	Carolyn	Special Education	State Street	08/24/22
Jamele	Marissa	Elementary	Walsh	08/24/22
Jester	Kristen	Social Worker	Reed	08/24/22
Jimenez	Tania	Bilingual	Hopeville	08/24/22
Kluszczewski	Maura	Elementary	Tinker	08/24/22
Klesyk	Mary	Elementary	Bucks Hill	08/24/22
Laemmerhirt	Jillian	Special Education	Washington	08/24/22
LeBlanc	Danielle	Fine Arts	WAMS	08/24/22
Lorenzini	John	PE/Health	WMS	08/24/22
Malkin	Jenna	Elementary	International	08/24/22
Mason	Kayla	Elementary	Kingsbury	08/24/22
McCarthy	Monica	Elementary	Bunker Hill	08/24/22
McNellis	Christopher	Music	NEMS	08/24/22
Morales	Barbara	Elementary	Bunker Hill	08/24/22
Orozco	Ryan	ROTC	WHS	08/15/22
Pagnini	Roxana	Business	KHS	08/24/22
Perkins	Christopher	Computer Tech.	KHS	08/24/22
Reynolds	Erin	Reading/ELA	Reed	08/24/22
Riddick	DeAndre	Reading/ELA	WHS	08/24/22
Rivera	Michael	Fine Arts	Carrington	08/24/22
Rolon	Margarita	School Counselor	WSMS	08/24/22
Roth	Ellen	Special Education	WHS	08/24/22

Schwartz	Fatima	Social Worker	International	08/24/22
Senan	Naseem	Elementary	Regan	08/24/22
Sincuir	Silvia	Reading/ELA	WHS	08/24/22
Smith	Meriah	Elementary	Carrington	08/24/22
Smith	Leah	Math	WMS	08/24/22
Soeprasetyo	Preston	Business	WHS	08/24/22
Sterling	Loraine	Reading/ELA	CHS	08/24/22
Stevenson	Melissa	Elementary	Hopeville	08/24/22
Stolfi	Christine	Special Education	KHS	08/24/22
Stone	Gregory	PE/Health	Regan	08/24/22
Taft	Nancy	Social Studies	WHS	08/24/22
Tonner	Gina	Elementary	Bunker Hill	08/24/22
Tramontanis	Brittany	Elementary	Tinker	08/24/22
Tucker	Alexis	Elementary	International	08/24/22
Tuttle	Heidi	Reading/ELA	WHS	08/24/22
Vaccaro	Blair	Reading/ELA	CHS	08/24/22
Velez	Crystal	Science	CHS	08/24/22
Vidal	Nelly	Bilingual	International	08/24/22
Walsh	Conor	Elementary	Wilson	08/24/22
Williams	Samantha	Elementary	Generali	08/24/22
Williams	Richard	Math	WMS	08/24/22
Zaghloul	Samar	Elementary	Bucks Hill	08/24/22
Zold	Kristine	Special Education	Sprague	08/24/22

14.6 Resignations:

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Abraham, McKenzie	Tinker Kindergarten	08/17/22
Allen, Tara	Carrington Spanish	08/18/22
Arias, Eulini	WHS Spanish	08/18/22
Bedell, Stephanie	Sprague Kindergarten	08/18/22
Berg, Roni	Carrington Grade7-8 Math	08/22/22
Boratko, Jessica	Reed Reading	08/17/22
Cook, Brandy	NEMS Grade 6 ELA	08/19/22
Coughlin, Timothy	Academic Academy Grade 5	08/25/22
Criscione, Rohinie	WSMS Vice Principal	08/26/22
Culver, Sarah	W. Cross Art	09/02/22
Davitt (Wells), Robin	WMS Science Grade 7	09/13/22
Del Negro, Sabrina	CHS Art	08/19/22
Desiderio, Jennifer	Academic Academy Math	08/17/22
Deveau, Nicole	KHS Math	07/28/22
Diaz, Elaine	Bucks Hill Grade 2	08/16/22
DiCristofaro, Lynn	Washington Special Education	08/18/22
DiNocola, Deborah	Hopeville Grade 1	08/18/22
Garcia, Jess	Hopeville Bilingual Kindergarten	08/19/22

Geffken, Melissa	WMS Grade 6 Math	08/23/22
Godoy, Sanabria	WAMS Spanish	08/29/22
Gordon, Kimberly	WAMS Grade 7 ELA	08/24/22
Lanter, Elizabeth	Reed SLP	08/25/22
Lee, Jessica	WMS Grade 6 ELA	07/30/22
Liu, Yee	Bucks Hill Special Education	09/30/22
Matiz, Joaquin	NEMS Bilingual Math	08/24/22
Meringer, Cynthia	WMS Math	08/17/22
Moeller, Lindsay	Reed Special Education	10/07/22
Moscaritolo, Ashley	WAMS Grade 8 Science	08/24/22
Olmo, Melody	Bucks Hill Grade 4	09/21/22
Page, Jennifer	NEMS Grade 6 Science	08/23/22
Park, Una	CHS Guidance Counselor	08/17/22
Petteway, Sonya	CHS School Counselor	08/17/22
Pisani, Gina	KHS Technology Education	09/23/22
Pushard, Megan	Enlightenment Social Studies	08/25/22
Rogoff, Jamie	WMS Special Ed	09/13/22
Ramos, Alyse	Bucks Hill Kindergarten	08/22/22
Rose, Valerie	Generali Kindergarten	08/26/22
Secondi, John	Reed Social Studies	09/15/22
Taylor, Amy	Rotella Kindergarten	08/19/22
Taylor-DiFederico, Sharon	Bucks Hill Annex PreK	08/19/22
Teulings, Catherine	NEMS Art	08/18/22
Thomas, James	Carrington Social Studies Grades 7/8	10/07/22
Toetz, Christin	WCA ELA	08/22/22
Wilson, Marines	Special Ed Transition Coordinator	08/16/22
Wright, Stephanie	Wilson Psychologist	09/02/22

14.7 Retirements:

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Ferrucci, Lynn	WHS School Psychologist	12/23/22

15. Executive Session

16. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.1

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Memorandum of Agreement with various unions regarding a one-time “premium pay” stipend.

Office of the Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

ANGELA R. JULIANI
CORPORATION COUNSEL, INTERIM

LYNN M. MCHALE*
KEVIN J. DALY
RICHARD J. SCAPPINI
PAUL M. PIESZAK
KARA J. SUMMA
EMILY E. CADMAN
ALLISON R. RZEWUSKI

TARA L. SHAW
CHIEF LABOR NEGOTIATOR



DANIEL J. FOSTER
ASSISTANT CORPORATION COUNSEL, INTERIM

JOSEPH A. MENGACCI
SPECIAL COUNSEL

235 GRAND STREET
WATERBURY, CT 06702
TELEPHONE: (203) 574-6731
FAX: (203) 574-8340

*Also admitted in Florida

September 8, 2022

Re: Request Approval of COVID Premium Pay Memorandum of Agreement

Dear Honorable Board Members:

Enclosed please find an executed Memorandum of Agreement ("Agreement") between the City of Waterbury ("City"), the Waterbury Board of Education ("Board") and eleven (11) of the City and Board Unions. The Agreement provides for COVID premium pay stipends of \$1,000 to eligible employees hired on or before June 24, 2022. The Agreement is contingent upon approval by both the Board of Education and the Board of Alderman.

Throughout the pandemic, City and Board employees remained working, in-person, in order to ensure continuity of City operations, provision of City services and education of the City's public-school students. Throughout the same timeframe, the City and the Board have experienced unprecedented staff shortages, yet both the City and the Board have continued to meet the operational needs of the City and its citizens, even with less hands-on deck.

The premium pay stipends will be funded through ESSER and ARP monies, as the eligible employees performed essential work during the pandemic. Such payments constitute an allowable use of funds under the provisions of the Elementary and Secondary School Emergency Relief Fund and the American Rescue Plan Act, as well as the United States Treasury Department's final rule governing COVID related fiscal recovery funds.

In order to be eligible to receive a premium pay stipend, an employee must have been hired on or before June 24, 2022 and will need to be employed on the date the stipend is paid out.

The premium pay stipend program is estimated to cost approximately \$3.39 Million Dollars. The funding will be shared between the Board (ESSER Funds) and the City (ARP Funds). The Board will fund the premium pay stipends for eligible employees who performed work for the Waterbury Department of Education and the City will fund the premium pay stipends for work performed by City government services eligible employees.

To: Board of Education & Board of Aldermen
Re: COVID Premium Pay Memorandum of Agreement
File No: HR22-098
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Your approval of the enclosed Agreement is respectfully requested.

Very truly yours,



Tara L. Shaw

Enclosure

Cc: Mayor Neil M. O'Leary, *via email*

Dr. Verna D. Ruffin, *via email*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.2

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of an Agreement (template attached), with the following agencies for Sub-Grantee Services under the School Readiness Program, subject to any non-substantive changes approved by the Corporation Counsel's office:

<u>Agency</u>	<u>Amount</u>
1. The Ark Child Development Center	\$704,996.00
2. Catholic Charities	\$356,960.00
3. Children's Community School	\$321,264.00
4. Children's Village	\$196,328.00
5. Easter Seals Children's Academy	\$2,445,176.00
6. Naugatuck Valley CC - CDC	\$187,480.00
7. Muriel Moore CDC (NOI, Inc.)	\$740,692.00
8. TEAM, Slocum School	\$354,816.00
9. Greater Waterbury YMCA	\$2,596,884.00
10. Waterbury Board of Education	\$2,010,000.00

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.3

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of a Professional Services Agreement with Sue Vivian, through June 30, 2023, to provide consultant services under the Quality Enhancement Grant, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.4

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with Curriculum Associates, LLC, to provide elementary mathematics curriculum, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.5

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Harvard Graduate School of Education, to provide Custom Executive Education Program on School Turnaround Leadership, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON CURRICULUM

Item #9.6

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum moves that the Waterbury Board of Education approve a Memorandum of Understanding with Post University, at no cost, to provide college level courses to Waterbury students, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #9.7

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve new policy #4113.12 – Minimum Duty-Free Lunch Periods Teachers.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #9.8

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve new policy #5144.2 – Use of Exclusionary Time Out Settings.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #9.9

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve revised policy #5144.1 – Physical Restraint/Seclusion/Exclusionary Time Out.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.10

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves 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
M. Rocco	W. Cross parking lots: Sat., Sept. 10, 9am-3pm Back to School Social (Rain date: Sun., Sept. 11)
Human Resources K. Medina	Wilby café, aud., & classrooms: Sat. & Sun., Oct. 1 & 2, 7am-4pm (Police Capt. & Sergeant exams)
Human Resources K. Medina	Wilby café, aud., classrooms and NEMS café: Sat., Sept. 24, 7am-5pm (Entry level police officer written & oral exams)
A. Musto	Kennedy rooms 132, 135, 135: Sept. 12 – Dec. 8, 5:30-9:30pm Adult Education Fall Enrichment Program
Silas Bronson Library M. Tierney	Wilby parking lot: Sat., Oct. 8, 10am-3pm (Set up Library van during football game day to promote the Library)
*Human Resources N. West	Career Academy rooms: Saturday, Sept. 10, 9am-2pm Rooms 221 & 217 (Para exam)
*N. Toucet	W. Cross gym: Wednesday, October 12, 5:00-7:00 pm (Waterbury Public School Choice Fair)
*W.C.E.A. J. Geary, V/P	Rotella café: Thurs., October 27, 5:00-9:00 pm (Annual union membership)
*H. Maxson	WAMS recital hall & large dance studio: Wednesday, September 28 Recital Hall: 12:00pm-3:00pm; Large dance studio: 8:00am-3:00pm (CAAA presentation to music teachers and dance teachers)
*Sch. Supt.'s Office	Kennedy aud.: Tuesday, September 27, 5:30-9:00pm ARPA Community Engagement Meeting

Book

SEP - 6 2022

SCHOOL PERSONNEL USE ONLY

DATE: 9/6/2022

TO: SCHOOL BUSINESS OFFICE
FROM: Nichole West-HR

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

NAME OF SCHOOL REQUESTED: Wakarusa Career Academy HS

Auditorium

Gymnasium

Swimming Pool

Café/Rooms Room 224
+
217

DATES REQUESTED: September 10, 2022

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

FOR THE FOLLOWING PURPOSES:

Paraprofessional Testing + Hiring
Event

Nichole West
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.

Took

SEP - 8 2022

SCHOOL PERSONNEL USE ONLY

DATE: September 7, 2022

TO: SCHOOL BUSINESS OFFICE
FROM: Nyree Toucet, Director of College and Career Readiness

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

NAME OF SCHOOL REQUESTED: Wendell Cross

Auditorium Gymnasium Swimming Pool Café/Rooms

DATES REQUESTED: October 12, 2022

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

FOR THE FOLLOWING PURPOSES:

Waterbury Public School School Choice Fair

Nyree Toucet
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

hook

SEP - 8 2022

DATE: 9-8-22

TO: SCHOOL BUSINESS OFFICE

FROM: W.C.E.A
White Collar Union

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Rotella

AUDITORIUM GYMNASIUM SWIMMING POOL CAFE/ROOMS

DATES REQUESTED: Thursday, Oct 27, 2022
FROM 5:00 am/pm TO 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

Annual Union Membership Meeting

J. Geary, VP
APPLICANT
W.C.E.A.

Please note the following provisions:

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

/gm.

Book

SEP 12 2022

SCHOOL PERSONNEL USE ONLY

DATE: 09/12/2022

TO: SCHOOL BUSINESS OFFICE

FROM: Holly Maxson Supervisor of Fine Arts

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

✓ X- Recital Hall from 12:00-3:00 pm 9/28/22 PD

✓ X- Large Dance Studio 8:00 am-3:00pm 9/28/22 PD

Auditorium

Gymnasium

Swimming Pool

Café/Rooms

DATES REQUESTED:

9/28/2022

FROM: 8:00 am am/pm

TO: 3:00 pm am/pm

FOR THE FOLLOWING PURPOSES:

Cathy Sullivan from CAAA is presenting to all music teachers opn blending learning as related to music classes as well as ensembles.

CT Dance Alliance will be coaching dance teachers on Social emotional and blended learning as related to dance as well as other current techniques and pedagogy in dance education.

Thank you,
Holly Maxson- 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

SEP 12 2022

DATE: 9-8-22

TO: SCHOOL BUSINESS OFFICE

FROM: Supt. Office

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Kennedy

AUDITORIUM GYMNASIUM SWIMMING POOL CAFE/ROOMS

DATES REQUESTED: Tuesday Sept 27, 2022
FROM 5:30 am/pm TO 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

ARPA Community Engagement Meeting

APPLICANT Gm

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.11

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

GROUP	FACILITIES AND DATES/TIMES
*Palace Theater D. Flowers	WAMS large dance studio: Nov. 8, 11, 12, 13, 19, 20, 9am-6pm (Professional ballet rehearsals)

REQUESTING WAIVERS:

Teams Locked In	Bucks Hill gym: Saturdays, 10am-1pm, 9/10-1/28/23	(\$2,856.)
A. Johnson	Wilson gym: Saturdays, 10am-1pm, 9/10-7/1/23 (Basketball program)	(\$6,048.)
Wtby. Knights S. Clements	Career Academy gym: Eight (8) Sundays, 9/4-12/4/22, 9am-1:30pm (Cheerleading practice)	(\$2,541.)
*Mary, Mother of the Church/F. Walsh	International School Classrooms: 10/17/22-4/16/23, two Sundays/month 9am-11am (Religious Education classes)	(\$17,472.)
*City Youth Theater S. Davis	Rotella auditorium: Sunday, September 18, 2:00-5:00pm (Auditions for concert)	(\$168.)

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

Teams Locked In	Bucks Hill gym: Mon. thru Thurs., 9/6/22-1/31/23, 5:30-9:00 pm
A. Johnson	Wilson gym: Mon. thru Thurs., 9/6/22-6/29/23, 5:30-9:00 pm (Basketball program)
CT. Rebound D. Parker	Wilby gym: Tues. & Friday, 8/26-11/18/22, 6:00-9:00 pm (Basketball program) (ok'd with A.D.)
Wtby. Ballers T. Lott, Jr.	Sprague gym: Mon. thru Thurs., 9/6-11/17/22, 5:30-8:30 pm (Basketball program)
*City Youth Theater S. Davis	Crosby aud.: Oct. 4 th – 27 th Tues. & Thurs. 6:00-8:30pm (concert rehearsals)

Book

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

CONTRACT#

SEP - 1 2022

APPLICANT David Flowers NAME OF ORGANIZATION Palace Theater

ADDRESS 100 E Main St Waterbury CT 06702 TELEPHONE # 203-346-2003
(street) (city) (state) (zip code)

SCHOOL REQUESTED WAMS DATES Nov 8,11,12,13,19,20 ROOM(S) Large Dance Studio

OPENING TIME 8:30am CLOSING TIME 6:30pm PURPOSE Professional Ballet Rehearsal-Artists 9am-6pm
Rehearsal Only -No lighting or sound required

ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN Zero

SIGNATURE OF APPLICANT [Signature] DATE 9-1-22

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

SAME

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$52/HR per RM. plus 1 HR service (\$3,120)

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

Dates OK'D WITH N. ALBINI

Request for use of the Waterbury Arts Magnet School's
Large Dance Studio

Today's date:9-1-2022

Palace Theater
David Flowers
Production Office
203-346-2003

Flowers@PalaceTheaterCT.org

For November 2022

Custodial start time	8:30am
Artist start time	9am
Artist end time	6pm
Custodial end time	6:30pm

Tuesday	Nov 8
Friday	Nov 11
Saturday	Nov 12
Sunday	Nov 13
Saturday	Nov 19
Sunday	Nov 20

Purpose: Professional Ballet Rehearsals – approximately 20 adults
No performances
Private - No Admission
No sound or lighting needed


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

APPLICANT/ORGANIZATION: Shengyan Chen / Wily Knights

Please check below specific item(s):

Building Usage Fees Custodial Fees

SCHOOL/ROOMS REQUESTED: Gym / WCA

DATE(S): 9/15/22 , <u>9/15/22</u>	TIMES: _____
DATE(S): <u>10/2/22</u> , <u>10/16/22</u>	TIMES: _____
DATE(S): <u>10/30/22</u> , <u>11/6/22</u>	TIMES: <u>9A-1:30P</u>
DATE(S): <u>11/20/22</u> , <u>12/4/22</u>	TIMES: _____
DATE(S): _____	TIMES: _____
DATE(S): _____	TIMES: _____

Sundays

8/8/22
Date

Seemants
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____ Building Usage Fees	\$ <u>1,617.5</u> Custodial Fees	\$ _____ Security Deposit
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BOARD USE ONLY

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

ATTEST _____

Book

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

CONTRACT# AUG 30 2022

APPLICANT Frances Walsh NAME OF ORGANIZATION Mary, Mother of the Church
ADDRESS 67 Southmayd Rd. Waterbury 06705 TELEPHONE # 203-756-7919
(street) (city) (state) (zip code)
SCHOOL REQUESTED International Sch Beecher St. DATES Oct 17 to Apr. - see schedule ROOM(S) 7 or 8
OPENING TIME 9:00 am CLOSING TIME 11:00 PURPOSE Religious Education Classes
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS _____ CHILDREN 50
SIGNATURE OF APPLICANT Frances Walsh ^{203 cell} 232-1939 DATE 8-30-22

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

Msgr. Thomas Ginty

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. JW (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES \$52/HR per room per date plus 1 HR SERVICE (\$17,472.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

- APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
- A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
- IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
- THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
- CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
- POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452
- CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
- KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
- PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
- IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

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



APPLICANT/ORGANIZATION: Mary, Mother of the Church

Please check below specific item(s):

Building Usage Fees

Custodial Fees

SCHOOL/ROOMS REQUESTED: _____

DATE(S): <u>Oct. 16 and 30</u>	TIMES: <u>9:00 am to 11:00 am</u>
DATE(S): <u>Nov. 6 and 20</u>	TIMES: <u>"</u>
DATE(S): <u>Dec. 4 and 18</u>	TIMES: <u>"</u>
DATE(S): <u>Jan. 8 and 22 (2023)</u>	TIMES: <u>"</u>
DATE(S): <u>Feb 5 and 26</u>	TIMES: <u>"</u>
DATE(S): <u>Mar. 5 and 19</u>	TIMES: <u>"</u>
<u>Apr. 2 and 16</u>	
<u>8-30-22</u>	<u>Francis Walsh</u>
Date	Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____	\$ <u>3,360.5</u>	\$ _____
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

Check

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 Shelby Davis NAME OF ORGANIZATION City Youth Theater
ADDRESS 42 Mountain Road TELEPHONE # 203 437 0325
(street) (city) (state) (zip code)
SCHOOL REQUESTED Roxela DATES Sept 18 ROOM(S) Auditorium
OPENING TIME 2 pm CLOSING TIME 5 pm PURPOSE Performances Auditions
COMMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 50
SIGNATURE OF APPLICANT [Signature] DATE 9-7-22

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

Shelby Davis

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (\$168.)
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

- APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
- COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
- SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
- THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
- CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
- POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3482
- CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PLUMBING, ELECTRICAL, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
- KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
- PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
- LESSEE AGREES THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

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



APPLICANT/ORGANIZATION: City Youth Theater

Please check below specific item(s):

Building Usage Fees Custodial Fees

SCHOOL/ROOMS REQUESTED: Rotells

DATE(S): <u>Sept 18, 2022</u>	TIMES: <u>2:5 pm</u>
DATE(S): _____	TIMES: _____
DATE(S): _____	TIMES: _____
DATE(S): _____	TIMES: _____
DATE(S): _____	TIMES: _____
DATE(S): _____	TIMES: _____

9-7-22
Date

SD
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____	\$ <u>168.</u>	\$ _____
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

Track

SEP - 7 2022

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 Shelby Davis NAME OF ORGANIZATION City Youth Theater
ADDRESS 42 Maple Court D. 06707 TELEPHONE # 2034370325
(street) (city) (state) (zip code)
SCHOOL REQUESTED CROSBY ROOM(S) Auditorium
OPENING TIME 6:00 CLOSING TIME 8:30 PURPOSE Fingerplay Rehearsals
DISMISSION (if any) _____ CHARGE TO BE DEVOTED TO fingerplay
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS _____ CHILDREN _____
SIGNATURE OF APPLICANT [Signature] DATE 9/7/22

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

Shelby Davis 2034370325

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.

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6983 FIRE DEPT. 597-3462

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

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 674-8210 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 SHALL 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

October 4-27th
Tues & Thurs
6-8:30 pm

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.1

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve a Memorandum of Understanding with New Opportunities Foster Grandparent Program, at no cost, to provide volunteer opportunities for eligible adults to serve as tutors, subject to any non-substantive changes approved by the Corporation Counsel's office.



Mrs. Jade L. Gopie

Assistant Superintendent of Schools

(203) 574-8023

jgopie@waterbury.k12.ct.us

Date: September 8, 2022

To: Waterbury Board of Education

From: Jade L. Gopie, Assistant Superintendent

Subject:: No Cost Contract with the New Opportunities, Incorporated Foster Grandparent Program

The Waterbury Public Schools would like to contract with The New Opportunities, Incorporated Foster Grandparent Program at no cost to the district. The Foster Grandparent Program will provide volunteer opportunities for eligible adults to serve as tutors, role models and mentors to children in the following schools: Bunker Hill, Carrington, Driggs, Gilmartin, Reed, Regan, Rotella and Tinker.

Foster Grandparents work with children on literacy and math skills. In addition, Foster Grandparents may also help their assigned students with educational projects, assist on field trips, and read to the children in the school.

Foster Grandparent volunteers have been serving in Waterbury Public Schools for nearly 50 years and we are requesting approval to continue the partnership.

Please feel free to contact me should you have any questions. Thank you for your consideration.

Respectfully,

Jade L. Gopie
Assistant Superintendent



NEW OPPORTUNITIES, INC.

Building Relationships to End Poverty

FOSTER GRANDPARENT PROGRAM

232 N. Elm Street, 3rd Floor, Waterbury, CT 06702

Tel: 203-575-4245 Fax: 203-755-8254



**AmeriCorps
Seniors**

MEMORANDUM OF UNDERSTANDING

New Opportunities Foster Grandparent Program

&

City of Waterbury - Waterbury Public Schools

236 Grand Street, Waterbury, CT 06702

It is agreed that the attached Basic Provisions of this Memorandum of Understanding will guide the working relationship between both parties stated above, and that:

The **New Opportunities FGP** representative who will serve as liaison with **Waterbury Public Schools** is:

Name: Tina Agati Title: FGP Director Telephone: 203-575-4245 Email: MAgati@newoppinc.org

The **Waterbury Public Schools** representative who will serve as liaison with **New Opportunities FGP** is:

Name: Quineshia Brown-Cole Title: Well Center Manager Telephone: 203 346-3520

Email: Quineshia.Brown@waterbury.K12.ct.us

Conditions of this Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. It will be reviewed at least every three (3) years to permit needed changes. This Memorandum of Understanding contains all the terms and conditions agreed upon by the contracting parties. No other understanding, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.

Signatures. By signing this MOU, the Volunteer Station, through its authorized representative, self-certifies that it is a Public or Private Non-Profit, Proprietary Health Care Agency, or Governmental Agency, and meets the requirements necessary to be an AmeriCorps Seniors RSVP Station. This MOU will be in effect, upon dated signatures of the Station's Representative and the RSVP Director, from **August 1, 2022** through **July 31, 2023**.

_____	Neil M. O'Leary, Mayor	_____
City of Waterbury	Printed Name	Date
_____	William R. Rybczyk, <i>President/CEO</i>	_____
New Opportunities, Inc.	Printed Name	Date

Please complete information for each school on Page 5

MEMORANDUM OF UNDERSTANDING BASIC PROVISIONS

Since 1965, the AmeriCorps Seniors Foster Grandparent Program has offered volunteer opportunities for eligible adults to serve as role models, mentors, and friends to children with special and exceptional needs, or who are in circumstances that limit their academic, social, or emotional development.

AmeriCorps Senior FGP volunteers must be age 55 or older, be available to serve from 5 to 40 hours a week, and meet established income eligibility guidelines in order to receive an hourly stipend. Potential volunteers must also submit to criminal record investigations, fingerprinting, and other background checks and/or medical releases as applicable.

FGP Volunteers are not employees of New Opportunities, Inc. or the Volunteer Station.

New Opportunities, Inc. Foster Grandparent Program will:

1. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the AmeriCorps Seniors Foster Grandparent Program (FGP) Federal Regulations for enrollment in the program.
2. Conduct and document a criminal history check for all volunteers in accordance with the requirements established for a National Service Criminal History Check by the AmeriCorps.
3. Refer volunteers to the Station. Permit and encourage the Volunteer Station to screen volunteers pursuant to established criteria of Volunteer Station.
4. Conduct pre-service orientation and ongoing in-service instruction for volunteers.
5. Instruct volunteers in proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors FGP procedures.
6. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by AmeriCorps Seniors FGP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
7. In cooperation with the Elder Services Advisory Council of New Opportunities, Inc.:
 - Arrange for appeals procedure to address problems arising between the volunteer, the Station and/or AmeriCorps Seniors FGP.
 - Cooperate in a review of FGP services if requested.
8. Arrange for an annual FGP volunteer recognition event. Donations will be solicited from the volunteer station to assist with the recognition but volunteer stations are not required to provide funds.
9. Reimburse volunteers for transportation costs between their home and volunteer station in accordance with AmeriCorps Seniors FGP policies and availability of funds.
10. Arrange with the Station for meals and/or snacks, whenever possible, for volunteers on assignment.
11. Provide photo identification for volunteers if not provided by the Station.
12. Arrange for physical exams or completion of medical release forms if applicable.
13. Gather data and statistics on the need for this service and the community impact. This reporting may be used to implement future projects of this nature. This data will be used to report outcomes to AmeriCorps Seniors.
14. Periodically monitor volunteer activity at the volunteer station to assess and/or discuss needs of volunteers and the volunteer station.

The Volunteer Station will:

1. Assign children with designated special or exceptional needs to each volunteer.
2. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
3. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
4. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed.

5. Furnish volunteers with materials required for assignment. These materials may include a station uniform and/or photo I.D. Please note that FGP volunteers are issued a red "Foster Grandparent" vest.
6. Assure adequate health and safety provisions for all volunteers.
7. Investigate and report any accidents and injuries involving FGP volunteers immediately to New Opportunities, Inc. Foster Grandparent Program. All reports shall be submitted in writing within 48 hours of the incident.
8. Specify, either by written information or verbally, that FGP volunteers are participants in the Station's programming in publicity featuring such volunteers. Display an AmeriCorps Seniors placard where it may be viewed by the public.
9. **Plans and Reports:**
 - Child Assignment Plan: The Station staff will complete a Child Assignment Plan (template provided by the sponsor) for each volunteer and for each child served. The sponsor's representative, and the volunteer must sign the written assignment plan that: identifies the children to be served (an anonymous identifier is acceptable), the need(s) of each identified child, and the role and activities of the volunteer. This plan is to be developed for use by and for the benefit of the volunteer, and to show the impact of the assignment.
 - Timesheets: Report volunteer hours on a monthly basis on or before 5th of the following month (Insurance coverage is only effective with verified records of hours served.)
 - Progress Reports: Stations are requested to complete a short bi-annual survey provided by AmeriCorps Seniors FGP documenting the impacts of services provided by volunteers.
 - Volunteer Performance Evaluations: For each assigned volunteer, Stations are required to complete an annual performance evaluation using the template provided by the sponsor.
10. AmeriCorps Seniors FGP must meet a local match of 10% through in-kind and/or cash contributions. Please complete the Pledge amounts below and ensure that the value of the meals, other in-kind donations, and/or cash contributions are not funded with other federal resources, unless those federal resources are authorized by federal law or regulation to be applied as part of the non-federal share of a federal grant.

In-Kind Donations (per volunteer):

Value of a daily meal: \$ 4.50

Value of a daily snack: \$ 1.50

Other Provisions

1. **Separation from Volunteer Service:** The Station may request the removal of a volunteer at any time. A volunteer may withdraw from service at the Station or from the FGP at any time. The FGP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.
2. **Religious/Political Activities:** While the AmeriCorps Seniors volunteers are on duty, the Station will not request or assign them to conduct or engage in religious, sectarian, or political activities including, but not limited to, conducting religious education classes or worship services, proselytizing, engaging in voter registration or providing voter transportation to polls, or efforts to influence legislation.
3. **Displacement of Employees:** Ensure that AmeriCorps Seniors volunteers serve in a volunteer capacity. Volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
4. **Compensation:** Neither the station nor FGP will request or receive compensation from the beneficiaries of FGP volunteers. Volunteers will not receive a fee for service from beneficiaries, family members or their legal guardian.
5. **Accessibility and Reasonable Accommodation:** The Station will maintain the programs and activities to which volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency, and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

6. **Prohibition of Discrimination:** The Station will not discriminate against volunteers, service beneficiaries, or in the operation of its program on the basis of race, color, national origin including individuals with limited English proficiency, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.
7. **Diversity, Equity, Inclusion and Accessibility:** It is the policy of NOI to commit to fostering, cultivating, and preserving a culture of diversity and inclusion with our staff members, volunteers, and customers.
8. **Termination of MOU:** This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three years by the Parties.
9. **City of Waterbury Required Provisions:**

City of Waterbury's Ethics Code Ordinance. The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)

- No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). The Signatories to this MOU 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.

Force Majeure. Neither the Contractor 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: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible. 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 MOU.

Please complete for each school:

School Information / Volunteer Supervisor authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations:

Authorized Volunteer Supervisor Signature/Title *School Name / Address*

Email *Telephone* *Date*

Additional School Representatives authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations:

Printed Name / Title *Email* *Telephone*

Printed Name / Title *Email* *Telephone*

Printed Name / Title *Email* *Telephone*

Printed Name / Title *Email* *Telephone*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.2

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve a Student Educational Training Affiliation Agreement with Western Connecticut State University, through December 31, 2026 and at no cost, to provide school counseling internships, subject to any non-substantive changes approved by the Corporation Counsel's office.



MEMORANDUM

TO: Board of Education
Board of Aldermen

FROM: Nyree Toucet, Director of College and Career Readiness

DATE: 8.19.2022

RE: Request for contract with Western Connecticut State University for School Counseling Interns

EXECUTIVE SUMMARY

The Department of Education requests a partnership with Western Connecticut State University (WCSU) for a school counseling internship agreement at no cost to the district until December 31, 2026. WCSU Graduate students completing an internship will be under the supervision of a school counselor in the Waterbury Public Schools. The district will be providing the opportunity, guidance, and mentoring for the WCSU school counseling intern to gain the required technical and educational experience and training combining the knowledge acquired in the classroom and within a school environment.

Attached for your review and consideration is the proposed contract to allow school counseling interns from Western Connecticut State University.

**STUDENT EDUCATIONAL
TRAINING AFFILIATION AGREEMENT**

BY AND BETWEEN

Western Connecticut State University

AND

CITY OF WATERBURY

TERM

From: 1/1/2022 To: 12/31/2026

This Affiliation Agreement (the "Agreement") is made by and between **Western Connecticut State University** (hereinafter the "Institution"), a constituent unit of the State of Connecticut System of Higher Education, and **City of Waterbury** (hereinafter the "Facility" or "Contractor") (jointly referred to as the "Parties" to this Agreement).

WHEREAS, the Institution offers a **Graduate program in School Counseling** through its **Department of Education and Education Psychology** (hereinafter the "Program" or collectively "Programs"); and

WHEREAS, the Institution desires to provide experience and instruction to its students;
and

WHEREAS, the Facility, in the interest of furthering the educational objectives of the Institution, is willing to make its Facility available to the Students for such experience and instruction; and

WHEREAS, the Facility's operations include a facility or facilities suited to the needs of the Institution; and

WHEREAS, the Institution is authorized to enter this Agreement under provisions of Sections 10a-6, 4a-52a and 10a-151b of the General Statutes of the State of Connecticut.

NOW THEREFORE, in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby **AGREED**:

1. EDUCATIONAL TRAINING PLAN, PHILOSOPHY AND IMPLEMENTATION

1.1 Philosophy and Objectives of the Program. The objectives of the program are to: 1) prepare Students for future employment and/or careers through job exposure and work experiences; 2) increase independent skills; and 3) increase knowledge of and access to community resources.

1.2 Education Training Program Plan/Implementation.

- (a) The Institution shall be responsible for the planning, implementation and execution of its Students' educational training experience.
- (b) The Institution shall submit to the Facility, at least thirty (30) days prior to commencement of the program, a description of the types of training experiences needed by the Students, the dates during which such experiences will be needed, the number of Students expected to participate in the program, and the names, professional credentials, and evidence of current licensure (if applicable) of the Institution's faculty personnel (hereinafter the "Faculty") who will supervise Students enrolled in programs that require Faculty supervision on the premises of the Facility.
- (c) The Institution shall inform the Facility as soon as practicable of any changes in information previously provided to the Facility regarding the program.

2. **TERM, AMENDMENT AND TERMINATION OF AGREEMENT.** The term of this Agreement shall be effective only as of the date of signature by the Institution's authorized official, and if applicable the date of approval by the Connecticut Attorney General or the date first written above, whichever is later, and shall remain in effect until the term end date written above. Prior to the end of this term, the parties may renew the Agreement by an amendment to this Agreement executed by both parties and if applicable, approved by the Connecticut Attorney General. Such desire to renew shall be conveyed in writing at least sixty (60) days prior to the end of the termination date. Either the Facility or the Institution may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party. If either party moves to terminate this Agreement prior to its expiration, termination shall not become effective until the Students in their fieldwork placement have completed their scheduled clinical experience, or the Facility and the Institution agree otherwise, in writing. Both the Institution and the Facility maintain the right to withdraw student(s) from the Facility in accordance with Section 4.7 below.

3. FACILITY RESPONSIBILITIES

3.1 Experience. The Facility will accept Students for educational training experience.

- (a) The Facility shall provide the opportunity for Students to perform educational training under the supervision of an employee of the Facility or Faculty in accordance with the terms of this Agreement.

- (b) When agreed upon by both parties, students may receive educational training and practical experience under the supervision of an employee of the Facility.
- 3.2 Equipment and Use of Facilities. The Facility shall provide equipment and supplies necessary for the administration of care by Students; space for conferences connected with Students' instruction; phone access; and, if available, secured locker room or equivalent space for use by Students and Faculty at no cost. Students and Faculty may use the Facility cafeteria during the training experience, if available. The cost of cafeteria purchases shall be the responsibility of the person making the purchase.
- 3.3 Orientation for Faculty and Students. The Facility will advise Faculty and Students of relevant Facility information, including policies, procedures, and rules for which Faculty and Students must comply.
- 3.4 Professional Standards. In rendering services under this Agreement, the Facility shall conform to high professional standards of work and business ethic. The Facility warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Agreement, the Facility agrees to provide to the Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said Institution, such services as the Institution requests, provided in this Agreement.
- 3.5 Emergency Medical Care. The Facility will provide emergency medical care to Students and/or Faculty who become ill or who are injured while on duty at the Facility or arrange transport to an acute care facility, as applicable. The Institution shall advise its Students and Faculty that the cost of such care shall be solely the responsibility of the individual receiving it.
- 3.6 **The Institution shall ensure that the Institution, its employees, and each Student shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the Facility or any of its Students as set forth herein. For purposes of this section, "Institution" includes any employees of the Institution, including but not limited to, any Institution Faculty affiliated with the Program.**
- 3.6.1. **Student Education Records.** The Parties acknowledge that in the course of the Program and hosting the Students pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The Institution and Students shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Program only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures

of any information from education records. The Institution shall instruct its Students on their obligations to comply with FERPA.

3.6.2. **Student Data Privacy.** 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 Institution or the Student.

3.6.3. The Facility's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Institution or the Student 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 Institution or the Student. 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 Institution or the Student 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 Institution and/or the Student 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.

3.6.4. The Institution and/or the Student shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.6.5. 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 Institution or the Student receives a request to review Student Data in the Institution's or the Student's possession directly from a student, parent, or guardian, the Institution and the Student agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Institution and the Student 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 Institution or the Student, and correct any erroneous information therein.

3.6.6. The Institution and the Student shall take actions designed to ensure the security and confidentiality of student data.

3.6.7. The Institution and the Student 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 Institution or the Student of a breach of Student Data, the Institution 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.

3.6.8. Student Data shall not be retained or available to the Institution upon expiration of the contract between the Institution and Facility, or to the Student at the expiration of his or her Studentship term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Institution after the expiration of such contract for the purpose of storing student-generated content.

3.6.9. The Institution, Student, 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.

3.6.10. The Institution and the Student acknowledge 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.

3.6.11. 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.

3.6.12. If any changes in the law or regulations with respect to the provisions of this Section 3.6 regarding student confidentially, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

4. INSTITUTION RESPONSIBILITIES

4.1 Planning. The Institution shall be responsible for the planning and execution of its Students' educational training experience.

4.2 The Institution shall submit to the Facility, at least thirty (30) days prior to the commencement of the Program, a description of the types of training experiences needed by its Students, in accordance with Section 1.2(b) above.

4.3 Insurance. During the term of this Agreement, the Institution shall maintain professional liability insurance covering each Student for his or her acts or omissions while participating in any curriculum activity at the Facility. A Certificate of Insurance will be provided to the Facility, indicating State professional liability coverage.

- 4.3.1 Student Health Insurance. The Institution shall advise the Student that unless the student has health insurance satisfactory to the Facility, either provided through the Institution or through other means, the Student may not be eligible to participate in the Program. With the consent of the Student, the Institution shall provide the Student's health insurance information when submitting the potential Student for review by the Facility.
- 4.4 Compliance with Facility Rules. The Institution will advise Students and Faculty that they shall comply with all rules and regulations of the Facility; all Federal, State, and local laws, regulations, ordinances and charter provisions as further provided in Section 9; and instructions of Facility personnel. Upon the Facility's request, Students may be required to wear and visibly display identification badges issued by the Facility or Institution and a name tag acceptable to the Facility.
- 4.5 Confidential Information. The Institution will advise its Students, Faculty, and Institution personnel that they must not disclose any confidential material or information connected with the Facility or any of its patients, except as required by federal or State law, including the Connecticut Freedom of Information Act (FOIA). The Institution shall also advise its Students and Faculty that they must comply with the Facility's policy on confidentiality.
- 4.6 Background Checks.
- 4.6.1. The Institution shall ensure, and represents to the Facility, that each and every Student or any person affiliated with the Program who will have direct contact with a student 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 Institution shall further ensure, and represents to the Facility that any Student 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 Institution shall not permit any Student with a disqualifying criminal history to have direct contact with a student.
- 4.6.2. The Institution shall advise each proposed Student that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the Institution shall provide to each proposed Student an authorization in the form attached as **Schedule B** requesting and authorizing the RESC to release the results of the Student' Intern's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The Institution will instruct the proposed Student that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

4.6.3. Pursuant to and in accordance with C.G.S. §10-221d, the Institution shall confirm to the Facility in writing that the proposed Students have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Program with the Facility. Should the results of any criminal history or DCF registry check for Student be determined by the Facility to be unsatisfactory, the Facility may terminate the Students opportunity in the Program and refuse to host such Student and the Facility will accordingly notify the Institution's Faculty, or her designee, of such termination.

4.6.4. If any changes in the law or regulations with respect to the provisions of this Section 4.6 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

- 4.7 Withdrawal of Students from the Facility. The Institution shall withdraw any Student from the Facility due to health, performance, or other reasonable reasons if such Student's continued participation in the Program is detrimental to the Institution, Student and/or Facility. The Institution may immediately withdraw student(s) from the Facility when the Institution determines that student(s) are at risk. The Institution understands and acknowledges that the Facility, in its absolute discretion, has the right to immediately remove any Student from Facility or any City property. The Facility will promptly notify the Institution in the event a Student is so removed.
- 4.8 Immunizations and Physical. The Institution shall advise Students and Faculty that they will be required to provide the Facility with evidence that they meet the Facility's requirements for immunization and physical examination, as applicable. The Facility may refuse to accept for assignment any student or faculty member for whom satisfactory evidence of health status and immunization history has not been provided.
- 4.9 Each Student shall execute a waiver of liability in the form attached hereto as **Schedule A**. The Facility may condition participation in the Program on its receipt of such waiver of liability.

5. SHARED RESPONSIBILITIES

- 5.1 Instruction and Supervision. The Facility shall be responsible for the supervision and instruction of Students and shall at all times retain authority and responsibility for the delivery of care.
- 5.2 Required In-Services. The Facility will provide mandatory in-services to Students and Faculty in advance of the first experience. Mandatory in-services may include, but are not limited to, general safety, infection control, OSHA blood borne pathogens, TB, fire safety, hazardous materials, and use of electrical equipment.
- 5.3 Program Evaluation. Facility personnel will consult at least **two (2)** time(s) each year with the Institution for the purpose of evaluating the Program at the Facility, in an effort to continually provide an appropriate learning environment for the Students.

- 5.4 Students and Faculty Not Employees or Agents. Both the Facility and the Institution acknowledge that neither Students nor Faculty are to be considered employees or agents of the Facility. Students shall not receive compensation of any kind from the Facility.
- 5.5 Insurance. Each party to this Agreement agrees to procure and maintain at its own cost all such insurance coverage as would be usual and prudent for a comparable organization to maintain in respect of the activities carried on by that party pursuant to this Agreement and to provide evidence of such insurance to the other party on that party's reasonable request.

6. COST AND SCHEDULE OF PAYMENTS

- 6.1 No Payment - Neither party to this Agreement shall provide compensation of any kind to the other party.

7. GENERAL PROVISIONS. References in this section 7 to "contract" shall mean this Agreement and references to "contractor" shall mean the Facility.

- 7.1 Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the Institution or Facility at the address set forth, below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Institution: Western Connecticut State University, Department of Education and Educational Psychology
181 White Street
Danbury, CT 06810
Attn: Katharine Roe, Ph.D., Department Chair

If to the Facility: City of Waterbury, Department of Education
236 Grand Street
Waterbury, CT 06702
Attn: Nyree Toucet, Director of College and Career Readiness

With a Copy To: City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, CT 06702

- 7.2 Prohibition against Assignment. Except as provided in this Section, this Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of this Agreement or any parts thereof in violation of this Agreement shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

- 7.3 Accommodations for Persons with Disabilities. In the event that a Student, Faculty, or other Institution personnel requests accommodations for a disability beyond those accommodations that are currently available at the Facility, and provided that the Institution determines that such accommodations should be provided, the Institution shall be responsible for making any reasonable arrangements necessary to effectuate reasonable additional accommodations.
- 7.4 Worker's Compensation. The Institution and Facility agree that the Facility is not responsible for any Workers Compensation or disability claim filed by a Student or Faculty.

8. REQUIRED PROVISIONS – STATE OF CONNECTICUT. References in this section 8 to “contract” shall mean this Agreement and references to “Contractor” shall mean the Facility.

- 8.1 Claims Against the State. The Facility agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or Institution arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Facility further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 8.2 Indemnification. The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Contract, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors. Notwithstanding the foregoing, Contractor shall not be obligated to indemnify the State for any claims arising solely out of the negligent acts or omissions of the Students.
- 8.3 Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Client Business waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- 8.4 Non Discrimination. Each party agrees, as required by sections 4a-60 and 4a60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
- 8.5 Executive Orders and Other Enactments.
- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
- 8.6 Power to Execute. The individual signing this Agreement on behalf of the Facility certifies that s/he has full authority to execute the same on behalf of the Facility and that this Agreement has been duly authorized, executed and delivered by the Facility and is binding upon the Facility in accordance with the terms.

- 8.7 Sovereign Immunity. The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.
- 8.8 Entire Agreement. This written Agreement shall constitute the entire Agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the Institution. This Agreement may not be changed other than by a formal written amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable.

9. REQUIRED PROVISIONS – CITY OF WATERBURY. References in this section 9 to “contract” shall mean this Agreement and references to “Contractor” shall mean the Institution.

- 9.1 City of Waterbury’s Ethics Code Ordinance. The Signatories to this contract hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the Facility’s Ordinance regarding, Ethics and Conflicts of Interest. 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 39, click on “TITLE III: ADMINISTRATION”, then click on “CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST”].
- 9.2 Prohibition Against Gratuities and Kickbacks (§39.042 of Facility’s Code of Ordinances).
- 9.2.1 No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- 9.2.2 No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any

person associated therewith, under contract or purchase order to the Facility.

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

9.3 Prohibition Against Contingency Fees (§39.47 of Facility's Code of Ordinances). The Signatories to this contract hereby represents that it has not retained anyone to solicit or secure a contract with the Facility upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

9.4 Force Majeure. Neither the Contractor nor the Facility 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: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible. 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.

9.5 Interest of City Officials. No member of the governing body of the Facility, and no other officer, employee, or agent of the Facility who exercises any functions or responsibilities in connection with the carrying out of the Program to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions

FACILITY

City of Waterbury

By: _____

Print Name: Neil M. O'Leary

Title: Mayor

Date: _____

INSTITUTION

Western Connecticut State University

By: _____

Print Name: Beatrice Fevry

Title: Chief Financial Officer

Date: _____

By the Connecticut Attorney General

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated March 25, 2019.

Therefore, no signature is required below.

SCHEDULE A

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

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

I further agree to indemnify and hold harmless the City of Waterbury and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney’s fees which may directly or indirectly result from or occur as a consequence of said Internship or any associated activity.

I further agree and understand that I am neither an employee of the City of Waterbury nor of Western Connecticut State University, but rather that I am a student at Western Connecticut State University – enrolled in the University’s Social Work Degree Program participating in an Internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

[Signature page follows]

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

Dated at Waterbury, Connecticut this _____ day of _____, 202

Signature

Date

Print Name

State of Connecticut:

: ss: Waterbury _____, _____, 202

County of _____

On this _____ day of _____, 202 , before me the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

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

Commissioner of Superior Court
Notary Public
My Commission Expires: _____

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

The undersigned, _____, a Social Work student enrolled in a Social Work Degree Program at Western Connecticut State University, hereby requests and authorizes Cooperative Educational Services (a Regional Education Service Center) to release to the Dean of Western Connecticut State University, or his/her designee, and to the Board of Education of the City of Waterbury the results of my state and national criminal history records check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

Student Signature

Printed Name of Student

Dated: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.3

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve First Amendment to Education Affiliation Agreement with Trinity Health of New England Corporation, Inc. for clinical education experience for Waterbury students, subject to any non-substantive changes approved by the Corporation Counsel's office.



Memorandum

To: Board of Education

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: September 12, 2022

Re: Board of Education Request for MOU Amendment Approval - Executive Summary – St. Mary's Hospital

The Academic Office/Education Department respectfully requests your approval of this MOU Amendment in the amount of \$0 for St. Mary's Hospital to provide clinical work based learning experiences for Certified Nurse Assistant students. This Amendment will extend the program through January 11, 2023.

This contract will enable high school health science students to engage in work based learning and prepare to earn their CNA certification as well as learn about other department responsibilities across other Therapeutic services occupations.

The Amendment does not require any funding for this project and can be terminated at any time, and is subject to non-substantial changes to be approved by the office of corporation counsel.

Accordingly, attached for your review and consideration is the proposed amendment.

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment
Cc: Allison J. Rzewuski
File: Amendment #1 to CRT19-297

**FIRST AMENDMENT TO EDUCATION AFFILIATION AGREEMENT
BY AND BETWEEN
CITY OF WATERBURY, WATERBURY DEPARTMENT OF EDUCATION
AND
TRINITY HEALTH OF NEW ENGLAND CORPORATION, INC.**

THIS FIRST AMENDMENT TO EDUCATION AFFILIATION AGREEMENT ("First Amendment") is entered into effective as of October 13, 2022 by and between **TRINITY HEALTH OF NEW ENGLAND CORPORATION, INC.** ("TH Of NE") and **CITY OF WATERBURY, WATERBURY DEPARTMENT OF EDUCATION** ("Institution").

RECITALS

WHEREAS, TH Of NE and Institution are parties to that certain Education Affiliation Agreement effective October 14, 2019 (the "Agreement"), which remains in effect; and

WHEREAS, TH Of NE and Institution wish to amend the Agreement for certain other matters as may be set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, TH Of NE and Institution agree to amend the Agreement as follows:

1. **Term.** The term of the Agreement is extended for 90 days, until January 11, 2023.
2. **Binding Amendment.** This First Amendment shall be binding upon and inure to the benefit of TH Of NE and Institution and their respective legal representatives, successors and assigns.
3. **Agreement.** Except as expressly amended herein, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect.
4. **Definitions.** All terms defined in the Agreement shall have the same meaning in this First Amendment. Any terms defined herein and not otherwise in the Agreement shall have the meanings ascribed to them herein.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their respective duly authorized representatives under seal effective as of the date first above written.

<p>TRINITY HEALTH OF NEW ENGLAND CORPORATION, INC.</p> <hr/> <p>By: Jennifer Schneider Its: Senior Vice President and Chief Financial Officer</p>	<p>CITY OF WATERBURY, WATERBURY DEPARTMENT OF EDUCATION</p> <hr/> <p>By: Its:</p>
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BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.4

TO BE ADDED

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve the application for the Connecticut Association of Boards of Education's (CABE) Board Recognition Award/Board of Distinction Award.



