HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE
AGENDA

March 23, 2017 **7:30 PM, ROOM A300**

I. **WELCOME AND ROLL CALL**

II. **APPROVAL OF MINUTES** January 26, 2017

III. **PUBLIC PARTICIPATION**

IV. **NEW BUSINESS**

ACTION ITEMS:

1. Authorize the Mayor, Harry W. Rilling, to execute the contract between the City of Norwalk and the Town of Weston for the sum of $15,000.00 per annum, to be paid by Weston to Norwalk for utilization of the Norwalk Juvenile Review Board Program (JRB) effective July 1, 2017.

2. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept the School Readiness Grant which includes the Quality Enhancement Grant for the period July 1, 2017 to June 30, 2018.

DISCUSSION ITEMS:

1. Norwalk Police Pursuit Policy

2. Community Feedback Process for NPD (Complaint Procedure, Commendation Procedure, Internal Affairs Contact, Community Survey, etc.)

V. **OLD BUSINESS**

VI. **ADJOURNMENT**

NORWALK
The Sound of Connecticut
Department of Youth Services

Action Item # 1

March 7, 2017

Dear members of the Health, Welfare, and Public Safety Committee,

Please find attached an agreement that mirrors our agreement with the Town of Westport to provide Juvenile Review Board (JRB) services to the **TOWN OF WESTON.** Westport also pays $15K per year to Norwalk for the same services. Weston is expected to have a similar utilization rate.

In summary of the agreement, the **TOWN OF WESTON** would pay $15K per year to access up to 15 referred cases from their town, to be processed and case managed by the Norwalk JRB program in coordination with the town of WESTON, namely via their Police Department but potentially in coordination with their school system as well (to be determined internally via Weston Police and Schools).

The Juvenile Review Board works with Court and School diverted youth (delinquency, truants, out of control behaviors) to address the issues that led to their referral in hopes of keeping these youth out of the juvenile court system, and hopefully, the adult court system. This is done via case management, counseling, and a variety of other interventions to help the youth, family, and JRB program achieve mutually satisfying goals.

It is hopeful if the City of Norwalk approves the attached contract this joining of Weston to the Norwalk and Westport JRB could begin July 1st (2017).

Language to read:

Authorize the mayor, Harry W. Rilling, to execute the contract between the City of Norwalk and the Town of Weston for the sum of $15,000.00 per annum, to be paid by Weston to Norwalk for utilization of the Norwalk Juvenile Review Board Program (JRB) effective July 1, 2017.

I will be in attendance at your next committee meeting to answer questions and urge my support of this agreement.

David Walenczyk, LMFT
Director
Norwalk Youth Services
203-854-7782
dwalenczyk@norwalkct.org

AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
TOWN OF WESTON
FOR JUVENILE REVIEW BOARD SERVICES

THIS AGREEMENT entered into on the _____day of _______________, 2017, by and between the **CITY OF NORWALK**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, hereinafter called "NORWALK," and the **TOWN OF WESTON**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Nina Daniel, its First Selectman, duly Authorized, hereinafter referred to as "WESTON."

W I T N E S S E T H

WHEREAS, Norwalk, operates the Norwalk Juvenile Review Board, which provides a Positive alternative to the juvenile criminal justice system for children and their families, and

WHEREAS, the parties have agreed to terms and conditions pursuant to which NORWALK will make available to WESTON and the WESTON POLICE DEPARTMENT, its Juvenile Review Board's program and related services for the benefit of Weston youth and their families.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The term of this Agreement shall commence July 1, 2017 and continue until June 30, 2018, unless earlier terminated by either party, as set forth herein, or extended by mutual agreement. If extended, any change in terms shall be set forth in writing. Either party can also terminate this Agreement at any time for any and no reason, by giving fifteen (15) days prior written notice to the other. Such notice shall specify the effective date of termination and be delivered to the addresses listed herein.

2. (A) NORWALK agrees to provide the services of its Juvenile Review Board (hereinafter, "the Board") to perform client intake, assessment, case management, and and other direct services generally offered by the Board under its programs. Such services will be provided for individuals and families, who are residents of WESTON and identified and referred by the WESTON Police Department from its Family with Service Needs (FWSN) and delinquency cases. NORWALK will dedicate of total of four (4) hours of staff time per week to provide such services for up to fifteen (15) cases per year. The respective responsibilities of the parties with regard to the individuals and families referred to NORWALK are outlined in the attached **Exhibit A.** WESTON agrees to assist and cooperate with NORWALK for the benefit of the clients referred and the program and services offered.