CABE Board Recognition Awards

Board Leadership Award and Board of Distinction Award

CABE believes that Boards of Education and Superintendents which exhibit the most effective leadership are characterized by their ability to work together as “teams.” The **CABE Board Recognition Awards** are designed to recognize Boards which work effectively in this manner. Boards which fulfill 22 of the following 34 Level One criteria, including a minimum of three in each area, will earn the Level One **CABE Board Leadership Award**.

In order to appropriately recognize those Boards which are truly exemplary, CABE has now established a second level of awards, the **Board of Distinction Award**. Only Boards which have achieved Level One distinction at least twice in the prior four years are eligible to receive the **Board of Distinction Award**.

Please respond to the criteria requested on this form and send your information, with supporting data, to CABE when you believe your Board has earned a Leadership Award or a Board of Distinction Award. If you have any questions, need further information, or require help in satisfying any of the criteria, please contact us for assistance.

Deadline for submission is: **Friday, October 7, 2022**

REQUIRED CRITERIA

1. Board Leadership/Student Achievement

Level One (minimum of three)

- A. The Board has developed district goals for this year. *(provide copy of goals)*
- B. The Board has conducted a self-evaluation and developed a plan for improvement in the past 12 months. *(provide copy of plan or descriptive narrative)*
- C. The Board has conducted a superintendent evaluation in past 12 months.
- D. The Board monitors its performance against a Board of Education code of conduct. *(provide copy of code)*
- E. The Board has conducted meetings pursuant to Board policy.
- F. The Board has established a calendar to ensure all responsibilities are conducted in timely manner. *(provide copy of meeting calendar)*
- G. The Board ensures that student voice is part of its decision-making process. *(provide bylaws that allow for student voice)*
- H. The Board models civil discourse while conducting Board business. *(provide examples)*
- I. The Board conducts orientation for new Board members. *(provide agenda or bylaws)*
- C. The Board supports the appropriate use of technology in educational programming. *(provide examples)*
- D. The Board uses data to make informed decisions regarding student achievement. *(provide examples)*
- E. The Board addresses issues of diversity, equity, and inclusion. *(provide examples)*

2. Board Member Professional Development Level One (minimum of three)

- A. A majority of Board members have taken part in workshops or other in-service training during the last year. *(provide list of workshops and/or in-service training)*
- B. The Board provides adequate funds to permit Board members to take part in training. *(provide budget or listing for Board professional development)*
- C. A majority of the Board attended the CABE/CAPSS Convention in the last 12 months. *(provide list of Convention participants)*
- D. A majority of the Board participated in the CABE Board Member Academy in the last 12 months. *(provide list of programs and board members who attended)*
- E. The Board has used a CABE facilitator or other outside group for Board workshop/retreat in last 12 months. *(provide agenda)*
- F. New Board members are provided orientation, including attending CABE New Board Member Orientation. *(provide list of 2021-2022 participants)*



CABE Board Recognition Awards

Board Leadership Award and Board of Distinction Award

- G. At least one Board member has participated in the CABE Leadership Institute. ~~during this year.~~ **(provide names of participants)**
- H. The Board has participated in professional development about issues of diversity, equity and inclusion. **(provide a list of workshops and provider)**

Level Two (minimum of two)

- A. The Board has developed district goals and reviews them on a regular basis. **(provide examples)**
- B. At least 2 members of the Board have participated in the CABE Leadership Institute. **(provide names of participants)**
- C. The Board has incorporated Board professional development into policy. **(provide examples)**
- D. The Board holds a retreat outside of a regular meeting with a component offering professional development. **(provide copy of agendas)**

3. Policy

Level One (minimum of three)

- A. The Board has developed and adhered to procedure for policy review. **(provide procedure)**
- B. The Board has a regular process for reviewing policies every three years.
- C. The Board uses CABE or a similar policy update service to ensure that policies remain current.
- D. The Board has adopted all required policies.
- E. The Board has reviewed appropriate policies as law and regulations have changed.
- F. The Board relies on policies as “living documents,” by referring to them at Board meetings or in Board agendas.
- G. The Board provides the district policy manual in a searchable online version. **(provide URL)**
- H. The Board has a Code of Ethics. **(provide Code of Ethics)**

Level Two (minimum of three)

- A. The Board relates applicable agenda items to appropriate policies. **(provide sample agendas that show this practice)**
- B. Policy discussions are a regular part of Board meetings. **(provide agendas where this takes place)**
- C. The Board has adopted a policy addressing diversity equity, and inclusion. **(provide policy)**
- D. The Board has adopted a policy on civility. **(provide policy)**

4. Community Relations

Level One (minimum of three)

- A. The Board has clear, written policies on Community-Board Relations. **(provide copy)**

- B. The Board provides opportunities for appropriate participation at meetings by members of the community. **(provide copies of two recent agendas)**
- C. The Board seeks active community involvement with the schools. **(provide examples)**
- D. The Board demonstrates cooperation with news media. **(describe)**
- E. The Board promotes the school system to the public. **(provide copies of information disseminated)**
- F. The Board disseminates information to the public on its decisions in a unified, timely manner. **(provide copy of information provided)**

Level Two (minimum of two)

- A. The Board sponsored a community-wide discussion of issues (courageous conversations, community conversations, CABE Equity Toolkit, etc.) during the past year. **(provide agenda and report the end results of the program)**
- B. The Board has successfully worked with other community leaders. **(provide description and/or supporting documentation)**
- C. The Board works with the community’s local cable access channel. **(provide description)**
- D. The Board works with other Boards of Education. **(provide description)**

5. Related Organizational Leadership

Level One (minimum of three)

- A. A Board member serves on the CABE Board of Directors. **(provide name)**
- B. One or more Board members are active participants in the Convention Committee, CABE Government Relations Committee, Resolutions Committee or Federal Relations Network. **(provide name(s))**
- C. One or more Board members actively serve on a RESC Board. **(provide name(s) and RESC)**
- D. One or more Board members participated in the NSBA Convention, CUBE or other NSBA-sponsored activity in the last 12 months. **(provide name(s))**
- E. One or more Board members have participated in the CABE Delegate Assembly or Day-on-the-Hill in last 12 months. **(provide name(s))**
- F. The Board has submitted a resolution to CABE for consideration by the CABE Delegate Assembly in last two years. **(provide resolution(s))**
- G. The Board ensures that all collective bargaining agreements and the superintendent’s contract are sent in a timely manner to CABE’s Negotiations Service. **(provide date information sent)**



CABE Board Recognition Awards

Board Leadership Award and Board of Distinction Award

Level Two *(minimum of two)*

- A. Representatives of the Board presented a workshop related to a district initiative at the annual CABE/CAPSS Convention or NSBA Convention. *(provide a copy of any handouts and presentation materials)*
- B. The Board has sponsored a Legislative Breakfast or some other legislative event. *(provide invitation or agenda)*
- C. The Board works closely with its local legislative delegation to improve the schools. *(provide description)*
- D. The Board sponsors an annual area meeting. *(provide agenda)*

Optional Question:

Level One

Please tell us what, in your opinion, makes your Board's leadership especially effective.

Feel free to provide any information that other Boards would find beneficial in learning about your Board's leadership.

Level Two

Please tell us what, in your opinion, makes your Board's leadership especially effective in improving student achievement.

The Waterbury Board of Education Commissioners recognize they are not educators. We value the expertise of our Superintendent, administrators, and teachers. We value questioning what we don't know so we can understand issues and solutions and make good decisions. We also put strong emphasis on parent and community input. We support our Superintendent Student and Parent Advisory Teams. They are a wonderful source of public feedback from stakeholders.



CABE Board Recognition Awards

Board of Distinction Award (Level Two)

To be eligible for the Board of Distinction Award, a motion must be made at a board meeting to approve the application. If the majority votes in favor, the Board Chair and Superintendent should sign below (*please attach minutes*).

_____	_____
Board Chair	Date
_____	_____
Superintendent	Date



Connecticut Association of Boards of Education
81 Wolcott Hill Road • Wethersfield, CT 06109
860-571-7446 • 860-571-7452 (fax) • www.cabe.org

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with RE-Center Race & Equity in Education, Inc., through September 1, 2023, subject to any non-substantive changes approved by the Corporation Counsel's office.



MEMORANDUM

TO: Board of Education
Board of Alderman

FROM: Dr. Lara D. White, Director of Equity and Inclusion

DATE: September 6, 2022

RE: Executive Summary

EXECUTIVE SUMMARY

The Department of Education requests to enter into a contract with RECenter for the purposes of providing to assist schools, students, and the district with establishing, building capacity, and sustaining equity teams that can contribute, monitor, update, and implement building and district Equity strategic plans. Also to assist the district in understanding and identifying unique challenges for different student populations and providing the structures, processes, and culture that can help students overcome systemic barriers. The estimated cost is \$310,160.00

This agreement was initiated under the Request for Proposal Process (RFP # 7347). There were two proposals for this project. The provider was chosen unanimously by representatives from the District Equity Leadership Team (DELT) tasked to assist the Director of Equity and Inclusion with writing the Scope of Services in this RFP for its ability in the following criteria:

1. Experience and expertise in regard to providing the types of services, trainings, and supports as those outlined in the Scope of Services in this RFP.
2. A proposer with a proven track record in providing these types of services for districts similar to Waterbury Public Schools.
3. Knowledge of Federal and State laws and regulations governing the services outlined in the Scope of Services.
4. Possess a robust system of services that can accommodate our district's, buildings, and student's needs to see a positive impact of consistency and effectiveness in developing and meeting equity goals and programs.
5. Providing professional learning for administrators, staff, and students regarding the purpose, creation, training, and support of effective equity teams that include collaborative effort and implementation within schools.

The term of the contract is upon signature of the parties and will continue until September 2023. The project is being funded up front, in one lump sum for the one year by the Department of Education's ESSER ARP grant.



Attached for your review and consideration is the proposed contract, an affidavit of Disclosure and Certification, and a tax clearance form for RECenter.



**Advancing equity & racial justice.
Driving transformative change.**

Cost Schedule.

	Personnel	Hours	Hourly rate	Total
Youth equity squads (8 schools)	32 school meetings facilitated by 2 Racial Justice Strategist & Coaches (assumes 16 in-person & 16 virtual) -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 60-90-minute sessions:</i> Co-facilitator #1: 48 hours Co-facilitator #2: 48 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 20 hours Co-facilitator #2: 20 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$615 per hour Co-facilitator #2: \$615 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$124 per hour Co-facilitator #2: \$124 per hour	\$64,000
Equity leadership teams (33 schools grouped into 11 teams)	110 school meetings facilitated by 2 Racial Justice Strategist & Coaches (assumes 55 in-person & 55 virtual) -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 60-90-minute sessions:</i> Co-facilitator #1: 165 hours Co-facilitator #2: 165 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 55 hours Co-facilitator #2: 55 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$625 per hour Co-facilitator #2: \$625 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$125 per hour Co-facilitator #2: \$125 per hour	\$220,000
Community of learning	10 sessions facilitated by 2 Racial Justice Strategist & Coaches (assumes 5 in-person & 5 virtual) -Pre-brief -Curriculum development	<i>Facilitation of 75-90-minute sessions:</i> Co-facilitator #1: 15 hours Co-facilitator #2: 15 hours <i>Planning, preparation, & evaluating:</i>	<i>Facilitation rate:</i> Co-facilitator #1: \$475 per hour Co-facilitator #2: \$475 per hour Planning, preparation, & evaluation rate:	\$15,000



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Driving transformative change.**

	-Evaluation development, implementation, & analysis -Post-brief	Co-facilitator #1: 7.5 hours Co-facilitator #2: 7.5 hours	Co-facilitator #1: \$50 per hour Co-facilitator #2: \$50 per hour	
Learning sessions for admin	2 sessions facilitated by: RE-Center Executive Director + 1 Racial Justice Strategist & Coach (assumes 1 in-person & 1 virtual) -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 120-minute sessions:</i> Co-facilitator #1: 4 hours Co-facilitator #2: 4 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 2.5 hours Co-facilitator #2: 2.5 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$600 per hour Co-facilitator #2: \$600 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$100 per hour Co-facilitator #2: \$100 per hour	\$5,300
Consultation & coaching sessions	25 one-hour sessions facilitated by: RE-Center Executive Director + 1 Racial Justice Strategist & Coach -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 90-minute sessions:</i> Co-facilitator #1: 25 hours Co-facilitator #2: 25 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 12.5 hours Co-facilitator #2: 12.5 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$250 per hour Co-facilitator #2: \$250 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$100 per hour Co-facilitator #2: \$100 per hour	\$15,000
Board of Education sessions	2 sessions facilitated by: RE-Center Executive Director + 1 Racial	Up to 2 two-hour sessions	<i>Included</i>	\$0



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	Justice Strategist & Coach -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief			
				\$319,300

Assumptions built into the cost schedule:

- Co-facilitation is essential for cross-identity pairings related to race, ethnicity, gender, sexuality, ability, socioeconomic advantage, immigrant experience, and more. Participants have a greater opportunity to connect across lines of difference with a co-facilitated structure.
- The partnerships will be a hybrid of in-person & virtual spaces.
- There will be little to no non-personnel costs such as food, material production, or printing costs.
- Technology & AV will be available on site for in-person sessions.
- Evaluation is an essential component of this district-wide commitment to assess progress, adjust course responsively, & evaluate impact of efforts.
- Coaching & consultation sessions build internal capacity for sustainability.
- Sessions with administrators and the Board of Education Trustees ensure leadership can be great champions of this work and not underminers of it.
- Youth equity squads will be facilitated at 8 schools.
- Equity leadership teams will be facilitated at all 33 schools; however, RE-Center would be working with teams of 3 schools at a time for a total of 11 teams.



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RE-Center Race & Equity in Education is a national non-profit organization committed to building an equitable and just world where everyone has what they need to grow and thrive. We work in partnership with youth, families, schools, and communities to facilitate nurturing spaces where people can understand and challenge systemic racism and oppression. In all our partnerships, we practice critical questioning, cultivate connection, and inspire action. We are based in Hartford, CT, and work with 4,000+ students and educators each year around the country. In addition to our student-centered programming, RE-Center offers services that build the capacity of all people to understand and effectively engage with clients and colleagues from diverse backgrounds and experiences.

RE-Center Projects, within the last three years

2019 - 2020				
Organization name	Contact person	Nature of services	Start and end date	Completed within the original contract timeframe? Y/N
CHS New England	Jessica Park Program Manager 860.249.9625	Professional learning in a train the trainer series	7/01/2019 - 6/30/2020	Y
CT Women's Education & Legal Fund	Denise Rhone Legal Education Manager (860) 247-6090	Professional learning series for all staff	7/01/2019 - 6/30/2020	Y
Manchester Public Schools	Dr. Diane Clare-Kearney <i>Director of Equity & Adult Education</i> Manchester Adult & Continuing Education Tel. (860) 647-5075 b11dkear@mpspride.org	Systemwide school district equity intervention including professional development, coaching, consultation, data and policy review.	7/01/2019 - 6/30/2020	Y
National Education Association	Hilario Benzon Human and Civil Rights Department Manager (202) 822-7295 Hbenzon@nea.org	Systemwide union support to embed equity & racial justice in policy and practice. Including professional development, coaching, consultation, data and policy review.	7/01/2019 - 6/30/2020	Y
Nellie Mae Education Foundation	Marcos Lucio Popovich Program Director (781) 348-4200	Professional development, individual coaching, and organizational technical assistance	7/01/2019 - 6/30/2020	Y



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		for staff and the Foundation's board.		
University of Connecticut	Katherine Ryan Martin Assistant Campus Director Director of Student Services katherine.martin@uconn.edu 959.200.3824	Equity in Practice professional development workshop	7/01/2019 - 6/30/2020	Y
University of Saint Joseph	Jennifer Cote, PH.D. Associate Professor of History University of Saint Joseph (860) 970-2628 jennifercote@usj.edu	Equity and racial justice workshop series	7/01/2019 - 6/30/2020	Y
2020 - 2021				
Organization name	Contact person	Nature of services	Start and end date	Completed within the original contract timeframe? Y/N
Connecticut Community Foundation	Sarah Edelson Baskin Operations Officer 203.753.1315, x 101 sedelsonbaskin@connct.org	Facilitated a racial equity workshop for staff	9/1/2020-6/30/2021	Y
CT Council for Philanthropy	Karla Fortunato President 860-525-5585	Facilitated a racial equity workshop for staff	9/1/2020-6/30/2021	Y
CT Early Childhood Funders Collaborative	Kim Russo Executive Director, Fund for Greater Hartford Krusso@fundforgreaterhartford.org (860) 232-3113	Professional learning and coaching support for a Racial Equity and Action group of early childhood funders.	7/01/2019 - 6/30/2020	Y
Farmington Community & Rec Services	Nancy Parent Director parentn@farmington-ct.org (860) 675-2300	Facilitated a training on implicit bias for staff	9/1/2020-6/30/2021	Y



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Hartford Magnet Trinity College Academy	Julie Goldstein Principal (860) 695-7200	Systemwide equity intervention including professional development, coaching, consultation, data and policy review.	7/01/2019 - 6/30/2020	Y
Leadership Greater Hartford	Andre Santiago VP & Chief Program Officer (860) 206-5067 Andre.santiago@leadershipgh.org	Facilitated a racial equity workshop	9/1/2020- 6/30/2021	Y
Leever Foundation	Saran White Executive Director Saran@leeeverfoundation.org (203) 572-5975	Facilitated a racial equity workshop for staff	9/1/2020- 6/30/2021	Y
National Education Association	Hilario Benzon Human and Civil Rights Department Manager (202) 822-7295 Hbenzon@nea.org	Systemwide union support to embed equity & racial justice in policy and practice. Including professional development, coaching, consultation, data and policy review.	9/01/2019 - 6/30/2020	Y
Nellie Mae Education Foundation	Marcos Lucio Popovich Program Director (781) 348-4200	Professional development, individual coaching, and organizational technical assistance for staff and the Foundation's board.	9/1/2020- 6/30/2021	Y
Newtown Public Schools	Lorrie Rodrigue Superintendent 203- 426-7600	Systemwide equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2020- 6/30/2021	Y
Universal Health Care Foundation of CT	Rosana Ferraro	Offered equity workshop	9/1/2020- 6/30/2021	Y



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	Program Lead for Health Justice Advocacy (203) 639-55- x314 Rferraro@universalhealthct.org			
Vernon Public Schools	Bob Testa Assistant Superintendent (860) 870-6000 Ext. 4676 Rtesta@vernon-ct.gov	Systemwide school district equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2020-6/30/2021	Y
Windsor Public Schools	Leanne Brookman Human Resources Administrative Assistant Human Resources 860.687.2000 x1232 lbrookman@windsorct.org	Systemwide school district equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2020-6/30/2021	Y
2021-2022				
Organization name	Contact person	Nature of services	Start and end date	Completed within the original contract timeframe? Y/N
Brighton CSD	Dr. Allison Rioux Assistant Superintendent for Curriculum & Instruction Allison_Rioux@bcasd.org (585) 242-5200 Ext. 5501	Systemwide school district equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2021-6/30/2022	Y
California Teachers Association	Monica Thammarath Human Rights Department Manager (202) 421-1547 MThammarath@cta.org	Systemwide union support to embed equity & racial justice in policy and practice. Including professional development, coaching,	9/1/2021-11/30/2022	Ongoing



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		consultation, data and policy review.		
Conference of Educational Administrators of Schools and Programs for the Deaf (CEASD)	John Serrano Executive Director, Undergraduate Admissions, Gallaudet University 202.250-2516 john.serrano@gallaudet.edu	Support of the Board of CEASD in the form of professional learning, coaching, and consultation around issues of equity and racial justice in governance and leadership.	9/1/2021-6/30/2022	Y
Connecticut State Colleges and Universities	Dr. Kim James Interim VP of DEI CSCU KJames@commnet.edu	Systemwide equity intervention across all campuses in the network including professional development, coaching, consultation, data and policy review.	2/1/2022-6/30/2022	Y
CT Early Childhood Funders Collaborative	Kim Russo Executive Director, Fund for Greater Hartford Krusso@fundforgreaterhartford.org (860) 232-3113	Professional learning and coaching support for a cohort of early childhood funders.	1/29/2021-6/30/2022	Y
Farmington Public Schools	Dr. Kim Wynne Assistant Superintendent Farmington Public Schools (860) 673-8288 wynnek@fpsct.org	Systemwide school district equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2022-6/30/2022	Y
Goodwin University Magnet School System	David Daye Director of Magnet School System Operations DDaye@goodwin.edu (860) 913-2028	Systemwide school system equity intervention including professional development, coaching, consultation, data and policy review.	2/9/2022-6/30/2022	Y
Hartford Consortium for Higher Education	Gregg Haddad	Systemwide equity intervention across all campuses in the	6/29/2022-6/30/2023	Ongoing



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	Coordinator of Operations and Community Relations Hartford Consortium for Higher Education (860) 929-3012 ghaddad@hartfordconsortium.org	consortium including professional development, coaching, consultation, data and policy review.		
Leadership Greater Hartford	Andre Santiago VP & Chief Program Officer (860) 206-5067 Andre.santiago@leadershipgh.org	Professional learning offering to the cohort of QUEST Leadership Program.	8/18/2021-8/31/2021	Y
National Education Association	Hilario Benzon Human and Civil Rights Department Manager (202) 822-7295 Hbenzon@nea.org	Systemwide union support to embed equity & racial justice in policy and practice. Including professional development, coaching, consultation, data and policy review.	9/1/2022-8/31/2022	Y
Our Piece of the Pie (OPP)	Chanda Robinson Senior Director of Organizational Capacity (860) 761-7325 Chanda.robinson@opp.org	Organizational leadership support to embed equity & racial justice in policy and practice. Including professional development, coaching, consultation, data and policy review.	9/1/2022-6/30/2022	Y
State Education Resource Center of Connecticut	Marjorie Davis Associate Director (860) 613-7468 Davis@ctserc.org	Facilitated racial affinity groups across 7 districts.	3/11/2022-6/30/2022	Y
SUNY Cortland	Lorraine Lopez-Janove Chief Diversity & Inclusion Officer (607) 753-2194 Lorraine.loezjanove@cortland.edu	Systemwide campus equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2022-6/30/2022	Y



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The Community Action Agency of Western Connecticut, Inc.	Michelle James Michelle.james@caawc.org (203) 744-4700 ext. 109	Professional learning offering for all staff.	8/24/2021-8/31/2021	Y
Universal Health Care Foundation of CT	Rosana Ferraro Program Lead for Health Justice Advocacy (203) 639-55- x314 Rferraro@universalhealthct.org	Organizational systems intervention to embed equity & racial justice in policy and practice. Including professional development, coaching, consultation, data and policy review.	9/1/2022-6/30/2022	Y
Vernon PS	Bob Testa Assistant Superintendent (860) 870-6000 Ext. 4676 Rtesta@vernon-ct.gov	Systemwide school district equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2022-6/30/2022	Y

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7347
For
Equity Strategic Plan and Professional Development
between
The City of Waterbury, Connecticut
and
RE-Center Race & Equity in Education, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and RE-CENTER RACE & EQUITY IN EDUCATION, INC., a Connecticut corporation with principal business address at City Arts on Pearl, 233 Pearl Street # 12, Hartford, Connecticut (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7347 for establishment, consultation, facilitation, support, and training of School Based Equity Teams for adults and youth in the Waterbury Public Schools; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7347; and

WHEREAS, the City desires to obtain the Contractor'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 Contractor 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 Contractor 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 the Contractor shall provide establishment, consultation, facilitation, support, and training of School Based Equity Teams for adults and youth in the Waterbury Public Schools, including but not limited to:

1. Consultation in forming teams including creating curriculum and goals in collaboration with the Director of Equity.
2. Create a consistent Professional Development or meeting scheduling and design a year-long trajectory of learning and focus.
3. Facilitation of monthly team meetings.
4. Support in drafting of mission and vision for these teams and building equity goals.
5. Support in developing coherence across building level teams and staff who work purposefully to embed Culturally Responsive and anti-racist practices in serving youth.
6. Include culturally relevant materials and culturally responsive coaching, content, teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, sexual orientation, cultures, religion, and people with disabilities.
7. Assist with creating a culture of trust and engagement for the team and building.
8. Provide a structure that promotes developmentally appropriate strategies to help staff and students be able best access and utilize techniques to equitable culture and climates for their schools.
9. Encourage and provide guidance for students to develop their own voice.
10. Ensure that student and adult teams meet at least twice a year to exchange ideas and collaborate of ideas and strategies to realize a more equitable education experience and environment for their school.

as further detailed and described in **Attachment A** and specifically set forth in the Contractor's Revised Cost Schedule (Section 1.1.2 of this contract) at Option A and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor 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 solicitation documents, RFP No. 7347 (attached hereto)

1.1.2 Contractor's Revised Cost Schedule (attached hereto)

1.1.3 Contractor's Response to RFP No. 7347 (attached hereto)

1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

1.1.5 Certificates of Insurance, incorporated by reference

1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.7 All Required Licenses

1.1.8 Required Contract Provisions ARPA Funded Projects

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 Contractor. 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 This Contract document.
- 1.2.2 Contractor's Revised Cost Schedule.
- 1.2.3 Contractor's Response to RFP No.7347 (attached hereto)
- 1.2.4 The City's solicitation documents, RFP No. 7347.
- 1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this 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 Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

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

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor 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 Contractor 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 Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City

property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor 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. Contractor 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 Contractor, City may, but shall not be required to, correct same at Contractor'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 Contractor is required to be on City property to render its services hereunder, the Contractor 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 Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

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

3.4. Publicity. Contractor 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, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

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 Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor 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 Contractor 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 Contractor 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 Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor 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 Contractor, 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 Contractor.

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 Contractor has discovered in the Proposal Documents; and

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

3.8. Reporting Requirement. The Contractor 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 Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor'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 (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor'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 Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor 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 Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. Contract Time. The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate September 1, 2023 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). Contractor understands that time is of the essence as the funding for the completion of the Project is time limited.

5.1. 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.

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

Compensation for the Contractor's services shall not exceed \$310,160.00 as the City has selected Option A in the Revised Cost Schedule (Found at Section 1.1.2 hereof).

The compensation shall be paid in conformity with the Contractor's revised cost schedule which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor 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 Contractor'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. Contractor'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.

6.1.1 The Contractor 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 Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor 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 Contractor 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 Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7347 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor 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 Contractor 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 Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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 Contractor for that item. Contractor 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 Contractor 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 reasonable 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 Contractor, 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; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

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

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

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor 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 cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor 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 Contractor:

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

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

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit each accident any auto, all owned and hired autos

9.4.3 Professional Liability Insurance: \$1,000,000.00 each wrongful act. **\$1,000,000.00** aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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 date of this contract. If the policy is

replaced and/or the retroactive date changes, 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.

9.4.4 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 or Connecticut statutes as it relates to Workers' Compensation.

9.4.5 Excess/Umbrella Liability Insurance: **\$1,000,000.00** per occurrence, **\$1,000,000.00** aggregate

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor 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 Contractor's General Liability shall be endorsed to add the City as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor 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 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 on all lines of coverage except Builders Risk and Professional Liability as their interests may appear**". The City's request for proposal number must be shown on the certificate of insurance. The Contractor 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 Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor 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 Contractor 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 Contractor's work and services shall be secured in advance and paid by the Contractor. 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 Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor 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 Contractor 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 Contractor 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 Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of 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 Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and

Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor 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 Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor 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 Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor 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 Contractor 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. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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 Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, 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 Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor 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., this shall not include the use of third party licenses, provide 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 Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor 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 Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor 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 Contractor 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 Contractor may negotiate a mutually acceptable payment to the Contractor 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 Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor 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 Contractor will be compensated by the City for work performed prior to such termination date and the Contractor 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 Contractor 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 Contractor 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 Contractor'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. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor 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, fire, explosion, epidemic, pandemic (or similar viral outbreak) 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, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor 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 Contractor 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 Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor'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 Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor 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 Contractor'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 as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly 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 Contractor 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 Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor 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 Contractor 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 Contractor. The Contractor 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 Contractor 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 Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor 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 Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor 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, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor 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, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor'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 Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor'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. 7347** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7347**.

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 Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

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

Contractor: RE-Center Race & Equity In Education, Inc.
City Arts on Pearl
233 Pearl Street # 12
Hartford, CT 06103

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 3g 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 Contractor 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 Contractor 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 Contractor 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 "The City of Waterbury Code of Ordinances Revised 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 Contractor 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 Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor 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 Contractor 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:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

RE-CENTER RACE & EQUITY IN
EDUCATION, INC.

Sign: _____

By: _____

Print name: Joeve Murchison

Its: Executive Director

Sign: _____

Date: September 9, 2022

Print name: Yvette Houlihan

ATTACHMENT A

1. The City's solicitation documents, RFP No. 7347 (attached hereto)
2. Contractor's Revised Cost Proposal, (attached hereto)
3. Contractor's Response to RFP No. 7347 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED
PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

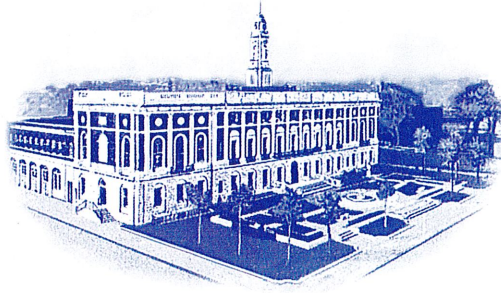
discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

August 18, 2022

Natalie M. Zwerger
RE-Center Race & Equity in Education
City Arts on Pearl
233 Pearl Street #12
Hartford, CT 06103

RFP# 7347
Project: Equity Strategic Plan and Professional Development

Dear Ms. Zwerger,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

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

Sincerely,

Kevin McCaffery
Director of Purchasing

REQUEST FOR PROPOSAL
#7347
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Equity Strategic Plan and Professional Development

The City of Waterbury, Department of Education (hereinafter “City”), is seeking a vendor to provide consultation, facilitation, support, and training of School Based Equity Teams.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency.

This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury’s implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

A listing of Federal Requirements and Representations that the Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7347 package.

A. Background and Intent

The purpose and intent of issuing this Request for Proposal (RFP) is to ensure that the above-mentioned vendor, materials, and approaches are culturally responsive, use equitable practices, consider diverse learning needs, and are based on stakeholder collaboration and feedback. The goal is to assist schools and the district with establishing, building capacity, and sustaining school based equity teams that can contribute, monitor, update, and implement an Equity Strategic Plan, that assist the district in understanding and identifying unique challenges for different student populations and providing the structures, processes, and culture that can help student overcome systemic barriers.

Building Equity Teams addresses inequities in schools requires that adults and young people work together to explore, assess, and transform school culture. This kind of equity work would include ongoing professional development and regular monthly meetings in order to provide:

- supports for each participant to learn and reflect on their own role in maintaining the current school culture;
- considerations of the district or buildings’ academic and policy issues that contribute to inequity;
- identification and examination of the issues that contribute to a sense of belonging and exclusion in the school; and
- fostering the skills, communication, documentation, goalsetting, and commitment needed to build equity-based joyful, relational, inclusive, and academically rigorous learning spaces.

The objectives of the vendor would include building educator, staff, and student capacity to understand and share language around promoting equity and racial justice in school, review and analyze disaggregated data to monitor the equity outcomes at the school, provide professional learning to foster culturally responsive-sustaining practices in the

classroom and beyond, and leadership development for both adults and students.

B. Qualifications

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

1. A minimum of 5 years of experience and expertise with creating and providing professional development and sustained support for equity teams that is researched based and proven effective for students, staff, and faculty (Pre-k through Grade 12) enrolled in an urban school district.
2. A proven track record of successfully providing these types of or similar materials and services to public school districts similar to the Waterbury Public School district.
3. Knowledge of federal and state laws and regulations governing the materials and services outlined in the scope of services.
4. Building equity teams, for youth and adults, that can openly and effectively discuss the relevant equity and belonging issues in the school and community.
5. Assisting those teams in developing a plan for these teams to assess equity and belonging issues in the school which might include community dialogue/focus groups; curriculum review, policy review using an equity framework.
6. A highly skilled and racially diverse co-facilitation team to work directly with youth and adult equity teams through this important, complex, and intersectional work.
7. Training in Courageous Conversations protocol (or similar program) in order to provide instruction and practice using this framework.

C. Scope of Services

To establish and support sustainable schools based equity teams for adults and youth that can collaborate to create more equitable and measureable outcomes for students in each school.

1. Consultation in forming teams including creating curriculum and goals in collaboration with the Director of Equity.
2. Create a consistent Professional Development or meeting scheduling and design a year-long trajectory of learning and focus.
3. Facilitation of monthly team meetings.
4. Support in drafting of mission and vision for these teams and building equity goals.
5. Support in developing coherence across building level teams and staff who work purposefully to embed Culturally Responsive and anti-racist practices in serving youth.
6. Include culturally relevant materials and culturally responsive coaching, content, teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, sexual orientation, cultures, religion, and people with disabilities.
7. Assist with creating a culture of trust and engagement for the team and building.
8. Provide a structure that promotes developmentally appropriate strategies to help staff and students be able best access and utilize techniques to equitable culture and climates for their schools.

9. Encourage and provide guidance for students to develop their own voice.
10. Ensure that student and adult teams meet at least twice a year to exchange ideas and collaborate on ideas and strategies to realize a more equitable education experience and environment for their school.
11. Create content, training, and spaces to address anti-Blackness and anti-Indigeneity.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from the date an Agreement is signed and will remain in full force and in effect through September 2023.

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 July 29, 2022**. 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 August 2, 2022, 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 Dr. Lara D. White, Director of Equity and Inclusion.

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 5 paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on August 8, 2022.** **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. 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 be sealed in a separate envelope marked "Confidential: Cost Proposal".

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

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

Please respond to the following questions:

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

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

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 1.2.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

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

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.

Five (5) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

B. Purchase Order(s).

No Purchase Order(s) with the City

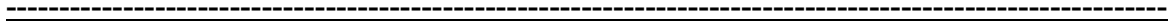
(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:

Self Spouse Joint Child

(Name of Official)

(Position with City)

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

Interest Held By:

Self Spouse Joint Child

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

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

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

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED | By Mail Hand-Delivered

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

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

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

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

Certification

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

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

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

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

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

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

State of _____

SS.: _____

County of _____

_____, being first duly sworn, deposes and says that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

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

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

Secretary

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

“It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____, LLC this _____ day of _____, 202__.

Manager/Member

ATTACHMENT A

1. The City's solicitation documents, RFP No. 7347 (attached hereto)
2. Bidder's Revised Cost Proposal dated ____, (attached hereto)
3. Bidder's Response to RFP No. 7347 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

- discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
 - 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
 - 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

ATTACHMENT C

**KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702**

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

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

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

1 _____	4 _____
2 _____	5 _____
3 _____	6 _____

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

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

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

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

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)

Phone: _____
Email: _____
Date: _____

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

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an 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 Ed 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 Ed.

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

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Other Insurance Required: Abuse/Molestation Liability Insurance:
 \$1,000,000 each Occurrence
 \$1,000,000 Aggregate
 (Applicable to Contractors working directly with Youth/Minors)

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.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

August 1 , 2022

RFP 7347 Equity Strategic Plan and Professional Development

Please refer to the questions and answers below.

Question: Will every school in the district be participating in this work/have their own Equity Team?

Answer: Middle Schools and High Schools will have their own team per building. Elementary schools and special programs will be placed in cohorts. WPS estimates then having 11 to 12 School Equity Teams to include 33 schools/programs

Question: Is each school responsible for creating its own Equity Strategic Plan, or will we work with the department to develop a district-wide Equity Strategic Plan?

Answer: The district has an Equity Policy and a District Leadership Equity Team (DELT) that has established districtwide strategic goals. The purpose of the school based Equity team is to train and build capacity for them to create and align their goals based on the district's or to inform new district goals.

Question: At each school site, can you confirm that the student and adults make up one equity team? Or is the district envisioning a separate student equity team and a separate adult equity team that then collaborates twice a year to exchange ideas?

Answer: Separate teams that will have opportunities to collaborate.

Question: Is there a central office team that is leading this project that the selected partner will work with?

Answer: The Director of Equity and Inclusion organizes, facilitates, and reports out for District Leadership Equity Team (DELT).

Question: On page 2, Section C. Scope of Services, #3 "Facilitation of monthly team meetings" - which team is this referring to? Can you clarify if this is facilitation of team meetings for one central office equity team, or if it is facilitation of team meetings for each school site?

Answer: Facilitating monthly schools based teams and reporting out to the District Leadership Equity Team (DELT).

Question: On page 2, Section C. Scope of Services, #6, "Include culturally relevant materials and culturally responsive coaching, content, teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, sexual orientation, cultures, religion, and people with disabilities" - is this something that the vendor is expected to do, or is this something the equity teams will do as a result of this work?

Answer: The vendor is expected to do in order to build the capacity and ability for equity teams to provide to their buildings and peers. Like a train the trainers model.

Question: On page 2, Section C. Scope of Services, #11 "Create content, training, and spaces to address anti-Blackness and anti-Indigeneity" - is this something that the vendor is expected to do, or is this something the equity teams will do as a result of this work?

Answer: The vendor is expected to do in order to build the capacity and ability for equity teams to provide to their buildings and peers. Like a train the trainers model.

Question: Will professional development include both staff and students? If so, will this professional development be delivered together to both groups or to each group separately?

Answer: PD should be offered to both types of teams. There are types of training that should be tailored to its audience i.e. Student Advocacy and leadership.

Question: Does the department have a preferred cadence/frequency of professional development?

Answer: The district will work with the vendor to determine the cadence/frequency of PS for both groups.

Question: Does the department have a preference for in-person or virtual professional development and meeting facilitation?

Answer: The district will work with the vendor to determine when and if the type of meeting should be in person or virtual.

Question: Has the district previously done an equity audit?

Answer: Not yet, but in the near future.

Question: Does the district have an equity statement or policy in place?

Answer: The WPS BOE passed an Equity Policy in 2019.

Question: Can the department share an anticipated budget for this work?

Answer: WPS does release this information.

Question: Can you confirm if Attachment C is the only attachment/form needed to be filled out and included with our proposal?

Answer: All forms need to be filled out with the exception of the Corporate Resolution/LLC Resolution.

Question: Does a Certificate of Insurance need to be submitted with the proposal, or only prior to contract award/issuance?

Answer: For contract only.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury



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August 4, 2022

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

Dear Mr. McCaffery,

Enclosed you will find the RE-Center Race & Equity in Education proposal in response to RFP #7347.

The contact for our organization is:

Natalie M. Zwerger
Executive Director
RE-Center Race & Equity in Education
City Arts on Pearl
233 Pearl Street #12
Hartford, CT 06103
(917) 806-9127
nzwerger@re-center.org

***We recently moved from this address:

75 Charter Oak Avenue
Suite 1-310
Hartford, CT 06106



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Appendix A: Signed forms

Appendix B: Staff resumes

Appendix C: Addendum/Certification/Notice of Acceptance



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1. Proposer Information:

- a. Firm Name: RE-Center Race & Equity in Education
- b. Permanent main office address: City Arts on Pearl, 233 Pearl Street #12, Hartford, CT 06103
- c. Date firm organized: In 1992 Paul Newman and Joanne Woodward founded The Discovery Center (now known as RE-Center). Paul and Joanne created a camp for children with disabilities to come together with their non-disabled peers, and throughout the years, recognized that young people from different racial categories were still choosing to self-segregate, even though they shared other identities. This awareness marked the first evolution of The Discovery Center, as an organization dedicated to diversity, tolerance, and inclusion. It is here that staff began to form powerful relationships with their students, prompting educators to ask for support with their student engagement and relationship building in the classroom. All this work led to a lot of learning in the field of diversity, leading us to recognize the inherent limitations in approaching inequities from this space. By the late 2010's we re-prioritized to a racial equity lens that recognized the root of the problem as racism. During this stage, we began to work with educators and other school staff to educate them on the way oppression shows up culturally, how it affects their behaviors and interactions with young people, how they internalize those beliefs, and how those beliefs show up in their schools' culture, policies, and practices.
- d. Legal Form of ownership. If a corporation, indicate where incorporated. RE-Center is an independent 501c3 nonprofit, incorporated in 2002. Our EIN is **02-0567674**.
- e. How many years have you been engaged in the services you provide under your present name? RE-Center Race & Equity in Education/The Discovery Center has been engaged in providing equity & racial justice services for 30 years.
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

Full-time staff:

Executive Director: Natalie M. Zwerger
Senior Development Strategist: Shaniqua Rudd
Racial Justice Strategist & Coach: Suri Seymour
Policy & Research Strategist: Dr. Sophia Bolt
Finance & Operations Strategist: Yvette Houlihan

Board of Directors:

Board Chair: Joelle Murchison
Board Secretary: Michelle McKnight
Board Trustee: Wendy Brown Helmkamp
Board Trustee: Elsie Gonzalez
Board Trustee: Sean Mosley
Board Trustee: Stephanie Lockhart
Board Trustee: Cheryl Hilton
Board Trustee: Digna Marte
Board Trustee: Karen Senteio
Board Trustee: Kat Mullins

Racial Justice Strategist & Coach Consultants:

Amelia Sherwood
Ana Catalina Duque
ANYANWU
Cathleen Antoine-Abiala



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Chas Rodriguez
Derek Hall
Erin Dunlevy
Jeannine King
Jillian McRae
Keturah Proctor
Luis Alejandro Tapia
Nakeeba A. Wauchope
Regine Romain
Roberto "Tito" Soto-Carrion

Resumes for staff who will be a part of this potential partnership are included in **Appendix B**.

2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus.

RE-Center Race & Equity in Education is a national non-profit organization committed to building an equitable and just world where everyone has what they need to grow and thrive. We work in partnership with youth, families, schools, and communities to facilitate nurturing spaces where people can understand and challenge systemic racism and oppression. In all our partnerships, we practice critical questioning, cultivate connection, and inspire action. We are based in Hartford, CT, and work with 4,000+ students and educators each year around the country. In addition to our student-centered programming, RE-Center offers services that build the capacity of all people to understand and effectively engage with clients and colleagues from diverse backgrounds and experiences.

The legacies of colonization, Indigenous genocide, and enslavement have shaped the systems and institutions that uphold our current inequitable society. Our staff and board know there must be a commitment to repairing, mitigating, and transforming the history and current reality of inequity and injustice.

We are proud that our Board is fully run by Black people and people of color, with Black women in all officer positions. RE-Center is committed to hiring permanent staff and onboarding consultant facilitators who are reflective of the Hartford community. Fostering a workplace and organizational culture where all staff feel they can be their complete selves in terms of race, ethnicity, language, gender, sexuality, religion, ability, and socioeconomic status is an intentional goal for the organization as we prioritize not just diverse hiring but also retention and leadership development.

Our current board is 83% Black and people of color; our permanent staff (program and support) is 70% people of color; our Executive Director is a white Puerto Rican woman. Both board and staff include several people who identify as LGBTQIA+ and/or gender non-binary. Our trained consultants are, on average, 80% people of color and 40% bilingual (English & Spanish, primarily). We intentionally engage two staff and/or consultants of different ethnicities/races and gender identities for each space we facilitate.

Our primary business focus is supporting schools, districts, and organizations to construct learning around race and equity issues, apply that learning, and shift policies, practices, and relationships to be more equitable and racially just.



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RE-Center's learning content follows our educational framework for change: **Educate. Agitate. Conspire. Act.** This framework requires a shift from cognitive understanding of equity to an embodied practice of being in right relationship with ourselves and each other so that we can take sustained action towards justice.

- Learning offerings that are designed to **EDUCATE** challenge folx to consider: *what if the problem is the way you think about the problem?*
- Areas of work that are designed to **AGITATE** and address how we **FEEL** and **EMBODY** what we know. *During the agitation process, we take a deep dive into how what we know (or don't know) affects the way we are in right relationship to others and to ourselves.*
- *Manifesting community and networks* of individuals and collectives leaning in to **CONSPIRE** ways to undermine systems of inequity.
- Practices that are designed to **ACT** address what to **DO** with what we know and how we feel. *The ACT phase of the work asks: what intentional and strategic actions do we need to take to affect systemic change?*

We aim to partner with Waterbury Public Schools in operationalizing a commitment to equity and racial justice in mindset, policy, and practice. This requires a combination of community learning, capacity-building, coaching, policy review, and practice shifts, in furtherance of developing, employing, and fostering an equity lens. This lens is one through which leaders, educators, staff, families, and students critically understand their individual and collective roles in disrupting and dismantling inequity and promoting racial justice.

RE-Center uses a framework for equity and racial justice stakeholder teams that is rooted in leveraging the brilliance, lived experiences, and voices of community members in addressing the disparities and inequities we see in our schools. We support schools and districts to convene diverse stakeholders including Board members, district and school leaders, educators, staff, families, and students to understand the root causes of inequities in the school, cultivate practices that serve to address those inequities, and generate possibilities for operationalizing equity and racial justice through culturally responsive-sustaining education practices. School-based equity teams serve to: (1) build educator and staff capacity to understand and share language around promoting equity and racial justice in school, (2) review and analyze disaggregated data to understand the equity narrative at the school, and (3) support professional learning to foster culturally responsive-sustaining practices in the classroom and beyond.

Current RE-Center partnerships leveraging the system-wide approach we take to operationalizing equity & racial justice include, but are not limited to: Leadership Greater Hartford, Community Action Agency of Western CT, Farmington Public Schools, CT; Vernon Public Schools, CT; Hartford Public Schools, CT; Windsor Public Schools, CT, Brighton Central School District, NY; Goodwin University Magnet School System; SUNY Cortland, NY; Universal Healthcare of CT; Brighton CSD, NY; CT State Colleges & Universities; Our Piece of the Pie (CT); the California Teacher Association and the National Education Association.

Our organization advances justice by shifting systems and influencing policies, practices, and beliefs to cultivate the liberation, freedom, health, and well-being of Black and Brown people. We prioritize relationships that redistribute power, both identity-based and positional, and we foster opportunities for folx to be their whole selves. We practice love: the love of BIPOC children, rejoicing in their sovereign humanity. We also practice love of self, because feeling too small or too big has no place in justice work. We practice love so we may be curious, move from possibility, and have boundless imagination. We



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uphold spaces, places, and climates that honor the brilliance and joy of Black and Brown and all historically excluded people. We strive for community (locally and beyond) where we, as a nonprofit organization, disavow white savior-ship, hoarding resources, and living histories of colonization. We seek accountability, intentionally bearing the responsibility to be in community and serve the community as an embodied value that requires time and nourishment.

These values are apparent in our curriculum development, facilitation, and fostering of partnerships with schools, districts, and youth-serving organizations, as well as in the tools, frameworks, papers, and blogs we put forth as our collective voice around equity and racial justice. The ultimate measures of our impact will be realized when youth from historically excluded groups report transformational changes in their schools that can be tied to our efforts, and when the RE-Center network expands and deepens across Hartford schools, nonprofits, and community-based organizations.

b. Summary of Relevant Experience.

RE-Center Projects, within the last three years

2019 - 2020				
Organization name	Contact person	Nature of services	Start and end date	Completed within the original contract timeframe? Y/N
CHS New England	Jessica Park Program Manager 860.249.9625	Professional learning in a train the trainer series	7/01/2019 - 6/30/2020	Y
CT Women's Education & Legal Fund	Denise Rhone Legal Education Manager (860) 247-6090	Professional learning series for all staff	7/01/2019 - 6/30/2020	Y
Manchester Public Schools	Dr. Diane Clare-Kearney Director of Equity & Adult Education Manchester Adult & Continuing Education Tel. (860) 647-5075 b11dkear@mpspride.org	Systemwide school district equity intervention including professional development, coaching, consultation, data and policy review.	7/01/2019 - 6/30/2020	Y
National Education Association	Hilario Benzon Human and Civil Rights Department Manager	Systemwide union support to embed equity & racial justice in policy and practice.	7/01/2019 - 6/30/2020	Y



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	(202) 822-7295 Hbenzon@nea.org	Including professional development, coaching, consultation, data and policy review.		
Nellie Mae Education Foundation	Marcos Lucio Popovich Program Director (781) 348-4200	Professional development, individual coaching, and organizational technical assistance for staff and the Foundation's board.	7/01/2019 - 6/30/2020	Y
University of Connecticut	Katherine Ryan Martin Assistant Campus Director Director of Student Services katherine.martin@uconn.edu 959.200.3824	Equity in Practice professional development workshop	7/01/2019 - 6/30/2020	Y
University of Saint Joseph	Jennifer Cote, PH.D. Associate Professor of History University of Saint Joseph (860) 970-2628 jennifercote@usj.edu	Equity and racial justice workshop series	7/01/2019 - 6/30/2020	Y
2020 - 2021				
Organization name	Contact person	Nature of services	Start and end date	Completed within the <u>original</u> contract timeframe? Y/N
Connecticut Community Foundation	Sarah Edelson Baskin Operations Officer 203.753.1315, x 101 sedelsonbaskin@connct.org	Facilitated a racial equity workshop for staff	9/1/2020-6/30/2021	Y



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CT Council for Philanthropy	Karla Fortunato President 860-525-5585	Facilitated a racial equity workshop for staff	9/1/2020-6/30/2021	Y
CT Early Childhood Funders Collaborative	Kim Russo Executive Director, Fund for Greater Hartford Krusso@fundforgraterhartford.org (860) 232-3113	Professional learning and coaching support for a Racial Equity and Action group of early childhood funders.	7/01/2019 - 6/30/2020	Y
Farmington Community & Rec Services	Nancy Parent Director parentn@farmington-ct.org (860) 675-2300	Facilitated a training on implicit bias for staff	9/1/2020-6/30/2021	Y
Hartford Magnet Trinity College Academy	Julie Goldstein Principal (860) 695-7200	Systemwide equity intervention including professional development, coaching, consultation, data and policy review.	7/01/2019 - 6/30/2020	Y
Leadership Greater Hartford	Andre Santiago VP & Chief Program Officer (860) 206-5067 Andre.santiago@leadershipgh.org	Facilitated a racial equity workshop	9/1/2020-6/30/2021	Y
Leever Foundation	Saran White Executive Director Saran@leevefoundation.org (203) 572-5975	Facilitated a racial equity workshop for staff	9/1/2020-6/30/2021	Y
National Education Association	Hilario Benzon Human and Civil Rights Department Manager (202) 822-7295	Systemwide union support to embed equity & racial justice in policy and practice. Including professional	9/01/2019 - 6/30/2020	Y



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	Hbenzon@nea.org	development, coaching, consultation, data and policy review.		
Nellie Mae Education Foundation	Marcos Lucio Popovich Program Director (781) 348-4200	Professional development, individual coaching, and organizational technical assistance for staff and the Foundation's board.	9/1/2020-6/30/2021	Y
Newtown Public Schools	Lorrie Rodrigue Superintendent 203-426-7600	Systemwide equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2020-6/30/2021	Y
Universal Health Care Foundation of CT	Rosana Ferraro Program Lead for Health Justice Advocacy (203) 639-55-x314 Rferraro@universalhealthct.org	Offered equity workshop	9/1/2020-6/30/2021	Y
Vernon Public Schools	Bob Testa Assistant Superintendent (860) 870-6000 Ext. 4676 Rtesta@vernon-ct.gov	Systemwide school district equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2020-6/30/2021	Y
Windsor Public Schools	Leanne Brookman Human Resources	Systemwide school district equity intervention including professional	9/1/2020-6/30/2021	Y



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	Administrative Assistant Human Resources 860.687.2000 x1232 lbrookman@windsorct.org	development, coaching, consultation, data and policy review.		
2021-2022				
Organization name	Contact person	Nature of services	Start and end date	Completed within the original contract timeframe? Y/N
Brighton CSD	Dr. Allison Rioux Assistant Superintendent for Curriculum & Instruction Allison_Rioux@bc.sd.org (585) 242-5200 Ext. 5501	Systemwide school district equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2021-6/30/2022	Y
California Teachers Association	Monica Thammarath Human Rights Department Manager (202) 421-1547 MThammarath@cta.org	Systemwide union support to embed equity & racial justice in policy and practice. Including professional development, coaching, consultation, data and policy review.	9/1/2021-11/30/2022	Ongoing
Conference of Educational Administrators of Schools and Programs for the Deaf (CEASD)	John Serrano Executive Director, Undergraduate Admissions, Gallaudet University 202.250-2516 john.serrano@gallaudet.edu	Support of the Board of CEASD in the form of professional learning, coaching, and consultation around issues of equity and racial justice in	9/1/2021-6/30/2022	Y



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		governance and leadership.		
Connecticut State Colleges and Universities	Dr. Kim James Interim VP of DEI CSCU KJames@commnet.edu	Systemwide equity intervention across all campuses in the network including professional development, coaching, consultation, data and policy review.	2/1/2022-6/30/2022	Y
CT Early Childhood Funders Collaborative	Kim Russo Executive Director, Fund for Greater Hartford Krusso@fundforgrreaterhartford.org (860) 232-3113	Professional learning and coaching support for a cohort of early childhood funders.	1/29/2021-6/30/2022	Y
Farmington Public Schools	Dr. Kim Wynne Assistant Superintendent Farmington Public Schools (860) 673-8288 wynnek@fpsct.org	Systemwide school district equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2022-6/30/2022	Y
Goodwin University Magnet School System	David Daye Director of Magnet School System Operations DDaye@goodwin.edu (860) 913-2028	Systemwide school system equity intervention including professional development, coaching, consultation, data and policy review.	2/9/2022-6/30/2022	Y
Hartford Consortium for Higher Education	Gregg Haddad Coordinator of Operations and Community Relations Hartford Consortium for Higher Education (860) 929-3012	Systemwide equity intervention across all campuses in the consortium including professional development, coaching,	6/29/2022-6/30/2023	Ongoing



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	ghaddad@hartfordconsortium.org	consultation, data and policy review.		
Leadership Greater Hartford	Andre Santiago VP & Chief Program Officer (860) 206-5067 Andre.santiago@leadershipgh.org	Professional learning offering to the cohort of QUEST Leadership Program.	8/18/2021-8/31/2021	Y
National Education Association	Hilario Benzon Human and Civil Rights Department Manager (202) 822-7295 Hbenzon@nea.org	Systemwide union support to embed equity & racial justice in policy and practice. Including professional development, coaching, consultation, data and policy review.	9/1/2022-8/31/2022	Y
Our Piece of the Pie (OPP)	Chanda Robinson Senior Director of Organizational Capacity (860) 761-7325 Chanda.robinson@opp.org	Organizational leadership support to embed equity & racial justice in policy and practice. Including professional development, coaching, consultation, data and policy review.	9/1/2022-6/30/2022	Y
State Education Resource Center of Connecticut	Marjorie Davis Associate Director (860) 613-7468 Davis@ctserc.org	Facilitated racial affinity groups across 7 districts.	3/11/2022-6/30/2022	Y
SUNY Cortland	Lorraine Lopez-Janove Chief Diversity & Inclusion Officer (607) 753-2194 Lorraine.loejanove@cortland.edu	Systemwide campus equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2022-6/30/2022	Y



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The Community Action Agency of Western Connecticut, Inc.	Michelle James Michelle.james@caawc.org (203) 744-4700 ext. 109	Professional learning offering for all staff.	8/24/2021-8/31/2021	Y
Universal Health Care Foundation of CT	Rosana Ferraro Program Lead for Health Justice Advocacy (203) 639—55-x314 Rferraro@universalhealthct.org	Organizational systems intervention to embed equity & racial justice in policy and practice. Including professional development, coaching, consultation, data and policy review.	9/1/2022-6/30/2022	Y
Vernon PS	Bob Testa Assistant Superintendent (860) 870-6000 Ext. 4676 Rtesta@vernon-ct.gov	Systemwide school district equity intervention including professional development, coaching, consultation, data and policy review.	9/1/2022-6/30/2022	Y

In the past 3 years, there has been one purchase order with WPS for the amount of \$1900.

c. Personnel Listing.