(B) NORWALK will also make available to WESTON its "intervention" services, offered by its Youth Services Department, in accordance with the terms of this Agreement. Such services shall include counseling, youth development, and aggression replacement training programs (also known as "anger management). A determination of appropriateness of such services and the scope of the services offered in each case will be made on an individual basis by the Norwalk Director of Youth Services.

3. The above services will be made available to WESTON based on a schedule approved by The NORWALK Juvenile Review Board and the Director of Norwalk Youth Services.

4. The fees for the above services rendered by NORWALK hereunder shall be a total of **FIFTEEN THOUSAND DOLLARS ($15,000.00)** for the full twelve (12) month term. The fees may be paid in total or in two installments with half due at the commencement of this agreement and the other half due in January (2018). All fees are non-refundable.

5. All documents and reports, including the intake form, case notes and other related information, generated in connection with NORWALK's services shall be retained in NORWALK and subject to applicable rules of confidentiality.
6. NORWALK shall provide quarterly reports to WESTON, setting out the services rendered pursuant to this Agreement. Such report shall include information on the number of cases opened, the types of services rendered, and hours spent related to services rendered on behalf of WESTON, including the days and times of performance.
7. WESTON agrees to work cooperatively with and to support and assist the role of the Juvenile Review Board hereunder. This includes compliance with any reasonable requests for information or documentation related to clients referred and services performed hereunder. Additionally, WESTON shall be responsible for providing to NORWALK's Director of Youth Services any information or documentation reasonably requested in connection with the services to be performed hereunder.
8. NORWALK will accept requests for services from WESTON through it Police Department or its designee and will schedule intake and other services according to applicable NORWALK protocols.
9. The parties mutually agree to indemnify, defend and hold harmless each other and their Respective officials, agents, volunteers, representatives and employees, from and against any and all claims, including third party claims, damages, losses, litigation and expenses (including reasonable attorney's fees), arising out of or in connection with this Agreement or the services or programs offered hereunder.

10. The parties understand and acknowledge that with respect to the services to be Performed hereunder by NORWALK, its Juvenile Review Board and Department of Youth Services, shall be considered an independent contractor and not an agent or employee of WESTON.
11. All notices of any nature referred to in this Agreement shall be in writing and sent by Registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

TO NORWALK: David Walenczyk
Director of Youth Services
City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

TO WESTON: Nina Daniel, First Selectman
Town Hall
56 Norfield Road
Weston, CT 06883

The parties hereby represent to each other as follows:

That they each have complied with all legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized municipal officer in accordance with such officer's powers and authority and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the Agreement has been executed in four (4) counterparts and and seals affixed this day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK, CONNECTICUT

____
Witness

By: _______________________________
Harry W. Rilling
Its Mayor
Duly Authorized

____
Witness

Date Signed: ____________________

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WESTON, CONNECTICUT

____
Witness

By:_______________________________
Nina Daniel
Its First Selectman
Duly Authorized

____
Witness

Date Signed: ____________________

Action Item #2

SCHOOL READINESS GRANT PROGRAM
Fiscal Year 2017
(July 1, 2017 – June 30, 2018)

LOCAL REQUEST FOR PROPOSAL

Legislative Authority
Connecticut General Statutes (CGS)
Sections 10-16o through 10-16u

Purpose of Grant as outlined in Connecticut General Statutes Section 10-16o is to:

1) provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling;
2) provide opportunities for parents to choose among affordable and accredited programs;
3) encourage coordination and cooperation among programs and prevent the duplication of services;
4) recognize the specific service needs and unique resources available to particular municipalities and provide flexibility in the implementation of programs;
5) prevent or minimize the potential for developmental delay in children prior to their reaching the age of five;
6) enhance federally funded school readiness programs;
7) strengthen the family through: (A) encouragement of parental involvement in a child's development and education; and (B) enhancement of a family's capacity to meet the special needs of the children, including children with disabilities;
8) reduce educational costs by decreasing the need for special education services for school age children and to avoid grade repetition;
9) assure that children with disabilities are integrated into programs available to children who are not disabled; and
10) improve the availability and quality of school readiness programs and their coordination with the services of child care providers.

Responses to the RFP are also used to monitor compliance with the School Readiness quality components.