Executive Director: Natalie M. Zwerger
 Senior Development Strategist: Shaniqua Rudd
 Racial Justice Strategist & Coach: Suri Seymour
 Policy & Research Strategist: Dr. Sophia Bolt
 Finance & Operations Strategist: Yvette Houlihan
 Racial Justice Strategist & Coach: Amelia Sherwood
 Racial Justice Strategist & Coach: Ana Catalina Duque
 Racial Justice Strategist & Coach: ANYANWU
 Racial Justice Strategist & Coach: Cathleen Antoine-Abiala
 Racial Justice Strategist & Coach: Chas Rodriguez
 Racial Justice Strategist & Coach: Derek Hall
 Racial Justice Strategist & Coach: Jeannine King
 Racial Justice Strategist & Coach: Jillian McRae
 Racial Justice Strategist & Coach: Keturah Proctor
 Racial Justice Strategist & Coach: Luis Alejandro Tapia
 Racial Justice Strategist & Coach: Nakeeba A. Wauchope
 Racial Justice Strategist & Coach: Regine Romain



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Racial Justice Strategist & Coach: Roberto "Tito" Soto-Carrion

Resumes for staff who will be a part of this potential partnership are included in **Appendix B**. We certify that all personnel identified in this proposal will be the persons actually assigned to the project.

d. Conflict of Interest.

There are no identified conflicts of interest. It should be noted that an administrator in WPS, Sean Mosley, is on our volunteer Board of Directors. He does not receive any financial benefit from RE-Center and he has not been involved in any conversations between our Executive Director and WPS.

3. Statement of Qualifications and Work Plan

a. Qualifications.

RE-Center is celebrating its 30th anniversary this year and has grown to include a new Executive Director Natalie McCabe Zwerger, & Policy & Research Strategist Dr. Sophia Bolt, both who joined RE-Center in July and September of 2021 (respectively) from the NYU Metropolitan Center for Research on Equity and the Transformation of Schools. ED Zwerger comes with 20+ years of experience as an early childhood educator, attorney, and advocate, having led the Center for Strategic Solutions and offering professional development and technical assistance for 8 years centered on advancing equity and racial justice.

Sample writings authored by ED Zwerger and Dr. Bolt can be found here:

- <https://re-center.org/en/re-center-justice>
- <https://re-center.org/en/resources/tools>

RE-Center has also grown to include a consultant Racial Justice Strategist & Coach community, made up of folk who have worked with ED Zwerger and Dr. Bolt for years. Previous partnerships include a number of non-profit organizations in NY, the NYCDOE, Detroit Public Schools, 17 districts in Westchester County, NY, PNW BOCES, The Child Center of NY, Queensborough Community College, and more. Our Racial Justice Strategist & Coach Community includes educators, former school and district administrators, counselors, advocates, artists, curriculum developers, instructional coaches, and staff developers.

A sampling of our offerings are below. In terms of goals for our work with partners, the short-term outcomes we seek are as follows:

1. Understand why and how society upholds systems of oppression rooted in white supremacy.
2. Develop critical knowledge around systemic racism and inequity and how they impact workplace culture and climate.
3. Learn shared histories of oppression and resistance.
4. Experience awareness of how they are socialized into values, bias, and power.
5. Develop physical and mental health practices to expand their responses to individual people and systems of oppression.
6. Institute a clear and continuous process to implement racially equitable workplace policies, practices, and procedures.

RE-Center has a unique focus on transforming systems that moves beyond work at the interpersonal level. Both approaches are necessary to advance racial justice, but common feedback we hear is that while building individual capacity around equity and racial justice is important and meaningful within our



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partners' immediate sphere of influence, the greater question becomes how to build sustainable change that will endure beyond individual leaders, committees, task forces, and current employees. RE-Center is deeply committed to realizing that change.

RE-Center partnerships operationalize a commitment to equity and racial justice through a combination of community learning, capacity-building, coaching, policy review, and practice shifts. We help leaders, staff, and boards of trustees understand their roles in disrupting and dismantling inequity and promoting racial justice.

Components of our system-wide approach are:

- 1) Professional Development for Staff
 - Capacity building through ongoing training that is embedded within the existing contexts of organizational priorities, commitments, and mission
- 2) Equity and Racial Justice Workshops + Training Series
 - Professional learning to various stakeholder groups to further their racial equity lens and analysis.
- 3) Coaching
 - Various coaching and consultative frameworks for those in leadership positions. Sample topics include: How does *who you are* impact *how you lead*? How do you measure your impact?
- 4) Technical Assistance
 - Collaborative and coordinated approach embodying a commitment to equity and racial justice. Aspects include: data analysis through an equity lens, creation and analysis of a climate survey, practice review, et al.

RE-Center is committed to the ongoing evaluation of all our partnerships, both to drive continuous internal improvement and to demonstrate the value of our work to stakeholders. We will use mixed methods of data collection (quantitative and qualitative) in our evaluations, collecting data from a variety of sources, including participant interviews, focus groups, surveys, journal entries, artwork, etc. Our evaluation strategist will employ pre- and post- surveys of all participants, with the goal of tracking shifts in attitudes and/or beliefs from the onset of programs until the conclusion of formal work. We will also solicit participants' reflections of their experiences with our work and ask them to articulate the extent to which RE-Center helped them expand their knowledge of racial equity and social justice.

RE-Center uses a framework for equity and racial justice that requires bravery. We are cautious to note that this work does make folx uncomfortable, particularly folx from privileged identities. Safety though, is



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not the same as comfort. We invoke a variety of community agreements including: focusing on impact over intent, using “I” statements, accepting non-closure, and leaning into discomfort as an opportunity for growth, amongst others. These allow us to hold ourselves and partners accountable to curating conditions where folx feel brave and lean into discomfort, not for the sake of discomfort, but in furtherance of deep learning and manifesting values. What distinguishes us is our unapologetic approach to critical partnership. We will be unafraid of supporting you to live into your goals even if that means offering direct and critical feedback. Our interest is in you manifesting your goals for equity and racial justice and building your capacity to see possibilities for concretely manifesting racial equity in the workplace. We are not interested in rubber-stamping practices that might be operating in contradiction to your stated goals and our organizational mission and values.

Beyond Black History Month Collaborative

In this ongoing series presented by RE-Center Race & Equity in Education, Racial Justice Strategists ANYANWU and Cathleen Antoine Abiala desire to reach beyond our grasp of the standard Black History Month practice. “Beyond Black History Month” is a Collective designed for Educator Activists and Black Student to focus on providing opportunity, connection, exploration, critical reflection and meaningful activation of liberatory pedagogy and engagement that is youth-centered. This is a space to center cross-generational voices and needs. We seek to answer the question: “how can I make a better space for youth?” The collective meets twice a month and includes a number of veteran educators in multiple states.

Culturally Responsive-Sustaining Education Framework (to be released Fall 2022)

With funding through the Hartford Foundation for Public Giving, we are able to canvas educators, administrators, students, parents and community members to assess which practices in our schools are responsive and develop a framework for these critical practices. Our process was unique because students, families, and community members were involved from the start: our program participants drove the design and content of the CR-SE learning tool that can be used to guide the implementation of anti-bias, anti-racist practices in Hartford classrooms and beyond. Too often the design of these types of educational frameworks does not include youth and community voices from the start, giving participants opportunities to provide feedback only after the content has been drafted.

This CRSE framework, compiled and aggregated with the latest research on culturally and historically responsive pedagogy and community collaboration, will be shared out publicly in the fall of 2022 and an ongoing learning series will be offered for educators and administrators to unpack the components of CRSE and develop curriculum content in community. The series will culminate with a student panel and summit to share back to the adult learners the impact of CRSE.

Racial Affinity Groups in Partnership with SERC

RE-Center offered affinity groups across seven Connecticut districts with monthly community building and coaching sessions. The intentional design created spaces for BIPOC educators and educational leaders to hold space to center joy and healing in their efforts to interrogate internalized whiteness, the power that systems of racism, misogyny, paternalism, ableism, heteronormativity and more have wielded over their own practices in serving youth. Centering the brilliance of Black women scholars such as Bettina Love, Gholdy Muhammad, Yolanda Sealey-Ruiz and more, the facilitators- both Black women - guided participants through an examination of humanizing research and embodied practice in the power of communication, centering need, and visioning possibilities (Glanville, 2022). The sessions were also



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designed to support the work of being an educator serving children through Culturally Responsive-Sustaining and Anti-Racist Practices.

Racial Justice Conference (May 19, 2023)

For the first time in our organizational history, RE-Center will be hosting our first annual Racial Justice Conference at Capital Community College in Hartford in the spring of 2023. This will be a significant event and in the long tradition of our Executive Director Natalie Zwerger who hosted the Decolonizing Education Conference annually while leading the Center for Strategic Solutions at the NYU Metropolitan Center for Research on Equity and the Transformation of Schools. The Racial Justice Conference will serve as a convening of school, district, and organizational partners with community partners all deeply committed to learning, growing, and networking to advance equity and racial justice across Connecticut and beyond.

RE-Center Justice Magazine (To be published May 2023)

As a part of our efforts to widely grow the work of systems change to disrupt and dismantle systemic racism and inequity, we will also be publishing the first ever volume of RE-Center Justice Magazine to elevate our research and practice tools and learning as an organization.

Culturally Responsive Education Webinar

On Tuesday, March 29th, 2022, we convened a panel of co-conspirators on the topic of *Fostering & Sustaining Culturally Responsive Education*. Attendees joined us from 8 states (CT, NY, PA, MA, NJ, CA, GA and IL).

Our panelists included:

- Dr. Ray Sanchez, Ossining UFSD Superintendent
- Rosemarie Eller, White Plains CSD Board of Education President
- Keturah Proctor, Elmsford UFSD Director of DEI & District Curriculum Coordinator
- Paul Forbes, Founder of Leading with Hearts and Minds, Anti-Bias & Equity Consultant
- Eleanor Wu, Ossining High School Student Equity Leader

Our panel was co-sponsored by the Westchester Racial Equity Collaborative and folx in attendance included educators, administrators, Board of Education members, parents & caregivers, community activists, racial justice consultants, and leaders from higher education. The recording can be viewed here: <https://re-center.org/en/component/sppagebuilder/page/186>

Equity Teams for Positive School Change (ETPSC):

Equity Teams for Positive School Change is a RE-Center program designed for students, administrators and teachers to actualize their commitment to creating equitable school environments where everyone gets what they need to grow and thrive. By engaging in an ongoing process of grade-wide leadership workshops, teacher professional development and Equity in Education Retreats, school community members will increase their ability to identify inequitable school practices, policies, and patterns and be empowered to co-create new institutional culture. In 2018, we launched a pilot of Equity Teams in partnership with two schools: Richard J. Kinsella Magnet Performing Arts School in Hartford and Sunset Ridge Middle School in East Hartford. RE-Center facilitators conducted a half-day leadership workshop and professional development workshop for students and teachers, respectively. These workshops helped schools identify 6th grade students and teachers to be a part of their school's Equity Team. Each Team had a RE-Center coach who met with them multiple times and held after-school workshops on equity, leadership, and social change. The goal of ETPSC is to build the capacity of school communities from within, so they can identify and eradicate expressions of racism and other forms of oppression in the culture of their schools.



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Youth Leadership Programs: programs include Quaranteens Youth Conversation Series, delivered in partnership with the Black and Brown Student Union, which features filmed interviews with youth living through the pandemic and racial uprisings of 2020. The film can be found here: https://youtu.be/u_PmG5n7bT8I

Equity-Informed School Climate Assessment (E.I.S.C.A.): Working with racial equity literacy researcher Dr. Paul Gorski of EdChange, RE-Center developed a comprehensive school climate assessment with an equity lens for Manchester Public Schools (Connecticut). Input was collected from students, staff, and parents via surveys, focus groups, curriculum and policy review, and ethnographic site visits. School climate and racial equity correlate closely to student achievement and development. The tools developed and lessons learned from the Manchester E.I.S.C.A. are being used today to serve new school systems. You can read more about EISCA here: <https://re-center.org/en/resources/publications>

Organizational Transformation: RE-Center Consulting uses an evaluative and transformational model with philanthropies, businesses, nonprofits, and government agencies to engage partners that affect that larger ecosystem.

b. Work Plan.

RE-Center will support the Waterbury PS to establish an equity and racial justice infrastructure to sustain ongoing learning, professional development, curriculum transformation, and shifts in climate that better center young people and their brilliance in our schools. In order to build and sustain this infrastructure, RE-Center proposes a 6-part work plan that includes the following components:

- Establishing & facilitating **youth equity squads** at each of the middle & high schools
- Establishing & facilitating **equity leadership teams** across all 33 schools
- Leading a **community of learning** for any district educators, administrators, and staff seeking deeper learning around culturally responsive-sustaining education
- Facilitation of learning for **building administrators**
- **Consultation and coaching** for the Director of Equity, Superintendent, cabinet members, members of the District Equity Leadership Team (DELT) and other key district leaders
- Facilitation of 1-2 learning sessions with the **Board of Education**

This 6-part structure is intended to build a coherent infrastructure across all streams of work in the district focused on advancing equity and racial justice. Far too often districts are engaged in scattered efforts at individual schools with little thought to coherence and strategy across. What results is that certain buildings with particularly dedicated administrators approach a greater level of depth and embeddedness of their work than others. With staff turnover, this does not ensure sustainability. In districts where there are coordinated efforts to align with the Equity Strategic Plan, progress monitor with regularity, and assess impact, there is a greater likelihood that equity efforts will outlast current administration.

RE-Center will ground this work in Culturally Responsive and Sustaining Education (CRSE). CRSE is defined as practices that affirm students' racial, cultural and linguistic identities; prepare them for academic rigor and independent learning; support them to connect across lines of difference; elevate historically marginalized voices, and; empower young people as agents of social change (New York State Education Department, Culturally Sustaining Education Framework, 2019). Re-Center will also work to develop the equity lens of all stakeholders. Through this lens, decisions and actions are made to: 1) center the shared value of equity, 2) mitigate the influence of bias, & 3) elevate the experiences, needs, and voices of students, staff, and community members from historically excluded identities (McCabe Zwerger, 2022).



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Overall. The goals of this partnership to cohere equity and racial justice efforts district-wide include:

- Establishing & facilitating youth equity squads (YESs) at 8 schools (secondary only) including support with recruitment, welcoming, designing, and implementing curriculum.
 - a. Building capacity of leadership to foster the agency of the YESs & maintain oversight over all equity-related efforts,
 - b. Providing coaching and consultation for the leadership team & key members of staff to support membership by YES members on BOTH the District Equity Leadership Team AND Building Equity Leadership Teams, and
 - c. Convening with Waterbury Bridge to Success and any other consultant staff who are also supporting the district to streamline and cohere efforts to ground the equity and racial justice work in youth as the foundation.
- Establishing & facilitating Equity Leadership Teams (ELTs) across all 33 schools. The schools will be divided into 11 teams that will come together with RE-Center Racial Justice Strategists & Coaches 10 times each throughout the school year.
- Exploring the meaning and operations of advancing equity, inclusivity, and racial justice in schools.

Pre-and post-brief meetings will be held throughout the partnership components.

- These meetings allow us to learn more concretely about your goals, hopes, expectations, and concerns for these trainings.
- We provide space to solicit the information we need to tailor services.
- We hold space to review evaluation feedback and offer you a set of recommendations for how to move forward living into your mission.

Below the 6 component parts of this work plan are described in more detail.

1. Youth equity squads (YESs)

The objectives for YESs include the following:

1. Increase their understanding of the historical context and current inequities.
2. Hone their critical consciousness around racism and other forms of oppression.
3. Learn to identify practices in their schools that yield negative impact on historically excluded groups.
4. Develop strategies to make positive changes in their schools.
5. Power map and engage their school communities in making positive changes.
6. Evaluate the efficacy and impact of shifting school norms on the school environment. Focus on a shared sense of belonging and racial/cultural affirmation.
7. Become equipped with socio-emotional skills needed to cultivate solutions so that when RE-Center is no longer present, the commitment to equity and the ability to create it are sustained.

RE-Center relies on a youth equity framework grounded in affirmation of identity, lived experience & history and built to leverage intersectional understandings of systemic racism and oppression. Sessions with youth are active, engaging, and leverage our decades of experience in youth work fostering critical



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collaborative spaces. Often resulting outcomes are student summits, teach-ins, peer-to-peer learning spaces, restorative circles around race and identity issues, student-led curriculum development, and networking with YESs from other local districts to leverage momentum in social justice efforts.

2. Equity leadership teams (ELTs)

The objectives for ELTs include the following:

1. Build educator and staff capacity to understand and share language around promoting equity and racial justice in school,
2. Review and analyze disaggregated data to understand the equity narrative at the school, and
3. Support professional learning to foster culturally responsive-sustaining practices in the classroom and beyond.

A recurring agenda of ELTs will include: 1) examining where disparities exist in school data, 2) identifying root causes of those disparities, 3) examining practices that can address them, 4) envisioning frames for culturally responsive-sustaining and liberatory education, and 5) navigating the complexities of the local and national sociopolitical context as a part of the district-wide commitment. ELTs have to be relevant, engaging spaces that prompt staff to critically examine curriculum and pedagogy through an equity lens. Often resulting outcomes can be equity and curriculum audits, partnering with YESs on curriculum development, guiding professional learning for all staff, book and article studies, and school-wide social justice commitments.

Expected deliverables resulting from both the YES and ELT work include the following:

- Consultation in forming teams including application process, logistics of scheduling, and designing a year-long trajectory of learning and focus.
- Facilitation of monthly equity and racial justice team meetings, support in drafting and executing of mission and vision for these teams and monitoring of team participant experience and learning. This is done through a progressive, iterative evaluation process.
- Peripheral support to school leaders who can serve as the greatest champions or deepest underminers of the agency and reach of these teams. RE-Center finds that districts where leaders are clear on the types of conditions they need to curate for equity to thrive are ones where teams like ELTs, DELTs, and YESs are best supported.
- Support in developing coherence across building level teams and staff who work purposefully to embed Culturally Responsive and anti-racist practices in serving youth. Keeping the 30,000-foot view across efforts is essential.

3. Community of Learning

An additional component of this partnership will be the Community of Learning open to the entire Waterbury PS community. It will be a space for educators, staff, administrators, parents and caregivers, and students to be in community learning together around issues of identity, power, and privilege. These learning sessions will center book and media analysis. The community will watch short documentaries, read texts together, engage with authors and practitioners of racial justice work and discuss impactful practices. This will be a space facilitated and planned by RE-Center coaches that is open to all Waterbury PS community members who may already be a part of the District Equity Leadership Team, their school Equity Leadership Team or the Youth Equity Squads, as well as folk who are not a part of those teams. It is meant to build capacity and community in a self-selected, ongoing learning space.



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4. Building administrator learning sessions

RE-Center proposes to offer 2 learning sessions to building administrators for the purpose of cohering the purpose of ELTs and YESs in the larger context of school-wide and district-wide commitments to equity and racial justice. Leaders can be passive supporters or engaged champions of these teams and it is essential their learning scaffold understandings of everyday leadership decisions they can and must make to uplift, center, and grow from the work of these teams. These sessions center culturally responsive leadership practices that can be applied to the areas of community and student-centering, professional learning, staff climate, and curriculum content.

5. Consultation and coaching

A part of any large-scale district commitment to advancing equity and racial justice must go beyond professional learning and organizing teams and structures to also apply learning in real time and craft responsive protocols for challenges that occur internally in our schools as well as those sociopolitical impacts that deeply influence equity in our buildings. For this reason, RE-Center includes consultation and coaching for the Director of Equity, Superintendent, cabinet members, members of the District Equity Leadership Team (DELT) and other key district leaders.

These consultations can be used for a variety of applications including:

- Reflection on values, mission, Equity Strategic Plan, and equity policy;
- Analysis of key data metrics and the narrative they offer;
- Case studies of other schools and districts that have demonstrated a deep commitment to equity and racial justice; and
- Reflection on operating goals and practices that may operate to advance equity and racial justice or move in contradiction to them even in the most subtle of ways.

6. Board of Education learning sessions

RE-Center offers 1-2 retreat-style learning sessions for Board of Education Trustees to further strengthen the foundations of the equity infrastructure. As a part of developing this capacity for critical self-reflection, RE-Center supports the development and implementation of an equity lens in all gatekeeping decision-making, strategic planning, and visioning for the district. Ultimately, leaders themselves understand and embody how equity and racial justice are manifested in key areas such as: 1) policy and governance, 2) district climate, 3) hiring, retention, and leadership development practices, 4) relationships and addressing harm when it occurs/impacts, 5) communication and public-facing presence, and 6) professional learning, training, and onboarding. This requires intention to level set language, examine research-based practices from around the country, and strategize how to tailor efforts to community demographics, historical commitment to equity and racial justice, and exposure to culturally responsive-sustaining practices.

Learning goals for the Board of Education Trustees would include the following:

- Understand the influence of bias in everyday decision making and practices;



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- Unpack the ways in which implicit bias can work to deficitize colleagues, partners, and communities served;
- Interrogate intersectionality through the lenses of race, ethnicity, gender, sexuality, ability, neurodiversity, socioeconomic advantage, and more;
- Build understandings of the conflation of socioeconomic inequity and racial inequity;
- Build collective understandings and shared language around diversity, equity, inclusivity, and racial justice; and
- Define and operationalize a commitment to fostering a diverse, equitable and inclusive working environment.
- Develop critical awareness around racism, sexism, homophobia, transphobia, ableism, and other forms of intersecting oppression.
- Build awareness around how their practices and the practices of the district either work to uphold the district's values or operate in contradiction to them.

The overall outcomes of our work together this year across the described 6 components include the following:

- ELTs are established and thriving at each school.
- Community is built to share practices across the teams of schools.
- Capacity is built in district staff who in year 2 would then facilitate the ELTs with coaching from RE-Center.
- Leaders begin to develop strategies and equitable practices to navigate institutional and interpersonal oppression.
 - Leaders will deepen personal and collective accountability to youth to affect systemic change.
 - Leaders will be able to apply a racial equity and critically conscious lens to their existing set of skills and competencies serving youth.
- YES members will begin to develop critical knowledge around racism and other forms of oppression.
- Students learn shared histories of oppression and resistance.
- Students will begin to experience awareness of how they are socialized into values, bias, and power.
- YES work will culminate in a convening across schools to share learning, offer transformative changes that can positively impact school and district climate, and center youth voice in furtherance of collective learning.
- Administrators and Board of Education Trustees are aware of and applying an equity lens in their gatekeeping and decision-making.
- The Equity Strategic Plan and Equity Policy are alive and operationalized across the district.

c. Services Expected of the City.

There would not be any services expected of the City under this partnership.

4. Cost Schedule. The cost schedule is attached in a sealed envelope.

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



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Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why? We have not failed to complete work awarded to us apart from scopes that were collaboratively shifted or reduced due to COVID or other partner challenges with calendaring dates.
- b. Have you ever defaulted on a contract? If so, where and why? No.
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe. No.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details. No.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details. No.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details. No.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware? No.

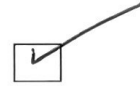
Appendix A

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City**

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)



(Service or Commodity Covered by Contract)

(Term of Contract)



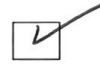
(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202²)
Persons or Entities Conducting Business with the City**

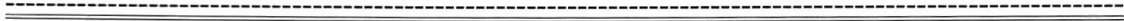
B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:

Self Spouse Joint Child

(Name of Official)

(Position with City)

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

Interest Held By:

Self Spouse Joint Child

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

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

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

I have read and agree to the above certification.

NE-Center Race & Equity in Education
(Name of Company, if applicable)

Natalie Zwenger
Signature of Individual (or Authorized Signatory)

8/3/2022
Date

Natalie Zwenger, Executive Director
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

Hand-Delivered

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

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

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

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

Certification

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

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

*RE-Center Base of Equity in Education
City of Waterbury
233 Pearl Street #12, Waterbury, CT 06103*

Print Name and Title of Authorized Representative:

Natalie Zweyer, Executive Director

Signature of Authorized Representative:

Natalie Zweyer

Date: 8/3/2022

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

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

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

State of Connecticut

ss.: 02-0567674

County of Fairfield

_____, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of RE-Center Race & Equity in Education (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	<i>AE Center Place of Equity in Education</i>		<i>AE-Center Place of Equity in Education</i>		
2				<i>\$1900 PO</i>	
3				<i>for professional</i>	
4				<i>development</i>	

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

	Organization Name	Address	Type of Ownership
1	<i>none</i>		
2			
3			
4			

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

**CITY OF WATERBURY
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OBLIGATIONS TO THE CITY OF WATERBURY**

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

	Name	Title	DOB	Stock %
1	<i>none</i>			
2				
3				
4				

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

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

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	<i>none</i>		
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

[Signature]
Witness

Peoples United Bank
Name of Partnership/Business

CITY OF WATERBURY
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Natalie Zweiger

By: Natalie Zweiger
Name of General Partner/ Sole Proprietor

RE-Center Race & Equity in Education
Address of Business

City Arts on Pearl, 233 Pearl St #12,
Hartford, CT 06103

State of Connecticut)

) SS

County of Fairfield)

Natalie Zweiger being duly sworn,

Deposes and says that he/she is Executive Director of RE-Center Race & Equity in Education and that he/she answers to the foregoing questions and all statements therein are true and correct.

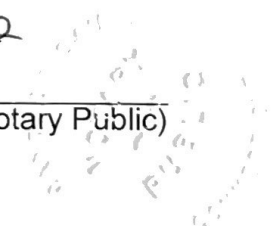
Subscribed and sworn to before me this 3rd day of August 2022

My Commission Expires July 31, 2026

[Signature]

(Notary Public)

My Commission Expires: _____



For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

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

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

Appendix B

NATALIE MCCABE ZWERGER, ESQ., EXECUTIVE DIRECTOR, RE CENTER RACE & EQUITY IN EDUCATION

Bethel, CT | 917.806.9127 | nzwerger@re-center.org

Career Summary

Two decades of experience as an educator and advocate for children's rights. Focus on actively fighting for racial equity. Expertise in building partnerships, designing system-wide equity interventions targeted to address disparities in experience and outcomes, and building capacity of organizational leadership and staff to reflect on how their own racial, ethnic, and cultural identities impact their relationships and their work.

Professional Experience

RE Center Race & Equity in Education

Executive Director, / July 2021- Present

At *RE Center Race & Equity in Education*, oversee Hartford, CT-based, national non-profit organization dedicated to transforming schools and communities to be more equitable and racially just.

- Serve as thought leader and advocate for Anti-Racism, Racial Equity, and Social Justice Work.
- Foster Community Collaborations/Alliances and Oversee Strategic Communications. Initiate, develop and maintain productive and collaborative relationships with individuals and organizations that effectively represent racially and ethnically diverse communities across the region.
- Develop fundraising strategies and execute them in partnership with the Board.
- Cultivate and maintain relationships with private and public funding sources; and support development of a culture of philanthropy with the Board.
- Recruit/hire, supervise, mentor, provide professional development opportunities, and direct and evaluate senior staff in the performance of their duties.
- Oversee all financial reporting, contractual obligations and donor/funder restrictions, and appropriate internal policies and procedures ensuring such compliance. Prepare and administer annual operating and capital budgets, and oversee and manage multiple projects,
- Provide vision and leadership for accomplishing the mission and long-term development and growth.
- Work with the Board on strategic planning, policy development, financial management, and fundraising.

New York University

Director, Center for Strategic Solutions / July 2015- June 2021

At the Metropolitan Center for Research on Equity and the Transformation of Schools, oversee national center revolutionizing technical assistance and professional development delivery grounded in equity and racial justice.

- Develop and implement team vision founded on researched-based practices.
- Lead professional development and technical assistance in Pre-K to 12 schools and districts, colleges and universities, non-profit organizations, and for-profit companies. Director reporting to school district and organization Boards of Directors.
- Oversee work in 725+ schools and organizations across 86+ districts during tenure as Director.
- Design and implement System-wide Equity Interventions (EQI) including equity audits in districts nationally using a multi-year, intentional approach to embedding racial justice in the fabric of institutions.
- Founder and lead curriculum developer for the *Critically Conscious Educators Rising Series* which has had 1500+ participants to date including the 2021 cohorts.
- Founder and Director of *Decolonizing Education Conference*, with more than 700+ having attended the two-day 2019 Conference.
- Supervise and evaluate team of Equity Coaches, Consultants, Graduate Assistants and Interns.
- Tripled center revenue over 4 years. Current center revenue \$1.5 million per year. Manage center budget, oversee invoicing, and negotiate contracts with potential clients and partners.
- Facilitate marketing campaigns including social media presence and blog.
- Report to Metro Center Executive Director, Steinhardt and University leadership.
- Serve as *Executive Producer, Culturally Responsive Education Stories Series* <https://crestories.org/> Released November 2018
- Serve as *Partnership for Learning Ambassador, Partnership for the Future of Learning* <https://futureforlearning.org/>

Assistant Director, Center for Strategic Solutions / October 2014- June 2015

- Lead district and school projects across the country to disrupt and dismantle inequity.
- During 2014-2015 school year, served 34 schools and 7 districts and trained 2,100 educators, influencing over 24,000 students nationwide.

Senior Project Associate, Technical Assistance Center on Disproportionality / September 2013- September 2014

- Served as project lead specialist on issues related to disproportionality in special education for school districts across New York state.

- Provided technical assistance (training and professional development) to schools, districts, and regions on culturally responsive education, positive school discipline, improving school climate, and establishing problem-solving teams that analyze disaggregated student academic achievement and discipline data.

edCount, LLC.

Policy Associate / September 2011-October 2012

- Worked to improve educational outcomes for children through direct instructional coaching, research and analysis of school culture, and standards-based curriculum development.
- Served as consultant for the Puerto Rico Department of Education.

New York City Department of Education

Instructional Coach, Staff Developer, + Classroom Teacher, P.S. 197x / 2002-2007

Languages

Professional Proficiency, Speaking, and Reading / Spanish

Education

J.D. / Northeastern University School of Law

M.S. Ed. / City College of New York

B.A. / Tufts University

Licensure

New York State Bar / 2011

New York State Pre-Kindergarten and Grades 1-6 Permanent Certificate / 2004

Publications

Zwenger, N. (2019, May 28). Staying the Course: Predictable Challenges on the Path to Equity and Racial Justice. [NYU Metro Center Blog]. Retrieved from <https://research.steinhardt.nyu.edu/site/metroblog/2019/05/28/staying-the-course-predictable-challenges-on-the-path-to-equity-and-racial-justice/>

Zwenger, N. (2019, May 6). Racism's Hold on My Newborn Child. [NYU Metro Center Blog]. Retrieved from <https://research.steinhardt.nyu.edu/site/metroblog/2019/05/06/racisms-hold-on-my-newborn-child/>

Zwenger, N. (2018, February 15). Advancing Equity Within and Across a System. [NYU Metro

Center Blog]. Retrieved from <https://research.steinhardt.nyu.edu/site/metroblog/2018/02/15/advancing-equity-within-and-across-a-system/>

Zwenger, N. (2017, December 5). Puerto Rico Uprooted: The story of mi gente y la suya. [NYU Metro Center Blog]. Retrieved from <https://research.steinhardt.nyu.edu/site/metroblog/2017/12/05/puerto-rico-uprooted-the-story-of-mi-gente-y-la-suya/>

Zwenger, N., Brann, K., & Morales-James, C. (2018). Disrupting and Dismantling Racial Inequity Part One: What is required of me? Practitioner's brief. New York University, NY.

Kramarczuk Voulgarides, C., Jean-Pierre, P., & Zwenger, N. (2017) Racial Disproportionality in Special Education: Moving Away from Legal Compliance towards Culturally Responsive, Systemic and Transformational Leadership. Book chapter in the Diversity, Equity and Social Justice Handbook for Practicing Educators: Leadership. National Association of Multicultural Education.

Harris, A., Ma, J., Pacheco, B., Stenbridge, A., & Zwenger, N. (2015). Rigorous Instruction in Science and Math Instruction. Audio Podcast. Center for Strategic Solutions. New York University, NY.

Kramarczuk Voulgarides, C. & Zwenger, N. (2014). Identifying the root causes of disproportionality. Practitioner's brief. New York University, NY.

Zwenger, N. & Greninger, E. (2012). Research: How it supports teaching and learning. Odyssey. Gallaudet University. Vol. 13.

McCabe, N. (2005). How Can I Best Support the Independent Learning of My Students At Centers. (M.S.Ed Thesis). In B. Falk, & M. Blumenreich, (Eds.), The Power of Questions: A Guide to Teacher and Student Research. Heinemann Press.

McCabe, N. (2000, October 8). Passage to India. The Boston Globe.

Conferences, Affiliations and Other Presentations

2019 Research and Revolt for Culturally Responsive Education Conference: Culturally responsive teacher training: Pitfalls and essentials of implementation

2019 Decolonizing Education Conference: Opening remarks

2018 Decolonizing Education Conference: Opening remarks

2017 ASCD Empower 18: Operationalizing critical consciousness: Communities that foster a positive climate for Black and Latino students

2017 Decolonizing Education Conference: Opening remarks

2016 Educon 2.8: How we can Ensure our School Culture Welcomes our Students' Racial, Ethnic, and Cultural Identities?

2016 Pennsylvania State University 9th Annual Conference on Equity and Social Justice: The Decentering of Whiteness in Order to Create Engaging Spaces for Culturally and Linguistically Diverse Students

2016 National Partnership for Educational Access Conference: Fostering an Anti-Bias Culture in the Classroom and Beyond

2016 Mid-Atlantic Equity Consortium Conference: Developing Your Critical Consciousness as

an Anti-Bias Educator
2016 Educators Rising National Conference: Race in the Classroom: Supporting Social Justice
and Equity

Social Media

Twitter: @Natalie_Zwenger
Everydayraceblog.com

Shaniqua Rudd

srudd.sju@gmail.com

- Greater Philadelphia Area / (C) 267-226-7712/

Summary: An experienced education and community-based non-profit fundraising professional who has proven successes and skills in implementing and leading development strategies, locating and obtaining major funding sources, and managing donor relationships and stewardship/engagement efforts.

PROFESSIONAL EXPERIENCE:

Senior Development Director

RE-Center

November 2021- Present

- Work closely with the Executive Director in the formulation and implementation of a year-round development strategy for substantially increasing support from individual, corporate, and foundation donors.
- Lead and manage the organization's Development Committee.
- Steward and maintain donor relationships.
- Collaborate with staff to create marketing and communications materials related to development.
- Manage CRM database and donor information.
- Work with external consultants on technology implementation and to streamline the grant-making process.
- Motivate staff and board of directors in all concepts of fundraising.

Director of Development

SquashSmarts, Inc.

October 2019- November 2021

- Implement and led a \$2.1 million dollar operating budget.
- Develop and lead a successful year-round fund raising effort through the following charitable vehicles: a. Individual Donors b. Institutional Donors (Corporate & Foundation) c. Special Events d. Public Funding.
- Raised over \$600,000 in COVID-19 Relief Funding.
- Manage ongoing relationships with consultants and lobbyists.
- Identify current/prospective donors and arrange in-person meetings as well as plan and host individual and small group donor meetings and tours.
- Plan and execute the organization's annual Spring fund raising gala and auction.
- Assist with successful state lobbying efforts and procurement of PA-EITC tax credit dollars.
- Manage, steward and track donor activities via the organization's CRM (SalesForce).
- Collaborate with Program Staff to create donor engagement and corporate volunteer opportunities.
- Work alongside Senior Program and Academic Staff to develop programming and marketing materials to further brand and position SquashSmarts as a leader in youth enrichment.

Individual Giving Director

Mission First Housing Group/ACHIEVEability

November 2018- October 2019

- Served as team lead in the development and management of a new fundraising and communications database.
- Managed annual giving campaigns for Mission First and its affiliate, ACHIEVEability, and execute strategies to increase the individual donor base.
- Grew a major gifts program and worked closely with the Executive Director for ACHIEVEability, and Board of Directors to cultivate and steward donors in the major gift pipeline.
- Developed and implement a stewardship program aimed at cultivating deeper ties with donors.

- Worked in support of Communications and Events Manager to develop a communications plan for Mission First, with particular focus on coordinating communications and messaging for ACHIEVEability in vehicles such as e-newsletters, social media, annual report, and appeal letters.

Director of Institutional Advancement

Ss. John Neumann & Maria Goretti High School

November 2015- November 2018

- As a one person institutional advancement office, oversaw all fundraising efforts for Neumann Goretti High School including but not limited to: The Annual Fund, Major Gifts, Planned Giving, Memorial and Alumni Scholarships, and all Stewardship events.
- Created a “ground up” advancement program after an 11-year absence of fundraising initiatives. This included managing a portfolio of 150 prospects with major gifts ranging from \$1,000-\$250,000 and the procurement of funding from major foundations.
- Annually executed an effective, comprehensive fundraising program aligned with the school’s strategic and financial goals. This includes the development of a full annual fund strategy with online & direct mail campaigns, fundraising events, and stewardship processes for the complete fiscal year.
- Recognized in 2017 by the Healey Education Foundation for having the highest percentage growth in Annual Funds raised within the Healey Education Schools.
- Increased a deteriorating annual fund by 734% from FY 16 to FY 18.
- Developed a donor recognition plan that outlines processes for gift acknowledgement and identifies opportunities to enhance existing donor relationships.
- Prepared detailed reports on fundraising performance for the President and the Board of Directors. This includes leading the Advancement Committee of the Board and ensuring that Board giving is at 100%.
- Provided financial oversight for the department, including budgeting, planning and expense tracking.

University Advancement Assistant

Saint Joseph’s University

October 2013 – November 2015

- Managed the logistics for various high profile events (lecture series, inaugural events, presidential level events) and other alumni events simultaneously – including pre-event, onsite (during the event) and post-event support including RSVP management and correspondence, travel and lodging support, preparation of materials and specifics for senior leadership, and general oversight of logistics.
- Supported Major Gift Officers which included various duties not limited to: prospect research reports, scheduling visits, accompanying officers on visits, and assisting with the development of major gift proposals.
- Managed outreach to all volunteers on a routine basis and develops volunteer engagement strategies.
- Primary liaison and staff support for University affinity alumni chapters that included supports for members of the Board of Trustees.
- Lead the University’s Young Alumni Council.
- Worked side-by-side with the Office of Diversity & Inclusion and designated Admissions officers to ensure that Saint Joseph’s University remains committed to diversity recruitment efforts as well as retention goals.

Development Coordinator

Philadelphia Academies, Inc.

September 2012 – October 2013

- Supported the organization’s overall development efforts to raise a benchmarked annual budget of 4 million dollars.
- Handled the logistics of the organization’s grant reporting process. This included writing grant reports, creating an annual calendar of grant reporting to monitor grant progress, developing grant tracking forms as needed, and presenting at staff meetings. Finally, it required managing the funder files.
- Collaborated with field staff in order to create programming that aligned with donor and grant support.

EDUCATION:

Franklin University, Columbus, OH |est. *August 2024*|
Doctorate of Business Administration

University of Northern Iowa, Cedar Falls, IA |*August 2021*|
Master of Arts
Major: Nonprofit Development & Philanthropy

Nonprofit Leadership Alliance |*April 2021*|
Certified Non Profit Professional (CNP) Certificate

Villanova University, Philadelphia, PA |*June 2017*|
Principles of Fundraising Certificate

Saint Joseph's University, Philadelphia, PA | *May 2016*|
Master of Science
Major: Organizational Development & Leadership

Saint Joseph's University, Philadelphia, PA |*May 2012*|
Bachelor of Science in Business Administration
Major: Business Marketing

Racial & Intersectional Equity Strategist and Consultant

Dynamic social justice facilitator and consultant with areas of strengths in project management, program development and implementation, consulting, technical assistance, and coaching. Excellent interpersonal and communication skills and is adept at establishing human centered, candid, accountable and trusting relationships with colleagues, senior leaders, community members and funders. Supports organizations to identify and align their values with their internal culture and external facing work. A sought-out thought partner for leadership teams interested in developing process improvements and best practices, strategic planning, and people strategies rooted in anti-racism. Supervisory style oriented towards succession planning for key talent and collaborative performance management. Process-oriented and committed to leveraging resources to support team-development and programmatic growth.

Areas of Expertise

Facilitation | Project Management | Program Development | Strategic Thought Partnership | Content Review
Advocacy | Budget Control | Financial Stewardship | Community/Stakeholder Partnership Development

PROFESSIONAL EXPERIENCE

Re•Center: Race and Equity in Education | Hartford, CT

February 2019 – Present

Director of Adult Learning

- Facilitate and design curricula, long and short-term professional development, workshops and other learning opportunities to grow anti-racist lens and practice in leadership teams and diverse constituent groups.
- Provide racial equity technical assistance, coaching and consulting focusing on systemic change and individual transformation towards healing from white supremacy.
 - Diagnose and frame client challenges and opportunities in a broad range of content areas
- Develop, implement, and manage all budgets and operations of large-scale projects across the country; Currently stewarding a \$400K+ budget.
- Supports, nurtures and supervises Program Associate and Talent and Training Manager
- Recruit, hire, train and manage external facilitators and consultants.
- Cultivate and maintain a wide network of relationships in client, partner and community organizations

The William Caspar Graustein Memorial Fund | Hamden, CT,

February 2018 – May 2019

Managing Consultant, 25th Anniversary Project

- Oversaw event production and project coordination which includes strategic visioning and ideating, planning and programming, goal setting, liaising between diverse stakeholder groups, developing communication plans, and qualitatively assessing the project's impact.
- Scouted and secured locations, sourced and recruited talent, and developed community partnerships across the state to drive support of and attendance at events. Prioritized BIPOC-owned businesses and BIPOC artists.
- Approached project development and assigned tasks through an equity lens to ensure mission alignment with the organization.
- Developed contracts and proposals; produced all events 20% under budget.

Outreach Director

- Pioneered and grew E4E's relationships with community-based organizations, nonprofits, universities, and local service providers such as University of Connecticut, Yale University, and CT-Core Organize Now!.
- Co-developed FY17-18 strategic plan with the chapter's Executive Director through social justice values and frameworks
- Recruited, organized, engaged, and mobilized teachers managing a portfolio of ~300 teacher members.

The MacCormick Secure Center | Brooktondale, NY

Teacher

- Co-developed equity literate curricula with and for young men ages 14-21 incarcerated at a maximum security state jail facility with the express purposes of securing gainful employment and reducing recidivism.
- Supported the socio-emotional development of up to eighteen young men through activities that engendered trust and redefined concepts of masculinity.
- Worked in collaboration with the youths' support teams, as well as fellow teachers, counseling staff, and senior administration while following all policies set forth by the Office of Children and Family Services
- Partnered with regional businesses and professional organizations to provide professional development opportunities to incarcerated youth.

Tompkins Cortland Community College | Dryden, NY

Coordinator of Student Success Coach, Office of Student Success & Advisement Services

- Coordinated the NETWORK Peer Mentor Program to facilitate the academic success and leadership development of historically underrepresented first-year students. Recruited, on-boarded and supervised sixteen student mentors and provided oversight advisement for over forty student mentees; grew the program from eight to sixty participants.
- Co-founded and curated the I.D: SUMMIT, the college's first and only student-led conference focused on the exploration of intersectional identity across diverse professional platforms.
- Co-created and facilitated a campus-wide three-part professional development series to engage staff and faculty in intentional conversations on race, power, and privilege in higher education.
- Recruited, supervised, and mentored the Office of Multicultural Services' first project assistant.
- Supervised and mentored two interns completing their degree in Human Services in the Spring of 2015. Developed individualized learning and professional development plans for each intern.

Interim Study Abroad Advisor, Global Initiatives (Oct 2013 – June 2014)

- Coordinated all programmatic needs for each trip including booking flights, reserving hotels, arranging in-country and domestic travel, and submitting budget reports. Ensured implementation of Federal and State policies.
- Designed recruitment efforts to promote access to study abroad for underrepresented students.
- Developed a two-year strategic plan focused on a risk-reduction approach to managing study abroad programs.
- Initiated collaborative efforts to build a sustainable partnership with SUNY Cortland to allow for the seamless and reciprocal participation of students in each school's study abroad programs.

Program Developer and Facilitator, Office of Academic Diversity Initiatives

- Co-created and implemented *On Track*, a pre-collegiate student success program for underrepresented sixth through twelfth graders with a focus on academic, social, cultural, physical, and nutritional wellness. Developed and facilitated programming, engaged in community outreach, marketed and promoted program.
- Served as the liaison between university staff, caregivers, participants, and mentors. Provided ongoing training and support for College Community Advocates as they navigated mentorship of participants.

CONFERENCE PRESENTATIONS AND PROFESSIONAL AFFILIATIONS

- **Presenter**, National Education Association, Minority & Women Leadership Conference
 - “Come Together: Anti-Racist Leadership for White Co-Conspirators”, 2021
 - “What to Do With Whiteness?”, 2020
 - “Showing Up Whole”, 2019, 2020, 2021
 - “5-Shifts to Co-Create Equity in Education”, 2018, 2019, 2020
- **Board Member**, Minority Inclusion Project's Board of Directors, 2018-2020
- **Council Member**, Equity, Inclusion, and Leadership Council, 2015 – 2016
- **Co-Chair**, MacCormick Secure Center Citizens Advisory Board, 2015 – 2016
- **Committee Member**, Diversity and Equity Action Council, 2013 – 2015

EDUCATION

Hobart & William Smith Colleges | Geneva, NY | **Bachelor of Arts with Major in English** 2005

SKILLS

Conversational Spanish; proficiency in Salesforce, G-Suite, Microsoft Office Suite, Canva, and various project management platforms. Comfort with Student Information Systems and CRM's.

Sophia Bolt

sbolt@re-center.org | (970) 393-2084

EDUCATION

New York University

Doctor of Philosophy (Ph.D.), Sociology of Education

New York, NY
September 2021

Master of Philosophy (MPhil), Sociology of Education

May 2020

University of San Diego

Bachelor of Arts (B.A.), Sociology

San Diego, CA
May 2015

PROFESSIONAL EXPERIENCE

RE-Center Race and Equity in Education

Policy and Research Strategist

Hartford, CT
September 2021 – Present

- Executes policy evaluations and school equity audits, school and district level data analysis reports and presentations, partner feedback analysis reports, and other written communications as needed based on project elements
- Leads evaluations work of projects, assessing progress throughout, and authoring internal and client facing impact reports
- Works with partners to build their own evaluation processes for sustained assessment of equity commitments
- Conducts background policy research and analysis to support existing projects as well as proposals for new bodies of work; synthesizes research findings to identify and recommend best practices
- Provides ongoing support for the logistical management of RE-Center's project-based work: supporting grant applications, tracking project statuses, timelines, and deliverables, and supporting and coordinating with Racial Justice Strategists and Coaches
- Authors writing pieces about RE-Center projects, our stances on current educational practices, and the current socio-political climate

Metropolitan Center for Research on Equity and the Transformation of Schools (NYU)

Graduate Research Assistant, Center for Strategic Solutions (CSS)

New York, NY
May 2016 – August 2021

- Assisted in the planning, promoting, and facilitating of anti-racist professional development engagements across 30-40 school districts annually in New York and nationally
- Served as an organizational lead of the wide-scale NYCDOE professional development series, Critically Conscious Educators Rising: drafted the application, organized cohort meeting schedules and session locations, managed distribution of session materials to participants, and served as a logistical lead for the annual culminating Decolonizing Education Conference
- Conducted equity focused analysis of districts' school level data, created reports to be presented to education leaders that highlighted areas of opportunity to address inequity and disproportionality, and incorporated this analysis into district wide equity audit reports
- Provided peer reviewed sources to support CSS methodology and recommendations for promoting equity and racial justice
- Reviewed feedback surveys for CSS initiatives to gather meaningful and actionable feedback from partners and inform future engagements
- Managed and coached an intern team of 6 undergraduate students by assigning daily tasks, providing timely feedback, and serving as their primary point of contact
- Provided ad-hoc support as needed to the CSS director: drafting communications and partnership proposals, managing calendar/appointments, conducting staff meetings, etc.

PUBLICATIONS

- Bolt, S. (2021). *Incremental Change: Moving Towards Anti-Racism in an Elite Predominantly White School* (Doctoral dissertation, New York University).
- Nunn, L. M., & Bolt, S. C. (2015). Wearing a rainbow bumper sticker: Experiential learning on homophobia, heteronormativity, and heterosexual privilege. *Journal of LGBT Youth*, 12(3), 276-301.

Yvette N. Dunnigan

Hainesport, NJ

ydunnigan@outlook.com

<https://www.linkedin.com/in/yvette-n-dunnigan>

EXECUTIVE SUMMARY:

I am a professional level finance and operations executive with extensive experience with finance, human resources, and company operations. I am a racial justice conspirator; using my gifts and talents to help RE-Center fight embedded racism in our schools.

SUMMARY OF STRENGTHS:

- Managed multiple accounts with perfect accuracy
- Month-end, year-end spreadsheets and reporting
- Records maintenance/Excellent attention to detail
- Ability to keep highest level of confidentiality
- Liaison between tax accountant, management and vendors
- 7+ years - Absolute mastery of all HR functions
- Salary Review/Trends/Conflict Resolution
- Benefits administration/Payroll

WORK EXPERIENCE

RE-Center Race & Equity in Education, Inc.

Finance & Operations Strategist

January 2022 - Present

Manages over \$1 million in grants and fee-for-service contracts for a 30 year old nonprofit that works with local and national public school systems. It is my honor to assist RE-Center with its mission which is: We envision an equitable and just world where all youth have what they need to grow and thrive; We envision empowered students supported by conscious, critically thinking adults and supportive and safe schools and communities; We work towards a world in which equity is institutionalized in all school systems.

Through These Doors

Director of Finance

January 2017 - December 2021

Managed over \$2 million in grants for a 45 year old local non-profit that assists survivors of domestic violence. Had four years of audits without any finding. Managed payroll and SIMPLE IRA for over 35 employees. Supervised a bookkeeper to maintain day-to-day finance of the agency. Reported on a monthly, quarterly, and annually basis to maintain the agency in good standing with many partnering organizations. Reported federally to the U.S. government in order to keep in compliance and good standing with large federal grants.

Insightful Products, LLC

Vice President

March 2015 - September 2016 Scarborough, Maine

Managed all AR/AP, multiple bank accounts with perfect accuracy. Since taking over the finances at Insightful Products, every month of multiple accounts were reconciled to the penny. All month-end, year-end accounting was completed on time and with perfect accuracy. Offered daily assistance to the President with all company decision making and management. Complete mastery of all HR functions including payroll, benefits administration, recruiting and conflict resolution. Sales and Marketing; including social media marketing and national sales conferences.

AmSpec Services

Operations Coordinator

May 2013 - March 2015 South Portland, Maine

I started at AmSpec as an administrative assistant. In two months time I took a very challenging position as Operations Coordinator with no prior experience. At this position I was responsible for 24/7 coordination of oil tankers arriving and leaving two Maine ports and one New Hampshire port. After taking the position I proved to be a team player, excelled at staff management and had near perfect report writing. At this job I honed my attention to detail skill. I managed and supervised a staff of 7 inspectors.

EDUCATION

Rutgers University

New Brunswick, New Jersey

B.A. Industrial Psychology/Human Resources

Amelia Sherwood

34 Walnut St.
New Haven, CT 06511
(860) 938-0677
sankofamontessori@gmail.com

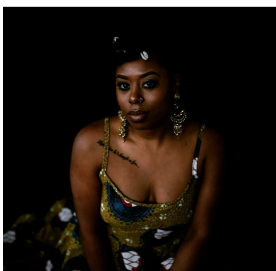
Passionate Anti-Bias & Anti-Racist educator capable of demonstrating educational leadership skills as the Anti-Bias & Anti-Racism Director and racial equity consultant in start up schools throughout the New England area. In-depth knowledge of anti-bias and anti-racist practices in education. Able to prioritize and handle numerous tasks concurrently and work collaboratively with teachers, families, students and community members through a racial equity lens.



Learner



First Food Justice Activist



*Leader
& Organizer*

EXPERIENCE

Anti-Bias & Anti-Racism Director, New Haven, CT — Director of Social Emotional Learning

September 2020 - June 2022

Vision & Culture

- ensures that the Anti-bias and Antiracist-centered (ABAR) vision is lived in practice, encouraging outcomes that support the vision, and addressing behaviors that undermine the vision; enlisting the support, ownership, and institutionalization of the vision from various perspectives and lenses.
- creates an atmosphere of collaboration in support of equitable achievement and high academic expectations for all students; providing a clear picture of Montessori-centered domains and ABAR-aligned plans of action.
- supports the development of a school culture that allows for meaningful teaching and learning to occur through the use of effective and frequent collaboration between teams of guides and assistants.
- reinforces the school culture, along with the staff, students and stakeholders, through practices and actions that say: this is how we do school here.

Elm Montessori School, New Haven, CT — Director of Social Emotional Learning

September 2017 - 2020

Children

- Observe children deeply in order to understand their triggers and give feedback for educators around composure, equitable practices, and cultivating a peaceful environment.
- Respond to learners experiencing big feelings and de-escalate, find calm, and create safety plans when needed.
- Developed a database for behavior in order to document patterns that will inform social emotional learning interventions.
- Co-created a restorative discipline system that centers Conscious Discipline and Restorative Practices.

Families

- Conducts restorative circles with staff, families, and students in order to repair harm.
- Outreach (basic needs, emotional support, problem-solving): establish relationships in order to build strong community and partnerships.
- Family education around Social Emotional Learning and Anti-Bias and Anti-Racist practices in school.
- Collaborate with principal to create individual SEL interventions,

SKILLS

Servant Leader

Works well in a team
and

thrives in co-creating
spaces

Strong presentation
skills

Building family and
community
partnerships

Ability to go to the
source in order to
create a transparent
and comfortable work
environment

Has the ability to be in
the the "not yet" in
order to transform
goals into tangible
realities.

People connector

Ability to break down
walls and build
bridges!

whole class interventions, upcoming professional learning, and community events sponsored by the school.

Holds space for compassionate accountability and receives feedback well

Active Listener

Staff

- Consult with staff regarding individual children; attend family meetings and co-create strategies for individual students and the classroom
- Support in developing culture/environment in ways that reduce stress, e.g.: visual schedules, visual safety rules, visual modeling of desired behaviors.
- Co-Leads the Student Support Team and facilitates weekly SEL meetings.
- Coach staff on implementation of social-emotional learning and Conscious Discipline strategies; provide professional learning support monthly.
- Coordinate all-staff professional development on social-emotional learning and trauma-informed teaching.
- Facilitates Anti-Bias & Anti-Racist professional learning with staff and families monthly.

Community

- Build relationships with mental health professions and agencies working with young children and families like Clifford Beers.
- Participate in outreach events such as district recruitment.
- Represent the school at meetings, events, conferences focused on social-emotional learning.
- Grassroot Racial Justice Organizer, ABAR Education Organizer

Elm City Montessori School, New Haven, CT— *Family Partnership Coordinator*

August 2015 - September 2016

- Work with the ECMS team to ensure that the school is a welcoming place for families; serve as families' first point of contact for general questions about school and direct them to appropriate staff.
- Plan and implement family events with direction from the Principal and Executive Director.
- Set up and maintain the Parent Resource Room and ensure it is an inviting and well-used space for parents
- Created/gathered and displayed literature for families (social/emotional support, local community events, relevant local support groups).
- Conducted Family Mornings where families with infant & toddlers could gather and create community.
- Started to analyze how our institution harmed children and families of color and created goals with the principal to address

the inequities

Elm City Montessori School, New Haven, CT— Assistant Guide

August 2014 - September 2015

- Assisted first year teacher with culturally affirming teaching as she was a white woman coming into a predominantly Black and Brown community.
- Prepared Montessori shelves each day and created clean learning environment.
- Assisted teacher with instruction and provided individual support for diverse needs.

Montessori on Edgewood, New Haven, CT — Co-Teacher

June 2012 - 2014

- Assisted co-teacher with lesson preparation and curriculum implementation.
- Promoted student learning by providing individualized and small group support.
- Cleaned and organized classrooms, materials, and supplies to create a peaceful environment for young learners to grow.
- Prepared the album for the National Association for the Education and received a 98%.
- Modeled social emotional learning and planned SEL for students.
- Prepared lesson materials and visual aids to reinforce lesson concepts.
- Attended in-services, workshops and seminars

EDUCATION

Lincoln University, PA — B.S in Sociology

2007- 2011

Concordia University, Portland Oregon — M.Ed

2013 - 2014

PROFESSIONAL LEARNING

Certificates

Circle of Security Facilitator

Restorative Circle Facilitator

Conscious Discipline

Positive Discipline

Trauma-Informed

Yale RULER

Workshops, Conferences, and Leadership Programs

Community Leadership Program (Cohort 21)

Beyond Diversity 101-Race

Deeper Change Forums

American Montessori Society Conference (attended in 2017/18 and held several workshops)

Montessori for Social Justice Conference (attended, volunteered, co-led the Montessorian of Color retreat, sat on the founding board)

Montessori of Connecticut Conference (2017-19 attendance)

Facing Race

ANA CATALINA DUQUE

EDUCATOR AND FACILITATOR

PHONE

917.846.7276

ADDRESS

363 42nd street
Brooklyn NY 11232

EMAIL

anaduque@gmail.com

PROFESSIONAL SUMMARY

Dedicated educator, facilitator and coach for equity, justice and transformative social change. Committed to creating learning environments that are stimulating, critical and encouraging. Experienced in developing curriculum as well as conducting professional development in the areas of justice, diversity, equity and inclusion.

CORE COMPETENCIES

Facilitation
Teaching and Coaching

ABAR Teaching and Learning
Emergent Strategy

Critical Pedagogy
Curriculum Development

EMPLOYMENT EXPERIENCE

FACILITATOR & CONSULTANT | TRUE NORTH EDI, NEW YORK, NY

AUGUST 2020-PRESENT

Through workshops, coaching and consulting, support organizational and institutional change in the design and development of practices, policies, and cultures where historically marginalized individuals and communities can thrive.

- Coaching staff, teams, and individuals through the use of elemental design and transformative facilitation.
- Support the development of aspirations and action steps through a DEI lens.
- Facilitate learning sessions.

EQUITY COACH | NYU METRO CENTER, CENTER FOR STRATEGIC SOLUTIONS, NEW YORK, NY

SEPTEMBER 2018-PRESENT

Developing and sustaining equity in classrooms, schools, and districts.

- Facilitate professional development for NYC DOE educators through the Critically Conscious Educators Rising Series.
- Construct workshops on Culturally Responsive and Sustaining Education.
- Consult districts, equity teams, curriculum councils, teaching teams, families and faculties nationwide.

ADJUNCT LECTURER | HUNTER COLLEGE, NEW YORK, NY

SEPTEMBER 2015-PRESENT

Prepare curriculum and design course work for four courses: CEDC 706, QSTAP 41280, BILED 779, & CEDC 775.

- Model the use critical pedagogy to construct engaging learning opportunities.
- Supervise student teachers in lesson design, instruction, and reflection.
- Support students in constructing curriculum and learning assessments.

TRAINER & FACILITATOR | CENTER FOR RACIAL JUSTICE IN EDUCATION, NEW YORK, NY

AUGUST 2015-PRESENT

Facilitate professional development for educators and families focused on racial equity in education.

EQUITY PRACTITIONER | THE HUMAN ROOT, BROOKLYN, NY

JANUARY 2018-MAY 2019

Facilitated community development workshops aimed at transformation, empathy and action.

WORKSHOP FACILITATOR | HISPANIC FEDERATION, NEW YORK, NY

AUGUST 2015-AUGUST 2017

Assisted parents and caregivers in enhancing their children's literacy skills through the Pathways to Educational Success program.

ANA CATALINA DUQUE

EDUCATOR AND FACILITATOR

PHONE

917.846.7276

ADDRESS

363 42ND Street
Brooklyn, NY 11232

EMAIL

anaduque@gmail.com

RELATED EXPERIENCE

HEAD TEACHER | CATHEDRAL SCHOOL OF SAINT JOHN THE DIVINE, NEW YORK, NY

2012 – 2015

Designed original curricula in writing, reading and social studies integrating themes of justice and identity for 2nd graders.

- Co-created K-4 identity curriculum with lessons on stereotypes, race, ethnicity, gender identity & expression, intersectionality and media literacy.
- Supervised Anti-Racist Alliance meetings of middle school students.
- Co-led Social Justice Class for 5th and 6th graders.

CO-TEACHER | LA CIMA ELEMENTARY CHARTER SCHOOL, BROOKLYN, NY

2010-2011

Planned and implemented lessons across all subject areas for 1st graders.

- Co-founded the Social Justice in Curriculum Committee.

ASSOCIATE TEACHER | LREI, NEW YORK, NY

2007-2008

Assisted head teacher in lesson planning, instruction and family conferences.

ASSISTANT SPANISH TEACHER | INTERNATIONAL SCHOOL OF BROOKLYN, BROOKLYN, NY

2006-2007

Founding faculty member. Nursery and Kindergarten Spanish teacher.

EDUCATION

Masters of Childhood Education
HUNTER COLLEGE, 2010

Bachelor of Arts, Media Studies
HUNTER COLLEGE, 2004

PROFESSIONAL EXPERIENCE

Racial Justice Strategist & Coach

2021 to present RE-CENTER RACE & EQUITY IN EDUCATION *Hartford, CT*

- Lead partnerships across schools, districts, & organizations
- Facilitate professional learning opportunities, offer coaching and consultation, policy review & data analysis through an equity lens
- Develop curriculum & curricular frameworks aligned with the values of equity & racial justice
- Lead learning series for educators, administrators, parents, & youth around issues of racial justice

Founder & Executive Director

2015 to 2020 THE HUMAN ROOT *New York, NY*

- Managed all organizational finances, budget processes and earned income securing opportunities generating sales revenues through \$150,000 as soon as year two
- Led strategic growth of a start-up business with short-term goals, and long-term objectives.
- Created content for diversity, equity and inclusion training, train-the-trainer sessions, and webinars based on social emotional learning, culturally responsive pedagogy, critical race theory trauma informed pedagogy and instruction educational frameworks
- Developed strategic plans, organizational assessment activities and change initiatives to operationalize equity through transformation of culture, systems, policies and practices for at least 20 educational institutions.
- Awarded and Honored by CAMBA Small Business Services (SBS) the 2018 Brooklyn Entrepreneur Award. Achieved 1st prize award at the Brooklyn Public Library's PowerUP! Business Plan Competition 2016 \$15,000 prize

Racial Equity Trainer, Facilitator

2017 to present The Center for Racial Justice in Education (formerly Border Crossers), *New York, NY*

- Facilitated discussions, training, and strategic planning sessions around issues of race, power, and privilege and offer strategies for educators and administrators to create more equitable spaces with critical reflection on the role of shaping personal and organizational biases and decision-making.

Equity, Diversity, & Inclusion Facilitator & Professional Development Trainer

2016 - 2018 The New School *New York, NY*

- Consultation and Support for The New School, Drama & Theatre Department - BFA & MFA Program
- Provided Student and Faculty Trainings & Workshops: Understanding Power, Privilege & Micro-aggressions - Building Anti-Oppression Culture into the Classroom, Developing Inclusive & Brave Space in Rehearsal

Social Justice & Outreach Director

2015 to 2017 Brooklyn Free School, *Brooklyn, NY*

- Organized and Supervised school-wide initiative professional development and community events focused on democratic decision making, social justice actions, leadership development, diversity and inclusion, and organizational change. (*BFS: 80 students, 7 teachers, 5 Staff*)
- Served as a member of the Executive Cabinet to support and consult as a thought partner with the Executive Director on the school's social justice centered mission and growth confronting societal oppressions showing up in the schools culture (particularly those related to race, class, gender, and sexual orientation)
- Developed weekly Adult and K-12th grade learner-centered Social Emotional Learning (SEL) and Social Justice Curriculum and Training using anti-racism frameworks and community building tools.

Program Director, After-School Enrichment, Social Services, College & Career Counseling

2007 - 2011 Seven Tepees Youth Program, San Francisco, CA

- Managed multi-site and multi-team program development, curriculum design, and direct services through coordinating operation of Transition to Adulthood Programs: (a)COLLEGE NOW! College Center, (b)College Now Homework Club/Credit Recovery program, (c)Scholarship Program
- Created structure to maintain client records, staff development/training and annual operated budget of employee salaries, student scholarship distribution and operational expenses.
- Served as Liaison with high school administrators, CBOs/Agencies and local colleges for program development, student college applications, recruiting interns and program volunteers.
- Facilitated weekly 90-minute personal development/college and career classes at each high school site, Led parent seminars related to youth employment, financial aid, and access to higher education, supervise college tours & high School campus events.

EDUCATION

Fellow - Summer Institute for Teachers & Educators

National Endowment of History & Museum of Chinese in America, *Manhattan, NY Summer 2016*

- Collected research and data on the Chinese Exclusion Act and Immigration in America through National Endowment for the Humanities Summer Institute. Developed pedagogical approaches for integrating primary materials and artifacts of unique objects and original documents into K-12 school curricula. Researched historical and new perspectives on the history of immigration, citizenship, and what it means to be American.

Masters of Arts Degree in International & Multicultural Education: Human Rights

University of San Francisco, *San Francisco, CA, 2012*

- Conducted research and examined Social Emotional Learning, Critical Race Theory, Cultural Responsiveness and Critical Pedagogy
- Social Justice Activist: Connected grass-roots organizations and university students to solidify supporting partnerships and garnering attention for key messaging for school-wide awareness and equity action campaign for UPWARD BOUND programming.
- AMERICORPS Fellow - Teacher Education for the Advancement of a Multicultural Society (TEAMS) program: Student Leader in service of public schools addressing the critical shortage of teachers of color in Bay Area urban communities and schools.

University of California, Berkeley (Extension) 2010

Certificate: Professional Program in Child & Adolescent Treatment

- Evidence-Based Psychotherapy Treatments for Children and Adolescents
- Diagnostic Evaluation and Treatments for Psychiatric Disorders in Children and Adolescents
- Treatments for the Traumatized Child ASD (Autism Spectrum Disorders)
- Childhood Anxiety Disorders Across the Lifespan: Cognitive-Behavioral Assessment and Treatment

Bachelor of Arts Degree in Pan-African Studies

California State University, *Northridge*, CA 2005

- Conducted research design and methodology to examine evaluate and analyze the political, social-historical and cultural perspectives of the African Diaspora and African-American communities
- Department Research Assistant, Black Graduation Commencement Speaker, President of the Pan African Council as well as founded, developed and coordinated California State Univ Northridge 1st Annual Pan African “Embracing Womanhood” Youth Conference

PROFESSIONAL DEVELOPMENT & TRAINING

Emergent Strategy Ideation Institute, *Brooklyn*, NY 2019

2019 Brooklyn Emergent Strategy Ideation Institute & 2019 Detroit Facilitator Training

(1) Transformative Practices to experiment, think, facilitate, learn and share emergent strategy. (2) Build movement capacity to create a more just and equitable world through facilitation, training, coaching, and strategy development. - Principles include: adaptation, collaborative ideation through interdependence and decentralization, creating more possibilities, nonlinear and iterative change, fractal thinking, transformative justice as resilience.

CAMBA Small Business Services, *Brooklyn*, NY 2016

(1) Business Development 101 (2) Comprehensive Business Plan - 10 week course (3) Small Business Finance and Accounting (4) Developing A Brand 101

New York Collective of Radical Educators Inquiry to Action Groups (ItAGs), *Brooklyn*, NY 2016

Critical Educational Leadership: Sustaining learning environments of social justice and revolutionary education

2014 Ancient Song Doula Training & Certification, *Brooklyn*, NY

- (1) Labor Doula Training
- (2) Childbirth Education

2014-2016 Sacred Vibes Apothecary, *Brooklyn* NY

The Art and Practice of Spiritual Herbalism – From Foundations to Clinical Practice

Eight-Month Apprenticeship: radical theories of self-healing, twelve-week study of the Foundations of Plant medicine, indigenous and traditional healing approaches, see volunteer clients, maintain our community medicine wheel, learn botany, harvesting, and processing

Level 1 - The Foundation: The Study of Healing with Plants

Level 2 - Initiation: The Art of Healing with Plants

Level III - Community Involvement and Service

CompassPoint Nonprofit Services, *San Francisco*, CA 2009-2010

- (1) Budgeting for Programs, Grants, and the Organization
- (2) Grant Writing Essentials
- (3) Supervision-Helping
- (4) People Succeed
- (5) Time Management with Mission in Mind

McDonough Holland & Allen PC, Oakland CA 2007

AB1234 Public Service Ethics Education

PESI Health Care, Oakland CA 2007

Strategies for Positive Outcomes from Challenging behaviors

PROFESSIONAL MEMBERSHIPS

2004-2007 Board Member & Program Representative

Just Think Foundation, *San Francisco, CA*

- In quarterly meetings ensured organizations mission, values, and vision
- Contributed to long range planning for the organization structure
- Evaluated organizational effectiveness
- Speaker at Just Think Foundation's "Youth, Media & the Power of Communication" Conference
(Keynote Speaker: Dr. Maya Angelou Audience size 3,800)
- Facilitated workshops with Media Literacy Flipping The Script curriculum as an advocate for an outreach campaign to accompany the national broadcast of a 60-minute documentary on the impact of hip hop music and culture on young people

(Audience: Corporation for Public Broadcasting Executives, Educators and National Organization Leaders)

2006-2007 Board Member/Public Official

Marin City Community Services District, *Marin City, CA 1 Year*

- Set district policies and assisted in development of annual budget
- Served with planning committee for community council and recreation services development facilities, and
- Shared responsibility for delegating and managing the duties of the District Manager

Cathleen Antoine-Abiala
917.684.0734 | thirdcat.ca@gmail.com

PROFESSIONAL EXPERIENCE

Partner, Restorative Justice Facilitator/Consultant, Restorative Practice NYC 2019-present

Co-create and facilitate restorative practice spaces with communities and organizations to better ground their understanding of RJ, examine shared histories and re-imagine what it means to evolve as an institution. Coach and support leaders at non-profit organizations, higher education settings and other professional communities to actively engage using an RJ inquiry model to design more authentic and actionable equity and anti-racism commitments and plans.

Racial Equity Strategist/Coach, RE-Center, Race & Equity in Education 2021-present

Plan and organize learning, capacity-building and accountability measures for organizations both in the private and public sector focused on racial equity and anti-racism work. Provide ongoing coaching for various professional communities, including advocacy groups, foundations, local and national professional associations, school districts and state level partners. Collaborate with RE-Center team members to design and facilitate a wide-range of community-centered and professional learning experiences.

Facilitator/Consultant, True North EDI 2020-present

Cultivate interactive and robust learning environments that support participants to think creatively and gain new insights into their collective challenges and uncover opportunities for growth. Help folks to recognize how race and systemic inequities operate within our culture and society, in our everyday relationships and interactions and fully weigh the impacts for community and institutional transformation.

Education Consultant/Racial Equity Coach, NYU Metro Center for Strategic Solutions September 2016-present

Design and provide professional development to schools, districts and local agencies to address challenges related to equity that impact child development and student outcomes. Support teachers and staff in developing critical pedagogy and sustaining culturally responsive classroom practice that positively effects academic skills development. Work collaboratively with team members to create resources and tools to meet organizational needs.

Education Consultant, CREADnyc, Culturally Responsive Educators of the African Diaspora August 2017-May 2018

Designed and co-facilitated curriculum development workshops for NYC K-12 educators. Coached and supported teachers in reflective classroom practice and in culturally relevant unit design and implementation. Researched and designed content materials and guides. Wrote and edited original content for CREADnyc blog.

FILM

Executive Producer, African Odyssey: Ancestral Memories (2017)

This short film captures the journey of a Haitian American woman during her first visit to Benin, West Africa. She travels into the troubling depths of the Trans-Atlantic Slave trade and emerges reclaiming a new identity.

Film Honors

- National Premiere, Richard Beavers Gallery 2017
- International Premiere, Port Au Prince Start-Up Week 2017
- Super 9 Mobile Film Fest 2017, Official Selection, Porto, Portugal
- In-Short Film Festival 2017
- African Smartphone International Film Festival 2017 Official Selection Lagos, Nigeria

- Best Short Documentary, Black Laurel Film Festival 2018, Oakland, CA
- Women of the Lens Film Festival 2018 Official Selection London, UK

LEADERSHIP EXPERIENCE

September 2006-January 2016

Co- led school-based implementation and facilitation for the Writing is Thinking and Strategic Inquiry initiative. Designed and facilitated the turnkey of professional development opportunities for staff members across content areas. Served on the professional development committee to identify and provide targeted opportunities in alignment with school improvement goals. Served on 21st Century grant writing team responsible for funding various afterschool programs. Developed community partnerships with the Weeksville Heritage Center and the Center for Black Literature at Medgar Evers College to design and implement specialized courses at Boys and Girls High School. Planned and coordinated academic and cultural enrichment activities for students in the Early Scholars Academy, including National Honors Society activities.

TEACHING EXPERIENCE

Adjunct Professor, NYSCAS, Touro College

September 2016- May 2017

Designed and implemented rigorous instruction in college writing. Provide timely and actionable feedback to help students achieve writing goals. Maintain accurate records, student evaluations and other course-related information.

English Teacher/Teacher Mentor, Grades 9-12 Automotive High School

September 2015- Feb 2016

Collaborated with grade team members to implement and differentiate EngageNY curriculum units and periodic assessments. Mentored new teachers, focusing on standards-based lesson design and classroom management strategies. Provided individualized and small group tutoring focusing on preparation for the Common Core and Comprehensive Regents exams.

Lead English Teacher, Grades 9-12 Boys & Girls High School

September 2003-June 2015

Collaborated with grade team members to revise, design, differentiate and implement curriculum units, periodic assessments and inquiry-based instruction. Revised various grade curricula to align to the NYS and Common Core State Standards. Provided individualized and small group instruction focusing on differentiated instruction. Utilize various reading assessment instruments to guide implementation of literacy curriculum. Provided after-school instruction in literacy and historic preservation in partnership with the Weeksville Heritage Center. Participate in on-going professional development activities on-site and on the district level. Provide tutoring in preparation for Regents exams.

EDUCATION

Master of Arts, Sociology of Education Teachers College, Columbia University

May 2000

Bachelor of Arts, English & American Literature New York University

January 1997

PROFESSIONAL CERTIFICATION

Certificate of Teaching English 7-12

NYS Permanent Certificate

January 2007

PROFESSIONAL DEVELOPMENT & COMMUNITY ACTIVITIES

- Consent, Gender and Power, Spring Up Fall 2021
- Foundations in Somatic Abolitionism, Education for Racial Equality Fall 2021
- Intensive Instructional Coaching with Jim Knight, Lawrence, KS Summer 2018
- Teachers College, Columbia University Leadership Institute for School Change Fall 2015



DEREK HALL

Passionate | Inspiring | Purposeful



860 778 1613



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Hartford, CT

EXPERTISE

- Strategy Development
- Project Management
- Workshop Facilitation
- Team Management
- Organizational Planning
- Youth Development
- Curriculum Design
- Community Engagement
- Public Relations
- Empathetic Leadership
- C-Suite and Executive
Level Communication

PROFILE

Experienced program director, racial justice educator, intergroup dialogue facilitator, and dynamic public speaker with strengths in restorative justice practice, non-violent communication, equity diversity & inclusion (DEI) curriculum development, and anti-racist community building. Centered on social justice values and praxis, Derek Hall is known for engaging youth and adult participants in head and heart centered critical thinking work as well as behavioral shifts toward inclusivity and embodied equitable practice.

WORK EXPERIENCE

Program Director at The Discovery Center
RE•CENTER | Hartford, CT | 2014 - 2019

RE•CENTER works in partnership with youth, families, schools, and communities to facilitate nurturing spaces where people can understand and challenge systemic racism and oppression. We provide facilitated training and discussion for individuals, including students, teachers, administrators, parents, and community members on an internal, and interpersonal level, and include the context provided by examples of institutional, and ideological/cultural racism.

Administration & Leadership

- Directed a residential camp program focused on diversity and social justice education and team building that served administration and students in Connecticut's Greater Hartford area.

Facilitation

- Co-developed and led hundreds of racial consciousness raising workshops for students, teachers, administrators, non-profit professionals and philanthropists ranging from Introduction to Equity to Equity in Practice and finally Equitable Transformational Change in Institutions.

Program Development

- Developed residential camp diversity program curriculum servicing over 1,000 youth a year.
- Created unique anti-oppression, anti-racism workshops for students, administrators, and teachers.

Supervisory Experience

- Interviewed, hired, trained and supervised 20+ rotating residential camp staff. Cultivated a community of predominantly black & brown facilitators/counselors to run the residential camp program.

HIGHLIGHTS

15+ years of experience in building equity and inclusion strategies.

Known as a community advocate for social and racial justice.

Passionate about creating inclusive and empathetic environments.

TRAINING

Introduction to Transformational Intergroup Dialogue Facilitation

Temple University | May 2016

PACE (Personal Approach to Change and Equity) Workshop Level 1

Visions Inc. of Boston | June 2015

World of Difference Train-the-Trainer Education Program

Anti Defamation League | May 2008

INTERESTS

- Poetry & Storytelling
- Hiking
- Graphic Novels
- Live Music

WORK EXPERIENCE CONT.

EQUITY STRATEGIST & COACH

RamizHall Consulting | Global | 2017 - PRESENT

A consultancy firm that provides trainings, workshops, and coaching to organizations, institutions and individuals looking to reframe their work through an anti-racist and anti-oppression lens.

- ScriptFlip Equity Team Developer & Consultant
- Partners for Collaborative Change Consultant
- RE•CENTER Race & Equity in Education Consultant

KEYNOTE SPEAKER & FACILITATOR

RamizHall Consulting | Global | 2017 - PRESENT

Academic Presentations at Local & National EDI Conferences:

- The National Coalition on School Diversity (2017)
- The Ford Foundations K-12 School Integration Convening (2017)
- State Education Resource Center's "Dismantling Systemic Racism" Conference (2017 & 2018)
- Harvard Graduate School of Education's "Beyond Desegregation: Promising Practices for Diverse & Equitable Schools" Conference (2018)
- The National Education Association's Minority & Women's Leadership Conferences (2018 & 2019)

Keynote Addresses & Intergroup Dialogue Facilitations:

- Boys & Girls Clubs of America Women and Men Leadership Conference
- Manchester High School Diversity Day
- Classical Magnet Graduation
- Farmington High School's Diversity Week
- Lead Facilitator: Plainville's "How to Be an Ally" Assembly
- Organizer, Lead Facilitator and Moderator: Connecticut Racial Profiling Report Community Forum
- Organizer, Lead Facilitator and Facilitation Trainer: #BLACKLIVESMATTER Police Brutality in Hartford CT Forum
- Lead Facilitator: "Black Panther & Beyond: A conversation on race, afrofuturism and speculative fiction" @ Real Art Ways
- Lead Facilitator: KiPP Kansas City's All Staff Retreat "Beyond Diversity"

JEANNINE KING

346 Montgomery Street #C6, Brooklyn, NY 11225, 347-416-2072, kingjeannine@gmail.com

EDUCATION

- Long Island College**, Brooklyn, NY 2007 - 2011
Masters of Science – Special Education
- University of Texas - Austin**, Austin, TX 1993-1999
Bachelor's of Science – Anthropology

EXPERIENCE

- Bronx Community Charter School**, Bronx, NY 2009 – present
Director of Student Support

- Coordinated special education programming for all grades
- Collaborated with Co-Directors to manage daily operations of the school
- Led professional development about various topics related to special education
- Led professional development about school and classroom culture with an emphasis on management and supporting social/emotional learning
- Revised and enforced school-wide discipline policy based on ideas from the Responsive Classroom curriculum as well as restorative justice principles
- Collaborated with members of the Committee on Special Education(CSE) for District 10 to initiate related services each school year
- Co-led annual, initial, triennial and re-evaluation meetings for exceptional learners with a team of CSE members
- Collaborated with various agencies to arrange for and supervise related service providers
- Initiated 2-3 week support cycles for all classrooms around co-teaching in 2014-2015 school year
- Led weekly Special Education Team meetings which included time for professional development on various topics as well as a child study to look at specific students and generate ideas about ways to support their needs
- Met with families throughout the school year to address specific needs/questions about their special education and social/emotional needs
- Collaborated with Co-Directors to plan 2 week pre-service institute over the summer
- Collaborated with the Middle School Directors to plan for an implement special education programming and services for the middle school
- Worked with one of the Co-Directors to develop anti-racist PD which led to the creation of a Social Justice Committee(SJC) as well as a Director of DEI

Special Education teacher: 2nd (2009-2011); 3rd (2011-2012)

- Collaborated with teachers in various grades to differentiate instruction which led to general students improving in math and reading on average by a year; implemented strategies to ensure that special education students met or exceeded IEP goals and students improved in reading and math on average by 6 months
- Analyzed informal and formal assessments with other teachers to determine learning goals for students in both reading and math
- Led small group instruction and assisted students one-on-one in reading leading guided reading and word study groups and in math led centers
- Collaborated with other teachers to create a “Food Study” curriculum which included trips to farms, community gardens, and planting at the school
- Collaborated with other teachers to create an “Eastern Woodland Native American” curriculum which included trips to museums across the boroughs and worked with students to create products like murals, 3-D models, and multimedia presentations that represented their learning
- Collaborated with teachers to create a “New Amsterdam” curriculum which included walking trips around lower Manhattan as well as trips to museums across the boroughs
- Facilitator – Race, class, and gender professional development: worked with a co-director and diversity consultant to construct professional development around issues of identity; co-led professional development with other classroom teachers

Progressive Education Network (PEN) *Co-chair, Site Visits Committee*

September 2014 – October 2015

- Co-led monthly committee meetings to coordinate visits to schools for the PEN National Conference 2015

- Acted as liaison to schools who would be hosting visitors and disseminated information as the conference was planned and answered any and all questions with regards to their involvement
- Collaborated with other committees to link school visits with place-based experiences and registration details

Progressive Education Network (PEN)

October 2015

Panelist, The History and Future of Progressive Education in New York City

- Member of a panel that included Deborah Meier, Michelle Sola, Taeko Onishi and was facilitated by Michelle Fine and discussed shifts/trends in progressive education in New York City within district, charter and independent schools

PS 27 – Agnes Y Humphrey School for Leadership, Brooklyn, NY

2004 - 2009

Special Education teacher: 5th (2004-2006); 6th (2006-2007); 4th (2007-2009)

- Collaborated with teachers in various grades to differentiate instruction which led to general students improving in math and reading on average by a year; implemented strategies to ensure that special education students met or exceeded IEP goals and students improved in reading and math on average by 6 months
- Analyzed informal and formal assessments with other teachers to determine learning goals for students in both reading and math
- Facilitator – Race and Class Study Group (2006-2008): Created space for 15 teachers to safely ask questions and talk about issues around race and class; worked within the study group and other professional development to address school concerns around issues of race and class; developed relationship with the Metropolitan Center for Urban Education; initiated efforts to create “culturally responsive” best practices
- Grade Leader – 5th grade (2005-2006): facilitated bi-weekly meetings to plan curriculum and weekly meetings with a group of 8 teachers; revamped 5th grade curriculum which integrated the arts into a social studies unit about the island of Hispaniola and culminated in a performance with the Dancing in the Streets program where the students performed a traditional Haitian Ra-Ra that they created

Little Red Schoolhouse, New York, NY

2002-2003

Assistant Teacher, 2nd grade

- Collaborated with a 2nd grade teacher to create a nurturing, supportive environment for all students
- Co-planned and assisted in differentiating lessons for all students
- Led small group instruction and assisted students one-on-one in reading leading guided reading and word study groups and in math led centers

PS 125 – The Ralph Bunche School/Teach For America, Harlem, NY

2000-2002

5th grade general education teacher

- Implemented and supplemented the 5th grade curriculum and adapted it to meet the needs of different learners
- Acted as co-grade leader for the 5th grade; scheduled monthly grade team meetings to plan curriculum and discuss classroom problems/issues
- Planned and led a community tour of Harlem to new Teach For America corps members and returned to my alma mater and participated in recruitment efforts
- Project Step, Co-chair (2001-2002): co-chaired a committee charged with creating a guide book for new teachers in District 5; authored a section on long-term and short term planning
- Poetry Activity specialist, 3rd – 6th grade, Ujima Afterschool Corporation (2000-2001): created a 10 week poetry curriculum that was implemented with groups from 3rd to 6th grade; led groups from the program to participate in school-wide programs in which students performed their own poetry or interpreted the work of other poets

SKILLS & INTERESTS

- Skills – Wilson Language System Training and Schools Attuned Training
- Interests – cooking, travel

Jillian McRae

7 Atlas Place • Mount Vernon, N.Y. 10552 • 914.261.8423 • jillian.mcrae@gmail.com • jillianmcrae.com

Teaching Experience:

Sept. 2001-present

English Teacher, Grades 9-12, Ossining Union Free School District, Ossining, NY

Classroom Instruction and Curriculum Development

- Plan and instruct 9-12 grade students in diverse genre English courses.
- Created and instructed credit bearing college level courses offered through The University at Albany and Syracuse University.
- Created and instructed senior elective courses:
 - “Once Upon an Island: A Study of Caribbean Literature”
 - “Popular Culture and Literature”
 - “Film & Literature: Myth, Madness, & Monsters”
- Co-created and co-instruct interdisciplinary credit bearing college level courses:
 - “Doing Time: Crime and Punishment in the United States” (AHIS 220)
 - “The Black Experience through Literature & History” (AAFS 219)
 - “Racism, Classism, Sexism: A Popular Approach” (AAFS/ALCS/AWSS 240)
 - “Whiteness Studies: Power & Privilege”
 - “Topics in Latin American & Caribbean Studies” (ALCS 201)
 - “Crossing Borders- Race & Culture in the Modern World (ACAS 141)
 - “Independent Study- Senior Thesis Project”
- Provide New York State Regents, Common Core and SAT preparation for all students.
- Develop and implement curriculum and daily lesson plans for novels, poetry, short stories, and non-fiction according to English Language Arts and Common Core Standards.

Sept. 2020- June 2021

Equity Co-Coordinator, Ossining Union Free School District, Ossining, NY

- Coordinate professional development and curriculum writing with equity leaders and facilitators k-12, with a special focus on secondary schools, educators, and students.
- Provide the Ossining Board of Education and the larger Ossining community with updates, data profiles, and revised/new curricula with a culturally relevant and sustaining focus.
- Establish and maintain community partnerships with Ossining stakeholders including the Parent Teacher Association, and various community interest groups.

Sept. 2018- June 2021

Instructional Coach, Ossining High School, Ossining, NY

- Design, develop and implement professional learning workshops for teachers and administrators throughout the school year.
- Provide classroom support via mentorship, co-teaching, sharing of best practices and teaching strategies with classroom teachers through a three step coaching cycle.
- Design, develop and implement professional development teaching strand, “Culturally Responsive + Sustaining Education,” for classroom teachers, counseling, and support staff for specialized professional development workshops.

Additional Activities, Ossining High School, Ossining, NY

- Serve as a committee member and school leader for the district-wide Equity Task Force with New York University Metropolitan Center for Research on Equity. Initiate and maintain Affinity groups for faculty members, 2016-2021.
- Serve as a building leader and facilitator for the Equity Committee, 2017-2021.
- Provide faculty meeting workshops, new learning opportunities and professional development using equity and Culturally Responsive Education as a lens for all school faculty, 2017-2021.
- Serve as a mentor for students in the SELF Internship Program, 2004-2016
Meet with students on a weekly basis to discuss and examine their progress at their internship site. Review and respond to student journals. Assist in the planning and organization of student presentations.
- Black Culture Club Advisor, 2003- 2006
Served as a mentor for students of color, assisted in college planning, organized trips to college campuses, art events, and museums. Conducted weekly meetings with students. Organized district-wide events such as the Kwanzaa Celebration, African American Poetry Festival, and Faculty & Staff Talent Show.

Jillian McRae

Consulting Experience:

Aug. 2021- present

Diversity, Equity, and Inclusion Consultant, Rehabilitation through the Arts, Purchase, NY

- Assist, advise, and collaborate with RTA to assess their current DEI practices and framework through a variety of methods including but not limited to surveys, workshops, and interviews.
- Create, deliver, and facilitate programming and workshops for the RTA community (teaching artists, board members, and staff) that analyzes historical underpinnings of systemic policies, and implements DEI strategies, action plans, and reflective spaces.
- Update and maintain the RTA DEI learning space, rta-dei.com.

Aug. 2021-present

Racial Justice Strategist and Coach/Consultant, [Re-Center Race & Equity in Education](#), Hartford, CT

- Create, deliver and facilitate workshops related to the diversity, equity and inclusive needs of the California Teachers Association and the National Educators Association, specifically with the Leaders of Color Pathways Project and the Women + Minority Leadership Training divisions.

Aug. 2021-present

Racism, Classism, Sexism Consultant, Horace Greeley High School, Chappaqua, NY

- Co-plan, create and facilitate training sessions for Horace Greeley educators who plan to teach “Racism, Classism, Sexism: A Popular Approach” beginning in the 2022-23 school year.
- Model lessons, assessments, and curricula for educators and provide feedback for their curriculum development.

Jan. 2022-present

Education Consultant, [Nobis Project | The Legacy of Early African Americans & the Gullah Geechee People](#),

A National Endowment for the Humanities Landmarks of American History and Culture Workshop, Savannah, GA

- Facilitate workshops, experiential learning, and critical scholarship opportunities for selected attendees of the NEH program. Collect and curate lesson plans and curricula for the NEH EDSITEment resource site.

Instructor Experience:

Sept. 2021-present

Instructor, Green Haven Correctional Facility, Stormville, NY 12582

- Instruct SL 110, a cultural diversity course, to incarcerated men enrolled through [Hudson Link](#) and Columbia Greene Community College.

Sept. 2008-May 2011

Instructor, English Education Department, Teachers College, Columbia University, New York, NY

- Instruct, guide and facilitate student teachers in Phase I student teaching seminar, Phase II student teaching seminar, and Diversity in the Context of the English Classroom, compulsory graduate courses for English Education M.A. students.
- Instructed English Education M.A. students in Diversity in the Context of the English Classroom during a three-week summer institute through the In-Step program at Teachers College during the summers of July 2009 and July 2010.

Education:

May 2000-2001 **Teachers College, Columbia University**, New York, NY
Masters, English Education, May 2001

1995- 1999

University at Albany, Albany, NY

Bachelor of Arts, in English, Double Minor in **Urban Education & Africana Studies**

May, 1999 Magna Cum Laude

1999

Universidad APEC, Santo Domingo, Dominican Republic

Post-undergraduate studies in Spanish, Dominican History and Culture and African Heritage in the Caribbean

Jillian McRae

Professional Development & Awards:

- Advisory Board Member, Ossining Allyship Collective, 2020-present
- [Partnership/Education Ambassador](#), [Partnership for the Future of Learning](#), 2018-present
- Nobis Facilitator at Emory University's Center for Civic and Community Engagement, 2019, provided a social justice framework related to service learning for Emory University staff.
- Co-presenter and facilitator, ""Talking About the Hard Stuff: Confronting Issues of Race, Class, Gender and Language," at the Decolonizing Education Conference through the NYU Metro Center, 2017
- Presented at the University in the High School Program Humanities & Social Sciences Conference:
 - "Analyzing the Image," 2016
 - "The Inconvenience of Being Black in a Post-Racial Society," 2015
 - "Living on the Hyphen: Language, Identity, & Marginalization," 2014
 - "Subverting the Gaze: The Single Story & the Subordination of Truth," 2013
 - "Talking About the Hard Stuff: A Cross Disciplinary Approach to Discussions on Race, Class, and Gender," 2012
- Presenter at the Ossining High School New Teacher Orientation Program, 2011-2020
- Adjunct Instructor, English Department, University at Albany, 2002-present
- [Co-facilitator](#) of [The Nobis Project](#): Building Global Solidarity: Listen, Witness, and Learn from Visionary Community Partners in Nicaragua, July 2017
- Co-facilitator of The Nobis Project: Preserving African-American & Gullah History in the Lowcountry, Savannah, Georgia, July 2016 and July 2017

Media:

- Feb. 2021 ["Teaching the "-isms": Students Lived Experiences in Context"](#), Ethical Schools podcast
- Jan. 2021 [Ossining Allyship Collective - Community Memory with Jillian McRae](#), podcast
- April, 2020 [Education Interview of the Month: Christopher Saldaña Interviews Educators and Activists About Educational Equity During the Pandemic:](#)
Christopher Saldaña, Jillian McRae, Ann Dealy, Saa'un Bell, Kyle Serrette, and Keith Catone, National Education Policy Center, podcast
- Nov. 2018 Culturally Responsive Education, CRE HUB, ["Race Conversations in the Classroom"](#) Documentary Clip
- April, 2017 [OPACC \(Ossining Parents Advocating Collectively for Our Children\) Student Panel](#) Facilitator
- March 2017 ["What's Race Got To Do With It"](#) Documentary Discussion Panelist, Ossining Public Library with SUNY Racism, Classism, Sexism Students
- February 2015 [Brothers of the Blacklist](#) Viewing and Discussion Panelist, Ossining Public Library
- 2011 [The Teacher](#), Documentary clip

Publications:

- Oct. 2021 ["Conversation with a Culturally Responsive-Sustaining Educator About What it Means and What it Looks Like"](#) Re-Center Interview
- Jan. 2019 ["To Nicaragua With Love"](#) Blog post about Global Citizenship and Social/Political Action published by Wandering Educators

Certificates:

- Sept. 2006-present Permanent Teacher Certificate, English 7-12

KETURAH D. PROCTOR (she|her)

ORGANIZATIONAL LEADERSHIP | RACIAL JUSTICE STRATEGIST | CURRICULUM & INSTRUCTION
(914) 772-8897 kproctor1517@gmail.com @kproctor1517

EDUCATION

Bank Street College - M.Ed. Educational Leadership, 2021

Fordham University - M.S.E. Curriculum and Teaching, 2003

Syracuse University - BS Inclusive Elementary & Special Education, African American Studies, 2000

Columbia University, Teachers College - Education Policy Leadership Program, 2022

CERTIFICATION

New York State School District Leader: Professional Certificate

New York State School Building Leader: Initial Certification

New York State Elementary Education (N-6): Permanent Certification

New York State Dignity for All Students Act (DASA)

PROFESSIONAL EXPERIENCE - ORGANIZATIONAL LEADERSHIP

Elmsford Union Free School District (EUFSD)

Director of Diversity, Equity and Inclusion (2021 - Present)

The Director of DEI is responsible for leading from a systems level, engaging in processes such as root cause analyses and developing theories of action in order to bring forth systemic change. The Director of DEI is also responsible for collaborating with stakeholders in order to engage in strategic efforts to bring forth transformative change through programming options, content development, data analysis, professional development, scheduling and through fiscal management.

- ❖ Led multi-stakeholder team to develop vision statement to align to district values and accountability
- ❖ Developed and implemented long term and short term District Equity Recommendations in the following areas: Communication, Climate Consciousness, Professional Learning, Student Equity Leadership and Curriculum
- ❖ Participated in Strategic Planning through consensus building to develop a District plan and building level goals
- ❖ Collaborated with district leadership to implement Board of Education approved Equity Recommendations
- ❖ Outlined equity and racial justice goals specifically for the EUFSD Strategic Plan (district and building plans)
- ❖ Collaborated with district leadership to develop district wide Equity policy
- ❖ Created *Action and Change in Elmsford* (ACE) to serve as level-setting vehicle for district wide and building level equity and anti-racism work
- ❖ Served as lead facilitator and presenter of multi-stakeholder District Equity Team (DET)
- ❖ Curated resources and developed content for all district equity work, District Equity Team (DET) meetings
- ❖ Facilitated ACE professional learning for new employees with DEI focus

- ❖ Implemented accountability measures that aligned with District Equity Policy and District Equity Recommendations
- ❖ Collaborated with stakeholder groups in organizational development, restructuring processes, procedures and to develop district wide programming with an anti-racist lens.
- ❖ Set and measured outcomes of annual goals that ensure equity, access and inclusion through data collection and analysis
- ❖ Created and implemented structures that ensured a welcoming and affirming environment for students, staff and families.
- ❖ Developed and implemented anti-bias, anti-racist professional learning environment
- ❖ Conducted data analysis related to Equity and Belonging from students, staff and families
- ❖ Utilized data results to inform short term and long term planning
- ❖ Established a regional equity consortium with local school districts to foster ongoing learning/unlearning opportunities for district & building leaders to build their capacity in the areas of equity, inclusion and social justice
- ❖ Participated in regional equity leadership trainings, convenings
- ❖ Established Building Equity Teams (BETs) at the primary, elementary and high school level
- ❖ Facilitated professional learning for BET members in a “train the trainer” model
- ❖ Coordinated, curated and facilitated Building Equity Team meetings, resources, etc.
- ❖ Developed scope and sequence of program offerings to build the capacity of faculty and staff in the areas of Anti-Bias, Anti-Racism and Culturally Responsive Teaching
- ❖ Managed all of the scheduling logistics of setting BET and ACE meetings
- ❖ Created ACE Equity Fellowship: Anti-Bias & Anti-Racist Theory and Fellowship
- ❖ Planned and facilitated Action & Change Equity Fellowship sessions
- ❖ Applied current research and theory to optimize the teaching and learning experience for adults and students
- ❖ Conducted a needs based analysis to restructured the new staff orientation experience and mentoring program
- ❖ Conducted Program Reviews to restructure programmatic offerings, evaluate effectiveness, make staffing recommendations and determine fiscal considerations
- ❖ Fostered relationships with out of district partnerships to support professional development

PROFESSIONAL EXPERIENCE -CURRICULUM & INSTRUCTION

Elmsford Union Free School District (EUFSD)

District Curriculum Coordinator (2021 - Present)

Elementary Curriculum Coordinator (2015-2021)

General Education Teacher, 6th Grade Math and ELA (2002 - 2021)

Special Education Teacher, Middle School (2000 - 2002)

The District Curriculum Coordinator is responsible for developing curriculum and shaping instruction through data informed decisions all while ensuring that the work is culturally responsive. This work integrates an Anti-Bias, Anti-Racist pedagogical lens to the development of curricular resources, implementation and review. The District Curriculum Coordinator ensures the effective operations of each of our buildings, including all aspects of scheduling, programming, supervision and budgeting in partnership with the building principals.