Local School Readiness RFP Basic Requirements Checklist

These items are listed in the order in which they appear in the RFP

- ☐ Application submitted by deadline
- ☐ Required Signatures received by deadline

The following program information has been submitted:

- ☐ Completed cover page with contact information
- ☐ Licensing Information (license and most recent licensing inspection report) or
- ☐ License Status Verification Form *(license exempt programs only)*
- ☐ Professional Registry, Staff Qualification Detail Report
- ☐ Professional Registry, NAEYC Candidacy Staff Report
- ☐ Proposed activities A-G are all addressed
- ☐ Program description A-D are all addressed
    - ☐ Program calendar
    - ☐ Class size and teacher/child ratio (if not included in program description)
    - ☐ Curriculum and assessment (if not included in program description)
- ☐ Family handbook (do NOT submit other program documents unless specifically requested)
    - ☐ List of literacy activities
    - ☐ Kindergarten orientation activities done at the program or in collaboration with the schools
- ☐ Statement of Assurances signature page
- ☐ Completed School Readiness local program data workbook
- ☐ Completed School Readiness local program budget workbook
- ☐ Interagency Collaboration Agreements

LOCAL SUB-GRANTEE RFP TABLE OF CONTENTS

DIRECTIONS

This application is for all programs wishing to be considered for funding from the School Readiness Council for state funded School Readiness spaces. All programs interested in being considered for School Readiness spaces must complete this application for review by the local School Readiness Council. All completed applications will be scored. Recommendations for allocation of School Readiness spaces will be made based on the availability of spaces **AND** application scores.

Please note that in order for applications to be considered for funding:

1. All sections must be completed and all materials/forms submitted to ___________________.

2. Program must be in compliance with all policies and requirements for School Readiness. School Readiness General Policies (GPs) are available at http://www.ct.gov/oec/generalpolicies.

3. Programs must meet all health and safety requirements mandated by the OEC (licensed and license exempt).

SCHOOL READINESS POLICIES AND REQUIREMENTS

LICENSING/ACCREDITATION/APPROVALS

Grantees must ensure that all sites are licensed by the OEC or meet legal requirements to be considered license exempt. Applicants must include a copy of the current license and the most recent full licensing inspection report from the OEC for each site requesting School Readiness funds. If the site is meets the definition of license exempt, the Licensing Status Verification Form must be completed and submitted with the application. Programs (both licensed and license exempt) must meet all health and safety requirements mandated by the OEC.

PLEASE NOTE: Applicants claiming license exemption must meet these basic licensing requirements:

- **Class size:** No more than 20 children per classroom space at any one time (18 recommended);
- **Class space:** 35 square feet per child;
- **Outdoor space:** 75 square feet per child;
- **Outdoor play equipment:** Shock-absorbing materials under outdoor play equipment five feet or less must meet ECERS standards of six inches of resilient surfaces (wood chips, shredded bark, etc.);
- **Supervision:** All children MUST be supervised visually at ALL times. One adult for every 10 children (or less) is the required staff-to-child ratio; and
- **Other health and safety requirements:** additional requirements may be mandated by the Office of Early Childhood.

License exempt only: ☐ By checking this box the program attests to meeting the above safety requirements.

All program sites must be accredited/approved or in process of becoming accredited/approved. All programs must submit evidence of National Association for the Education of Young Children (NAEYC) Accreditation or for new programs only, willingness to become accredited by NAEYC within three years of accepting funding or evidence of Head Start approval. The following documentation is required:

- Accredited by the National Association for the Education of Young Children (NAEYC);
  - For currently accredited sites, submit a copy of your NAEYC certificate and maintain your accreditation status; and
  - For new sites not currently accredited, a statement signed by the director acknowledging that the program will become NAEYC accredited within three years; **or**
- Head Start approval as documented by the programs most recent Head Start grant award letter.

Programs approved by Head Start must electronically submit a copy of their most recent Financial Assistance Award Letter from the United States Department of Health and Human Service, Administration of Children and Families. In addition, submit a copy of the Head Start approved Quality Improvement Plan demonstrating progress toward correcting any areas of deficiencies and/or non-compliances.

Applicants must meet the program requirements and quality standards for participation in School Readiness program as described in CGS Section 10-16q (a). (see GP A-02 and GP B-05).