- ❖ Directed and organized the development of culturally responsive curriculum Pre K-12
- ❖ Analyzed student academic data and performance to restructure instructional programming
- ❖ Supported building leaders and instructional staff in creating welcoming and affirming learning environments that are racially diverse and welcoming of linguistic and cultural diversity, gender inclusivity and (dis)ability.
- ❖ Conducted curriculum audit to determine the degree of culturally responsiveness of instructional resources
- ❖ Collaborated with consultants, specialists to refine and develop programming
- ❖ Developed and implemented curriculum and instructional material that reflects the study of and contributions of and impact of social movements in the following areas: The African Diaspora, Hispanic/Latinx people and culture, Indigenous people and culture, LGBTQ+ studies and social movements, people with (dis)abilities.
- ❖ Planned and facilitated Curriculum Council meetings, K-12, to support horizontal and vertical instructional alignment.
- ❖ Created alignment in instructional expectations K - 12
- ❖ Supported instructional practices through coaching and mentoring
- ❖ Collaborated with teachers to develop instructional experiences that centered anti-racism
- ❖ Coordinated 5 - 8 literacy focus programmatic alignment to address literacy development of students in the middle grades
- ❖ Organized and conducted programmatic review and restructuring of primary/elementary Dual Language Program
- ❖ Facilitated curriculum pilot for Dual Language Program
- ❖ Facilitated professional learning workshops, courses to support best practices, curriculum development and revision and instructional support.
- ❖ Actively researched pedagogy, curricula and best practices that advanced the district's goals of equity, social justice and inclusion
- ❖ Redesigned elementary building schedule to create 3rd & 4th Grade Humanities and STEM instructional blocks
- ❖ Partnered with building leaders to design building schedules
- ❖ Planned and implemented Humanities/STEM Learning Blocks in grades 3-4
- ❖ Added MTSS learning period for all elementary students
- ❖ Created Spanish Lab grades 3-4
- ❖ Developed and implemented 'Team Time' period for grades 3-6
- ❖ Created EUFSD Instructional Templates to provide uniformity and consistency in instruction ([*EUFSD Unit Design Checklist*](#), [*EUFSD Unit Pacing Guide*](#), [*EUFSD Lesson Components*](#), [*EUFSD Instructional Best Practices*](#))
- ❖ Collaborated with consultants, specialists to review and reconstruct current instructional programming
- ❖ Organized New Teacher Orientation
- ❖ Restructured Superintendent Conference Opening Days to provide for targeted professional learning
- ❖ Supported new teachers and current staff with instructional strategies
- ❖ Facilitated 'Student Choice' Professional Development for Faculty and Staff
- ❖ Achieved exemplar growth scores based on EUFSD District APPR plan
- ❖ Facilitated May 2022 Family Engagement Night

- ❖ Supported NYSED Standards and Implementation Timelines (ELA, Math & Science)
- ❖ Coordinated Summer Curriculum planning for teachers
- ❖ Developed EUFSD Professional Development Plan (2021- 2023)
- ❖ Developed ACE Equity Fellowship (Anti-Bias, Anti-Racist Theory & Pedagogy)
- ❖ Facilitated instruction for ACE Equity Fellowship

PROFESSIONAL EXPERIENCE -INDEPENDENT CONSULTANT

As a Racial Justice Strategist and Coach, as well as a Professional Learning Consultant, work with school districts, agencies and organizations, locally and nationally, to support building racial literacy, understanding of ABAR theory and pedagogy, as well as engaging in systems analysis, organization and structure through an anti-racist lens. This work has allowed me to apply my skill set to support individuals and larger organizations in their anti-racism work.

Racial Justice Strategist and Coach: [RE-Center Race & Equity in Education](#), Hartford, CT

Organizational support focusing specifically on dismantling oppressive and marginalizing practices and structures with a dedicated emphasis on building an anti-racist infrastructure. Use of logic models, developing measures of accountability, supporting larger organizational teams and leaders through systems coaching, organizational structure and support, consulting and facilitation.

Co-Facilitator: [ACTION Collaborative Network-Leadership Forum](#), Putnam Northern Westchester BOCES

Responsible for developing programming, content and co-facilitating monthly convenings of regional district superintendents to support leadership in sustained systemic equity and anti-racism efforts at the district level

Partnered with Coordinator, Guidance & Child Study Center to plan ACTION Leadership Forum sessions that reflect an Anti-Bias, Anti-Racist platform

Regional Equity Team and Steering Committee

Presenter: *Regional Leadership Institute (RLI), Putnam Northern Westchester BOCES*

Consultant: [Southern Westchester Boces \(SWB\)](#), Harrison, NY

Developed and facilitated professional learning workshops for school district network partners. Partnered with the Supervisor of Literacy and Learning to provide professional learning for SWB Consultants.

Workshops/Series: The Journey from Ally to Co-Conspirator, Cultivating Genius Book Study

Presenter/Facilitator: [Ossining Union Free School District \(OUFSD\)](#), Ossining, NY

Supported ongoing professional learning experiences for teachers and staff through workshops and course offerings

Facilitated Culturally Responsive new teacher/staff orientation training

Culturally Responsive Unit Design

ABAR Theory & Practice

Presenter: *New York State Council of School Superintendents (NYSCOSS)* [2022 Winter Institute](#)

MEDIA & PRESS

EdWeek

[“Strategies for Embracing Anti-Racist Work in Our Classrooms” August 27, 2020](#)

[“Responding to a Colleague Who Makes a Racist Comment” September 9, 2020](#)

[Teaching About Slavery in the United States? Start With Honesty](#)

OnEducation Podcast

[Talking about Race in the Classroom](#)

The Huffington Post

[The Hypocrisy Of Honoring Juneteenth While Condemning Critical Race Theory](#)

Laura Coates, Sirius XM Interview (June 2021)

BAM! Radio

[Why Teaching American Slavery With Integrity and Transparency Benefits All of Us and How to Do It Better](#)

RE-Center Race & Equity in Education Blog Post

[Advancing equity & racial justice across a school district using a systems approach](#)

SPEAKING ENGAGEMENTS

- ❖ Mid-Hudson/Catskill Council of School Superintendents
- ❖ Town of Greenburgh Rally for Justice
- ❖ White Plains/Greenburgh NAACP
- ❖ Mental Health Association of New York State (MHANYS)
- ❖ Westchester-East Putnam PTA
- ❖ NYS Association for Women in Administration
- ❖ Empire State Supervisors & Administrators Association (ESSAA)
- ❖ Fostering + Sustaining Culturally Responsive Education (RE-Center)
- ❖ #RaisetheVolume Community Twitter Chat (RE-Center)

WORKSHOP OFFERINGS

- ❖ It's Not Enough To Be Nice: How Do We Engage In and Practice Anti-Racism in Schools
- ❖ Collective Learning Experience: Developing a Shared Vocabulary to Discuss Anti-Bias, Anti-Racism
- ❖ More Than an Ally: The Journey from Ally to Co-Conspirator
- ❖ Practical Ways to Deepen Your Critical Consciousness
- ❖ Understanding White Supremacy Culture in our Personal & Professional Experiences
- ❖ Creating Equitable Experiences for Our Students: The Role of Community
- ❖ Uplifting Black Joy: Strategies for Centering Wellness,
- ❖ Anti-Racist Theorists & Pedagogy (Series)
- ❖ The “Micros” that have a Macro impact: Microaggressions
- ❖ Removing White Supremacy Culture & Norms from our Classrooms
- ❖ Talking to Young Students about Race and Bias: Practical Ways to Support Students
- ❖ Unit Design using a Culturally Responsive and Sustaining Lens (Series)
- ❖ Why Black Teachers Matter: Examining the Role of Black Educators in Education
- ❖ Relationships over Rigor: Practical Ways to Foster Relationships with Children within the Classroom

AFFILIATIONS

- ❖ Education Ambassador-National Public Education Support Fund (NPESF)/[Partnership for the Future of Learning](#)
- ❖ Westchester Alliance of Black School Educators (WABSE)

Nakeeba A. Wauchope

Educator, "Artist", Researcher, Community Advocate, & Entrepreneur



Nakeeba A. Wauchope is the Founder and Principal Facilitator for YeyeX Educational Consulting. She has expertise in providing training, coaching, support, and professional development in the areas of decoding racial literacy, critical consciousness, culturally responsive and sustaining education, addressing implicit bias, civic engagement, and dismantling systems of inequity. She has designed, created curricula and multifaceted assessments for numerous organizations in New York City, throughout the United States, and internationally. Ms. Wauchope's experience also includes curriculum research in culturally responsive pedagogy, restorative justice practices, social emotional competencies, music and movements (soundtrack for social justice), sports and ethics in American culture, and hip-hop pedagogy.

Ms. Wauchope worked as an educator for over 20 years and serves as an equity coach and consultant for a number of institutions.

MOST RECENT AND RELEVANT POSITIONS

**IONA College - Continuing Education Unit
Speech and Language Practitioners
New Rochelle, New York**
Lecturer/ Adjunct
2022

**Center for Race and Justice in Education
New York, New York**
Trainer/Facilitator
Fall 2021

**Re-Center - Race and Equity in Education
Hartford, Connecticut**
Racial Justice Strategist and Coach
Summer 2021

**Monroe Community College
Rochester, New York**
Content Design/Development and Facilitation
October 2021

**Detroit Public Schools and Detroit 9090 Program
Detroit, Michigan**
Content Design/Development & Facilitator
August 2019 and August 2021

**New York University - Metro Center for Urban Education
New York, New York**
Educational Equity Consultant and Coach - Center for Strategic Solutions
2018 - Present

**CREADNYC - Culturally Responsive Educators of the African Diaspora
New York, New York**
Facilitator of Professional Development, Teacher-Coach
Content Creator, Blog Contributor, Curriculum Development
2017 - Present

**YeyeX Educational Consulting
New York, New York**
Founder and Principal Facilitator
2017 - Present

2022

- IONA COLLEGE - CEU SLP**
Lecturer/Adjunct
- Center for Race and Justice in Education**
Trainer/Facilitator
- RE-CENTER - Race and Equity in Education**
Racial Justice Strategist and Coach

2021

- Bank Street College - CCRE**
Equity Specialist
- Studio in a School NYC**
Consultant/Facilitator/ Training Design
- Studio in a School NYC**
Consultant/Facilitator/ Training Design
- New York Public Library**
Training Design/Facilitator and Coach

2020

- The Child Center for New York**
Training Design/Facilitator and Coach
- Books Are Magic Bookstore**
Training Design/Facilitator and Coach

2019

- Breaking the Cycle Consulting Services**
Training Design/Facilitator and Coach
- Inspiring Minds NYC**
Founding Partner/Program Design/ Facilitation

2018

- New York University - Libraries**
Design/Consultant and Equity Coach
- New York University - CSS**
Consultant and Equity Coach

2017

- YeyeX Educational Consulting**
Founder and Principal Facilitator
- CREAD NYC**
Consultant/Content Creator/Coach

2016

- THE ROYALTY PROJECT, INC**
Curriculum Development Chair and Board Member

2015


- Urban Arts Partnership**
Curriculum Development and Facilitator
- NYC DOE**
Professional Development Trainer

ROBERTO SOTO-CARRIÓN


Pronouns: HE/HIM/ÉL



Contact

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 **LinkedIn**
linkedin.com/in/rsotocarrion

Trained Facilitator of:

- Emergent Strategy Facilitation.
- Talking About Race in the Classroom for Educators.
- Facilitating for Racial Justice (Train the Trainer).
- Facilitative Leadership for Social Change.
- Talking About Impact: Addressing Our Unconscious Bias.
- Healing-Centered Facilitation.
- Talking about Race for Parents & Caregivers.
- Deconstructing White Supremacy Culture.
- Masculinities & Patriarchy
- Courageous Conversations About Race.
- Examining Whiteness.
- Unpacking Gender & Sexuality.
- Culturally Sustaining Pedagogies.
- Creating Racially Equitable Institutions.
- Mediation Training.
- Racial Identity Development.
- Racial Affinity Groups/Caucus/ERG's
- Culturally Responsive Education.
- Restorative Circle-Keeping.
- Embodied Facilitation.
- Virtual/Online Facilitation

Languages

Fluent in Spanish writing, speaking, reading, and proficient in simultaneous interpretation. Proficient in Portuguese.

EMPLOYMENT EXPERIENCE

Racial Equity Consultant /Researcher/Facilitator/Strategist 2012-Present

- Independent consultant focused on equity, antiracism, diversity, justice, and inclusion.
- Strategic thought partner to diverse organizations in the public and private sector to support growing equity; provides consultation and project implementation support.
- Professional development, research and evaluation, facilitation, conflict mediation, restorative justice, emergent strategy, systems change.

Equity Transformation Specialist 2020-2021

Pacific Education Group (Courageous Conversations®)

- Developed and delivered new coaching and training curriculum (virtual and in-person) and built relationships with clients to support organizational transformation centering diversity, equity, and inclusion. Led follow-up coaching, planning, & strategy sessions with partners.
- Served as curriculum-developer for school district-level and corporate partnerships; designed and facilitated Courageous Conversations Academy courses.
- Supported staff professional development and capacity-building through the creation and delivery of virtual and in-person workshops.

Director of Research, Evaluation, & Strategic Initiatives 2016-2020

Lead Racial Equity Trainer 2015-Present

Center for Racial Justice in Education, New York, NY

- Oversaw the implementation of an evaluation plan for each program, including logic model, strategic & program evaluation questions, data collection methods, analysis & reporting; Developed outcomes and indicators to monitor program progress towards goals.
- Managed and directed the design, implementation, research, & evaluation of the "Racial Justice in Schools (RJIS)" cohort program; oversaw outreach, recruitment, hiring/supervision, curriculum development; Supervised RJIS contractors and built their capacity to deliver content in alignment with CRJE values and mission.
- Led the design and revision of virtual and in-person training curriculum, tools, and training of independent contractors; ensured opportunities for observation, feedback, and assessment.
- Designed and implemented new strategic initiatives that aligned with organizational priorities and Theory of Change, built and managed strategic partnerships with external stakeholders.
- Managed data collection policies and practices and monitored uniform data collection across the organization; utilized evaluation findings to inform programming, fundraising, trainer development, strategic planning, & organizational development.
- Devised data collection methodology, processes, and research instruments for organization-wide Racial Equity Assessment. Conducted research, assessed data, prepared reports, and presented findings to organizational partners.
- Analyzed the latest thought pieces, policies, and research related to race and racism. Synthesized and integrated pieces as needed in areas such as curriculum design, proposals, public statements, outreach, and conference presentations.
- Directed the development and execution of social media communication strategy and design, curated and managed organizational Facebook posts and discussion.
- Supported regional site directors in designing and implementing professional development systems for trainers in that region.
- Served as lead trainer for schools, organizations, educators, parents, and other key stakeholders, Lead follow-up coaching, planning, & strategy sessions with partners.

Facilitator/Advisory Committee Member

[The Emergent Strategy Ideation Institute \(ESII\), Detroit, MI, 2019-Present](#)

- Strategic thought partner to support organizational growth, direction, and community-building.
- Design and facilitate the Emergent Strategy training curriculum (in-person and virtual) for adaptive immersions, coaching sessions, and facilitator trainings.
- Support the ideation of new curriculum, programs, and resources to aid the development of ESII programming.
- Support with the co-creation of conditions to support community, movement facilitation, and space to play and learn.

Affiliate Consultant/Trainer

[The Interaction Institute for Social Change \(IISC\), Boston, MA, 2018-Present](#)

- Partner with organizations, communities, and networks to design and implement more effective, equitable, and inclusive social change processes.
- Facilitate trainings (in-person and virtual) and consulting focused on racial equity, organizational/systems change, and collaboration for social change.
- Support the co-creation of internal organizational processes and resources to ensure IISC is in continual alignment with its values and mission.
- Lead the ideation of new online/virtual programming and curriculum..

Facilitator/Trainer/Research and Evaluation Consultant

[Prolnspire, Hartford, CT, 2021-Present](#)

- Facilitate trainings (in-person and virtual) and consulting focused on racial equity in education.
- Support the co-creation of internal organizational processes and resources to ensure Prolnspire is in continual alignment with its values and mission.
- Lead the ideation of new online/virtual programming and curriculum

Equity Practitioner

[The Human Root, New York, NY, 2017-Present](#)

- Facilitate (in-person and virtual) equity-focused training curriculum for educational institutions and non-profit organizations.
- Support the co-creation of new curriculum and resources to foster organizational development.

Adjunct Professor

2016-2020

[Hunter College Graduate School of Education, New York, NY,](#)

- Adjunct faculty member in the Dept. of Curriculum & Teaching; responsible for leading graduate seminars (in-person and virtual) for pre-service teachers and social workers in the bilingual education track.
- Design course syllabus and all assignments; assess student progress. Report grade-related info. Collaborate with dept. to organize conferences, talks, PD and experiential learning activities. Hold office hours; provide relevant and timely feedback.
- Design, monitor, and facilitate online classroom page/sessions and online modules for hybrid courses. Participate actively in online discussions and provide student support.

Restorative Justice Coordinator

[Make the Road New York, Brooklyn, NY, 2015-2017](#)

- Instituted restorative and transformative justice practices and approaches throughout MRNY's Youth Development Dept. and collaborated with DOE partners to develop and implement restorative justice curriculum, professional development workshops, and organizational strategy/advocacy.
- Designed and directed restorative/transformative justice programs and school disciplinary responses centering a restorative and critical race lens across four community partner high schools. Served as the key contact and strategic partner for campus-wide restorative practices and programming.
- Oversaw campus-wide Youth Ambassador program; supervised graduate interns and student advocates and designed learning initiatives

Youth Development Coordinator

[The Committee for Hispanic Children and Families, New York, NY](#)

2013-2015

- Designed and led culturally responsive, bi-lingual programming for social-emotional development, gang intervention and family violence prevention for cohort of 55 public high school students.
- Provided individual and group counseling services and academic counseling to students in need of attendance and academic intervention. Assessed students individualized educational plans and advised teachers and administrators.
- Designed and implemented social justice curriculum for elective courses; coordinated and facilitated bi-weekly class discussions and participatory action research projects for English language learners and students with individualized educational plans.
- Directed restorative practices in two public high schools; developed and executed professional development opportunities for DOE and CHCF staff; implemented and directed RJ circle processes and peer panels; strategic thought partner with Principals and administration to plan Restorative Justice school-wide integration.
- Designed and led professional development workshops to train DOE and CHCF staff in anti-bias and culturally sustaining, student-centered, and restorative facilitation methods/framework. Provided technical assistance to colleagues.

Director of Curriculum and Community Engagement

[The International Youth Leadership Institute, New York, NY](#)

2010-2013

- Organized and facilitated bi-weekly seminar lectures and workshops for high school students at Columbia University.
- Oversaw and planned international experiential learning travel programs for cohort of high school students. Designed student curriculum.
- Recruited and trained potential volunteers. Collaborated with IYLI parents, alumni, and board members.
- Formulated and submitted institutional grants. Presented to funders.
- Advised and aided high school seniors with college application process.
- Trained student fellows and staff in ethnographic research methods and qualitative data collection; provided professional development workshops to staff.
- Assisted with the development, coordination, and implementation of parent and community outreach activities.

[RESEARCH/PUBLICATIONS](#)

Roberto Soto-Carrion & O. Pagan (2020, Apr 17 - 21) Racial Justice in Schools: Learnings and Reflections From a Year-long School Cohort Program [Symposium]. [American Educational Research Association](#).

D. Cunningham and Roberto Soto-Carrion. (2015). Infiltrators. In [Breaking Down the State: Protestors Engaged](#), edited by Jan Willem Duyvendak and James Jasper. 157-78. Amsterdam: Amsterdam University Press.

[SERVICE/AWARDS](#)

- *Mayoral Appointee*, The Panel for Educational Policy (PEP), New York City Department of Education, 2014-2017
One of eight Mayoral-appointed panelists appointed to the Panel for Education Policy, Active voting member on all major policy changes at the New York City Department of Education. Responsible for providing standards, policies, and objectives directly related to educational achievement and instruction, significant changes in school utilization, budgetary items and department contracts.
- *Outstanding Teaching Fellow Award*, Department of Sociology, Brandeis University, 2012 and 2013
- *Janina Montero Prize*, Wesleyan University, 2007
Awarded annually to a Latinx student who has promoted the health, visibility, and participation of the Latinx community at Wesleyan.

[EDUCATION](#)

Brandeis University, Waltham, MA
PhD Candidate, ABD: Sociology

The University of Chicago, Chicago, IL
Master of Arts: Social Sciences

Brandeis University, Waltham, MA
Master of Philosophy

Wesleyan University, Middletown, CT
Bachelor of Arts: Sociology and Latin American Studies

Appendix C

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

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

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

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

1 Attachments A-D (8/3/2022)
2 _____ 5 _____
3 _____ 6 _____

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

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

02-0567674
Social Security Number
or Federal Identification Number

RE-Center Place & Equity in Education
Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

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

Name Natalie Zwergen
By: Executive Director
(Title)
Business Address: City Arts on Pearl, 233 Pearl St #12,
(City, State, Zip Code)
Hartford, CT 06103
Phone: (917) 806-9127
Email: nzwenger@re-center.org
Date: 8/3/2022

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



Advancing equity & racial justice.
Driving transformative change.

Cost Schedule.

	Personnel	Hours	Hourly rate	Total
Youth equity squads (8 schools)	32 school meetings facilitated by 2 Racial Justice Strategist & Coaches (assumes 16 in-person & 16 virtual) -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 60-90-minute sessions:</i> Co-facilitator #1: 48 hours Co-facilitator #2: 48 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 20 hours Co-facilitator #2: 20 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$615 per hour Co-facilitator #2: \$615 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$124 per hour Co-facilitator #2: \$124 per hour	\$64,000
Equity leadership teams (33 schools grouped into 11 teams)	110 school meetings facilitated by 2 Racial Justice Strategist & Coaches (assumes 55 in-person & 55 virtual) -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 60-90-minute sessions:</i> Co-facilitator #1: 165 hours Co-facilitator #2: 165 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 55 hours Co-facilitator #2: 55 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$625 per hour Co-facilitator #2: \$625 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$125 per hour Co-facilitator #2: \$125 per hour	\$220,000
Community of learning	10 sessions facilitated by 2 Racial Justice Strategist & Coaches (assumes 5 in-person & 5 virtual) -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 75-90-minute sessions:</i> Co-facilitator #1: 15 hours Co-facilitator #2: 15 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 7.5 hours Co-facilitator #2: 7.5 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$475 per hour Co-facilitator #2: \$475 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$50 per hour Co-facilitator #2: \$50 per hour	\$15,000

<p>Learning sessions for admin</p>	<p>2 sessions facilitated by: RE-Center Executive Director + 1 Racial Justice Strategist & Coach (assumes 1 in-person & 1 virtual)</p> <p>-Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief</p>	<p><i>Facilitation of 120-minute sessions:</i> Co-facilitator #1: 4 hours Co-facilitator #2: 4 hours</p> <p><i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 2.5 hours Co-facilitator #2: 2.5 hours</p>	<p><i>Facilitation rate:</i> Co-facilitator #1: \$600 per hour Co-facilitator #2: \$600 per hour</p> <p>Planning, preparation, & evaluation rate: Co-facilitator #1: \$100 per hour Co-facilitator #2: \$100 per hour</p>	<p>\$5,300</p>
<p>Consultation & coaching sessions</p>	<p>25 one-hour sessions facilitated by: RE-Center Executive Director + 1 Racial Justice Strategist & Coach</p> <p>-Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief</p>	<p><i>Facilitation of 90-minute sessions:</i> Co-facilitator #1: 25 hours Co-facilitator #2: 25 hours</p> <p><i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 12.5 hours Co-facilitator #2: 12.5 hours</p>	<p><i>Facilitation rate:</i> Co-facilitator #1: \$250 per hour Co-facilitator #2: \$250 per hour</p> <p>Planning, preparation, & evaluation rate: Co-facilitator #1: \$100 per hour Co-facilitator #2: \$100 per hour</p>	<p>\$15,000</p>
<p>Board of Education sessions</p>	<p>2 sessions facilitated by: RE-Center Executive Director + 1 Racial Justice Strategist & Coach</p> <p>-Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief</p>	<p>Up to 2 two-hour sessions</p>	<p><i>Included</i></p>	<p>\$0</p>
				<p>\$319,300</p>

Assumptions built into the cost schedule:

- Co-facilitation is essential for cross-identity pairings related to race, ethnicity, gender, sexuality, ability, socioeconomic advantage, immigrant experience, and more. Participants have a greater opportunity to connect across lines of difference with a co-facilitated structure.
- The partnerships will be a hybrid of in-person & virtual spaces.
- There will be little to no non-personnel costs such as food, material production, or printing costs.
- Technology & AV will be available on site for in-person sessions.
- Evaluation is an essential component of this district-wide commitment to assess progress, adjust course responsively, & evaluate impact of efforts.
- Coaching & consultation sessions build internal capacity for sustainability.
- Sessions with administrators and the Board of Education Trustees ensure leadership can be great champions of this work and not underminers of it.
- Youth equity squads will be facilitated at 8 schools.
- Equity leadership teams will be facilitated at all 33 schools; however, RE-Center would be working with teams of 3 schools at a time for a total of 11 teams.



**Advancing equity & racial justice.
Driving transformative change.**

Updated Cost Schedule.

Below, we have offered a revised cost schedule with lower hourly rates and fewer in-person sessions. This, **Option A**, brings the total cost down to **\$310,160**. It maintains the number of sessions offered in the original proposal.

If additional reduction is needed, we would suggest cutting down components of the scope, namely, removing the Community of Learning and reducing the number of equity leadership team meetings from 10 to 8 for each of the 11 cohorts. This, **Option B**, brings the total cost down to **\$252,700**. This does decrease the number of sessions, which would mean increased coordination by Waterbury PS leadership to maintain momentum and commitment during the months when RE-Center is not hosting sessions.

Beyond that, any reduction in scope compromises your stated goals & objectives in the RFP.

Option A: \$310,160

	Personnel	Hours	Hourly rate	Total
Youth equity squads (8 schools)	32 school meetings facilitated by 2 Racial Justice Strategist & Coaches (assumes 16 in-person & 16 virtual) -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 60-90-minute sessions:</i> Co-facilitator #1: 48 hours Co-facilitator #2: 48 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 20 hours Co-facilitator #2: 20 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$610 per hour Co-facilitator #2: \$610 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$100 per hour Co-facilitator #2: \$100 per hour	\$62,560
Equity leadership teams (33 schools grouped into 11 teams)	110 school meetings facilitated by 2 Racial Justice Strategist & Coaches (assumes 22 in-person & 88 virtual) -Pre-brief -Curriculum development -Evaluation development,	<i>Facilitation of 60-90-minute sessions:</i> Co-facilitator #1: 165 hours Co-facilitator #2: 165 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 55 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$610 per hour Co-facilitator #2: \$610 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$100 per hour	\$212,300

	implementation, & analysis -Post-brief	Co-facilitator #2: 55 hours	Co-facilitator #2: \$100 per hour	
Community of learning	10 sessions facilitated by 2 Racial Justice Strategist & Coaches (assumes 5 in-person & 5 virtual) -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 75-90-minute sessions:</i> Co-facilitator #1: 15 hours Co-facilitator #2: 15 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 7.5 hours Co-facilitator #2: 7.5 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$475 per hour Co-facilitator #2: \$475 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$50 per hour Co-facilitator #2: \$50 per hour	\$15,000
Learning sessions for admin	2 sessions facilitated by: RE-Center Executive Director + 1 Racial Justice Strategist & Coach (assumes 1 in-person & 1 virtual) -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 120-minute sessions:</i> Co-facilitator #1: 4 hours Co-facilitator #2: 4 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 2.5 hours Co-facilitator #2: 2.5 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$600 per hour Co-facilitator #2: \$600 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$100 per hour Co-facilitator #2: \$100 per hour	\$5,300
Consultation & coaching sessions	25 one-hour sessions facilitated by: RE-Center Executive Director + 1 Racial Justice Strategist & Coach -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of one -our sessions:</i> Co-facilitator #1: 25 hours Co-facilitator #2: 25 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 12.5 hours Co-facilitator #2: 12.5 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$250 per hour Co-facilitator #2: \$250 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$100 per hour Co-facilitator #2: \$100 per hour	\$15,000
Board of Education sessions	2 sessions facilitated by: RE-Center Executive Director + 1 Racial Justice Strategist & Coach	Up to 2 two-hour sessions	<i>Included</i>	\$0

	-Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief			
				\$310,160

Option B: \$252,700

	Personnel	Hours	Hourly rate	Total
Youth equity squads (8 schools)	32 school meetings facilitated by 2 Racial Justice Strategist & Coaches (assumes 16 in-person & 16 virtual) -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 60-90-minute sessions:</i> Co-facilitator #1: 48 hours Co-facilitator #2: 48 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 20 hours Co-facilitator #2: 20 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$610 per hour Co-facilitator #2: \$610 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$100 per hour Co-facilitator #2: \$100 per hour	\$62,560
Equity leadership teams (33 schools grouped into 11 teams)	88 school meetings facilitated by 2 Racial Justice Strategist & Coaches (assumes 22 in-person & 66 virtual) -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of 60-90-minute sessions:</i> Co-facilitator #1: 132 hours Co-facilitator #2: 132 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 44 hours Co-facilitator #2: 44 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$610 per hour Co-facilitator #2: \$610 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$100 per hour Co-facilitator #2: \$100 per hour	\$169,840
Learning sessions for admin	2 sessions facilitated by: RE-Center Executive Director + 1 Racial Justice Strategist & Coach (assumes 1 in-person & 1 virtual) -Pre-brief -Curriculum development	<i>Facilitation of 120-minute sessions:</i> Co-facilitator #1: 4 hours Co-facilitator #2: 4 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 2.5 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$600 per hour Co-facilitator #2: \$600 per hour Planning, preparation, & evaluation rate: Co-facilitator #1: \$100 per hour	\$5,300

	-Evaluation development, implementation, & analysis -Post-brief	Co-facilitator #2: 2.5 hours	Co-facilitator #2: \$100 per hour	
Consultation & coaching sessions	25 one-hour sessions facilitated by: RE-Center Executive Director + 1 Racial Justice Strategist & Coach -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	<i>Facilitation of one-hour sessions:</i> Co-facilitator #1: 25 hours Co-facilitator #2: 25 hours <i>Planning, preparation, & evaluating:</i> Co-facilitator #1: 12.5 hours Co-facilitator #2: 12.5 hours	<i>Facilitation rate:</i> Co-facilitator #1: \$250 per hour Co-facilitator #2: \$250 per hour <i>Planning, preparation, & evaluation rate:</i> Co-facilitator #1: \$100 per hour Co-facilitator #2: \$100 per hour	\$15,000
Board of Education sessions	2 sessions facilitated by: RE-Center Executive Director + 1 Racial Justice Strategist & Coach -Pre-brief -Curriculum development -Evaluation development, implementation, & analysis -Post-brief	Up to 2 two-hour sessions	<i>Included</i>	\$0
				\$252,700

Assumptions built into the cost schedule:

- Co-facilitation is essential for cross-identity pairings related to race, ethnicity, gender, sexuality, ability, socioeconomic advantage, immigrant experience, and more. Participants have a greater opportunity to connect across lines of difference with a co-facilitated structure.
- The partnerships will be a hybrid of in-person & virtual spaces.
- There will be little to no non-personnel costs such as food, material production, or printing costs.
- Technology & AV will be available on site for in-person sessions.

- Evaluation is an essential component of this district-wide commitment to assess progress, adjust course responsively, & evaluate impact of efforts.
- Coaching & consultation sessions build internal capacity for sustainability.
- Sessions with administrators and the Board of Education Trustees ensure leadership can be great champions of this work and not underminers of it.
- Youth equity squads will be facilitated at 8 schools.
- Equity leadership teams will be facilitated at all 33 schools; however, RE-Center would be working with teams of 3 schools at a time for a total of 11 teams.

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 9/6/2022

To: Jerry Gay- Contract Manager
Department of Education

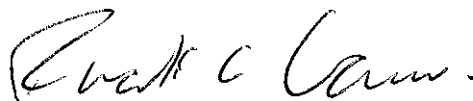
Subject: Tax Clearance

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

Re-Center Race & Equity Education
233 Pearl St. #12
Hartford, CT 06103

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

Very truly yours,



FAC/wmf

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



CERTIFICATE OF LIABILITY INSURANCE

09/09/2022

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 NFP Property & Casualty 100 Great Meadow Rd Ste 705 Wethersfield CT 06109-2355	CONTACT NAME: Douglas Coulier PHONE (A/C No. Ex): (860) 764-0555 E-MAIL ADDRESS: douglas@insuranceprovidergroup.com	FAX (A/C No.): (860) 372-4972
	INSURER(S) AFFORDING COVERAGE	
INSURED Recenter Race & Equity In Education, Inc. City Arts On Pearl 233 Pearl St #12 Hartford, CT 06103	INSURER A: Hanover Insurance Group	NAIC # 22292
	INSURER B: Wesco Insurance Company	NAIC # 25011
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2212806180 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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY BKP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	ZHE7659318	02/14/2022	02/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP. OPAGG \$ Included Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ZHE7659318	02/14/2022	02/14/2023	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	UHE7659864	02/14/2022	02/14/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WWC3503473	01/17/2022	01/17/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ 1,000,000 EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT
A	Professional Liability Abuse/ Molestation	Y	Y	ZHE7659318	02/14/2022	02/14/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
		Y	Y	ZHE7659318	02/14/2022	02/14/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000

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

The city of 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.

CERTIFICATE HOLDER

CANCELLATION

The City of Waterbury Office of Corporation Counsel 235 Grand Street Waterbury, CT 06702	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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BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.2

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement (RFP 7355) with Kingsley Enterprises, LLC for Fitness Center Equipment, Installation and Training, subject to any non-substantive changes approved by the Corporation Counsel's office.



DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman
Supervisor of Health & Physical Education
(203) 574-8051, Ext. 11261
jgorman@waterbury.k12.ct.us
Health. Moves. Minds.

Date: August 12, 2022

To: Waterbury Board of Education
Waterbury Board of Education
Mayor Neil M. O'Leary

Re: Executive Summary – RFP 7355

The WPS Department of Health and Physical Education is seeking to upgrade fitness center facilities and equipment in all of its high schools and alternative education programs that service the needs of high school students. Current WPS high school fitness center equipment is inadequate to meet the increased demand for personalized fitness programming required by the district curriculum.

This project, in combination with our separate heart rate monitoring initiative, will continually improve Physical Education curricula and instruction for years to come. The goal is to provide high quality personalized fitness, conditioning and social-emotional learning support to all high school students while engaged in Physical Education class activities.

Our intent is to acquire fitness equipment and exercise systems that will help personalize and diversify Physical Education instruction, and provide data platforms for progress monitoring that will be available to teachers and students. We seek to improve safe and effective participation for all students in general, and for those with underlying medical conditions in particular, within a fitness-focused learning environment.

The Selection Committee unanimously selected Used Fitness Sales as the most desired responsible bidder as well as lowest responsible bidder.

The contract before you in the amount of \$24,604.16 is for the acquisition, assembly and installation of various used fitness center equipment, shipping and handling that was omitted from RFP #7226 due to time constraints, plus the same professional development training for staff on proper training techniques unique to specific apparatus, and proper care and routine maintenance of equipment identical to that in RFP #7226. The project is funded exclusively by ESSER III.

I respectfully request approval of the proposed contract subject to the terms and conditions of RFP #7355.

Yours,

Joseph R. Gorman

Cc: Darren Schwartz, Doreen Biolo, Rosh Maghfour, Mike Konopka, Jerry Gay,

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7355

For

FITNESS CENTER EQUIPMENT, INSTALLATION AND TRAINING #2

Replacement

between

The City of Waterbury, Connecticut

and

Kingsley Enterprises, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and KINGSLEY ENTERPRISES, LLC, D/B/A USED FITNESS SALES.COM located at 235 East Main Street, Thomaston, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7355 for fitness center equipment, installation and training for seven Waterbury Public Schools (Crosby High School, Enlightenment School, Kennedy High School, State Street Program, Waterbury Arts Magnet School, Waterbury Career Academy and Wilby High School) including delivery; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7355; and

WHEREAS, the City desires to obtain the Contractor'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 Contractor 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 Contractor 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 the Contractor shall provide fitness center equipment, installation and training for seven Waterbury Public Schools (Crosby High School, Enlightenment School, Kennedy High School, State Street Program, Waterbury Arts Magnet School, Waterbury Career Academy and Wilby High School) including:

- Product delivery, assembly and installation
- Minimum three (3) year full replacement warranty for manufacturing defects
- Minimum three (3) year limited warranty for replacement parts and labor not covered under manufacturer warranty
- Two (2) staff professional development workshops on proper exercise training techniques specific to equipment items
- Two (2) staff professional development trainings on proper care and maintenance of equipment items, either virtually or in-person

as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor 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 solicitation documents, RFP No. 7355 (attached hereto)

1.1.2 Contractor's Proposal Responding to RFP No. 7355 (attached hereto)

1.1.3 Contractor's Cost Proposal (attached hereto)

1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

1.1.5 Certificates of Insurance, incorporated by reference

1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.7 All Required Licenses

1.1.8 Required Contract Provisions ARPA Funded Projects

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 Contractor. 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 This Contract document.

1.2.2 Contractor's Cost Proposal

1.2.3 The City's solicitation documents, RFP No. 7355

1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this 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 Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

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

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor 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 Contractor 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 Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor 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. Contractor 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 Contractor, City may, but shall not be required to, correct same at Contractor'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 Contractor is required to be on City property to render its services hereunder, the Contractor 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 Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

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

3.4. Publicity. Contractor 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, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

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 Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor 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 Contractor 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 Contractor 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 Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor 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 Contractor, 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 Contractor.

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 Contractor has discovered in the Proposal Documents; and

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

3.8. Reporting Requirement. The Contractor 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 Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor'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 (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Company Officer.

NOTE: the Contractor'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 Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor 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 Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall commence upon the date of signature by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate July 31, 2023 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

5.1. 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.

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

Twenty-Four Thousand Six Hundred Four dollars and 16/100 (\$24,604.16), including all materials, freight, shipping, handling, delivery, installation and assembly charges.

The compensation shall be paid in conformity with the Contractor's Cost Proposal, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor 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 Contractor'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. Contractor'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.

6.1.1 The Contractor 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 Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor 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 Contractor 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 Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7355 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor 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 Contractor 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 Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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 Contractor for that item. Contractor 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 Contractor 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 reasonable 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 Contractor, 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; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or

officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor 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 Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations

are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor 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 Contractor:

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

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

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit each accident any auto, all owned and hired autos

9.4.3 Professional Liability Insurance: \$1,000,000.00 each wrongful act. **\$1,000,000.00** aggregate limit

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

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 date of this contract. If the policy is replaced and/or the retroactive date changes, 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.

9.4.4 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 or Connecticut statutes as it relates to Workers' Compensation.

9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor 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 Contractor's General Liability shall be endorsed to add the City and its Board of Educations as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor 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 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 on all lines of coverage except Professional Liability as their interests may appear**". The City's request for proposal number must be shown on the certificate of insurance. The Contractor 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 Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor 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 Contractor 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 Contractor's work and services shall be secured in advance and paid by the Contractor. 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 Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor 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 Contractor 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 Contractor 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 Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The

Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of 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 Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor 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 Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor 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 Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor 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 Contractor 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. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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 Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, 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 Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor 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., this shall not include the use of third party licenses, provide 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 Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor 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 Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor 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 Contractor 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 Contractor may negotiate a mutually acceptable payment to the Contractor 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 Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor 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 Contractor will be compensated by the City for work performed prior

to such termination date and the Contractor 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 Contractor 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 Contractor 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 Contractor'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. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor 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, fire, explosion, epidemic, pandemic (or similar viral outbreak) 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, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor 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 Contractor 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 Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor'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 Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor 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 Contractor'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 as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly 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 Contractor 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 Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor 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 Contractor 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 Contractor. The Contractor 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 Contractor 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 Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor 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 Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor 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, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor 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, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor'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 Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor'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. 7355** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7355**.

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 Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

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

Contractor: Kingsley Enterprises, LLC d/b/a Usedfitnesssales.com
235 East Main Street
Thomaston, CT 06787

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 3g 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 Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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

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

subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

32.9. The Contractor 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 Contractor 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 "The City of Waterbury Code of Ordinances Revised 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 Contractor 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 Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor 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 Contractor 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: _____

Neil M. O'Leary, Mayor

Sign: _____

Print name:

Date: _____

WITNESSES:

KINGSLEY ENTERPRISES, LLC


Sign:  _____

Print name:

Christine Lynch

By:  _____

Its: G.K.

Sign:  _____

Print name:

Roberto Rodriguez

Date: 08-15-2022

ATTACHMENT A

1. The City's solicitation documents, RFP No. 7355 (attached hereto)
2. Contractor's Cost Proposal (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other

parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
- a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employecc reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

LIMITED LIABILITY COMPANY RESOLUTION

I, George Kingsley, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Kingsley Enterprises, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 15TH day of August, 2022.

“It is hereby resolved that George Kingsley is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

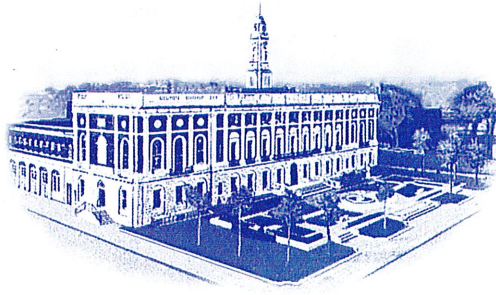
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Kingsley Enterprises, LLC this 15TH day of August, 2022.

[Signature]

Manager/Member

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

August 8, 2022

Christina Lynch
Used Fitness Sales
235 East Main Street
Thomaston, CT 06787

RFP# 7355
Project: Fitness Center Equipment, Installation and Training

Dear Ms. Lynch,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

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

Sincerely,

Maureen McCauley
Assistant Director of Purchasing

RFP # 7355

**REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
EDUCATION DEPARTMENT**

Fitness Center Equipment, Installation and Training

The City of Waterbury, Department of Education (hereinafter “City”), is seeking to upgrade fitness center facilities and equipment in all of its high schools and alternative education programs that service the needs of high school students. This project, in combination with our separate heart rate monitoring initiative, will continually improve Physical Education curricula and instruction for years to come. The goal is to provide high quality personalized fitness, conditioning and social-emotional learning support to all high school students while engaged in Physical Education class activities.

A. Background and Intent

Current WPS high school fitness center equipment is inadequate to meet the increased demand for personalized fitness programming required by the district curriculum.

Our intent is to acquire fitness equipment and exercise systems that will help personalize and diversify Physical Education instruction, and provide data platforms for progress monitoring that will be available to teachers and students. We seek to improve safe and effective participation for all students in general, and for those with underlying medical conditions in particular, within a fitness-focused learning environment.

B. Qualifications

Eligible proposers will be those vendors, consultants, business and institutions that have a proven track-record of success at providing the sort of exercise equipment products and integrated customer support required for successful fitness center upgrade projects.

Any and all proposals will be assessed by the Selection Committee on the level of vendor experience and the quality, durability and capability features of its products. Particular emphasis will be placed on installation capabilities and the degree and complexity of training required to operate and maintain products/systems. All vendors submitting proposals will be required to deliver a 30 to 45-minute presentation of their proposal to the District Selection Committee upon request at a date and time to be determined. Presentations may be conducted in-person or virtually by mutual consent.

C. Scope of Services

The vendor will supply:

- Exercise equipment products as listed and hyperlinked in Schedule C - <https://docs.google.com/spreadsheets/d/1pfH5DakKlbomqlVKi3Z5giZBWowMn65-LqUtZl8eUxs/edit#gid=953032718>
 - 7-13-22 HS Fitness Center RFP #7355
- Product delivery, assembly and installation as needed
- Minimum three (3) year full replacement warranty for manufacturing defects
- Minimum three (3) year limited warranty for replacement parts and labor not covered under manufacturer warranty
- Two (2) staff professional development workshops on proper exercise training techniques specific to equipment items, either virtually or in-person on dates TBD in August 2022 and August 2023
- Two (2) staff professional development trainings on proper care and maintenance of equipment items, either virtually or in-person on dates TBD in August 2022 and August 2023

The selection committee will review all responsible bids that address the needs of the district, and, as such, will consider substitutions that materially comply with or exceed the content and intent of the specifications listed in Schedule C.

Delivery Information:

Delivery to five (5) locations in Waterbury, Connecticut:

- Lines 1 - 3
 - Enlightenment Alt. Program, 55 Griggs Street 06704
- Lines 4 - 26
 - Kennedy High School, 422 Highland Avenue 06708
- Lines 27
 - State Street Alt. Program, 58 Griggs Street 06704
- Lines 28
 - Waterbury Arts Magnet School, 16 South Elm Street 06706
- Lines 29 - 31
 - Wilby High School, 568 Bucks Hill Road 06704

*Note: Specify all shipping, handling and assembly/installation fees in bid prices.

Additional Requirements:

All product items bid must be submitted with either a hyperlink, a photo with description and full specifications, or a catalog reference that includes a catalog edition, page number, item number, photo and full product specifications.

All vendors submitting proposals may be required to deliver a 30 to 45-minute presentation of their proposal to the District Selection Committee upon request at a date and time to be determined. Presentations may be conducted in-person or virtually by mutual consent.

The winning bids will be determined by the Selection Committee in the best interest of the district on the basis of quality, durability and design compatibility, as well as assembly/installation, applicable warranties and levels of customer training and support.

The Selection Committee reserves the right to divide and award portions of the total project to multiple bidders.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated as referring to the period of August 1, 2022 to June 30, 2025.

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 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 July 22, 2022**. 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 July 26, 2022, 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 Supervisor of Health and Physical Education.

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 **(1)** paper copy of the proposal, as well as a (2) copies of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on August 5, 2022**. **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. 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 be sealed in a separate envelope marked "Confidential: Cost Proposal".

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

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

Please respond to the following questions:

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

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

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

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 1.2.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

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

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.

Five (5) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

B. Purchase Order(s).

No Purchase Order(s) with the City

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City**

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:

Self Spouse Joint Child

(Name of Official)

(Position with City)

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

Interest Held By:

Self Spouse Joint Child

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

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

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

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED | By Mail Hand-Delivered

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

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

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

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

Certification

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

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

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

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

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

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

State of _____

SS.: _____

County of _____

_____, being first duly sworn, deposes and says that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

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

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

Secretary

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

“It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____, LLC this _____ day of _____, 202__.

Manager/Member



Used Fitness Sales

Quality Used Commercial Fitness Equipment

Sales, Service, Installations, Maintenance, and repair

[Proposal]

Original Copy

O: (860) 200- 8542 | **W:** www.usedfitnesssales.com



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O: (860) 200- 8542 | W: www.usedfitnesssales.com



Who is Used Fitness Sales?- Used Fitness Sales is a domestic and international outfitter of recycled fitness equipment located in Thomaston, CT. With over 15 years of experience, a warehouse with over 40,000 square feet of inventory and countless satisfied customers around the world, we are recognized as one of the industry's leading worldwide companies in sales and service. Our knowledge, experience, reliability, honest reputation, quality craftsmanship, tremendous attention to detail and personalized service sets us apart from our competition. We outfit domestic and international residences, health clubs, hotels and fitness suppliers with some of the most recognized brands in the fitness industry. We are committed and dedicated to each individual as we continue to strive to meet your needs and exceed your expectations.

Expert Advice- The most important aspect of your fitness equipment selection is you – your needs and goals. Getting expert advice about what is best for you is critical, especially if you have little to moderate experience with exercise and the various equipment options that are currently available. Giving expert advice is what sets usedfitnesssales.com apart. We will take the necessary time to get to know about you, your exercise history, your personal health and most important, your health and fitness goals. Based on this feedback, we will work with you to develop the most appropriate fitness equipment package to help you achieve your goals. We offer various product conditions and options to fit your budget as well as your specific needs.

Product Customization- Tell us what you want and we will build it for you. Would you like your treadmills painted hot pink? No problem. Need your upholstery to match what you currently have in your healthclub? Done. Looking for a weekend project to save extra money? We can help. While our equipment is not brand new, each piece we sell is carefully inspected, tested, repaired, cleaned and sanitized before leaving our warehouse. We offer 3 main quality categories. "As is/working order", "Refurbished", and "Remanufactured". We respect and understand that each customer opinion and expectation of what used equipment is varies and we strongly recommend contacting us to help you decide which "quality category" will best fit your needs and meet your expectations with No Surprises. If you have any questions about us or your purchase please contact us and let our professional staff assist you. Please visit our customer testimonials section of our website to view some of our customer feedback. Thank you for the opportunity and taking the time to consider UsedFitnessSales.com for your fitness equipment needs!

Customer Service- We care about you! PERIOD! At usedfitnesssales.com, customer satisfaction is our number 1 priority. Without you, we cannot succeed. Your referral and complete satisfaction is much more important to us than a one time investment with our company or in our product. Building and maintaining a positive relationship with each and every client is just as important as providing products. If you are a customer of usedfitnesssales.com, you receive lifetime technical support to assist you with any and all of your fitness needs or questions. This is a testament that each usedfitnesssales.com customer is an integral part of our own success.



Proposer Information

- A) Firm Name is Kingsley Enterprises LLC, DBA Used Fitness Sales
- B) Main Office Address is 235 East Main Street, Thomaston, CT 06787
- C) Kingsley Enterprises LLC organized in December of 1995.
- D) Kingsley Enterprises LLC was/is incorporated in CT
- E) Kingsley Enterprises LLC, DBA Used Fitness Sales has been engaged in services under our present name since 1996.

George Kingsley, Managing Member of Kingsley Enterprises LLC. Mr. Kingsley has been in the fitness industry since 1995 as an owner, operator and consultant of/for fitness clubs, fitness club services, fitness equipment sales and service.

Terry Cappelli, member of Kingsley Enterprises LLC. Terry has been in the fitness industry since 1995 as an owner, operator and consultant of/for fitness clubs, fitness club services, fitness equipment sales and service.

Kingsley Enterprises LLC, DBA Used Fitness Sales has more than 26 years of knowledge, experience, craftsmanship, and service in the fitness equipment industry. Used Fitness Sales has been outfitting residences, health clubs, hotels, municipalities, and fitness suppliers with popular, commercial fitness equipment both domestically and internationally for nearly three decades. We are conveniently located off exit 39 off of route 8 in Thomaston CT.



Used Fitness Sales

Recent Installations

Newport Academy Fairfield, CT

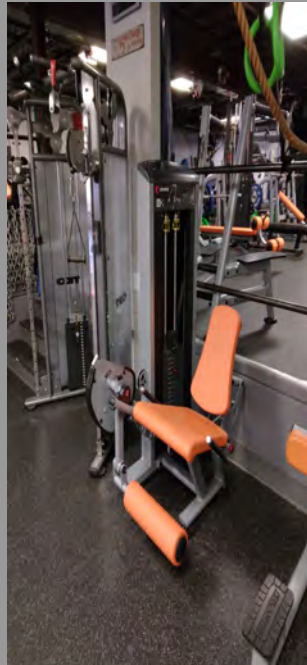




Used Fitness Sales

Recent Installations

NY Strong Mamaroneck, NY



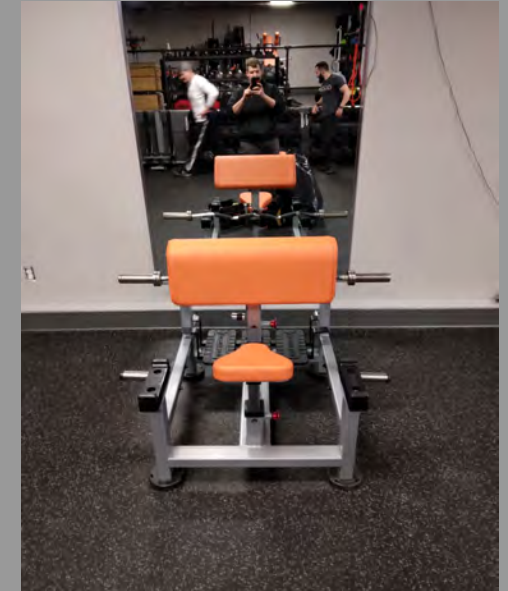


Used Fitness Sales

Recent Installations

NY Strong Mamaroneck, NY

(cont)

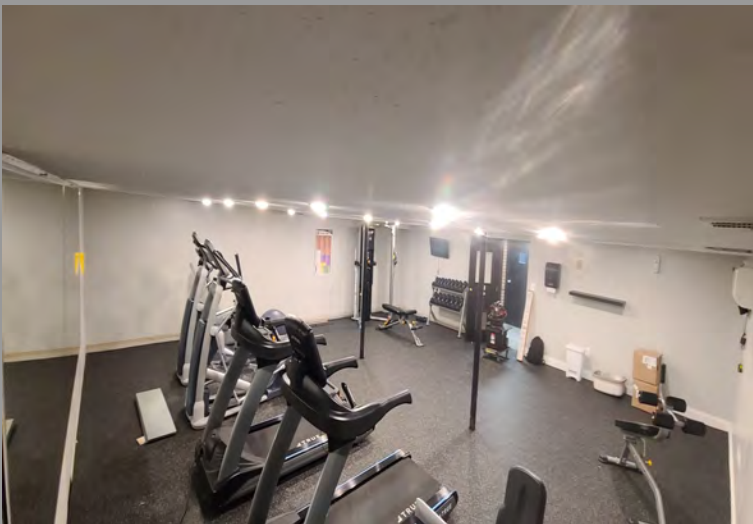




Used Fitness Sales

Recent Installations

Upscale Realty- Middletown, CT





Used Fitness Sales

Recent Installations

Upscale Realty- Middletown, CT (cont)

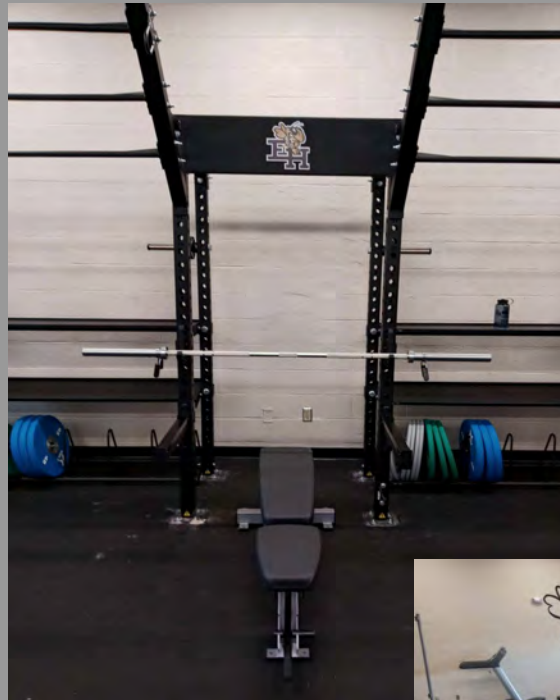




Used Fitness Sales

Recent Installations

East Hartford High School East Hartford, CT





Used Fitness Sales

Recent Installations

East Hartford High School East Hartford, CT (cont)

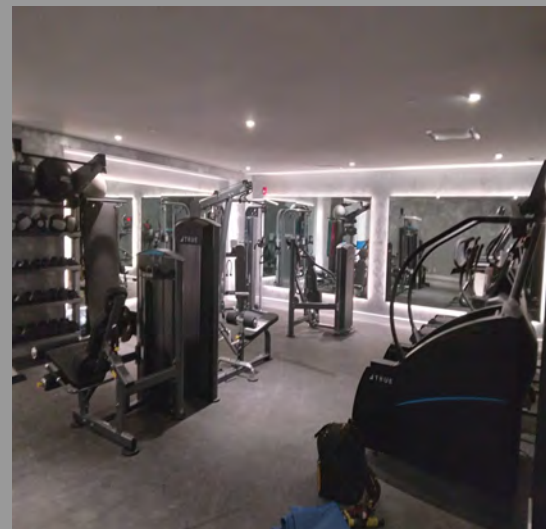
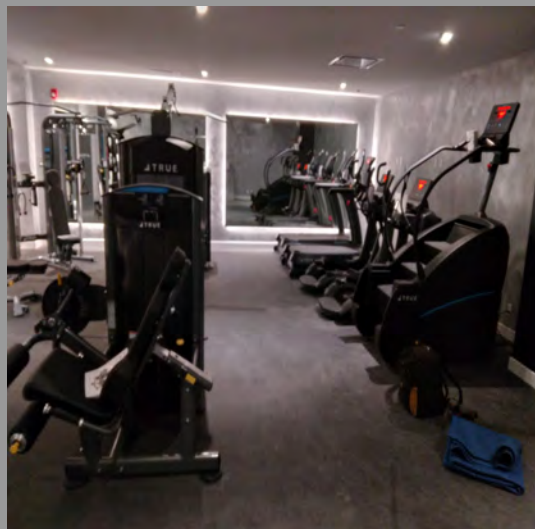




Used Fitness Sales

Recent Installations

One Atlantic Stamford, CT





Used Fitness Sales

Recent Installations

One Atlantic Stamford, CT (cont)





Used Fitness Sales

Recent Installations

Upscale Realty, Bloomfield, CT





Used Fitness Sales

Recent Installations

Upscale Realty, Bloomfield, CT (cont)

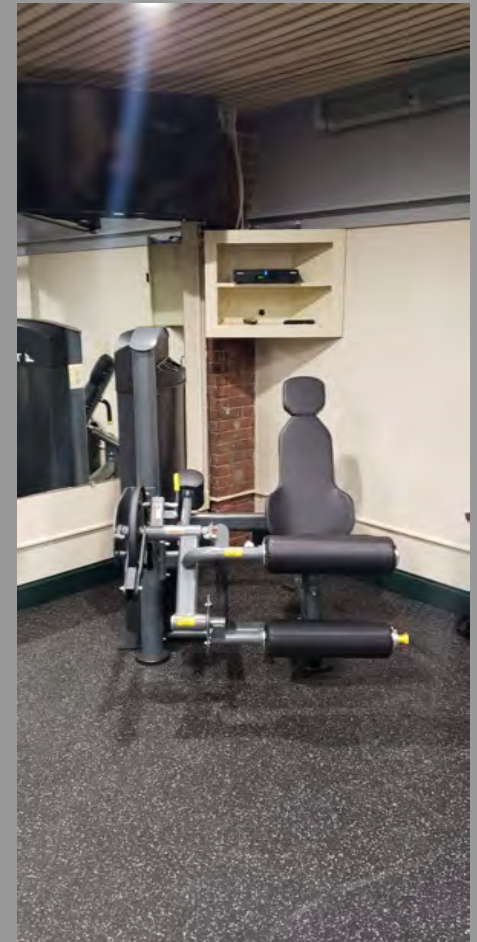




Used Fitness Sales

Recent Installations

Clocktower Norwalk, CT





Used Fitness Sales

Recent Installations

Clocktower Norwalk, CT (cont)

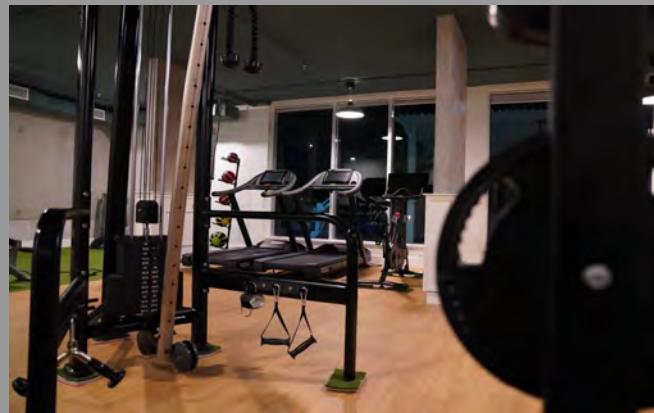




Used Fitness Sales

Recent Installations

Kompose Hotel, Sarasota, FL





Used Fitness Sales

Recent Installations

Middlebury, CT





Used Fitness Sales

Recent Installations

PT Training Morris, CT

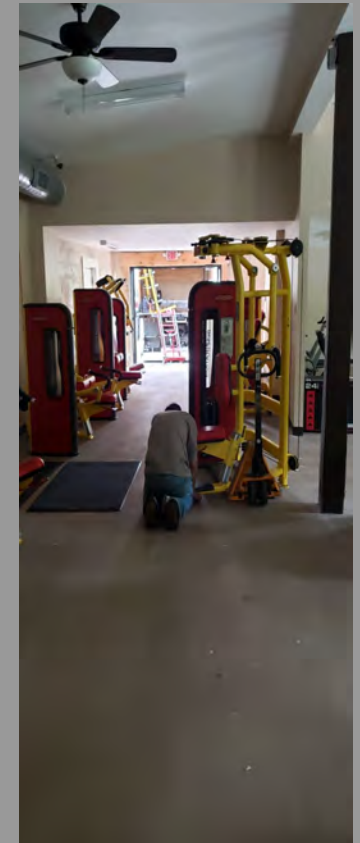




Used Fitness Sales

Recent Installations

PT Training Morris, CT (cont)





Used Fitness Sales

Recent Installations

Middlebury Police Dept Middlebury, CT





Used Fitness Sales

Recent Installations

Atilis Gym Egg Harbor, NJ





Google Customer Reviews

Doug L. (5 star)

After much research and comparing availability, cost and quality, "Used Fitness Sales" was high above the pack. Make no mistake, "Used Fitness Sales" is the one-stop source for quality commercial cardio equipment. Their team of professionals stand behind their refurbished equipment, guaranteeing your complete satisfaction.

Joe D. (5 Star)

I've been in the fitness industry for over 25 years. During this time I've dealt with a LOT of different companies/people.. I can honestly say that dealing with this company (Used Fitness Sales) was one of the easiest/most professional experiences I've ever had. They were extremely responsive, answered every one of my questions, and the delivery was prompt and EASY (which is VERY RARE when dealing with fitness equipment!!!) I will be purchasing from them again & would highly recommend them to anyone reading this right now! -Joe DeFranco, Owner, DeFranco's Gym (Host, Industrial Strength Show)

Kelly L. (5 Star)

I purchased a Keiser spin bike, great customer service, friendly staff, affordable price and the bike was completely gone through while I waited. The fact that they stand by there stuff was a huge plus for me, I left there worry free.



Google Customer Reviews

Aresen's Training (5 star)

Mike and his crew are top notch. I hired his company to move an entire gym and he promised he could do it in one day. He kept his promise. My gyms move schedule was a little hectic, mike was EXTREMELY flexible with schedule and equipment pick up and drop off locations. He brought his crew in on day move and they got to work.. they not only moved the equipment but also organized everything for us in the new facility and managed to dismantle the old gym to bare bones all in ONE DAY. This company means business and I will recommend them to anyone I know! 👍👍

Ben G. (5 Star)

I have been purchasing used and refurbished equipment from Mike for many years. After this many years he is a well trusted friend. In the beginning I obviously didn't know him as well. Literally every single purchase ever has exceeded my expectations by a mile. Today's purchase may be the crown of them all! A beautiful refurbished stair mill! It's just awesome! UFS is reliable, trustworthy and prompt! I wish I could give constructive criticism but there just isn't any to give! They are the best. They have even shipped equipment to friends from all over! Thank you Mike! You are a valued friend and an amazing asset!

MiR (5 Star)

This is such a good company! Selling my year old stairmaster was a seamless, pleasant and easy transaction with great salespeople and great pick up delivery guys. Christina, the salesperson, was so helpful and courteous every step Of the way.



Google Customer Reviews

JC (5 star)

I spent several months researching a replacement for my inconsistently-reliable Bowflex treadmill, for which I could no longer get parts. I have not experienced a single issue with my Life Fitness Lifecycle in over 20 years of use and it still has full parts availability, so I decided to limit my focus to Life Fitness and Precor, the commercial gym equipment leaders for my next purchase. After deciding on a remanufactured Precor AMT and recognizing my need for more than the standard delivery and installation requirements I had because of tight basement bulkhead access, my options became more limited. I also ran into several dead-ends in my inquiries with some Precor equipment companies, because of my installation needs, but then I discovered Used Fitness Sales and all my problems were effortlessly solved. From my first contact with Lauren at Used Fitness Sales, I experienced professionalism above and beyond anything I had known in any prior purchase, including those of luxury brand vehicles and even real estate. She was exceptionally responsive to my questions, completely knowledgeable, never pressured me to purchase and was always a joy with whom to interact. Unlike many sales representatives who disappear after the sale, Lauren remained engaged during the entire process, including after the delivery, to ensure I was completely satisfied with my purchase. My Precor AMT 885/P80 is absolutely beautiful and it looks as well as operates as brand-new. Used Fitness Sales is an exceptional company with the highest of standards and Lauren is without qualification the finest as well as most conscientious sales representative I have ever known and I am a "senior," so I have interacted with quite a few over time. I could not recommend Used Fitness Sales and Lauren more highly, they are simply the best!

Scott D. (5 Star)

Couldn't ask for better service. I bought a used bike over a year ago and they're still taking care of me. Mike is very prompt answering emails and understands your needs. If you're looking for fitness equipment, this is the place to call.



Google Customer Reviews

Kevin D (5 star)

Really excited to be working with these guys, have them as a sponsor and be able to represent them. I've been involved in the fitness industry for 15 years now and I can say Used Fitness Sales.com not only is a local CT business and the best in the industry for gym equipment but they also will help you outside of CT. We've recently upgraded Iron Will Fitness with new equipment and added equipment to our home. This company by far is the easiest equipment company to work with after failed attempts due extremely bad customer service, insane inflated pricing and unwillingness to work inside a budget with other places.....Mike is different. He's a family guy for one which is important. Not only will he stay inside your budget he will do all he can to make sure you leave as a satisfied customer that wants to come back. If there's a piece of equipment he doesn't have in stock he will try and find it for you. The first meeting we had with him we new his company was a good fit and was a company Carmen and I wanted to stand behind. Anyone and I mean anyone looking for gym equipment for their home or business go see Mike. Whether it's a few dumbbells, a treadmill or an entire gym outfit these guys will you welcome you and treat you the same. Just go see Mike and tell him Carmen or I sent you and you'll see why no one else compares.

Thanks usedfitnesssales.com for the support

Stewart (5 Star)

WOW, what a nice bunch of people!!! Really wonderful, I couldn't get a dumbbell handle for my Bowflex and Bowflex referred me to them. I spoke to Christina, who was sooooo nice and they went out of their way to help me find one. I bought the part I needed off EBay under Christina's guidance. I brought it to them, they fixed it while I sat in their office having an enjoyable conversation. I didn't want to leave they seemed like friends I've known for years. They didn't charge me either, WOW !!! Get your gym equipment from these people you won't be disappointed and there inventory is immense and clean.



Statement of Qualifications and Work Plan;

Current Job Title-Fitness Equipment Seller and Installer;

- A) 27 years of experience; Qualified Installer and Service provider for many, popular fitness equipment brands such as, but not limited to; Life Fitness, Hoist, True, Precor, TKO, Matrix Cybex.
- B) We work closely with customers-decision makers in order to pre-engineer a floor plan and a schedule of equipment that will satisfy the needs and demands of the end users to ensure optimal satisfaction and use.
- C) The decision makers that will represent the city of Waterbury, CT will be required to provide accurate feedback in regard to the size of the space, budget and the desired fitness equipment, which will allow our organization to make the best recommendation from our team at Used Fitness Sales.



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

- A) N/A
- B) N/A
- C) N/A
- D) N/A
- E) N/A
- F) N/A
- G) N/A



Used Fitness Sales

Personnel

George Kingsley- Owner | C: (203)509-4944 | **E:** gking16@yahoo.com

Terry Cappelli- Owner | C: (860)417-8335 | **E:** terrycapp12@gmail.com

Mike Ruggia- Manager | C: (203)910-2358 | **E:** mike@usedfitnesssales.com

Christina Lynch- Office Manager/ Sales | C: (860)921-3785 | **E:** christina@usedfitnesssales.com

Antonio Morales- Technician/Service Manager | C: (787)422-0867 | **E:** anthony@usedfitnesssales.com

Rob Markovics- Lead Delivery/ Service Tech | C: (203)551-1141 | **E:** rob@usedfitnesssales.com

Henrique Crivella- Technician

Roberto Hernandez- Technician

Raphael Quinones- Technician/Installer

Eduardo Guimaraes- Technician/Installer



City of Waterbury- upgrade all high school fitness facilities

Prepared for:

City of Waterbury High
Schools

Kevin McCaffery

Director of Purchasing

City of Waterbury

235 Grand Street

Room 103

Waterbury, CT 06702

Prepared by:

Used Fitness Sales

Christina Lynch & Mike
Ruggia

(860)200-8542

christina@usedfitnesssales.com

mike@usedfitnesssales.com

Details:

RFP#: 7226

Version: 1

Delivered: 5/3/22

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

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

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

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

1 RFP-7355 8/1/2022 4 _____
2 _____ 5 _____
3 _____ 6 _____

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

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

06-1416151
Social Security Number
or Federal Identification Number

[Signature]
Signature of Individual or Corporate Name
George Kingsley
Corporate Officer
(if applicable)

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

Name Kingsley Enterprises LLC DBA Used Fitness Sales
By: George Kingsley - Owner
(Title)
Business Address: 235 East Main St.
(City, State, Zip Code)
Thamaston, CT 06787
Phone: (860) 200-8542
Email: Christina@usedfitnesssales.com
Date: 8/1/2022

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

Line #	Website/Catalog	Item Description	Name of Item	Notes	Hyperlink	Item # or code	Retail Price	QTY	Sub-Total	S & H	Install Fee	Total
Enlightenment												
1	Gopher Strength	SkillStix Agility Dot Mat	Dot Mat		https://www.gophersport.com/fitness/saq/skillstix-agility-dot-mat	CJ67-973	\$79.95	3	\$239.85	\$9.59	\$43.17	\$292.61
2	Gopher	Sport Ball	Gopher Rubber Sport Ball Pack		https://www.gophersport.com/pe/balls/rubber-sport-ball-packs?item=5404	CJ02-015	\$969.00	1	\$969.00	\$117.00	\$174.42	\$1,260.42
3	Fight Camp	Fight Camp	Fight Camp Personal		https://joinfightcamp.com/shop/products/fightcamp-personal/		\$999.00	2	\$1,998.00	\$50.00	\$359.64	\$2,407.64
Kennedy HS									\$0.00		\$0.00	\$0.00
4	TRX	Suspension Trainers	TRX suspension trainers		https://store.trxtraining.com/products/trx-pro/	TRX Pro 4 System	\$249.99	8	\$1,999.92	\$0.00	\$359.99	\$2,359.91
5	Perform Better	Cable Accessories and rack	Urethane Grip Cable Accessories & Rack		https://www.performbetter.com/Urethane-Grip-Cable-Club-Pack-with-Rack	#4071-99	\$769.95	1	\$769.95	\$117.00	\$138.59	\$1,025.54
6	Gopher	Cable Machine Accessories	GripCable Machine Accessories Complete Pack		https://www.gophersport.com/fitness/weightlifting/york-cable-accessories?item=137814	GK65-681	\$510.00	1	\$510.00	\$58.00	\$91.80	\$659.80
7	Perform Better	Drive sled low push Attachment	Dual Low Push Handle Attachment		https://www.performbetter.com/Dual-Low-Push-Handle-Attachment-for-the-First-Place-Drive-Sled	#3601-26	\$62.95	1	\$62.95	\$9.95	\$11.33	\$84.23
8	Perform Better	Drive sled shulder attachment	Shoulder push attachment		https://www.performbetter.com/Shoulder-Push-Attachment-for-the-First-Place-Drive-Sled-II	#3601-27	\$129.95	1	\$129.95	\$9.95	\$23.39	\$163.29
9	Gopher	Single Cable Grip	Grip Cable Machine Accessorie/Single Cable Grip		https://www.gophersport.com/fitness/weightlifting/york-cable-accessories	Gk67-759	\$27.00	3	\$81.00	\$18.00	\$14.58	\$113.58
10	Gopher	Medicine Balls	Gopher Impact Medicine Ball set	9 ball set	https://www.gophersport.com/fitness/medicine-balls?tag=oversized	GK65-851	\$899.00	1	\$899.00	\$25.00	\$161.82	\$1,085.82

Working/Proposed Link

Notes

<https://gophersport.com/skillstix-agility-dot-mat>

<https://gophersport.com/gopher-rubber-sport-ball-packs>

<https://www.trxtraining.com/products/digi-camo-trx-pro4-system>

<https://www.tkhttps://www.tkostrength.com/collections/tko-cable-attachments/products/tko-deluxe-stirrup-chrome-handleostrength.com/collections/tko-cable-attachments/products/28-chrome-curl-bar-w-polyurethane> <https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-24-triceps-rope> <https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-28-chrome-curl-bar> <https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-triceps-full-extension-chrome-bar> <https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-seated-row-chinning-chrome-bar> <https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-chrome-pro-style-lat-bar>

<https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-deluxe-stirrup-chrome-handle>

<https://www.tkostrength.com/collections/tko-fitness-medicine-balls/products/wall-ball>

3 10's, 3 14's, 3 20's plus rack

11	Gopher	Medicine Balls	Impact Atlas Medicine Balls	180lb set of 3	https://www.gophersport.com/fitness/medicine-balls/impact-atlas-medicine-ball	GK65-714	\$729.00	1	\$729.00	\$88.00	\$131.22	\$948.22
12	Gopher	SandWeight Grips	Impact DuraGrip Sand Weight Discs	Heavy Set	https://www.gophersport.com/impact-duragrip-sand-weight-discs?item=208611	GK64-424	\$579.00	1	\$579.00	\$69.48	\$104.22	\$752.70
13	Gopher	Foam Rollers	Ultrafit HD Foam Rollers	Extra-Firm 36"L	https://www.gophersport.com/fitness/yoga/ultrafit-foam-roller-packs?item=149004	GK65-693	\$54.95	3	\$164.85	\$19.78	\$29.67	\$214.30
14	Gopher	Roller	Volcano Foam Roller		https://www.gophersport.com/fitness/foam-rollers/volcano?item=9176	GK70-574	\$54.95	3	\$164.85	\$19.78	\$29.67	\$214.30
15	Perform Better	Massage Tool	Tiger Tail 18"		https://www.performbetter.com/Tiger-Tail-Massager?custcol19=49	#2216-18	\$33.95	3	\$101.85	\$15.28	\$18.33	\$135.46
16	Perform Better	Stretch Strap	Stretch out strap		https://www.performbetter.com/Stretch-Out-Strap?custcol29=2	#2233-01	\$19.95	10	\$199.50	\$29.93	\$35.91	\$265.34
17	Gopher	Speed and agility pack	ClassPlus Speed, Agility, & Quickness Pack		https://www.gophersport.com/fitness/sag/sklz-quick-ladder-pro?item=12881	GK01-932	\$69.95	1	\$69.95	\$8.40	\$12.59	\$90.94
18	Gopher	agility Hurdles	SKLZ 6X Hurdles		https://www.gophersport.com/fitness/sag/sklz-6x-hurdles?item=12861	GK04-405	\$54.95	3	\$164.85	\$19.78	\$29.67	\$214.30
19	Perform Better	Lifting Chains	First Place Chrome Plated Lifting Chains	pair of 30lb chain sets	https://www.performbetter.com/First-Place-Chrome-Plated-Lifting-Chains-Pair-of?custcol2=10	SKU: 4075-30	\$134.95	2	\$269.90	\$41.00	\$48.58	\$359.48
20	Perform Better	Core Trainer	First Place Extreme Core Trainer		https://www.performbetter.com/First-Place-Extreme-Core-Trainer	SKU:4063-01	\$269.95	1	\$269.95	\$41.00	\$48.59	\$359.54
21	Gopher	Wireless PA speaker	Amplivox Bluetooth Wireless PA	DISCONTINUED	https://www.gophersport.com/supplies/electronics/amplivox-ipod-wireless-pa?item=2041369	GK18-634	\$815.00	1	\$815.00	\$0.00	\$146.70	\$961.70
22	Gopher	scale	Health O meter Professional Digital Scale	Full size scale- Measure weight, height, BMI	https://www.gophersport.com/assessment/measurement/health-o-meter-digital-scale?item=5038	GK67980	\$659.00	1	\$659.00	\$79.08	\$118.62	\$856.70
23	Gopher	Weight lifting belts	Fortify Weightlifting belts	medium waist	https://www.gophersport.com/fitness/weightlifting/fortify-weightlifting-accessories?item=10315	GK73-893	\$44.95	2	\$89.90	\$10.80	\$16.18	\$116.88

https://www.sweetwater.com/store/detail/EON208P-ibl-eon208p-portable-pa-system?main_web_category_rollup=3/442&mrkgadid=3301332664&mrkgcl=28&mrkggen=gpla&mrkgbflag=0&mrkgcat=livesound&lighting&acctid=21700000001645388&dskeywordid=92700046934840423&lid=92700046934840423&ds_s_kwgid=58700005285189042&ds_s_inventory_feed_id=97700000007215323&dsproductgroupid=426689581196&product_id=EON208P&prodctry=US&prodlang=en&channel=online&storeid=&device=c&network=g&matchtype=&adpos=largenumber&locationid=9003418&creative=280136034898&targetid=aud-994727060565:pla-426689581196&campaignid=1465475237&awsearchcpc=1&gclid=CjwKCAjw3K2XBhAzEiwAmmgrAt8hS2MAhmSLHxoozm8NTP1aqqnTLgVb4u9whYISNsExpnB1g6DBoCJUQ8QAvD_BwE&gclidsrc=aw.ds

24	Gopher	Weight lifting belts	Fortify Weightlifting belts	Large Waist	https://www.gophersport.com/fitness/weightlifting/fortify-weightlifting-accessories?item=10315	GK73-894	\$44.95	2	\$89.90	\$10.80	\$16.18	\$116.88
25	Gopher	Drag Bags	Gopher Drag Bag	complete set	https://www.gophersport.com/fitness/sag/gopher-drag-bag?item=144815	GK64-036	\$139.00	4	\$556.00	\$66.72	\$100.08	\$722.80
26	Gopher	speed chute	Detonate Speed Chute	medium Chute	https://www.gophersport.com/fitness/sag/detonate-speed-chutes?item=5993	GK69-612	\$59.95	4	\$239.80	\$28.78	\$43.16	\$311.74
State Street									\$0.00		\$0.00	\$0.00
27	Everlast	Heavy Bag Stand	Heavy Bag Stand		https://www.everlast.com/heavy-bag-stand	4812BDTC	\$710.00	1	\$710.00	\$0.00	\$127.80	\$837.80
WAMS									\$0.00		\$0.00	\$0.00
28	Titan Fitness	Barbell holder	Vertical Barbell Holder		https://www.titan.fitness/organize/freestanding-storage/barbells%2C-kettlebells%2C-and-dumbbells/deluxe-vertical-5-bar-holder/401151.html		\$79.99	1	\$79.99	\$0.00	\$14.40	\$94.39
Wilby									\$0.00		\$0.00	\$0.00
29	Crutchfield	BlueTooth stereo with 5 speakers	JBL Pro Gym Sound System Bundle		https://www.crutchfield.com/S-WyW3jof7I9C/p_700JBL2GYB/JBL-Pro-Gym-Sound-System-Bundle.html	700JBL2GYB	\$2,724.00	1	\$2,724.00	\$0.00	\$490.32	\$3,214.32
30	ABC Glass and Mirror	Wall Mounted Mirrors	J Channel trim - Wall Mounted Mirrors (20' x 5')		https://abcglassandmirror.com/products/mirrors/gym-mirrors/	20' x 5'	\$2,465.26	1	\$2,465.26	\$0.00	\$443.75	\$2,909.01
31	ABC Glass and Mirror	Wall Mounted Mirrors	J Channel trim - Wall Mounted Mirrors (10' x 5')		https://abcglassandmirror.com/products/mirrors/gym-mirrors/	10' x 5'	\$1,232.63	1	\$1,232.63	\$0.00	\$221.87	\$1,454.50
Grand Totals									20034.8	963.1	\$3,606.26	\$24,604.16

<https://www.tkostrength.com/collections/tko-heavy-bag-stand/products/commercial-heavy-bag-stand>

The piece requested is home quality and not sufficient for light commercial usage.

Line #	Website/Catalog	Item Description	Name of Item	Notes	Hyperlink	Item # or code	Retail Price	QTY	Sub-Total	S & H	Install Fee	Total
Enlightenment												
1	Gopher Strength	SkillStix Agility Dot Mat	Dot Mat		https://www.gophersport.com/fitness/saq/skillstix-agility-dot-mat	CJ67-973	\$79.95	3	\$239.85	\$9.59	\$43.17	\$292.61
2	Gopher	Sport Ball	Gopher Rubber Sport Ball Pack		https://www.gophersport.com/pe/balls/rubber-sport-ball-packs?item=5404	CJ02-015	\$969.00	1	\$969.00	\$117.00	\$174.42	\$1,260.42
3	Fight Camp	Fight Camp	Fight Camp Personal		https://joinfightcamp.com/shop/products/fightcamp-personal/		\$999.00	2	\$1,998.00	\$50.00	\$359.64	\$2,407.64
Kennedy HS									\$0.00		\$0.00	\$0.00
4	TRX	Suspension Trainers	TRX suspension trainers		https://store.trxtraining.com/products/trx-pro/	TRX Pro 4 System	\$249.99	8	\$1,999.92	\$0.00	\$359.99	\$2,359.91
5	Perform Better	Cable Accessories and rack	Urethane Grip Cable Accessories & Rack		https://www.performbetter.com/Urethane-Grip-Cable-Club-Pack-with-Rack	#4071-99	\$769.95	1	\$769.95	\$117.00	\$138.59	\$1,025.54
6	Gopher	Cable Machine Accessories	GripCable Machine Accessories Complete Pack		https://www.gophersport.com/fitness/weightlifting/york-cable-accessories?item=137814	GK65-681	\$510.00	1	\$510.00	\$58.00	\$91.80	\$659.80
7	Perform Better	Drive sled low push Attachment	Dual Low Push Handle Attachment		https://www.performbetter.com/Dual-Low-Push-Handle-Attachment-for-the-First-Place-Drive-Sled	#3601-26	\$62.95	1	\$62.95	\$9.95	\$11.33	\$84.23
8	Perform Better	Drive sled shulder attachment	Shoulder push attachment		https://www.performbetter.com/Shoulder-Push-Attachment-for-the-First-Place-Drive-Sled-II	#3601-27	\$129.95	1	\$129.95	\$9.95	\$23.39	\$163.29
9	Gopher	Single Cable Grip	Grip Cable Machine Accessorie/Single Cable Grip		https://www.gophersport.com/fitness/weightlifting/york-cable-accessories	Gk67-759	\$27.00	3	\$81.00	\$18.00	\$14.58	\$113.58
10	Gopher	Medicine Balls	Gopher Impact Medicine Ball set	9 ball set	https://www.gophersport.com/fitness/medicine-balls?tag=oversized	GK65-851	\$899.00	1	\$899.00	\$25.00	\$161.82	\$1,085.82

Working/Proposed Link

Notes

<https://gophersport.com/skillstix-agility-dot-mat>

<https://gophersport.com/gopher-rubber-sport-ball-packs>

<https://www.trxtraining.com/products/digi-camo-trx-pro4-system>

<https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-deluxe-stirrup-chrome-handleostrength.com/collections/tko-cable-attachments/products/28-chrome-curl-bar-w-polyurethane> <https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-24-triceps-rope> <https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-28-chrome-curl-bar> <https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-triceps-full-extension-chrome-bar> <https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-seated-row-chinning-chrome-bar> <https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-chrome-pro-style-lat-bar>

<https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-deluxe-stirrup-chrome-handle> <https://www.tkostrength.com/collections/tko-fitness-medicine-balls/products/wall-ball>

3 10's, 3 14's, 3 20's plus rack

11	Gopher	Medicine Balls	Impact Atlas Medicine Balls	180lb set of 3	https://www.gophersport.com/fitness/medicine-balls/impact-atlas-medicine-ball	GK65-714	\$729.00	1	\$729.00	\$88.00	\$131.22	\$948.22
12	Gopher	SandWeight Grips	Impact DuraGrip Sand Weight Discs	Heavy Set	https://www.gophersport.com/impact-duragrip-sand-weight-discs?item=208611	GK64-424	\$579.00	1	\$579.00	\$69.48	\$104.22	\$752.70
13	Gopher	Foam Rollers	Ultrafit HD Foam Rollers	Extra-Firm 36"L	https://www.gophersport.com/fitness/yoga/ultrafit-foam-roller-packs?item=149004	GK65-693	\$54.95	3	\$164.85	\$19.78	\$29.67	\$214.30
14	Gopher	Roller	Volcano Foam Roller		https://www.gophersport.com/fitness/foam-rollers/volcano?item=9176	GK70-574	\$54.95	3	\$164.85	\$19.78	\$29.67	\$214.30
15	Perform Better	Massage Tool	Tiger Tail 18"		https://www.performbetter.com/Tiger-Tail-Massager?custcol19=49	#2216-18	\$33.95	3	\$101.85	\$15.28	\$18.33	\$135.46
16	Perform Better	Stretch Strap	Stretch out strap		https://www.performbetter.com/Stretch-Out-Strap?custcol29=2	#2233-01	\$19.95	10	\$199.50	\$29.93	\$35.91	\$265.34
17	Gopher	Speed and agility pack	ClassPlus Speed, Agility, & Quickness Pack		https://www.gophersport.com/fitness/sag/sklz-quick-ladder-pro?item=12881	GK01-932	\$69.95	1	\$69.95	\$8.40	\$12.59	\$90.94
18	Gopher	agility Hurdles	SKLZ 6X Hurdles		https://www.gophersport.com/fitness/sag/sklz-6x-hurdles?item=12861	GK04-405	\$54.95	3	\$164.85	\$19.78	\$29.67	\$214.30
19	Perform Better	Lifting Chains	First Place Chrome Plated Lifting Chains	pair of 30lb chain sets	https://www.performbetter.com/First-Place-Chrome-Plated-Lifting-Chains-Pair-of?custcol2=10	SKU: 4075-30	\$134.95	2	\$269.90	\$41.00	\$48.58	\$359.48
20	Perform Better	Core Trainer	First Place Extreme Core Trainer		https://www.performbetter.com/First-Place-Extreme-Core-Trainer	SKU:4063-01	\$269.95	1	\$269.95	\$41.00	\$48.59	\$359.54
21	Gopher	Wireless PA speaker	Amplivox Bluetooth Wireless PA	DISCONTINUED	https://www.gophersport.com/supplies/electronics/amplivox-ipod-wireless-pa?item=2041369	GK18-634	\$815.00	1	\$815.00	\$0.00	\$146.70	\$961.70
22	Gopher	scale	Health O meter Professional Digital Scale	Full size scale- Measure weight, height, BMI	https://www.gophersport.com/assessment/measurement/health-o-meter-digital-scale?item=5038	GK67980	\$659.00	1	\$659.00	\$79.08	\$118.62	\$856.70
23	Gopher	Weight lifting belts	Fortify Weightlifting belts	medium waist	https://www.gophersport.com/fitness/weightlifting/fortify-weightlifting-accessories?item=10315	GK73-893	\$44.95	2	\$89.90	\$10.80	\$16.18	\$116.88

https://www.sweetwater.com/store/detail/EON208P-ibl-eon208p-portable-pa-system?main_web_category_rollup=3/442&mrkgadid=3301332664&mrkgcl=28&mrkggen=gpla&mrkgbflag=0&mrkgcat=livesound&lighting&acctid=21700000001645388&dskeywordid=92700046934840423&lid=92700046934840423&ds_s_kwgid=58700005285189042&ds_s_inventory_feed_id=97700000007215323&dsproductgroupid=426689581196&product_id=EON208P&prodctry=US&prodlang=en&channel=online&storeid=&device=c&network=g&matchtype=&adpos=largenumber&locationid=9003418&creative=280136034898&targetid=aud-994727060565:pla-426689581196&campaignid=1465475237&awsearchcpc=1&gclid=CjwKCAjw3K2XBhAzEiwAmmgrAt8hS2MAhmSLHxoozm8NTP1aqqnTLgVb4u9whYISNsExpnB1g6DBoCJUQ8QAvD_BwE&gclidsrc=aw.ds

24	Gopher	Weight lifting belts	Fortify Weightlifting belts	Large Waist	https://www.gophersport.com/fitness/weightlifting/fortify-weightlifting-accessories?item=10315	GK73-894	\$44.95	2	\$89.90	\$10.80	\$16.18	\$116.88
25	Gopher	Drag Bags	Gopher Drag Bag	complete set	https://www.gophersport.com/fitness/sag/gopher-drag-bag?item=144815	GK64-036	\$139.00	4	\$556.00	\$66.72	\$100.08	\$722.80
26	Gopher	speed chute	Detonate Speed Chute	medium Chute	https://www.gophersport.com/fitness/sag/detonate-speed-chutes?item=5993	GK69-612	\$59.95	4	\$239.80	\$28.78	\$43.16	\$311.74
State Street									\$0.00		\$0.00	\$0.00
27	Everlast	Heavy Bag Stand	Heavy Bag Stand		https://www.everlast.com/heavy-bag-stand	4812BDTC	\$710.00	1	\$710.00	\$0.00	\$127.80	\$837.80
WAMS									\$0.00		\$0.00	\$0.00
28	Titan Fitness	Barbell holder	Vertical Barbell Holder		https://www.titan.fitness/organize/freestanding-storage/barbells%2C-kettlebells%2C-and-dumbbells/deluxe-vertical-5-bar-holder/401151.html		\$79.99	1	\$79.99	\$0.00	\$14.40	\$94.39
Wilby									\$0.00		\$0.00	\$0.00
29	Crutchfield	BlueTooth stereo with 5 speakers	JBL Pro Gym Sound System Bundle		https://www.crutchfield.com/S-WyW3jof7I9C/p_700JBL2GYB/JBL-Pro-Gym-Sound-System-Bundle.html	700JBL2GYB	\$2,724.00	1	\$2,724.00	\$0.00	\$490.32	\$3,214.32
30	ABC Glass and Mirror	Wall Mounted Mirrors	J Channel trim - Wall Mounted Mirrors (20' x 5')		https://abcglassandmirror.com/products/mirrors/gym-mirrors/	20' x 5'	\$2,465.26	1	\$2,465.26	\$0.00	\$443.75	\$2,909.01
31	ABC Glass and Mirror	Wall Mounted Mirrors	J Channel trim - Wall Mounted Mirrors (10' x 5')		https://abcglassandmirror.com/products/mirrors/gym-mirrors/	10' x 5'	\$1,232.63	1	\$1,232.63	\$0.00	\$221.87	\$1,454.50
Grand Totals									20034.8	963.1	\$3,606.26	\$24,604.16

<https://www.tkostrength.com/collections/tko-heavy-bag-stand/products/commercial-heavy-bag-stand>

The piece requested is home quality and not sufficient for light commercial usage.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

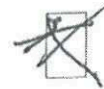
(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self Spouse Joint Child

(Name of Official)

(Position with City)

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

Interest Held By:

Self Spouse Joint Child

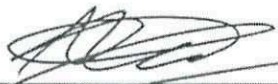
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

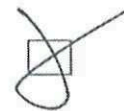
Kingsley Enterprises LLC
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

4/28/2022
Date

George Kingsley
Print or Type Name and Title (if applicable)

DELIVERED | By Mail Hand-Delivered



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

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

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

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

Certification

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

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

Kingsley Enterprises LLC
233 Esso Main St.
Thomaston, CT 06787

Print Name and Title of Authorized Representative:

George Kingsley

Signature of Authorized Representative:



Date: 4/28/2022

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of CT

SS.: 042-76-1618

County of Litchfield

George Kingsley, being first duly sworn, deposes and says that

1. I am the **owner, partner, officer, representative, agent or** of Kingsley Enterprises (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable

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

personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 George Kingsley	MEMBER			50/6069
2 Teddy Cappelli	MEMBER			60/6057
3 Jamie Kingsley	MANAGER			40/1085
4 Teddy Cappelli	MANAGER			602562

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

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

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

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

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

NONE ^(GX)

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 George Kingsley	Member	05-16-1969	50
2 Terry Coppelli	Member	06-16-1957	50
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Used Fitness Sales	900 Main St. Oakville, CT 06779	Thomaston, CT
2		

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

3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Xavier Vinti Lorenna Xhuti
Witness

Kingsley Enterprises LLC
Name of Partnership/Business

By: George Kingsley
Name of General Partner/Sole Proprietor

960 Main St., Oakville, CT 06779
Address of Business

State of CT)

047-76-1618)

ss WATER TOWN

County of Litchfield)

George Kingsley being duly sworn,

Deposes and says that he/she is OWNER of Kingsley Enterprises and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 30 day of July 2022.

TANNITH E. MCDONNELL
NOTARY PUBLIC
State of Connecticut
My Commission Expires
March 31, 2023

Tannith E. McDonnell
(Notary Public)

My Commission Expires: _____

For Corporation

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

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 8/1/2022

To: Jerry Gay- Contract Manager
Department of Education

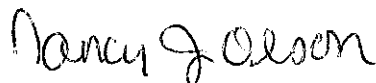
Subject: Tax Clearance

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

Kingsley Enterprises, LLC
George Kingsley
Terry Coppelli
900 Main St.
Oakville, CT 06779

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

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

**CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM**

**Contract Recipient or Vendor Name: Kingsley Enterprises LLC
DBA Steel Beach Gym**

Requesting Department: BOE

**Department Contact: Joe Gorman jgorman@waterbury.k12.ct.us
Jerry Gay jerry.gay@waterbury.k12.ct.us**

**Description of work to be performed: Fitness Center equipment,
installation and training**

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 09/06/2022

Insurance Certificate Term: 01/12/2022 – 01/12/2023

Payment / Performance Bond:

**Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf**

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes

 9/6/22
Risk Manager or Authorized Designee

CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, Virginia Beach, VA 23466. CONTACT NAME: Michele Taylor, PHONE: 916-883-0665, FAX: 610-537-2283, E-MAIL ADDRESS: michele.taylor@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Vantapro Specialty Insurance Company (NAIC # 44768), INSURER B: Technology Insurance Company, Inc. (42376), INSURER C: Progressive Casualty Insurance Co. (24260).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Certified Trainer Professional Liab.

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

The General and Auto Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to The City Waterbury and its Board of Education, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work (See Attached Descriptions)

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: [Signature]

DESCRIPTIONS (Continued from Page 1)

performed by or on behalf of the named insured. The General and Auto Liability and Workers Compensation policy(s) provide a blanket Waiver of Subrogation in favor of the same, when required by written contract. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. This form is subject to any/all respective policy provisions.

**** Workers Comp Information ****

Proprietors/Partners/Executive Officers/Members Excluded:

Jamie Kingsley, Secretary

Terry Cappelli, Treasurer

This Certificate of Insurance replaces the previously issued Certificate of Insurance issued on 09-01-2022 which is now null and void.

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE
Contact Name: Joe Gorman
Description of Project/Work/Services: Gym Equipment

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an 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 Ed 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 Ed.

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

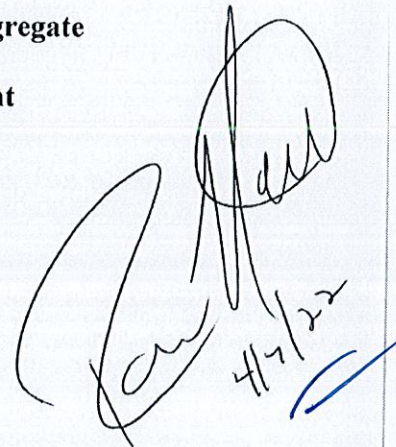
Workers Compensation: WC Statutory Limits
Employer Liability (EL)
\$1,000,000 EL each Accident
\$1,000,000 EL Disease each Employee
\$1,000,000 EL Disease Policy Limits

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

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.



Handwritten signature and date: 4/7/22

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7226

For

FITNESS CENTER EQUIPMENT, INSTALLATION AND TRAINING

Replacement

between

The City of Waterbury, Connecticut

and

Kingsley Enterprises, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and KINGSLEY ENTERPRISES, LLC, D/B/A USEDFITNESSSALES.COM located at 235 East Main Street, Thomaston, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7226 for fitness center equipment, installation and training for seven Waterbury Public Schools (Crosby High School, Enlightenment School, Kennedy High School, State Street Program, Waterbury Arts Magnet School, Waterbury Career Academy and Wilby High School) including delivery; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7226; and

WHEREAS, the City desires to obtain the Contractor'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 Contractor 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 Contractor shall make such revisions

Crystal Burr

From: Don Lorusso
Sent: Tuesday, September 06, 2022 9:08 AM
To: Insurance Requests
Subject: FW: FW: Professional Services Agreement - Fitness Center Equipment
Attachments: COI for Clty of Waterbury.pdf

Importance: High

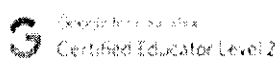
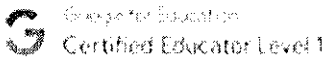
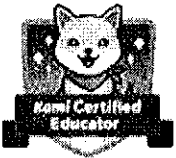
From: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>
Sent: Friday, September 2, 2022 12:36 PM
To: Lori Walsh <lwalsh@ctlawyers.com>; Tom Parisot <TParisot@ctlawyers.com>
Cc: Carrie Swain <cswain@waterbury.k12.ct.us>; Cherokee Dobrushkin <cdobrushkin@waterburyct.org>; Don Lorusso <dlorusso@waterburyct.org>
Subject: FW: FW: Professional Services Agreement - Fitness Center Equipment
Importance: High

Lori – is this needed for the BOA meeting on Tuesday?

Joe

Joseph R. Gorman
Supervisor of Health and Physical Education
Rm. 263, 236 Grand Street
Waterbury, Connecticut 06702
Phone: (203) 574-8051 Ext. 11261 Fax: (203) 597-3432 jgorman@waterbury.k12.ct.us
Past President, Ct. Association of Administrators of Health and Physical Education (CAAHPE)

Health. Moves. Minds.



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From: Mike Ruggia [<mailto:mike@usedfitnesssales.com>]
Sent: Thursday, September 1, 2022 7:32 PM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>; Christina Lynch <christina@usedfitnesssales.com>
Subject: Re: FW: Professional Services Agreement - Fitness Center Equipment

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Hi Jerry, Please see attached COI. Sorry for the delay. Please let me know if you need anything else.

Thank you

Mike Ruggia
Sales & Service
Direct: 860.200.8542



Used Fitness Sales
(Services Local, Regional, Nationwide & Global)
235 East Main St.
Thomaston, CT 06787
TF: 866.497.0494
<https://www.usedfitnesssales.com>

On Mon, Aug 15, 2022 at 1:33 PM JERRY GAY <jerry.gay@waterbury.k12.ct.us> wrote:

Checking in on the status of emailing the executed contract signature page and the LLC Resolution.

Jerry

From: Mike Ruggia [<mailto:mike@usedfitnesssales.com>]

Sent: Friday, August 12, 2022 5:31 PM

To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>

Cc: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>; Christina Lynch <christina@usedfitnesssales.com>; George Kingsley <george@usedfitnesssales.com>

Subject: Re: FW: Professional Services Agreement - Fitness Center Equipment

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Hi Guys, I apologize as Christina is out today and I am just seeing this now. We will have the documents requested brought to you on Monday. As far as the insurance, I just got off the phone with our broker and she is requesting which address to use on the COI. Do we need separate COIs for each school or 1 COI using the town hall address for the city? Please let me know.

Thank you,

Mike Ruggia

Sales & Service

Direct: 860.200.8542



Used Fitness Sales

(Services Local, Regional, Nationwide & Global)

235 East Main St.

Thomaston, CT 06787

TF: 866.497.0494

<https://www.usedfitnesssales.com>

On Fri, Aug 12, 2022 at 3:10 PM JERRY GAY <jerry.gay@waterbury.k12.ct.us> wrote:

Could be....I didn't see anyone else on the threads to also send it to.

Worst case is this approved 9/15 and head to Mayor 9/16.

From: JOSEPH GORMAN

Sent: Friday, August 12, 2022 3:08 PM

To: Mike Ruggia <mike@usedfitnesssales.com>

Cc: JERRY GAY <jerry.gay@waterbury.k12.ct.us>

Subject: FW: FW: Professional Services Agreement - Fitness Center Equipment

Importance: High

Mike – FYI; not sure if Christine is on vacation...

Joe

Joseph R. Gorman

Supervisor of Health and Physical Education

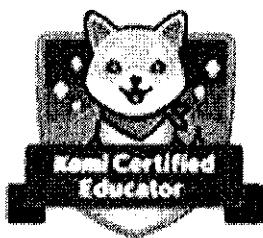
Rm. 263, 236 Grand Street

Waterbury, Connecticut 06702

Phone: (203) 574-8051 Ext. 11261 Fax: (203) 597-3432 jgorman@waterbury.k12.ct.us

Past President, Ct. Association of Administrators of Health and Physical Education (CAAHPE)

Health. Moves. Matters.



Google for Education
Certified Educator Level 1



Google for Education
Certified Educator Level 2

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From: JERRY GAY

Sent: Friday, August 12, 2022 3:01 PM

To: Christina Desanto <christina@usedfitnesssales.com>

Cc: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>

Subject: RE: FW: Professional Services Agreement - Fitness Center Equipment

Importance: High

Christina,

Please see the attached for the contract for Part 2 of the fitness equipment. Plus a new LLC Resolution.

IF you can sign and return these by Monday (even after hours) I am likely to be able add this onto next weeks BOE vote to be approved with the Main Contract.

If not, this will bump to the Sept agenda's.

All the other documents can be reused from the first contract, so it's just these two, plus the COI as per attached limits.

Let me know if there are any concerns or questions and I look forward to hearing from you Monday.

Jerry

From: JERRY GAY

Sent: Thursday, August 11, 2022 3:19 PM

To: 'Christina Desanto' <christina@usedfitnesssales.com>

Cc: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>

Subject: RE: FW: Professional Services Agreement - Fitness Center Equipment

Cristina,

A heads up that I just received the official award letter for the additional RFP 7355 of \$24,604 of items.

I am checking with the Attorney if there is any way we can adjust or add this award onto the prior contract to have one document to the boards.

Or, It may have to exist as it's own contract.

But either way, if he can get it to me in time, and you can sign it in time with a new Resolution, I might have a shot of getting it/them on next weeks vote.

My deadline this time is I must have the package to our Clerk no later than 10am next Tuesday.

The good news is all the other documents would remain valid for this...so nothing beyond the Resolution and contract signature pages.

BUT...The Attorney has to get to me first.

So just wanted to give you a heads up on it, to perhaps have a fast turnaround, if it looks possible.

You'll hear news as soon as I do.

Jerry

From: Christina Desanto [mailto:christina@usedfitnesssales.com]

Sent: Wednesday, August 3, 2022 3:11 PM

To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>

Cc: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>; Carrie Swain <cswain@waterbury.k12.ct.us>

Subject: Re: FW: Professional Services Agreement - Fitness Center Equipment

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

George Kingsley, the person that would be signing, is away until tomorrow afternoon. What time do you need it?

On Wed, Aug 3, 2022 at 3:08 PM JERRY GAY <jerry.gay@waterbury.k12.ct.us> wrote:

Yes, The LLC and the signature page of the contract.

Emailed everything is fine. We can deal with the original signature pages later.

From: JOSEPH GORMAN

Sent: Wednesday, August 3, 2022 2:50 PM

To: Christina Desanto <christina@usedfitnesssales.com>; JERRY GAY <jerry.gay@waterbury.k12.ct.us>

Cc: Carrie Swain <cswain@waterbury.k12.ct.us>

Subject: RE: FW: Professional Services Agreement - Fitness Center Equipment

Christina – if I need to go to Thomaston to pick it up and bring back in time to get to the Clerk of the Board tomorrow, I will.

Joe

Joseph R. Gorman

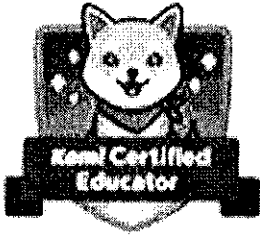
Supervisor of Health and Physical Education

Rm. 263, 236 Grand Street

Waterbury, Connecticut 06702

Phone: (203) 574-8051 Ext. 11261 Fax: (203) 597-3432 jgorman@waterbury.k12.ct.us

Past President, Ct. Association of Administrators of Health and Physical Education (CAAHPE)



Google for Education
Certified Educator Level 1



Google for Education
Certified Educator Level 2

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From: Christina Desanto [mailto:christina@usedfitnesssales.com]
Sent: Wednesday, August 3, 2022 2:43 PM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>
Subject: Re: FW: Professional Services Agreement - Fitness Center Equipment

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Hi Jerry,

The document you need back by tomorrow is the LLC resolution page? I've attached it just so we are on the same page. The contract is what we need to send through the mail because you need the original signatures. Please let me know if I have this right.

Thank you!

Christina

On Wed, Aug 3, 2022 at 2:31 PM JERRY GAY <jerry.gay@waterbury.k12.ct.us> wrote:

Christina,

I find myself in the position of needing to ask you to re-sign the contract as attached above 9(adjusted) and a new resolution.

The attorney had listed the contract cost as including the additional 34K of items your sourced after the proposal closed. They were anticipating adding them onto the contract later on but as the RFP for those additional items is currently running, we can't do it that way.

SO.....He adjusted the contract back to the +221k of just the original proposal cost and we'll deal with the additional 34k later.

Our BOE can process as is with Joe Gorman explaining it, but the Alderman require it to be exactly correct. Their agenda deadline is tomorrow, if there is any way of signing and returning by then. Plus a new resolution.

I am working remotely due to a covid exposure and currently don't have access to my saved files to include a blank resolution. If you need one, we'll find a way.

My apologies in our not catching this sooner...It's simple the attorney trying to save some time and effort later on.

Please reach out if any questions, and I'll take a scan of the signature page and resolution as soon as you can have them done,

Thank You for the extra efforts, Jerry Gay

From: Connor Sullivan [mailto:csullivan@ctlawyers.com]

Sent: Wednesday, August 3, 2022 12:19 PM

To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>

Cc: Tom Parisot <TParisot@ctlawyers.com>; Lori Walsh <lwalsh@ctlawyers.com>

Subject: Professional Services Agreement - Fitness Center Equipment

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Hi Jerry,

Please see attached.

Connor Sullivan

Administrative Assistant

Secor, Cassidy & McPartland, P.C.

41 Church Street

P.O. Box 2818

Waterbury CT, 06723-2818

Direct Dial: (475) 557-7486

Office: (203) 757-9261 (Ext. 1030)

csullivan@ctlawyers.com

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--

Christina Lynch

Sales & Service

Direct: 860.200.8542



Used Fitness Sales

(Services Local, Regional, Nationwide & Global)

235 East Main St.

Thomaston, CT 06787

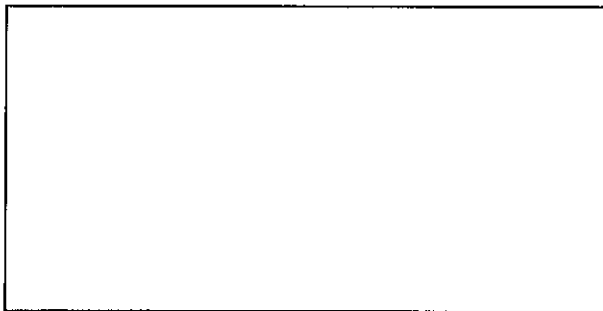
TF: 866.497.0494

www.usedfitnesssales.com

--
Christina Lynch

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www.usedfitnesssales.com

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

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

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

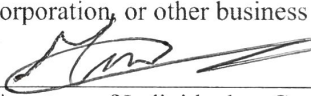
The undersigned acknowledges receipt of addenda numbered: (insert date)

1 RFP-7355 8/1/2022 4 _____
2 _____ 5 _____
3 _____ 6 _____

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

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

06-1416151
Social Security Number
or Federal Identification Number


Signature of Individual or Corporate Name
George Kingsley
Corporate Officer
(if applicable)

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

Name Kingsley Enterprises LLC DBA Used Fitness Sales
By: George Kingsley - Owner
(Title)
Business Address: 235 East Main St.
(City, State, Zip Code)
Thomaston, CT 06787
Phone: (860) 200-8542
Email: Christina@usedfitnesssales.com
Date: 8/1/2022

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.3

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two (2) to the Professional Services Agreement with The SLAM Collaborative, Inc., subject to any non-substantive changes approved by the Corporation Counsel's office, to provide a Long Range Facility Study Plan.

EXECUTIVE SUMMARY

TO: Honorable Boards of Education and Aldermen

FROM: Rosh Maghfour, Interim Chief Operating Officer

DATE: September 12, 2022

SUBJECT: Amendment #2 to the Professional Services Agreement (RFP#6906) for a Long Range Facility Study with SLAM Collaborative, Inc.

SLAM Collaborative, Incorporated was awarded an agreement for professional services for the Long Range Facility Study on July 30, 2021. The base services provide design and planning for educational facility condition assessments, demographic study and utilization analysis, resulting in a master plan for Waterbury Public Schools. The data generated from the investigative portion of the study will inform facility reinvestment and capital renewal, facility-best-use, expansion of successful WPS programs and improved facility utilization over the next 10 years. The initial agreement amount is \$532,000 and is based on a predetermined scope of work.

Under Amendment #1, the consultant utilized additional time to align schedules and hold meetings with key stakeholders, Education and City officials to share findings and acquire input on the recommendations which ultimately pushed the timeline back.

Under Amendment #2, the consultant requires additional time beyond the completion date to finalize Facilities Master Planning portion of the agreement.

The Education Department is requesting your approval for a no-cost extension of time from 340 days to 448 consecutive calendar days.

Thank you for your consideration.

c: Mike Konopka, Michael LeBlanc, File

Amendment 2
To
PROFESSIONAL SERVICES AGREEMENT
RFP No. 6906
For
Long Range Facility Study
between
The City of Waterbury, Connecticut, and
The SLAM Collaborative, Inc.

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and The S/L/A/M Collaborative, Inc., located at 80 Glastonbury Blvd., Glastonbury, Connecticut, a State of Connecticut limited liability company

WHEREAS, the City and the Consultant entered into an Agreement on July 30, 2021 ("Agreement"); and

WHEREAS the parties amended the Agreement by way of Amendment 1 to extend completion of Milestone No. 1 within 340 days; and

WHEREAS the parties now desire to amend the Agreement to extend the term of the Agreement;

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Section 5 of the Agreement, entitled "Contract Time" shall be deleted and replaced as follows:

5. Contract Time. The Consultant shall complete all work and services required under this Contract within 448 consecutive calendar days of execution of the Contract by all parties hereto and the City's issuance of a Notice to Proceed (after Consultant's approved production of all insurances required hereunder) and in accordance with the following Project Milestones ("Contract Time"):

5.1. Time is of the essence in this Agreement. The Consultant agrees to complete Project performance not later than 448 days after the mutual execution of the Agreement and issuance of the Notice to Proceed. Before the Consultant submits his first invoice for professional services to the City, the Consultant shall prepare for the City's review and approval a comprehensive schedule of the performances of the Consultant's services and those of the Consultants. This schedule shall indicate dates of when specific task will be commenced and completed. Once submitted by the Consultant, the Consultant will be bound by that schedule and will not deviate from it without prior written authorization by the City. Whether or not deviations from the schedule have been authorized by the City, the Consultant shall update this schedule as

necessary to reflect City approved changes or unavoidable deviations, indicating probable impacts of those deviations on the performance of the Consultant’s service and Project. However, nothing in this Agreement shall be construed as a waiver of the City’s right to obtain compliance by the Consultant with City approved schedules. 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..

- 2. All other terms, conditions, and provisions of the Agreement amended by this Amendment 1 shall remain in full force and effect and binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this Amendment 1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

The SLAM Collaborative, Inc.

By: _____

Date: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.4

TO BE ADDED

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the U.S. Department of Health and Human Services (SAMHSA) Project AWARE (Advancing Wellness and Resiliency in Education) Grant.



Waterbury Public Schools

Office of Competitive Grants
Louise Allen Brown, J.D., M.P.A., Grant Writer

September 14, 2022

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

RE: Project AWARE (Advancing Wellness and Resiliency in Education) Grant

Dear President Sweeney and Education Commissioners:

The United States Department of Health & Human Services (SAMHSA) has announced a new round of competition for Project AWARE Grants. “The purpose of Project AWARE is to develop a sustainable infrastructure for school-based mental health programs and services.” These are four year grants for which our district may apply. I have been working for several months with district staff (Melina Rodriguez and Nyree Toucet) to position the district for the next round of competition from this grant program. This round of grants was announced sooner than anticipated, and with little time from RFP release date to deadline; yet the opportunity is very important.

The grants require development of a partnership with the State Department of Education, mental health provider(s), and additional community-based organization(s) to work toward the goals of the federal Project AWARE Grant, which are to:

- “Increase awareness of mental health, substance use, and co-occurring issues among school-aged youth.
- Increase the mental health literacy of individuals who interact with school-aged youth to understand and detect the signs and symptoms of mental illness, substance use/misuse, and co-occurring disorders.
- Promote and foster resilience building and mental health well-being for all schoolaged youth.
- Provide positive behavioral health supports; targeted services to those who need more support; and intensive services to those who need them.
- Connect school-aged youth who may have behavioral health issues, including serious emotional disturbance (SED) or serious mental illness (SMI), and their families to needed services.
- Increase and improve access to culturally relevant, developmentally appropriate, and trauma-informed school and community-based AWARE grant activities and services.”

Within the first six months of the grant period, grantees must develop, with their partners, an implementation plan that includes a “school-based mental health intervention system that is based on a three-tiered public health model.” It is expected that the three-tiered approach will be “culturally competent, grief and trauma-informed, developmentally appropriate, evidence-based, or evidence informed, and address the mental health effects of COVID-19.”

The Waterbury project, as developed to date and summarized by M. Rodriguez and N. Toucet, would involve partnering with Community Mental Health Affiliates (CMHA) to provide the district with various school-based interventions such as: continuing to support the facilitation of Bounce Back and Cognitive Behavioral Interventions for Trauma in Schools (CBITS) across the district, which supports students affected by trauma to improve academic, social, emotional, and/or behavioral functioning; and introducing SMART Recovery Groups across the high schools to provide substance use prevention and education for students ages 16-18. In addition, the district will propose to pilot a school-based Extended Day Treatment program at one designated elementary school and one middle school in an effort to increase access to an intermediate level of behavioral health treatment. Also, CMHA would be available to provide Professional Development training, workshops, or consultations around behavioral health and substance abuse disorders. Further project development will continue.

I will continue to work with project staff to develop required documents and to complete an application, and we will make every effort to submit an application through the multiple levels of electronic submission that are required for this grant program in time for this round of competition. The budget will be developed in consultation with staff as well. Applicants may apply for up to \$1.8 million/year depending on the details of their application, for funding up to four years. No matching funds are required.

The grant is due October 13, 2022, but the funder recommends earlier submission to allow for often inevitable electronic returns of applications for submission errors that have to be corrected and resubmitted prior to deadline. I respectfully request your permission to apply for the Project AWARE Grant. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin, Superintendent of Schools
Doreen Biolo, Chief Financial Officer
Miguel Pabon
Melina Rodriguez
Nyree Toucet

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #13.1

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve revised policy #5113.2 - Attendance requirements for Students under 18 years of Age with Respect to Truancy.

Attendance Requirements for Students under 18 years of Age with Respect to Truancy**Introduction and Definitions**

The District's policy on student truancy shall stress early prevention and inquiry leading to remediation of absences rather than imposition of punitive measures for students. Referral to legal authorities normally shall be made only when local resources are exhausted. For purposes of implementing this policy and for reporting purposes regarding truancy, the District will utilize the State Board of Education approved definitions of "excused," "unexcused," and "disciplinary" absences. (Note: Also see Policy entitled "Attendance Requirements for Course Credit or Promotion")

"Truant" shall mean a student age five to eighteen, inclusive, who has four unexcused absences in any one month, or ten unexcused absences in one school year.

"In attendance" shall mean a student if present at his/her assigned school, or an activity sponsored by the school (e.g., field trip), for at least half of the regular school day. A student who is serving an out-of-school suspension or expulsion should always be considered absent.

"Chronically absent child" is an enrolled student whose total number of absences at any time during a school year is equal to or greater than ten percent of the total number of days that such student has been enrolled at such school during such school year.

"Absence" means an excused absence, unexcused absence or disciplinary absence, as those terms are defined by the State Board of Education pursuant to C.G.S. 10-198b.

"Mental health wellness day" means a school day during which a student attends to his/her emotional and psychological well-being in lieu of attending school. Such days must be nonconsecutive.

"District chronic absenteeism rate" means the total number of chronically absent children in the previous school year divided by the total number of children under the jurisdiction of the Board of Education for such school year.

"School chronic absenteeism rate" means the total number of chronically absent children for a school in the previous school year divided by the total number of children enrolled in such school for such school year.

Remediation of Truancy

School personnel shall seek cooperation from parents or other persons having control of such child and assist them in remedying and preventing truancy. The Superintendent of Schools shall develop regulations which will detail the following school district obligations under the district's truancy policy.

1. Notify parents annually of their obligations under the attendance policy.
2. Obtain telephone numbers for emergency record cards or other means of contacting parents or other persons having control of the child during the school day.
3. Establish a system to monitor student attendance.
4. Make a reasonable effort by telephone and by mail to notify parents or other persons having control of the child, enrolled in grades one through eight, inclusive, when a child does not

Attendance Requirements for Students under 18 years of Age with Respect to Truancy, continued

arrive at school and there has been no previously approval or other indication which indicates parents are aware of the absence. *(Note: Persons who in good faith give or fail to give notice pursuant to this section shall be immune from any liability, civil or criminal, which might otherwise be incurred or imposed and shall have immunity with respect to any judicial proceeding which results from such notice or failure to give notice.)*

5. Identify a student as “truant” when the student accumulates four unexcused absences in any month or ten in a school year.
6. Identify a student as “chronically absent” when the student accumulates a total number of absences at any time during a school year that is equal to or greater than ten percent of the total number of days that such student has been enrolled at the school during the school year.
7. Appropriate school staff meet with parents of a child identified as truant or chronically absent to review and evaluate the situation, within ten days of such designation. Such meeting may involve the school or District Attendance Team.

Students so identified may be subject to:

- (a) retention in the same grade to acquire necessary skills for promotion or retention.
- (b) a requirement to complete a summer school program successfully before being promoted to the next grade.
8. When a petition is filed, an educational evaluation of the truant student shall be done by appropriate school personnel if no such evaluation has been performed within the preceding year.
9. Provide coordination of services and refer “truants” to community agencies which provide child and family services.
10. If in existence, refer the child to the children’s probate court truancy clinic.

~~11.—Provide notice to the parents/guardians the information concerning the 2-1-1 Infoline and other pediatric mental and behavioral health screening sources and tools provided by the State Department of Education. Until such time as the State Department of Education provides a truancy model, the Waterbury Public Schools will follow its current truancy procedures.~~

The Board, ~~on or before 8/15/18~~, shall implement a truancy intervention model identified by the Connecticut State Department of Education (SDE) for any school within the District that has a disproportionately high rate of truancy, as identified by the Commissioner of Education. Parents or other persons having control of each child shall be notified of such truancy model. *(Note: The SDE is required to identify these effective truancy intervention models by 8/15/17.)*

Chronic Absenteeism

The Board of Education, in compliance with statute, requires the establishment of attendance review teams when chronic absenteeism rates in the District or at individual schools in the District meet the following circumstances:

1. A District team must be established when the District’s chronic absenteeism rate is 10 percent or higher.

2. A school team must be established when the school chronic absenteeism rate is 15 percent or higher.

Students

5113.2(c)

Attendance Requirements for Students under 18 years of Age with Respect to Truancy, continued

3. A team for either the District or each school must be established when (a) more than one school in the District has a school chronic absenteeism rate of 15 percent or higher or (b) a District has a District chronic absenteeism rate of 10 percent or higher and one or more schools in the District have a school chronic absenteeism rate of 15 percent or higher.

The membership of attendance review teams may consist of school administrators, guidance counselors, school social workers, teachers, chronically absent children, parents or guardians of chronically absent children, and representatives from community-based programs who address issues related to student attendance by providing programs and services to truants.

Each attendance review team shall be responsible for reviewing the cases of truants and chronically absent children, discussing school interventions and community referrals for such truants and chronically absent children and making any additional recommendations for such truants and chronically absent children and their parents or guardians. Each attendance review team shall meet at least monthly.

The District shall utilize the chronic absenteeism prevention and intervention plan developed by the State Department of Education. Such plan must include the means for collecting and analyzing data relating to student attendance, truancy and chronic absenteeism. The data must be disaggregated by school district, school grades and subgroups such as race, ethnicity, gender, eligibility for free and reduced priced lunches, students whose primary language is not English, and students with disabilities.

The District shall annually include in information for the strategic school profile report for each school and the District that submitted to the Commissioner of Education, data pertaining to truancy and chronically absent children.

The Principal or his/her designee of any elementary or middle school located in a town/city designated as an alliance district may refer to the children's truancy clinic established by the Probate Court serving the town/city, a parent/guardian with a child defined as a truant or who is at risk of becoming a truant. (An attendance officer or a police officer shall deliver the citation and summons and a copy of the referral to the parent/guardian.)

(cf. 5113 - Attendance)

Legal Reference: Connecticut General Statutes
10-184 Duties of parents. (as amended by PA-98-243 and PA-00-157)
10-198a Policies and procedures concerning truants (as amended by PA-00-157, PA-11-136 and PA-16-147)
10-198b State Board of Education to define "excused absence", "unexcused absence", and "disciplinary absences"
(as amended by PA 21-46)
10-198c Attendance review teams (as amended by PA-17-14)
10-198d Chronic absenteeism (as amended by PA-18-182)
10-198e-Identification of truancy identification models (as amended by PA-18-182)
10-199 through 10-202 Attendance, truancy in general. (Revised, 1995, PA-95-304)
45a-8c Truancy clinic. Administration. Policies and procedures. Report. (as amended by PA-15-225)
10-220(c) Duties of boards of education (as amended by PA-15-225)
10-202e-f Policy on dropout prevention and grant program.
10-221(b) Board of education to prescribe rules
PA22-47 An Act Concerning Children's Mental Health.
Campbell v New Milford, 193 Conn 93 (1984).
Action taken by the State Board of Education on January 2, 2008, to define "attendance."
Action taken by the State Board of Education on June 27, 2012, to define "excused and "unexcused" absences.

Policy adopted by the Waterbury Board of Education on September 5, 2013. Revised on
November 6, 2014, September 7, 2017, September 20, 2018 and December 16, 2021 *and DRAFT*



BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #13.2

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve revised policy #5141.4 - Reporting of Child Abuse, Neglect and Sexual Assault.

Reporting of Child Abuse, Neglect and Sexual Assault

Connecticut General Statutes Section 17a-101, et seq., requires all school employees of the Board of Education to report suspected child abuse and neglect. The Board of Education recognizes its legal obligations relating to mandated reporting and requires all persons applying for employment with the Board to submit to a record check of the Department of Children and Families Child Abuse and Neglect Registry before the person may be hired.

Mandated reporters include the superintendent, administrators, teachers, substitute teachers, guidance counselors, school counselors, school paraprofessionals, coaches of intramural and interscholastic athletics, nurses, physicians, psychologists, social workers, and licensed behavior analysts either employed by the Board or working in one of the District Schools or any other person who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in District Schools.

Such individual(s) who have reasonable cause to suspect or believe that a child under eighteen (18) years of age has been abused or neglected, has had non-accidental physical injury, or injury which is at variance with the history given of such injury, inflicted upon the child, is placed at imminent risk of serious harm or sexually assaulted by a school employee is required to report such abuse and/or neglect or risk and/or sexual assault in accordance with applicable state statutes. The mandated reporting requirement regarding the sexual assault of a student by a school employee applies based on the person's status as a student, rather than his or her age.

The Board shall annually distribute the mandated reporter policy electronically to all school employees. The Board shall annually distribute electronically, to all school employees, Board members, and parents and guardians of enrolled students, (1) guidelines on identifying and reporting child sexual abuse, starting in the 2022-23 school year, and (2) information on DCF's sexual abuse and assault awareness and prevention program.

A mandated reporter's suspicion may be based on factors including, but not limited to, observations, allegations, facts or statements by a child, victim or third party. Suspicion or belief does not require certainty or probable cause.

In furtherance of CGS 17a-101 et. seq., and its purpose, it is the policy of the Board of Education to require all employees of the Board of Education to report suspected abuse and/or neglect, or imminent risk of serious harm, in accordance with the procedures set forth in this policy.

Furthermore, the Board of Education requires all personnel who have reasonable cause to suspect or believe that a child, under the age of eighteen (18), except in the case of sexual assault by a school employee, has been abused, neglected, has had non-accidental physical injury, or injury which is at variance with the history given of such injury, is placed in imminent danger of serious harm or has been sexually abused by a school employee to report such cases in accordance with the law, Board policy and administrative regulations. The mandatory reporting requirement regarding the sexual assault of a student by a school employee applies based on the person's status as a student, rather than his or her age.

An oral report by telephone or in person shall be made as soon as possible but not later than twelve (12) hours to the Commissioner of Children and Families or his/her designee or a law enforcement agency **and** to the Superintendent of Schools or his/her designee followed within 48 hours by a written or electronic report to the Commissioner of Children and Families or

his/her designee. (The Department of Children and Families (DCF) has established a 24-hour Child Abuse and Neglect Hotline, "Careline", at 1-800-842-2288 for the purpose of making such oral reports.)

Online reports may be made to the Careline by mandated reporters if the report is of a non-emergent nature. A non-emergent situation is one in which a report is mandated but the child is not in immediate risk. *(Note: Mandated reporters reporting electronically when they reasonably suspect that a child has been abused, neglected or placed at risk of imminent harm in a "non-emergent" situation, can do so without risk that they will be subject to a failure to report finding and subsequent penalties.)*

Any person who intentionally and unreasonably interferes with or prevents the making of a report pursuant to this section, or attempts or conspires to do so will be subject to criminal prosecution under law. State law also prohibits retaliation against a mandated reporter for fulfilling his/her obligations to report suspected child abuse or neglect.

Students

5141.4(b)

Reporting of Child Abuse, Neglect and Sexual Assault, continued

The oral and written reports shall include, if known, (1) the names and addresses of the child and his/her parents/guardians or other persons responsible for his/her care; (2) the child's age; (3) the child's gender; (4) the nature and extent of the child's injury or injuries, maltreatment or neglect; (5) the approximate date and time the injury or injuries, maltreatment or neglect occurred; (6) information concerning any previous injury or injuries to or maltreatment or neglect of the child or his/her siblings; (7) the circumstances in which the injury or injuries, maltreatment or neglect came to be known to the reporter; (8) the name of the person(s) suspected to be responsible for causing such injury or injuries, maltreatment or neglect; (9) the reasons such person or persons are suspected of causing such injury or injuries, maltreatment or neglect of a child and (11) whatever action, if any, was taken to treat, provide shelter or otherwise assist child.

If the report of abuse, neglect or sexual assault involves an employee of the District as the perpetrator, the District may conduct its own investigation into the allegation provided such investigation shall not interfere with or impede any investigation conducted by the Department of Children and Families or by a law enforcement agency.

The Board recognizes that the Department of Children and Families is required to disclose records to the Superintendent of Schools in response to a mandated report's written or oral report of abuse or neglect or if the Commissioner of the Department of Children and Families has reasonable belief that a school employee abused or neglected a student. Not later than five (5) working days after an investigation of child abuse or neglect by a school employee has been completed, the Department of Children and Families is required to notify the school employee and the Superintendent and the Commissioner of Education of the investigation's results and shall provide records, whether or not created by the Department, concerning such investigation.

If the Department of Children and Families has reasonable cause, and recommends the employee be placed on DCF's Child Abuse and Neglect Registry, the Superintendent shall suspend such employee.

The Board shall provide to employees in-service training regarding the requirements and obligations of mandated reporters including training offered by the Department of Children and Families. Each school employee is required to complete an initial training program offered by

DCF and, not later than three (3) years after completion of the initial training program, shall thereafter, retake such refresher training course at least once every three years.

This policy shall be distributed annually to all employees. Documentation shall be maintained that all employees have, in fact, received the written policy and completed initial and refresher training related to mandated reporting of child abuse and neglect as required by law.

The Board of Education will post the telephone number of the Department of children and Families' child abuse hotline, Careline, and the Internet web address that provides information about the Careline in each District school in a conspicuous location frequented by students. Such posting shall be in various languages most appropriate for the students enrolled in the school.

Students

5141.4(c)

Reporting of Child Abuse, Neglect and Sexual Assault, continued

The principal for each school under the District's jurisdiction shall annually certify to the superintendent that each school employee working at such school is in compliance with the requirements of the Department of Children and Families training.

The Board will establish a confidential rapid response team to coordinate with the Department of Children and Families to (1) ensure prompt reporting of suspected child abuse or neglect or 1st, 2nd, 3rd or 4th degree sexual assault, 1st degree aggravated sexual assault or 3rd degree sexual assault with a firearm of a student not enrolled in adult education by a school employee and (2) provide immediate access to information and individuals relevant to the Department of Children and Families' investigation of such cases. The confidential response team shall consist of (1) a local teacher and the Superintendent, (2) a local police officer and (3) any other person the Board or the Superintendent deems appropriate.

The Board of Education will not employ anyone who was terminated or resigned after a suspension based on the Department of Children and Families' investigation, if he or she has been convicted of (1) child abuse or neglect or (2) 1st, 2nd, 3rd or 4th degree sexual assault; 1st degree aggravated sexual assault or 3rd degree sexual assault with a firearm of a student who is not enrolled in adult education

The Board will not employ an individual who was terminated or resigned, if he or she (1) failed to report the suspicion of such crimes when required to do so or (2) intentionally and unreasonably interfered with or prevented a mandated reporter from carrying out this obligation or conspired or attempted to do so. This applies whether or not an allegation of abuse, neglect or sexual assault has been substantiated.

(cf 5145.511)

Legal Reference: Connecticut General Statutes

10-220a	Inservice training. Professional development committees. Institutes for educators. Cooperating teacher program, regulations <i>(as amended by PA 11-93)</i>
10-221d	Criminal history records check of school personnel. Fingerprinting. Termination or dismissal <i>(as amended by PA 11-93)</i>
10-221s	Investigations of child abuse and neglect. Disciplinary action. <i>(as amended by PA 16-188)</i>
17a-28	Definitions. Confidentiality of and access to records; exceptions. Procedure for aggrieved persons. Regulations <i>(as amended by PA 11-93 and PA 14-186)</i>

- 17a-101 Protection of children from abuse. Mandated reporters. Educational and training program. Model mandated reporting policy. ~~(as amended by PA 96-246, PA 00-220, PA 02-106, PA 03-168, PA 09-242, PA 11-93, PA 15-205, PA 18-15 and PA 18-17)~~
- 17a-101a Report of abuse, neglect by or injury of child or imminent risk of serious harm to the child. Penalty for failure to report. Notification of Chief State's Attorney. ~~(as amended by PA 02-106, PA 11-93, and PA 15-205, PA 18-15 and PA 18-17)~~
- 17a-101b Report by mandated reporters. Notification of law enforcement agency when allegation of sexual abuse or serious physical abuse. Notification of person in charge of institution, facility or school when a staff member suspected of abuse or neglect.
- 17a-101c Written or electronic report by mandated reporter.
- 17a-101d Contents of reports.

Students 5141.4(d)

Reporting of Child Abuse, Neglect and Sexual Assault, continued

- 17a-101e Employer prohibited from discriminating or retaliating against employee who makes a good faith report or testifies re child abuse or neglect. Immunity from civil or criminal liability. False report of child abuse. Referral to Office of the Chief State's Attorney. Penalty.
- 17a-101g Classification and evaluation of reports. Determination of abuse or neglect of child. Investigation. Notice, entry of recommended finding. Referral to local law enforcement authority. Home visit. Removal of child in imminent risk of harm. Family assessment response program. Development of service plans and plans of care. Monitoring. Disclosure of information to community providers. Annual report.
- 17a-101i Abuse or neglect by school employees or staff member of public or private institution or facility providing care for children. Notice. Adoption of policy. Employee training program.
- 17a-101o School employee failure or delay in reporting child abuse or neglect. Policy re delayed report by mandated reporters.
- 17a-106 Cooperation in relation to prevention, identification and treatment of child abuse/neglect.
- 10-151 Teacher Tenure Act.
- DCF Policy 22-1-3 Mandated Reporter's Failure to Report.
- PA 22-87 An Act Concerning the Identification and Prevention of and Response to Adult Sexual Misconduct Against Children.*

Policy adopted by the Waterbury Board of Education on September 6, 2012. Revised on February 4, 2016, June 15, 2017, September 7, 2017, September 20, 2018, and October 15, 2020

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BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #13.3

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve revised policy #5145.511 - Sexual Abuse Prevention and Education Program.

Sexual Abuse Prevention and Education Program

Sexual violence is a multi-layered oppression that occurs at the societal and individual level and is connected to and influenced by other forms of oppression, in particular, sexism, racism and heterosexism. On the societal level, it is the preponderance of attitudes, actions, social norms that perpetuate and sustain environments and behaviors that promote a cultural tolerance, acceptance, and denial of sexual assault and abuse. On an individual level, sexual violence is a wide range of sexual acts and behaviors that are unwanted, coerced, committed without consent, or forced either by physical means or through threats.

Sexual abuse refers to coerced or forced sexual contact or activity that may be ongoing or occurs over time, often within a trusting relationship. Most victims know their perpetrators. Perpetrators are usually older than their victims and may trick or force them into gradually doing the sexual behavior. The sexual behavior may not be violent and may even be pleasurable to the child, who doesn't necessarily know it is wrong. Perpetrators of ongoing sexual abuse control the child/youth through secrecy, shame, or threats. Children cannot consent to sexual contact with adults or older youth, and sexual contact is considered abuse, regardless of whether it includes touching or not.

Sexual assault can be defined as any type of sexual contact or behavior that occurs by force or without consent of the recipient of the unwanted sexual activity. This includes sexual activity such as forced sexual intercourse, forcible sodomy, child molestation, incest, fondling, and attempted rape. It includes sexual acts against people who are unable to consent either due to age or lack of capacity.

The Waterbury School District ensures that schools sustain healthy, positive, and safe learning environments for all students. This requires the efforts of the entire staff.

The Waterbury Public Schools shall implement the Sexual Abuse and Assault Awareness and Prevention Program identified or developed, in compliance with P.A. 14-196, by the Department of Children and Families, in collaboration with the Department of Education and other assisting entities, with the goal of informing students and staff about child sexual abuse and assault awareness and available resources.

The program shall include, but not be limited to:

1. Adopting a child sexual abuse and assault awareness curriculum to provide age-appropriate information to teach students between appropriate and inappropriate conduct in situations where child sexual abuse or assault could occur, and to identify actions a child may take to prevent and report sexual abuse or sexual assault;
 - a. Providing students with resources and referrals to handle these potentially dangerous situations;
 - b. Providing students access to available counseling and educational support;
2. Providing mandatory training to all District staff to ensure they are fully informed on:
 - a. The warning signs of sexual abuse and sexual misconduct involving a child,
 - b. Mandatory reporting requirements,
 - c. School District policies, and

Sexual Abuse Prevention and Education Program, continued

- d. Establishing and maintaining professional relationships with students, available resources for children affected by sexual abuse, sexual assault or misconduct.
 - e. Prevention and identification of, and response to, child sexual abuse and assault
 - f. Bystander and appropriate interaction with children training programs
3. Providing students age-appropriate educational materials designed for children in grades kindergarten to twelve, inclusive, regarding child sexual abuse and assault awareness and prevention that may include, but not be limited to:
- a. The skills to recognize:
 - i. Child sexual abuse and assault,
 - ii. Boundary violations and unwanted forms of touching and contact, and
 - iii. Ways offenders groom or desensitize victims
 - b. Strategies to promote disclosure, reduce self-blame and mobilize bystanders.
 - c. Actions that child victims of sexual abuse and assault may take to obtain assistance.
 - d. Intervention and counseling options for child victims of sexual abuse and assault.
 - e. Access to educational resources to enable child victims of sexual abuse and assault to succeed in school.
 - f. Uniform procedures for reporting instances of child sexual abuse and assault to school staff members.

The lessons should be evidence-informed, developmentally and age appropriate and informed by the required curricula standards and performance indicators contained in the SDE Guidelines (Section Three).

- 4. Methods for increasing teacher, student, and parent awareness of issues regarding sexual abuse of children; and
- 5. Permitting students to opt-out from participating in classroom instruction regarding sexual abuse and sexual assault upon receipt by the Principal or his/her designee of a written request from the student's parent/guardian. Such request shall be sufficient to exempt the student from such program in its entirety or from portions of it so specified by the parent/guardian.

Students, parents/guardians, teachers and school staff and school volunteers shall be provided information, at a minimum on an annual basis, on the District's policy and procedures against sexual abuse and assault. The information shall include evidence-based methods of preventing sexual abuse and assault, as well as how to effectively identify and respond to sexual abuse and incidents within the scope of the school.

The District shall utilize existing resources, including but not limited to, student support services staff (e.g. school social workers, school counselors, school psychologists) to assist in providing sexual abuse and assault intervention and prevention training.

Sexual Abuse Prevention and Education Program, continued

Reporting Child Sexual Abuse and Assault

Students shall be encouraged to disclose abuse to a trusted adult member of the staff, including, but not limited to, teachers, administrators, nurses, coaches, and counselors. Child abuse reporting procedures will be followed for all acts of violence and sexual abuse against children as delineated in policy #5141.4, "Reporting of Suspected Child Abuse," and its accompanying regulations.

Connecticut General Statutes §17a-101, as amended, requires all school employees including the Superintendent of Schools, school teachers, substitute teachers, administrators, school guidance counselors, school paraprofessionals, licensed nurses, physicians, psychologists, social workers, coaches of intramural or interscholastic athletics, or any other person, who in the performance of his/her duties, has regular contact with students and who provides services to District students, who have reasonable cause to suspect or believe that a child has been abused, neglected, or placed in imminent risk of serious harm to report such abuse and/or neglect in compliance with applicable state statutes.

An oral report by telephone or in person shall be made as soon as possible but no later than 12 hours to the Commissioner of Children and Families and to the Superintendent of Schools or his/her designee followed within 48 hours by a written report to the Department of Children and Families.

Reporting suspected abuse and/or neglect of children, in addition to the requirements pertaining to staff training, record keeping and dissemination of this policy, shall be in accordance with the procedures established and set forth in the Administrative Regulation #5151.4.

(cf. 5131.911 — Bullying)
(cf. 5141.4 — Reporting of Suspected Child Abuse)
(cf. 5145.5 — Sexual Harassment)

Legal Reference: Connecticut General Statutes 17a-101q Statewide sexual abuse and assault awareness and prevention program.

A Statewide K-12 Sexual Assault and Abuse Prevention and Awareness Program developed by DCF, SDE, and Connecticut Alliance (The Alliance) to End Sexual Violence.

PA 22-87 An Act Concerning the Identification and Prevention of and Response to Adult Sexual Misconduct Against Children.

P.A. 14-196, An Act Concerning a State-Wide Sexual Abuse and Assault Awareness Program

Policy adopted by the Waterbury Board of Education on September 7, 2017

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BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

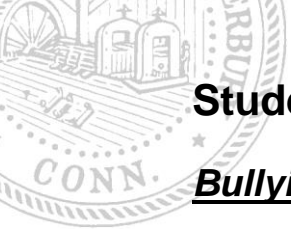
Item #13.4

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve revised policy #5131.911 - Bullying/Cyber Policy & Plan.



Bullying/Cyber-Bullying Policy

The Waterbury Public Schools are committed to providing an educational environment where the right and dignity of every student is respected.

A. POLICY STATEMENT: The Waterbury Board of Education is committed to creating and maintaining an educational environment that is physically, emotionally and intellectually safe and thus free from bullying, harassment and discrimination. In accordance with state law and the Board’s Safe School Climate Plan, the Board expressly prohibits any form of bullying behavior on school grounds; at a school-sponsored or school-related activity, function or program, whether on or off school grounds; at a school bus stop; on a school bus or other vehicle owned, leased or used by a local or regional board of education; or through the use of an electronic device or an electronic mobile device owned, leased or used by Board of Education. The Board also prohibits any form of bullying behavior outside of the school setting if such bullying 1) causes physical or emotional harm to a student or such student’s property; 2) places a student in reasonable fear of harm to himself or herself or of damage to his or her property; 3) creates a hostile environment at school for such student; 4) infringes on the rights of such student at school; or 5) substantially disrupts the educational process.

Discrimination and/or retaliation against an individual who reports or assists in the investigation of any act of bullying are likewise prohibited. Any student who engages in bullying behavior shall be subject to appropriate disciplinary action, which action may include suspension and expulsion, and/or referral to law enforcement officials in accordance with the Board’s policies and state and federal law. In addition, the Waterbury Board of Education will address teen dating violence in accordance with its Safe School Climate Plan.

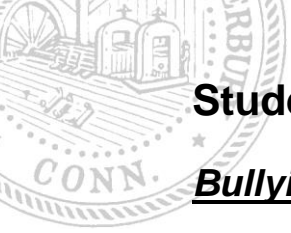
B. DEFINITIONS:

Bullying is defined as the repeated use by one or more students of a written, oral or electronic communication, such as cyber-bullying, directed at or referring to another student attending school in the same school district, or a physical act or gesture by one or more students repeatedly directed at another student attending school in the same school district, that:

- a) causes physical or emotional harm to such student or damage to such student's property;
- b) places such student in reasonable fear of harm to himself or herself, or of damage to his or her property;
- c) creates a hostile environment at school for such student;
- d) infringes on the rights of such student at school; or
- e) substantially disrupts the education process or the orderly operation of a school.

Bullying shall include, but is not be limited to, a written, oral or electronic communication or physical act or gesture based on any actual or perceived differentiating characteristics, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics.

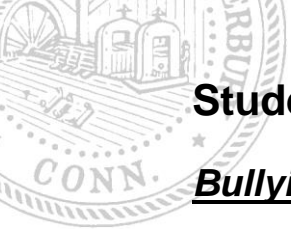
Cyber-bullying means any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile telephone or other mobile electronic devices or any electronic communications.



Bullying/Cyber-Bullying Policy, continued

C. DISTRICT PROGRAM AND SAFE SCHOOL CLIMATE PLAN: The Safe School Climate Plan (“Plan”) is a multi-faceted approach to improving overall school climate and to prohibit and address any incidences of bullying and teen dating violence in the Waterbury Public Schools. The Waterbury Board of Education authorizes the Superintendent of the Waterbury Public Schools or his/her designee, along with the District Safe School Climate Coordinator, Safe School Climate Specialists and Safe School Climate Committees to develop, approve and adopt a Safe School Climate Plan in accordance with state law in furtherance of this policy. The Plan is to be periodically reviewed and revised as appropriate. Such Plan shall include, but not be limited to provisions which:

1. Enable students to anonymously report acts of bullying to school employees and require students and the parents/guardians of students to be notified annually of the process by which students may make such reports;
2. Enable parents/guardians to file written reports of suspected bullying;
3. Address teen dating violence.
4. Require school employees who witness acts of bullying or receive reports of bullying to orally notify the safe school climate specialist or another school administrator if the safe school climate specialist is unavailable, not later than one school day after such school employee witnesses or receives a report of bullying, and to file a written report not later than two school days after making such an oral report;
5. Require the safe school climate specialist to investigate or supervise the investigation of all reports of bullying and ensure that such investigation is completed promptly after receipt of any written report;
6. Require the safe school climate specialist to provide prompt notice that such investigation has commenced to the parents or legal guardians of the student alleged to have committed an act or acts of bullying and the parents or legal guardians of the student against whom such alleged act or acts were directed;
7. Require the safe school climate specialist to review any anonymous reports, except that no disciplinary action shall be taken solely on the basis of an anonymous report;
8. Require each school to have a prevention and intervention strategy, as defined by statute, for school employees to deal with bullying and teen dating violence;
9. Provide for the inclusion of language about bullying and teen dating violence in student codes of conduct and in all students handbooks;
10. Require each school to notify parents or guardians of students who commit any verified act of bullying and the parents or guardians of any student against whom such acts were directed not later than forty-eight hours after the completion of the investigation;
11. Require each school to invite the parents or guardians of a student against whom such act was directed to a meeting to communicate to such parents or guardians the measures being taken by the school to ensure the safety of the student against whom such act was directed and policies and procedures in place to prevent further acts of bullying;



Bullying/Cyber-Bullying Policy, continued

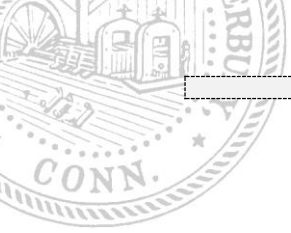
12. Require each school to invite the parents or legal guardians of the student who commits any verified act of bullying to a meeting separate and distinct from the meeting referenced in 11 above of this subsection, to discuss specific interventions undertaken by the school to prevent further acts of bullying.
13. Establish a procedure for each school to document and maintain records relating to reports and investigations of bullying in such school and to maintain a list of the number of verified acts of bullying in such school and make such list available for public inspection, and annually report such number to the Department of Education and in such manner as prescribed by the Commissioner of Education;
14. Direct the development of case-by-case interventions for addressing repeated incidents of bullying against a single individual or recurrently perpetrated bullying incidents by the same individual that may include both counseling and discipline;
15. Prohibit discrimination and retaliation against an individual who reports or assists in the investigation of an act of bullying;
16. Require the development of student safety support plans for students against whom an act of bullying was directed that addresses safety measures the school will take to protect such students against further acts of bullying;
17. Require the principal of a school or the principal’s designee, to notify the appropriate local law enforcement agency when such principal or the principal’s designee believes that any act of bullying constitutes criminal conduct;
18. Prohibit bullying (A) on school grounds, at a school-sponsored or school-related activity, function or program whether on or off school grounds, at a school bus stop, on a school bus or other vehicle owned, leased or used by a local or regional board of education, or through the use of an electronic device or an electronic mobile device owned, leased or used by the local or regional board of education, and (B) outside of the school setting if such bullying (i) creates a hostile environment at school for the students against whom such bullying was directed, (ii) infringes on the rights of the student against whom such bullying was directed at school, or (iii) subsequently disrupts the education process or the orderly operation of a school;
19. Require, at the beginning of each school year, for each school to provide all school employees with a written or electronic copy of the school district’s safe school climate plan; and
20. Require all school employees to annually complete the training required by C.G.S. 10-220a, as amended on bullying prevention and related topics.

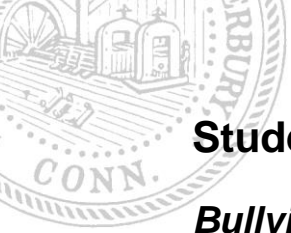
Any information provided under this policy or accompanying Safe School Climate Plan shall be provided in accordance with the confidentiality restrictions imposed under the Family Educational Rights and Privacy Act (“FERPA”) and any Board policy regarding student confidentiality and access to records.

Legal Authority: Conn. Gen. Stat. Section 10-222d et. seq. as amended by Public Acts 14- 242, 14-172 and 14-232.

**Policy adopted by the Waterbury Board of Education on July 26, 2012
and revised on November 6, 2014**

DRAFT





Bullying – Safe School Climate Plan (Regulation)

Purpose/Priority Statement

The Waterbury Board of Education (Board) is committed to creating and maintaining an educational environment that is physically, emotionally and intellectually safe and thus free from bullying, teen dating violence, harassment and discrimination. The District has developed the following Safe School Climate Plan to promote a secure and happy school climate, conducive to teaching and learning, create a consistency of approach and to create a climate in which all types of bullying are regarded as unacceptable. Attitudes and practices can contribute to bullying, to lower levels of confidence, self-esteem and lack of achievement.

The following plan, “The Waterbury Public Schools Safe School Climate Plan (Plan),” addresses the mandated areas of compliance which are required under C.G.S.10-222d as amended. In addition to the following current efforts, the administration, faculty and staff of this District commit to continue to improve, enhance, and update both the Plan and its implementation in order to best serve the students, parents, guardians and the community.

I. Prohibition Against Bullying

A. On School Grounds

The Board of Education (Board) prohibits bullying (a) on school grounds, at a school- sponsored or school-related activity, function or program whether on or off school grounds, at a school bus stop, on a school bus or other vehicle owned, leased or used by the Board, or through the use of an electronic device or an electronic mobile device owned, leased or used by the Board.

B. Off Campus/Outside the School Setting

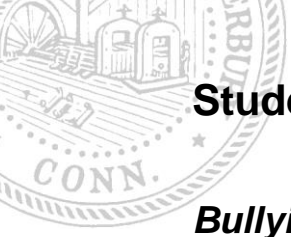
The Board also prohibits any form of bullying outside of the school setting if such bullying (i) creates a hostile environment at school for the student against whom such bullying was directed, (ii) infringes on the rights of the student against whom such bullying was directed at school, or (iii) substantially disrupts the education process or orderly operation of a school.

C. Retaliation Prohibited

In addition to prohibiting student acts which constitute bullying, the Board also prohibits discrimination and/or retaliation against an individual who reports or assists in the investigation of an act of bullying.

D. Student Discipline

Students who engage in bullying behavior in violation of Board policy and the Plan shall be subject to school discipline, up to and including expulsion in accordance with the Board’s policies on student discipline and consistent with state and federal law.



Bullying – Safe School Climate Plan (Regulation) continued

II. Definitions

“**Bullying**” means the repeated use by one or more students of a written, oral or electronic communication, such as cyberbullying, or a physical act or gesture by one or more students repeatedly directed at or referring to another student attending school in the same school district that:

- A. causes physical or emotional harm to such student or damage to such student’s property,
- B. places such student in reasonable fear of harm to himself or herself, or of damage to his or her property,
- C. creates a hostile environment at school for such student,
- D. infringes on the rights of such student at school, or
- E. substantially disrupts the education process or the orderly operation of a school.

Bullying shall include, but not be limited to, a written, oral or electronic communication or physical act or gesture based on any actual or perceived differentiating characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics. (The student against whom the activity is directed must be attending school in the same district as the students engaged in the activity.)

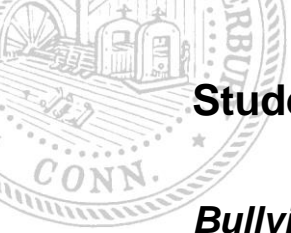
“**Cyberbullying**” means any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile telephone or other mobile electronic devices or any electronic communications.

“**Gender Identity or expression**” means a person’s gender related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth.

“**Electronic communication**” means any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic or photo-optical system.

“**Hostile environment**” means a situation in which bullying among students is sufficiently severe or pervasive to alter the conditions of the school climate.

“**Mobile electronic device**” means any hand-held or other portable electronic equipment capable of providing data communication between two or more individuals, including, but not limited to, a text messaging device, a paging device, a personal digital assistant, a laptop computer, equipment that is capable of playing a video game or a digital video disk, or equipment on which digital images are taken or transmitted.



Bullying – Safe School Climate Plan (Regulation) continued

“Outside of the school setting” means at a location, activity or program that is not school related, or through the use of an electronic device or a mobile electronic device that is not owned, leased or used by a local or regional Board of Education.

“Prevention and Intervention Strategy” may include but is not limited to, (1) implementation of a positive behavioral interventions and supports process or another evidence-based model approach for safe school climate or for the prevention of bullying identified by the Department of Education, (2) School rules prohibiting bullying, harassment and intimidation and establishing appropriate consequences for those who engage in such acts, (3) adequate adult supervision of outdoor areas, hallways, the lunchroom and other specific areas where bullying is likely to occur, (4) inclusion of grade-appropriate bullying education and prevention curricula in kindergarten through high school, (5) individual interventions with the bully, parents and school employees and interventions with the bullied child, parents and school employees, (6) school wide training related to safe school climate, (7) student peer training, education and support and (8) promotion of parent involvement in bullying prevention through individual or team participation in meetings, trainings and individual interventions.

“School employee” means (a) a teacher, substitute teacher, school administrator, school Superintendent, guidance counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by a local or regional Board of Education or working in a public elementary, middle or high school; or (b) any other individual who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in a public elementary, middle or high school, pursuant to a contract with the local or regional Board of Education.

“School climate” means the quality and character of school life with a particular focus on the quality of the relationships within the school community between and among students and adults. (It is based on peoples’ experiences of school and reflects norms, goals, values, interpersonal relationships, teaching and learning practices and organizational structures.)

“Teen Dating Violence” means any act of physical, emotional or sexual abuse, including stalking, harassing and threatening, that occurs between two students who are currently in or have recently been in a dating relationship.

III. Leadership, Administrative and School Personnel Responsibilities

A. School Employees

Any school employee who witnesses acts of bullying or receives a report of must orally notify the Safe School Climate Specialist or another administrator when the Safe School Climate Specialist is not available not later than one school day after such employee witnesses or receives a report of bullying. The school employee must file a written report not later than two school days after making such oral report. (Form B) Reports shall be appropriately investigated by the Safe School Climate Specialist or another administrator when the Safe School Climate Specialist is not available.



Bullying – Safe School Climate Plan (Regulation) continued

B. District Safe School Climate Coordinator

For the school year commencing July 1, 2012, and each school year thereafter, the Superintendent of Schools shall appoint, from among existing District staff, a District Safe School Climate Coordinator.

The Coordinator shall:

1. Implement the District’s Safe School Climate Plan;
2. Collaborate with safe school climate specialists, the Board, and the Superintendent to prevent, identify, and respond to bullying in District schools;
3. Provide data and information derived from the safe school climate assessments, in collaboration with the Superintendent, to the Department of Education; and
4. Meet with the safe school climate specialists at least twice during the school year to discuss bullying issues in the district and make recommended changes to the District’s safe school climate plan.

C. Safe School Climate Specialist

For the school year commencing July 1, 2012, and each school year thereafter, each school Principal shall serve, or designate someone to serve, as the Safe School Climate Specialist for the school.

The Specialist in each school shall:

1. Provide prompt notice to parents and legal guardians of the investigation, investigate or supervise the investigation of reported acts of bullying in the school in accordance with the District’s Safe School Climate Plan (Form C) and meet separately with parents or legal guardians within 48 hours of the completion of the investigation;
2. Collect and maintain records of reports and investigations of bullying in the school; and
3. Act as the primary school official responsible for preventing, identifying and responding to bullying reports in the school.

IV. Development and Review of Safe School Climate Plan

- A. For the school year commencing July 1, 2012 and each school year thereafter, the Principal of each school shall establish a committee or designate at least one existing committee (“Committee”) in the school to be responsible for developing and fostering a safe school climate and addressing issues relating to bullying and teen dating violence in the school. Such committee shall include at least one parent/guardian of a student enrolled in the school, as appointed by the school principal.



Beginning July 1, 2021 and each school year thereafter, such committee shall also include: (a) school personnel, including, but not limited to, at least one teacher selected by the exclusive bargaining unit representative for certified employees, (b) medical and mental health personnel assigned to each school, and (c) at the high school level at least one student enrolled at the school. The student is to be selected by the students in a manner determined by the school principal.



Bullying – Safe School Climate Plan (Regulation) continued

- B. The Committee shall: 1) receive copies of completed reports following bullying investigations; 2) identify and address patterns of bullying among students in the school; 3) review and amend school policies relating to bullying; 4) review and make recommendations to the Coordinator regarding the Safe School Climate Plan based on issues and experiences specific to the school; 5) educate students, school employees and parents/guardians on issues relating to bullying; 6) collaborate with the Coordinator in the collection of data regarding bullying; 7) perform any other duties as determined by the Principal that are related to the prevention, identification and response to school bullying; *and implement the provisions of the school security and safety plan, developed pursuant to Section 87 of PA 13-3, regarding the collection, evaluation and reporting of information relating to instances of disturbing or threatening behavior that may not meet the definition of bullying or teen dating violence (defined in C.G.S 10-222d) and report such information, as necessary, to the District Safe School Climate Coordinator and to the school's security and safety committee.*
- C. *Parent/guardian and student members serving on the*~~Any parent/guardian or student serving as a member of the~~ Committee shall not participate in any activities which may compromise the confidentiality of any student, including, but not limited to receiving copies of investigation reports, or identifying or addressing patterns of bullying among students in the school. In addition, the Committee as a whole must be mindful of the Board's obligations under state and federal law regarding the privacy and confidentiality of student information. No information shall be shared with the Committee that compromises student confidentiality in violation of state or federal law pertaining to the confidentiality of student information and educational records.
- D. Not later than January 1, 2012, the Board of Education shall approve the Safe School Climate Plan developed pursuant to Board policy and submit such plan to the Department of Education. Not later than thirty (30) calendar days after approval by the Board, the Board shall make such plan available on the Board's and each individual school in the school district's web site and ensure that the Safe School Climate Plan is included in the school district's publication of the rules, procedures and standards of conduct for schools and in all student handbooks.

V. Procedures for Reporting Bullying

A. Annual Notification of the Reporting Process

Students and parents/guardians shall be notified at the beginning of each school year regarding the process by which students may make reports of bullying and such information shall be included in the student handbook of each of the District schools. In addition, this Safe School Climate Plan shall be placed on the District website and on the website of each District school. The Board shall also ensure that



language regarding bullying and teen dating violence is included in student codes of conduct (i.e. discipline policies).



Bullying – Safe School Climate Plan (Regulation) continued

B. Written Reports

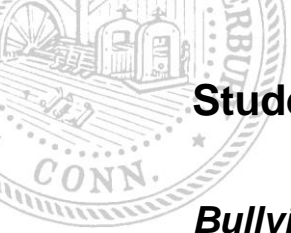
Students and/or their parents or guardians may file written reports of conduct that they consider to be bullying. (Form B) Such written reports shall be reasonably specific as to the actions giving rise to the suspicion of bullying, including time and place of the conduct alleged, the number of such incidents, the target of such suspected bullying, and the names of any potential student or staff witnesses. Such reports may be filed with any school employee, and they shall be promptly forwarded to the Safe School Climate Specialist or another school administrator, if the Safe School specialist is unavailable, for review and action consistent with this Plan.

C. Verbal Reports

Students may make verbal reports of conduct that they consider to be bullying to any school employee (as defined by this Plan), including any administrator, or to the Safe School Climate Specialist. Such verbal reports shall be reasonably specific as to the actions giving rise to the suspicion of bullying, including time and place of the conduct alleged, the number of such incidents, the target of such suspected bullying, and the names of any potential student or staff witnesses. A school employee, or administrator or the Safe School Climate Specialist who receives a verbal report of bullying shall promptly reduce the report to writing, including the information provided. Such written report by the school employee, administrator, if not the Safe School Climate Specialist, shall be promptly forwarded to the Building Principal for review and action in accordance with this Plan.

D. Anonymous Reports

Students may make anonymous reports of bullying to any school employee. Students may also request anonymity when making a report, even if the student's identity is known to the school employee. In cases where a student requests anonymity, the Safe School Climate Specialist, if not the Principal or his/her designee, shall meet with the student (if the student's identity is known) to review the request for anonymity and the impact that maintaining anonymity of the complaint may have on the investigation of the complaint and/or possible remedial action. All anonymous complaints shall be reviewed and reasonable action will be taken to address the situation, to the extent such action may be taken that (1) does not disclose the source of the report, and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of bullying. No disciplinary action shall be taken solely on the basis of an anonymous report.



Bullying – Safe School Climate Plan (Regulation) continued

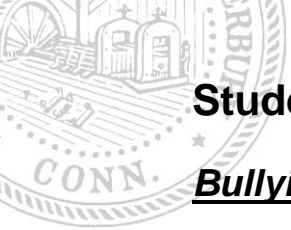
IV. Staff Responsibilities and Investigating Reports of Bullying

A. Teachers and Other School Employees

School employees (as defined by this Plan) who witness acts of bullying, as defined above, or who receive reports of bullying, shall notify the Safe School Climate Specialist or another school administrator if the Safe School Climate Specialist is unavailable, not later than one school day after such employee witnesses or receives a report of bullying. The school employee shall then file a written report not later than two school days after making such an oral report concerning the events witnessed or reported.

B. Responsibilities Safe School Climate Specialist/Investigation

1. The Safe School Climate Specialist shall be responsible for reviewing any anonymous reports of bullying and shall investigate or supervise the investigation of all reports of bullying and ensure that such investigation is completed promptly after receipt of any written reports. The Safe School Climate Specialist shall promptly notify the parents and legal guardians of the students involved of an investigation. In order to allow the district to adequately investigate complaints filed by a student or parent/guardian, the parent of the student suspected of being bullied should be asked to provide consent of the student's name in connection with the investigation process, unless the student and/or the parent has requested anonymity.
2. In investigating reports of bullying, the Safe School Climate Specialist or designee will consider all available information known, including the nature of the allegations and the ages of the student involved. The Safe School Climate Specialist will interview witnesses, as necessary, reminding the alleged perpetrator and other parties that retaliation is strictly prohibited and will result in disciplinary action.
3. Following investigation, if acts of bullying are verified, the Safe School Climate Specialist or designee shall notify the parents or guardians of the students against whom such acts were directed as well as the parents or guardians of the students who commit such acts of bullying of the finding no later than forty-eight (48) hours after the completion of the investigation. The notification shall include a description of the school's response to the acts of bullying. In providing such notification, however, care must be taken to respect the statutory privacy rights of other students, including the perpetrator of such bullying. The specific disciplinary consequences imposed on any student, or personally identifiable information about a student other than the parent/guardian's own child, may not be disclosed except as provided by law. An invitation to a meeting must be given to the parents or legal guardians of a student against whom such act was directed to communicate to such parents or legal guardians the measures being taken by the school to ensure the safety of the student against whom such act was directed and policies and



Bullying – Safe School Climate Plan (Regulation) continued

procedures in place to prevent further acts of bullying. An invitation to a meeting must be sent to the parents or guardians of a student who commits any certified act of bullying to a meeting, separate and distinct from the meeting required with the parents or legal guardians of the victim, to discuss specific interventions undertaken by the school to prevent further acts of bullying.

4. If bullying is verified, the Safe School Climate Specialist or designee shall develop a student safety support plan for any student against whom an act of bullying was directed. Such support plan will include safety measures to protect against further acts of bullying.
5. A specific written intervention plan shall be developed to address repeated incidents of bullying against a single individual or recurrently perpetrated bullying incidents by the same individual. The written intervention plan may include counseling, discipline and other appropriate remedial actions as determined by the Safe School Climate Specialist or designee, and may also incorporate a student safety support plan, as appropriate.

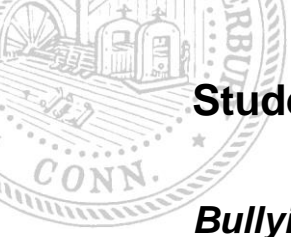
C. Notice to Law Enforcement

If the Principal of a school (or his/her designee) reasonably believes that any act of bullying constitutes a criminal offense, he/she shall notify appropriate law enforcement. Notice shall be consistent with the Board’s obligations under state and federal law and Board policy regarding the disclosure of personally identifiable student information. In making this determination, the Principal or his/her designee, may consult with the school resource office, if any, and other individuals the principal or designee deems appropriate.

If a bullying complaint raises concern about discrimination or harassment on the basis of a legally protected classifications (such as race, religion, color, national origin, sex, sexual orientation, age, disability or gender identity), the Safe School Climate Specialist or designee shall also coordinate any investigation with other appropriate personnel within the district as appropriate (e.g. Title IX Coordinator, Section 504 Coordinator etc.)

V. Other Prevention and Intervention Strategies

- A. Verified acts of bullying shall result in intervention by the Building Principal or his/her designee that is intended to address the acts of the perpetrator and the needs of the victim and to assure that the prohibition against bullying behavior is enforced, with the goal that any such bullying behavior will end as a result.



Bullying – Safe School Climate Plan (Regulation) continued

- B. Bullying behavior can take many forms and can vary dramatically in the nature of the offense and the impact the behavior may have on the victim and other students. Accordingly, there is no one prescribed response to verified acts of bullying, or to other inappropriate behavior which does not meet the definition of bullying. While conduct that rises to the level of “bullying” as defined above, will generally warrant traditional disciplinary action against the perpetrator of such bullying, whether and to what extent to impose traditional disciplinary action (e.g., detention, in-school suspension; suspension or expulsion) is a matter for the professional discretion of the Building Principal (or responsible program administrator or his/her designee and must be consistent with state law and Board policy governing student discipline. No disciplinary action may be taken solely on the basis of an anonymous complaint. As discussed below, schools may also consider appropriate alternatives to traditional disciplinary sanctions, including age-appropriate consequences and other restorative or remedial interventions.

- C. A specific written intervention plan shall be developed to address repeated incidences of bullying against a single individual or recurrently perpetrated bullying incidents by the same student. This plan may include safety provisions, as described in this Plan, for students against whom acts of bullying have been verified and may include other interventions such as counseling, discipline, and other appropriate remedial or restorative actions as determined by the responsible administrator.

- D. The following sets forth possible interventions which may also be utilized to enforce the Board’s prohibition against bullying:

1. Non-disciplinary Interventions

When verified acts of bullying are identified early and/or when such verified acts of bullying do not reasonably require a traditional disciplinary response, students may be counseled as to the definition of bullying, its prohibition, and their duty to avoid any conduct that could be considered bullying. Students may also be subject to other forms of restorative discipline or remedial actions, appropriate to the age of the students and nature of the behavior.

If a complaint arises out of conflict between students or groups of students, peer mediation may be considered. Special care, however, is warranted in referring such cases to peer mediation. A power imbalance may make the process intimidating for the victim and therefore inappropriate. In such cases, the victim should be given additional support. Alternatively, peer mediation may be deemed inappropriate to address the concern.



Bullying – Safe School Climate Plan (Regulation) continued

2. Disciplinary Interventions

When acts of bullying are verified and a traditional disciplinary response is warranted, students are subject to the full range of disciplinary consequences. Anonymous complaints that are not otherwise verified, however, shall not be the basis for disciplinary action.

In-school suspension and suspension may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation, in accordance with the Board's Student Discipline policy.

Expulsion may be imposed only after a hearing before the Board of Education, a committee of the Board or an impartial hearing officer designated by the Board of Education in accordance with Board policy. This consequence shall be reserved for serious incidents of bullying and/or when past interventions have not been successful in eliminating bullying behavior.

3. Interventions for Bullied Students

The Safe School Climate Specialist/Building Principal (or other responsible program administrator) or his/her designee shall intervene in order to address repeated incidents of bullying against a single individual. Intervention strategies for a bullied student may include the following:

- Counseling;
- Increased supervision and monitoring of student to observe and intervene in bullying situations;
- Encouragement of student to seek help when victimized or witnessing victimization;
- Peer mediation where appropriate
- Student Safety Support Plan; and
- Restitution and/or restorative interventions.

4. General Prevention and Intervention Strategies

In addition to the prompt investigation of reports of bullying and direct intervention when acts of bullying are verified, other District actions may ameliorate any potential problem with bullying in school or at school-sponsored activities. A focus will be placed on district and school efforts to improve school climate based upon the National School Climate Standards.



Bullying – Safe School Climate Plan (Regulation) continued

While no specific action is required and school needs for such interventions may vary from time to time, the following list of potential intervention strategies shall serve as a resource for administrators, teachers and other professional staff members in each school:

- a. Implementation of a positive behavioral interventions and supports process or another evidence-based model approach for safe school climate or for the prevention of bullying and teen dating violence, including any such program identified by the Department of Education;
- b. A safe school climate assessment on or after July 1, 2012 and biennially thereafter to determine the prevalence of bullying. Such assessments may include, in addition to those approved and disseminated by the State Department of Education, in collaboration with CAS, the National School climate Standards Self-Assessment Tool’ and the Connecticut State Department of Education’s “Improving School Climate Team Rubric. Such school climate assessment instruments shall include surveys that contain uniform grade-level appropriate questions that collect information about students’ perspectives and opinions about the school climate at the school and allow students to complete and submit such assessment and survey anonymously.
- c. Establishment by the school Principal of a Safe School Climate Committee in each District school or the designation of an existing committee that is responsible for fostering a safe school climate and addressing issues related to bullying and teen dating violence in the school.
- d. Adequate adult supervision of outdoor areas, hallways, the lunchroom and other specific areas where bullying or teen dating violence is likely to occur;
- e. Inclusion of grade-appropriate bullying and teen dating violence education and prevention curricula in kindergarten through high school;
- f. Individual interventions with the perpetrator, parents and school employees, and interventions with the bullied student, parents and school employees;
- g. School-wide training related to safe school climate and related topics such as sexual harassment training, cultural diversity, multiracial education or other similar training in civil rights legislation;
- h. Promotion of parent involvement in bullying prevention through individual or team participation in meetings, trainings and individual interventions;
- i. Respectful responses to bullying concerns raised by students, parents or staff;



Bullying – Safe School Climate Plan (Regulation) continued

- j. Planned professional development programs addressing bully/victim problems;
- k. Student peer training, education and support. Use of peers to help ameliorate the plight of victims and include them in group activities;
- l. Avoidance of sex-role stereotyping (e.g., males need to be strong and tough);
- m. Continuing awareness and involvement on the part of staff and parents with regards to prevention and intervention strategies;
- n. Modeling by all school employees of positive, respectful, and supportive behavior toward students;
- o. Culturally competent school-based curriculum focusing on social emotional learning, self-awareness and self-regulation.
- p. Referrals to a school counselor, psychologist or other appropriate social or mental health service and periodic follow-up by the safe school climate specialist with the bullied child.
- q. Creating a school atmosphere of team spirit and collaboration that promotes appropriate social behavior by students in support of others;
- r. Employing classroom strategies that instruct students how to work together in a collaborative and supportive atmosphere.

The Safe School Climate Committee shall:

- 1. Receive copies of completed reports following investigations of bullying;
- 2. Identify and address patterns of bullying among students in the school;
- 3. Review and amend school policies relating to bullying;
- 4. Review and make recommendation to the District Safe School Climate Coordinator regarding the District's Safe Climate Plan based on issues and experiences specific to the school;
- 5. Educate students, school employees and parents and guardians of students on issues relating to bullying and teen dating violence.
- 6. Collaborate with the District Safe School Climate Coordinator in the collection of data regarding bullying; and
- 7. Perform any other duties as determined by the School Principal that are related to the prevention, identification and response to school bullying for the school.
- 8. No information shall be shared with the committee which violates the confidentiality provisions related to student information, except as permitted by law. Parent members of the Safe School Climate Committee are specifically excluded from activities #1 and #2 above and from any other committee activities that may compromise student confidentiality.



Bullying – Safe School Climate Plan (Regulation) continued

5. Other Interventions

In addition to prevention and intervention strategies, administrators, teachers and other professional employees may find appropriate opportunities to educate students about bullying and help eliminate bullying through class discussions, counseling and reinforcement of socially-appropriate behavior. Administrators, teachers and other professional employees should intervene promptly whenever they observe mean-spirited student conduct, even if such conduct does not meet the formal definition of “bullying.”

VI. Documentation and Maintenance of Log

A. Each school shall maintain written reports of bullying, along with supporting documentation received and/or created as a result of bullying investigations, consistent with the Board’s obligations under state and federal law. Any educational record containing personally identifiable student information pertaining to an individual student shall be maintained in a confidential manner, and shall not be disclosed to third parties without prior written consent of a parent, guardian or eligible student, except as permitted under Board policy and state and federal law. Records pertaining to any reports, investigations, student support plans and/or records of any parent/guardian notification or meetings will be

B. List of Verified Acts of Bullying

The Principal/Safe School Climate Specialist of each school will maintain a list of the number of verified acts of bullying in the school and this list shall be available for public inspection upon request. Consistent with district obligations under state and federal law regarding student privacy, the log shall not contain any personally identifiable student information, or any information that alone or in combination would allow a reasonable person in the school community to identify the students involved. Accordingly, the log should be limited to basic information such as the number of verified acts, name of school and/or grade level and relevant date. Given that any determination of bullying involves repeated acts over time, each investigation that results in a verified act of bullying for that school year shall be tallied as one verified act of bullying unless the specific actions that are the subject of the report involve separate and distinct acts of bullying. The list shall be limited to the number of such verified acts of bullying in the school, and it shall not set out the particulars of each verified act, including but not limited to any personally identifiable student information, which is confidential information by law.

C. The Principal of each school shall report the number of verified acts of bullying in the school annually to the Department of Education in such manner as prescribed by the Commissioner of Education.



Bullying – Safe School Climate Plan (Regulation) continued

VII. Student Safety and Prohibition against Discrimination and Retaliation

A. Discrimination and/or Retaliation Prohibited

Discrimination and/or retaliation against any person who reports bullying, provides information during an investigation of an act of bullying, or witnesses or has reliable information about bullying is prohibited.

The District will not tolerate any unlawful or disruptive behavior, including any form of bullying, cyberbullying, discrimination or retaliation in our school buildings, on school grounds, or in school related activities. All reports and complaints of bullying, cyberbullying, discrimination and retaliation will be investigated promptly and prompt action will be taken to end that behavior and restore a sense of safety to any student against whom such behavior is directed. This commitment is to be supported in all aspects of the school community, including curricula, instructional programs, staff development, extracurricular

B. Student Safety

As part of any investigation into allegations of bullying, discrimination or retaliation, the Principal/Safe School Climate Specialist or designee will take steps to assess the need to restore a sense of safety to any student against whom such bullying behavior is allegedly directed and/or to protect the alleged target from possible further incidents. Responses to promote safety may include, but are not limited to, creating a personal safety plan; pre-determining seating arrangements for the alleged victim (target) and/or the alleged perpetrator in the classroom, at lunch, or on the bus; identifying a staff member who will act as a “safe person” for the alleged student against whom such bullying was directed (target); and altering the alleged perpetrator’s schedule and access to the alleged target. The Principal/Safe School Climate Specialist will take additional steps to promote safety during the course of and after the investigation, as necessary.

The Principal/Safe School Climate Specialist will implement appropriate strategies for protecting from bullying or retaliation a student who has reported bullying or retaliation, a student who has witnessed bullying or retaliation, a student who provides information during an investigation, or a student who has reliable information about a reported act of bullying or retaliation.

Within a reasonable period of time following the determination and the ordering of remedial and/or disciplinary action, the Principal/Safe School climate Specialist or designee will contact the victim of verified acts of bullying to determine whether there has been a recurrence of the prohibited conduct and whether additional supportive measures are needed. If determined necessary, the Principal/Safe School Climate Specialist will work with appropriate school staff to implement them immediately.



Bullying – Safe School Climate Plan (Regulation) continued

VIII. Training Requirements for School Staff

- A. At the beginning of each school year, each school shall provide all school employees with a written or electronic copy of the school district’s safe school climate plan and require that all school employees annually complete training on the identification, prevention and response bullying as required by law.
- B. The Board shall provide certified staff with in-service training on the prevention, identifications and response to school bullying and the prevention of and response to youth suicide. Such in-service training is not required if the Board implements evidence-based model approach that is approved by the Department of Education.
- C. The Connecticut State Department of Education shall provide (within available appropriations) annual training to non-certified staff of the District on the prevention, identification and response to school bullying and the prevention of and response to youth suicide. Such training may include, but is not limited to:
 - 1. Developmentally appropriate strategies to prevent bullying among students in school and outside the school setting,
 - 2. Developmentally appropriate strategies for immediate and effective interventions to stop bullying,
 - 3. Information regarding the interaction and relationship between students committing acts of bullying, students against whom such acts of bullying are directed and witnesses of such acts of bullying,
 - 4. Research findings on bullying, such as information about the types of students who have been shown to be at-risk for bullying in the school setting,
 - 5. Information about the incidence and nature of cyberbullying as defined in C.G.S. 10-222d,
 - 6. Internet safety issues as they relate to cyberbullying, or
 - 7. Information on the incidence of youth suicide, methods of identifying youths at risk for suicide and developmentally appropriate strategies for effective interventions to prevent youth suicide.

IX. Notification Requirements

- A. A copy of this District’s Safe School Climate Plan shall be provided in written or electronic format to all District employees annually at the beginning of each school year.
- B. The District’s Safe School Climate Plan shall be made available on the Board’s website and on the website of each individual school with the District. Such posting shall occur within thirty (30) days of the approval of such plan by the Board.



Bullying – Safe School Climate Plan (Regulation) continued

- C. The District’s Safe School Climate Plan shall be included in the District’s publication of the rules, procedures and standards of conduct for schools and in all student handbooks.

X. School Climate Assessments

- A. On or after July 1, 2012, and biennially thereafter, the Board requires each school within the District to complete an assessment using the school climate assessment instruments, including surveys, approved and disseminated by the State Department of Education.
- B. Completed assessments shall be shared with the Board and then submitted by the Board to the State Department of Education.

XI. Bullying Through the Use of Technology (Cyberbullying)

As noted in this Plan, the definition of bullying includes cyberbullying, which includes the use of the Internet and other technology to engage in bullying. Technology enables aggressive expression toward others and does not rely on physical strength or physical contact. By using a cell phone or the Internet, a student can quickly and aggressively spread rumors, threats, hate mail, or embarrassing photos through text messages, e-mails, or instant messages.

There are a number of social networking sites (MySpace, Facebook, Twitter, etc.) available to our students that can be misused and/or abused for bullying purposes. The Board strongly encourages any student, parent/guardian or school employee to promptly report any alleged abuse/misuse of technology to an appropriate school administrator or Safe School Climate Specialist.

The District’s discipline policy states that misuse, on or off campus, of electronic devices, for threatening/bullying/hazing or harassment is a violation and can be the basis for discipline. When information is received that a student or students are involved in bullying another district student through the use of technology whether such misconduct occurs on or off campus, the District may take disciplinary and other remedial actions consistent with this Plan, Board policy and state law.

XII. Relationship to Other Laws

- A. Consistent with state and federal laws, and the policies of the District and school rules, no person shall be discriminated against in admission to a public school of any town or in obtaining the advantages, privileges and courses of study of such public school on account of race, color gender, religion, national origin, or sexual orientation. Nothing in the “Plan” prevents the school or district from taking action to remediate discrimination or harassment based on a person’s membership in a legally protected category under local, state, or federal law, or district policies.



Bullying – Safe School Climate Plan (Regulation) continued

- B. In addition, nothing in the “Plan” is designed or intended to limit the authority of the school or district to take disciplinary action under applicable laws, or local school or District policies in response to violent, harmful, or disruptive behavior, regardless of whether the “Plan” covers the behavior.

XIII. Immunity for Board of Education, School Employees, Others

Members of the Board of Education and school employees are protected by statute against claims for damages in connection with the reporting, investigation and response to bullying in accordance with the implementation of a safe school climate plan to parents, students, and others who make good faith reports of bullying to a school employee in accordance with the safe school climate plan.

Legal Authority:

—————*Conn. Gen. Statutes Section 10-222K District safe school climate coordinator. Safe school climate specialist. Safe school selection committee (as amended by PA 21-95, Section 14.)*
Conn. Gen. Statutes Section 10-222d et. seq, as amended by Public Act 14-234, Public Act 14-172 and Public Act 14-232.

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.1

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

<u>NAME</u>	<u>COACHING POSITION</u>	<u>EFFECTIVE</u>
Aftowski, Michael	WCA Associate Unified Sports	09/01/22
Aftowski, Michael	WCA Winter Strength & Conditioning	12/01/22
Calle, Christian	WCA Assistant Football	08/23/22
Paradis, Sara	WCA Head Girls Basketball	11/15/22
Santos, Matthew	CHS Assistant Football	08/23/22
Sturdivant, Jason	WCA Assistant Football	08/23/22

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.2

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended School Hours (Early Start) appointments:

<u>SCHOOL</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>ASSIGNMENT</u>
Generali	Alfredson	Sarah	Secretary
	Poulter	Dennis	Teacher
	Neibel	Amy	Teacher
	Hart	Rebecca	Teacher
	Rhinesmith	Wendy	Teacher-Sub
	Williams	Samantha	Teacher -Sub
	Walling	Margaret	Para
	Ramos	Stephanie	Para
	Walker-Templeton	Donnanetta	Para-Sub
Gilmartin	Petruzzi	Amy	Lead Teacher
	Meaney	Tricia	Teacher Sub
Kingsbury	Larkin	Brian	Lead Teacher

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.3

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

<u>NAME</u>	<u>POSITION/ LOCATION</u>	<u>FT/PT</u>	<u>RATE</u>	<u>UNION</u>	<u>FUNDING</u>	<u>EFF.</u>
Aquavia, Paul	School Counselor Adult Education	PT	\$33/hr	NonBOE	Adult Ed Provider 22-23	8/25/22
Cordova, Randy	Data Analyst	FT	\$60,000	Follows WMAA	Alliance 22-23	8/25/22
De La Cruz, Yarita	Classroom Asst. International	FT	\$14/hr	UPSEU 68	Priority Schools 22-23	9/1/22
DeFranceschi, Ronald	Fac. Operations Manager	FT	\$130,000 annually	Follows WMAA	ESSER III 21-24	9/12/22
Dubasukas, Jean	Classroom Aide Adult Education	PT	\$21.50/hr	NonBOE	Adult Ed Provider 22-23	8/25/22
Figuroa, Victor	Summer Seasonal WCA	PT	\$15/hr	NonBOE	ESSER II 21-23	7/6/22
Gibson, Patrick	Behavior Counselor State Street	FT	\$21.72/hr	Follows UPSEU 69	Priority Schools 22-23	9/1/22
Gizelle C	Summer Seasonal ECEP	PT	\$15/hr	NonBOE	ESSER II 21-23	8/1/22
Gizzi, Angelo	School Security Coordinator	FT	\$ 75,000 annually	Follows WMAA	Alliance 22-23	8/25/22
Guerra, Allison	Office Manager Medicaid	FT	\$20/hr	UPSEU 69	General Fund	7/28/22
Iverson, Angel	Summer Seasonal WCA	PT	\$15/hr	NonBOE	ESSER II 21-23	7/18/22
Knobel, Marybeth	Tutor Wendell Cross	PT	\$33/hr	NonBOE	Title I/A 21-23	9/19/22
Levy Sainfleur, Shasalee	CT Teacher Res. Classroom Asst. Bunker Hill	FT	\$18.19/hr	Follows UPSEU 68	ESSER II 21-23	8/24/22
Mastrantuono, Kerri	Classroom Asst. International	FT	\$20.29/hr	UPSEU 68	Priority Schools 22-23	9/1/22
Medina, Jill	Tutor Wendell Cross	PT	\$33/hr	NonBOE	Title I/A 21-23	9/19/22

Morales, Adrian	Computer Instr. Asst./Chase	FT	\$15/hr	Follows UPSEU 69	General Fund	8/25/22
Morel, Liselote	Language Assessor	FT	\$17.25/hr	UPSEU 69	Title III 21-23	9/1/22
Nealy, LaShonda	CT Teacher Res. - Classroom Asst. Wendell Cross	FT	\$18.19/hr	Follows UPSEU 68	ESSER II 21-23	8/24/22
Pabey-Rivera, Kim	Cultural Coordinator International	PT	\$25/hr	NonBOE	Title II/A District 21-23	8/18/22
Perez, Jesse	Office Manager Human Capital	FT	\$23/hr	UPSEU 69	Title II/A District 21-23	7/25/22
Quint, Dalton	ELA Title I Tutor Kingsbury	PT	\$25/hr	NonBOE	Title I D-W 21-23	9/8/22
Rostedt, Judith	Tutor Children's Comm.	PT	\$33/hr	NonBOE	CCS Title I 21-23NP	9/8/22
Sachs, Lauren	Tutor Yeshiva K'Tana	PT	\$25/hr	NonBOE	Yeshiva Title I 21-23NP	9/8/22
Salvay, Allison	Tutor Yeshiva K'Tana	PT	\$25/hr	NonBOE	Yeshiva Title I 21-23NP	9/8/22
Samadi, Farid	Grants Specialist – Competitive Grants	FT	\$30/hr	Follows UPSEU 69	Title II Part A District 21-23	9/8/22
Shapiro, Ari	Tutor Yeshiva K'Tana	PT	\$25/hr	NonBOE	Yeshiva Title I 21-23NP	9/8/22
Shulenburg, Donald	Adult Education Math Teacher	PT	\$33/hr	NonBOE	Adult Ed Provider 22-23	8/24/22
Smith, Phyllis	Computer Tech. Children's Community School	PT	\$14	NonBOE	NP Computer Tech Title I 21-23	8/11/22
Suero, Gladi	Communications Associate	FT	\$20/hr	Follows UPSEU 69	Alliance 22-23	7/11/22
Williams Iverson, Veretta	CT Teacher Res. - Classroom Asst. Driggs	FT	\$18.19/hr	Follows UPSEU 68	ESSER II 21-23	8/24/22
Wright, Carolyn	ELA Title I Tutor Kingsbury	PT	\$25/hr	NonBOE	Title I D-W 21-23	9/8/22

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.4

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Maloney Magnet School's Before and After School Program appointments:

TEACHERS

Barbieri, Katie S.
Buonocore, Taylor
Bussey, Jennifer
Cancro, Dana
Colangelo, Esther
Couture, Cheryl
Dunn, Andrew
Egan, Alzira
Fiore, Patience
Fogarty, Erin
Grabowski, Leah

Grazhdani Eneida
Hibbs, Jennifer
Irizarry, Dana
Kalnins, Siobhan
Lund, Kelly
Maloney, Susan
Miller, Jennifer
Palomba, Margaret
Sasso, Maria
Smith, Holly
Strachan, Andrea

ASSISTANTS

Goggin, Madeline
Daunis, Joan
Rearson, Michael
Rutka, Carolyn

CLERICAL

Perugini, Anna

ADMINISTRATION

Bakewell, Diane
Gittings, Stacey
Dombrowski, Jason
Yamashita-Iverson, Kazumi

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.5

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following teacher new hires:

<u>NAME</u>		<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
Antonazzo	Carolyn	Elementary	Sprague	08/24/22
August	Kerry	Reading/ELA	NEMS	08/24/22
Braun	Brooklyn	Social Studies	WMS	08/24/22
Buckley	Blake	Social Studies	NEMS	08/24/22
Buell	Douglas	Culinary Arts	CHS	08/24/22
Callahan	Carolyn	Elementary	Generali	08/24/22
Carlson	Ashley	Reading/ELA	CHS	08/24/22
Cassella	Nicole	Elementary	Duggan	08/24/22
Cassidy	Haley	Elementary	Rotella	08/24/22
Catricala	Julia	Social Studies	KHS	08/24/22
Cieslewski	Elaine	Elementary	Gilmartin	08/24/22
Cleary	Kelly	Early Childhood	Bucks Hill Annex	08/24/22
Comstock	Brian	Elementary	Reed	08/24/22
Cornish	Danielle	School Counselor	CHS	08/24/22
Crespo	Brianna	Elementary	Carrington	08/24/22
DeJesus	Jennifer	Elementary	Rotella	08/24/22
DeSena	Deanna	Elementary	Bunker Hill	08/24/22
Dubois	Zachary	Social Studies	KHS	08/24/22
Edwards	Cara	Elementary	Driggs	08/24/22
Eire	John-Carlos	Reading/ELA	WAMS	08/24/22
Espinal	Yesenia	Elementary	International	08/26/22
Fields	Christina	Social Studies	WSMS	08/24/22
Fulton	Mark	School Counselor	WAMS	08/24/22
Gawlak	Peter	Math	WAMS	08/24/22
Gerol	Faithe	Social Studies	WAMS	08/24/22
Gordon	Julievette	Special Education	Wilson	08/24/22
Gromko	Jill	Special Education	Bunker Hill	08/24/22
Guerrera	Juliana	Elementary	Carrington	08/24/22
Hallecks	Kristen	Social Studies	NEMS	08/24/22
Hilliard	Joshua	Reading/ELA	Reed	08/24/22
Hollowell	Caitlin	Elementary	Tinker	08/24/22
Howe-Green	Ingrid	Performing Arts	WAMS	08/24/22
Hubeny	Carolyn	Special Education	State Street	08/24/22
Jamele	Marissa	Elementary	Walsh	08/24/22

Jester	Kristen	Social Worker	Reed	08/24/22
Jimenez	Tania	Bilingual	Hopeville	08/24/22
Klesczewski	Maura	Elementary	Tinker	08/24/22
Klesyk	Mary	Elementary	Bucks Hill	08/24/22
Laemmerhirt	Jillian	Special Education	Washington	08/24/22
LeBlanc	Danielle	Fine Arts	WAMS	08/24/22
Lorenzini	John	PE/Health	WMS	08/24/22
Malkin	Jenna	Elementary	International	08/24/22
Mason	Kayla	Elementary	Kingsbury	08/24/22
McCarthy	Monica	Elementary	Bunker Hill	08/24/22
McNellis	Christopher	Music	NEMS	08/24/22
Morales	Barbara	Elementary	Bunker Hill	08/24/22
Orozco	Ryan	ROTC	WHS	08/15/22
Pagnini	Roxana	Business	KHS	08/24/22
Perkins	Christopher	Computer Tech.	KHS	08/24/22
Reynolds	Erin	Reading/ELA	Reed	08/24/22
Riddick	DeAndre	Reading/ELA	WHS	08/24/22
Rivera	Michael	Fine Arts	Carrington	08/24/22
Rolon	Margarita	School Counselor	WSMS	08/24/22
Roth	Ellen	Special Education	WHS	08/24/22
Schwartz	Fatima	Social Worker	International	08/24/22
Senan	Naseem	Elementary	Regan	08/24/22
Sincuir	Silvia	Reading/ELA	WHS	08/24/22
Smith	Meriah	Elementary	Carrington	08/24/22
Smith	Leah	Math	WMS	08/24/22
Soeprasetyo	Preston	Business	WHS	08/24/22
Sterling	Loraine	Reading/ELA	CHS	08/24/22
Stevenson	Melissa	Elementary	Hopeville	08/24/22
Stolfi	Christine	Special Education	KHS	08/24/22
Stone	Gregory	PE/Health	Regan	08/24/22
Taft	Nancy	Social Studies	WHS	08/24/22
Tonner	Gina	Elementary	Bunker Hill	08/24/22
Tramontanis	Brittany	Elementary	Tinker	08/24/22
Tucker	Alexis	Elementary	International	08/24/22
Tuttle	Heidi	Reading/ELA	WHS	08/24/22
Vaccaro	Blair	Reading/ELA	CHS	08/24/22
Velez	Crystal	Science	CHS	08/24/22
Vidal	Nelly	Bilingual	International	08/24/22
Walsh	Conor	Elementary	Wilson	08/24/22
Williams	Samantha	Elementary	Generali	08/24/22
Williams	Richard	Math	WMS	08/24/22
Zaghloul	Samar	Elementary	Bucks Hill	08/24/22
Zold	Kristine	Special Education	Sprague	08/24/22

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.6

September 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Abraham, McKenzie	Tinker Kindergarten	08/17/22
Allen, Tara	Carrington Spanish	08/18/22
Arias, Eulini	WHS Spanish	08/18/22
Bedell, Stephanie	Sprague Kindergarten	08/18/22
Berg, Roni	Carrington Grade7-8 Math	08/22/22
Boratko, Jessica	Reed Reading	08/17/22
Cook, Brandy	NEMS Grade 6 ELA	08/19/22
Coughlin, Timothy	Academic Academy Grade 5	08/25/22
Criscione, Rohinie	WSMS Vice Principal	08/26/22
Culver, Sarah	W. Cross Art	09/02/22
Davitt (Wells), Robin	WMS Science Grade 7	09/13/22
Del Negro, Sabrina	CHS Art	08/19/22
Desiderio, Jennifer	Academic Academy Math	08/17/22
Deveau, Nicole	KHS Math	07/28/22
Diaz, Elaine	Bucks Hill Grade 2	08/16/22
DiCristofaro, Lynn	Washington Special Education	08/18/22
DiNocola, Deborah	Hopeville Grade 1	08/18/22
Garcia, Jess	Hopeville Bilingual Kindergarten	08/19/22
Geffken, Melissa	WMS Grade 6 Math	08/23/22
Godoy, Sanabria	WAMS Spanish	08/29/22
Gordon, Kimberly	WAMS Grade 7 ELA	08/24/22
Lanter, Elizabeth	Reed SLP	08/25/22
Lee, Jessica	WMS Grade 6 ELA	07/30/22
Liu, Yee	Bucks Hill Special Education	09/30/22
Matiz, Joaquin	NEMS Bilingual Math	08/24/22
Meringer, Cynthia	WMS Math	08/17/22
Moeller, Lindsay	Reed Special Education	10/07/22
Moscaritolo, Ashley	WAMS Grade 8 Science	08/24/22

Olmo, Melody	Bucks Hill Grade 4	09/21/22
Page, Jennifer	NEMS Grade 6 Science	08/23/22
Park, Una	CHS Guidance Counselor	08/17/22
Petteway, Sonya	CHS School Counselor	08/17/22
Pisani, Gina	KHS Technology Education	09/23/22
Pushard, Megan	Enlightenment Social Studies	08/25/22
Rogoff, Jamie	WMS Special Ed	09/13/22
Ramos, Alyse	Bucks Hill Kindergarten	08/22/22
Rose, Valerie	Generali Kindergarten	08/26/22
Secondi, John	Reed Social Studies	09/15/22
Taylor, Amy	Rotella Kindergarten	08/19/22
Taylor-DiFederico, Sharon	Bucks Hill Annex PreK	08/19/22
Teulings, Catherine	NEMS Art	08/18/22
Thomas, James	Carrington Social Studies Grades 7/8	10/07/22
Toetz, Christin	WCA ELA	08/22/22
Wilson, Marines	Special Ed Transition Coordinator	08/16/22
Wright, Stephanie	Wilson Psychologist	09/02/22

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.7

September 15, 2022

To the Board of Education
Waterbury, CT

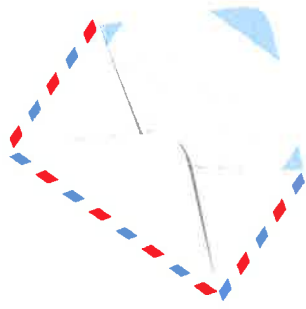
Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Ferrucci, Lynn	WHS School Psychologist	12/23/22

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools



COMMUNICATIONS



**August 31, 2022 through
September 13, 2022**



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

August 22, 2022

Tracy Crosby
42 N. Lake Dr., E1
Hamden, CT 06517

Dear Ms. Crosby:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Career & Technical Education Skills Specialist for the Department of Education – West Side Middle School (REQ #n/a).

In this position your starting compensation will be \$70.00 per hour. Please be advised that this offer is for a period of time not to exceed 2022-2023 school year.

Continued employment is dependent upon issuance of your State of Connecticut Permit ED197. Once the permit application is provide to you, you will be required to submit the form within **three (3) business days** to the Office of Human Capital (Attention Kathy Christ) for timely filing with the State of Connecticut.

We will contact you regarding your start.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

August 22, 2022

Marlene Vega
28 E. Hayestown Rd.
Danbury, CT 06811

Dear Ms. Vega:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Career & Technical Education Skills Specialist for the Department of Education – Waterbury Career Academy (REQ #n/a).

In this position your starting compensation will be \$60.00 per hour. Please be advised that this offer is for a period of time not to exceed 2022-2023 school year.

Continued employment is dependent upon issuance of your State of Connecticut Permit ED197. Once the permit application is provide to you, you will be required to submit the form within **three (3) business days** to the Office of Human Capital (Attention Kathy Christ) for timely filing with the State of Connecticut.

We will contact you regarding your start.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

August 22, 2022

Tyson Torsiello
562 Hinman Rd.
Watertown, CT 06795

Dear Mr. Torsiello:

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. #2022830) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 x11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 1, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 25, 2022 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

Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

August 22, 2022

Carolyn Quintana
90 Essex Ave.
Waterbury, CT 06704

Dear Ms. Quintana:

Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2022210) at \$20.92 per hour. Please call Miguel Pabon, Director of Pupil Services to discuss the details of the position. The telephone number is (203) 574-8019. Failure to call the above named individual by August 29, 2022 will result in your name being removed from the eligibility list.

We have scheduled your orientation for Thursday, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 29, 2022 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 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
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 23, 2022

Donna Synott-Hassinger
114 Edin Ave.
Waterbury, CT 06706

Dear Ms. Synott-Hassinger:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738M) at \$14.00 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 1, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 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 nine 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,
Linda Franzese, Director of Food Service,
Dr. Ruffin, Supt. of Schools
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

August 25, 2022

Myrlande Clermont
61 Bentwood Dr.
Waterbury, CT 06705

Dear Ms. Clermont:

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 #2022581A) at \$14.80 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.

Your first day reporting to your new department/supervisor will be September 1, 2022 at your regular scheduled time. Please call Sonia at 203-574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 1, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in 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.

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
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 25, 2022

Delmore McLeod
256 Plank Rd., 2nd Fl.
Waterbury, CT 06705

Dear Mr. McLeod:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021820) at \$17.53 per hour. Please contact Miguel Pabon, 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, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to West Side Middle School will be August 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 25, 2022

Taziah Reynolds
222 Bradley Ave., Bldg 3, Apt. 6-A
Waterbury, CT 06702

Dear Ms. Reynolds:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2022159) at \$17.53 per hour. Please contact Miguel Pabon, 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, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Duggan Elementary School will be August 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 25, 2022

Melissa Miner
57 Deering Lane
Waterbury, CT 06706

Dear Ms. Miner:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021867) at \$17.53 per hour. Please contact Miguel Pabon, 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, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Wilson Elementary School will be August 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 25, 2022

Caslyn Lustal
79 Mount Carmel Ave.
Waterbury, CT 06708

Dear Ms. Lustal:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021417) at \$17.53 per hour. Please contact Miguel Pabon, 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, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to West Side Middle School will be August 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 25, 2022

Ana Montes
93 Harpers Ferry Rd., 2N
Waterbury, CT 06705

Dear Ms. Montes:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2022120) at \$17.53 per hour. Please contact Miguel Pabon, 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, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Generali Elementary School will be August 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 25, 2022

Alisa Bylyku
83 Wedgewood Dr., Apt. B
Waterbury, CT 06705

Dear Ms. Bylyku:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021656) at \$17.53 per hour. Please contact Miguel Pabon, 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, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Crosby High School will be August 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 26, 2022

Angel Narvaez
78 Orange St.
Waterbury, CT 06704

Dear Mr. Narvaez:

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 Driver (Req. #2022882A) at \$21.61 per hour. Please contact Linda Franzese, Food Service Director at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 1, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 1, 2022 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
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv Director
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

August 26, 2022

Bruce Cyr
45 Haystack Circle
Waterbury, CT 06704

Dear Mr. Cyr:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Career & Technical Education Skills Specialist for the Department of Education – Waterbury Career Academy (REQ #2023281).

In this position your starting compensation will be \$75.00 per hour. Please be advised that this offer is for a period of time not to exceed 2022-2023 school year.

Continued employment is dependent upon issuance of your State of Connecticut Permit ED197. Once the permit application is provide to you, you will be required to submit the form within **three (3) business days** to the Office of Human Capital (Attention Kathy Christ) for timely filing with the State of Connecticut.

Your official start date in this position is Monday, August 29, 2022.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

August 29, 2022

Deanna Cruz
74 Ledgeside Ave.
Waterbury, CT 06708

Dear Ms. Cruz:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021673) at \$17.53 per hour. Please contact Miguel Pabon, 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, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Gilmartin Elementary School will be August 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 29, 2022

Veronica Cruz
74 Ledgeside Ave.
Waterbury, CT 06708

Dear Ms. Cruz:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021720) at \$17.53 per hour. Please contact Miguel Pabon, 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, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Gilmartin Elementary School will be August 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 29, 2022

Hailey Moran
179 Oakville Ave.
Waterbury, CT 06708

Dear Ms. Moran:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021602) at \$17.53 per hour. Please contact Miguel Pabon, 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, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Gilmartin Elementary School will be August 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 29, 2022

Adelyn Melo
1181 East Main St., Apt. 2C
Waterbury, CT 06705

Dear Ms. Bylyku:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2022154) at \$17.53 per hour. Please contact Miguel Pabon, 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, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Duggan Elementary School will be August 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 29, 2022

Daixy Pinto Silva
21 Ward St.
Waterbury, CT 06704

Dear Ms. Pinto Silva:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021650) at \$17.53 per hour. Please contact Miguel Pabon, 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, September 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Walsh Elementary School will be September 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 30, 2022

Charisma Grant
807 Watertown Ave.
Waterbury, CT 06708

Dear Ms. Grant:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021817) at \$17.53 per hour. Please contact Miguel Pabon, 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, August 29, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

Your first day reporting to Walsh Elementary School was August 29, 2022 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. Ruffin, Supt. of Schools
Miguel Pabon, 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

August 30, 2022

Carlos Barrera
96 Bidwell St.
Watertown, CT 06710

Dear Mr. Barrera:

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. #2023189) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 x11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 15, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 8, 2022 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
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. Konopka, School Inspector
file

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of Policy Highlights <noreply@cabe.myenotice.com>
Sent: Friday, September 2, 2022 7:01 AM
To: Carrie Swain
Subject: CABA Policy Highlights 9-2-2022

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.



CABE Policy Highlights

Conrad Vahlsing, Staff Attorney

September 2, 2022

Volume 22 Issue 5

WELCOME BACK TO THE NEW SCHOOL YEAR!

The topic for Issue 5 of the CABE Policy Highlights is **Notes on COVID-19-Related Policies for the New School Year.**

CABE has links to two of the sample policies discussed in this issue of the Policy Highlights.

Please click this link to download the PDF version of this Policy Highlights.

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
Phone 860-571-7446 Fax 860-571-7452
www.cabe.org



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Connecticut Association of Boards of Education

Conrad Vahlsing, Staff Attorney

PRESENTS POLICY HIGHLIGHTS

September 2, 2022

Volume 22 – Issue #5

Notes on COVID-19-related Policies for the New School Year: As the 2022-23 school year begins, a discussion of COVID-19-related policies may be useful to board members and superintendents, if only to take inventory as to where we stand, as a state, on the pandemic and related mandates and guidelines. As a general summary, if there is a theme to the current situation, it is one that emphasizes local decision-making.

As an introductory note, it should be mentioned that Connecticut is still in a Public Health Emergency (PHE). On June 28, Governor Ned Lamont issued a declaration entitled “Declaration of a Continued Public Health Emergency.” According to the declaration, the PHE will last until December 28, 2022 or until the Federal Public Health Emergency (FPHE) ends.

The FPHE must be renewed every ninety days, and renewal has been occurring since 2020. The current FPHE is set to expire on approximately October 13, as the U.S. Department of Health and Human Services last renewed it on July 15 of this year.

Governor Lamont, in his declaration, stated that he does “not intend to issue any executive orders under [the] declaration.” Rather, he intends “to apply for and receive federal assistance which will enable state agencies to continue accessing crucial federal funds.”

As for local and regional school districts, for this school year, our state agencies have released guidance for school operations. Most of the guidance is optional, and it is up to individual districts to decide if and how they want to implement the procedures in the guidance. The guidance is specific to Fall 2022, so there may be different guidance for the Spring.

The two primary state guidance documents are:

- *Launching into Healthy Learning*, Fall 2022 (August 1, 2022)
- *Launching into Healthy Learning*, Operational Strategies, Fall 2022 (August 1, 2022)

The first document, which will be referred to as the LIHL Guidance, was issued by the Connecticut Department of Public Health (DPH). The second document, which will be referred to as the LIHL Operational Strategies, was issued by the DPH, the State Department of Education (SDE), and the State Office of Early Childhood (OEC). Both documents emphasize the goal of having students learn in-person as much as possible, and that local decision-making will guide the process.

The LIHL Guidance is a two-page document that offers three points. The first point emphasizes the importance of vaccinations and the second discusses how in-person learning is maximized with “symptom awareness and at-home testing.” The third point discusses prevention tools, with a specific recommendation that districts rely on the CDC’s COVID-19 Community Levels to determine when greater preventative measures should be taken. The LIHL Guidance lists three community levels, LOW, MEDIUM, and HIGH. Each of the levels contains a different set of suggested prevention strategies.

The LIHL Operational Strategies is a one-page document, and also offers three points. The first is the availability of COVID-19 Vaccination Clinics, the second is the availability of self-test kits, and the third is the suggested Test-Mask-Go strategy. This last point, the Test-Mask-Go strategy, is optional, and is a framework for allowing students and staff with mild symptoms to continue to participate in-person.

Boards and superintendents should review both of these short, but important, documents in order to review the points, and to see if the Test-Mask-Go strategy would be helpful in their districts.

One common question for school districts is that of mask requirements. At the time of this *Policy Highlights*, individual districts have the discretion to institute or not institute such a requirement. CABE has a sample mask policy, and it currently states that while there is no mask requirement, individuals may choose to wear a mask, and that such a choice should be respected. The CABE sample policy is cross-listed with three policy numbers, one for certified staff, one for non-certified staff, and one for students. A link to the policy can be found at the end of this *Highlights*.

However, districts may choose to allow the Superintendent to issue mask requirements as an operational decision. Implementing and then later rescinding a masking policy may be a clunky response to a potentially shifting landscape, especially if a board is required to have policies read at two meetings before adoption, as required in some districts. As an aside, in the LIHL Guidance, a universal indoor masking requirement is only suggested when the community level is HIGH.

CABE also has a more sweeping sample policy regarding overall COVID-19 Emergency Measures (Policy #6114.82). This policy was first drafted in July 2020, and includes discussion of many aspects of COVID-19 mitigation, including physical distancing, masks, cleaning and disinfecting, student arrival, and several other topics. Similar to the mask policy, this policy is optional, and boards can choose what mitigation measures they would like to implement.

Here are links to the two CABE sample policies discussed in this *Policy Highlights*:

- [#4118.237/4218.237/5141.8 – Face Masks/Coverings](#)
- [#6114.82 – COVID-19 Emergency Measures](#)