LICENSING STATUS VERIFICATION FORM

Must be submitted annually by license exempt programs

Connecticut General Statutes, Section 19a-77(b) provides that a program administered by a public school system is not required to be licensed to operate. In addition, the licensing requirement does not apply to programs administered by private schools that are approved by the State Board of Education and have filed a yearly attendance form with the Connecticut State Department of Education (CSDE). "Administered by" means that a public school system or a CSDE approved private school retains responsibility for the management and oversight of the program and for the program staff and the children served.

If a School Readiness grantee submits to the OEC sub-grantee applications with sites that are not required to be licensed by the OEC to provide child day care, the grantee must complete this form for each license exempt site. One of the following persons must complete and sign this form, as appropriate: the superintendent of schools, charter school director, administrator of a CSDE approved private school or executive director of a Regional Education Service Center (RESC).

Please check the appropriate boxes below with an "X", provide your signature, and indicate whether your board of education, charter school, CSDE approved private school or RESC administers the program.

______________________________ located at ______________________________.
(Name of Program) (Program Address)

_____ **Yes**, the ☐ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC administers the above named program and therefore retains responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.
This arrangement is effective from: ______________ to ______________.
Start date End date

_____ **No**, the ☐ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC does not administer the above named program and does not retain responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

______________________ ______________________ ☐ Superintendent of Schools
Signature Printed Name ☐ Charter School Director
☐ CSDE Approved Private School Administrator
☐ RESC Executive Director

for the ______________________________ ☐ Board of Education
Name of Grantee ☐ Charter School
☐ CSDE Approved Private School
☐ RESC

______________________ (___) ____ - ________ ______________________
City or Town Phone Number email address

TEACHER EDUCATION REQUIREMENT

Programs applying for School Readiness spaces must meet teacher education requirements specified in School Readiness General Policy A-01 for the entire program, NOT just funded classrooms, as follows:

July 1, 2017 – June 30, 2020	July 1, 2020 and after
50% or more of the designated QSMs must have one of the following: A current Connecticut State Department of Education (CSDE) appropriate Early Childhood Certification Endorsement, **OR** A Bachelor degree specific to an early childhood concentration from the OEC Approved College Listing, **OR** A Bachelor degree in any other field **AND** 12 credits or more in early childhood or child development from any college not listed on the approved list; **AND** successful completion of the Early Childhood Teacher Credential (ECTC) Individual Review Route; **OR** On June 30, 2015 was identified in the Registry at ladder level 11 or higher and employed at a state-funded program; therefore, was grandfathered to meet the Bachelor degree level staff education qualifications; **OR** On June 30, 2015 was identified in the Registry at ladder level 9 or 10 and as having been employed at the same state-funded program since 1995 or before; therefore, was grandfathered as meeting the Bachelor degree requirement until June 30, 2025. The remaining percent of designated QSMs must have either an Associate degree in early childhood or an Associate degree in any field and 12 early childhood credits.	100% of the designated QSMs must have one of the following: A current Connecticut State Department of Education (CSDE) appropriate Early Childhood Certification Endorsement, **OR** A Bachelor degree specific to an early childhood concentration from the OEC Approved College Listing, **OR** A Bachelor degree in any other field **AND** 12 credits or more in early childhood or child development from any college not listed on the approved list; **AND** successful completion of the ECTC Individual Review Route; **OR** On June 30, 2015 was identified in the Registry at ladder level 11 or higher and employed at a state-funded program; therefore, was grandfathered to meet the Bachelor degree level staff education qualifications; **OR** On June 30, 2015 was identified in the Registry at ladder level 9 or 10 and as having been employed at the same state-funded program since 1995 or before; therefore, was grandfathered as meeting the Bachelor degree requirement **until June 30, 2025.**

STAFFING

All staff working with children in School Readiness sites and managing a School Readiness site must be registered in the Early Childhood Professional Development Registry (see GP A-01). The OEC and School Readiness Liaisons use the Professional Development Registry to verify and monitor staff qualifications.

In this application, all programs must submit the following Registry reports:

1. Staff Qualifications Detail Report
2. NAEYC Candidacy Staff Report

SPACE TYPES

Program sites must offer space types that meet one of the following requirements as outlined in GP B-04 including minimum attendance requirements.

- **Full-Day/Full-Year** – site must provide preschool services five days per week, 10 hours per day, for a minimum of 50 weeks per year and adhere to the policy for an alternative plan of care outlined in GP B-04.

- **School-Day/School-Year** – site must provide preschool services for five days per week, a minimum of six hours per day for a minimum of 180 consecutive days.

- **Part-Day/Part-Year** – site must provide preschool services for children not enrolled in any other program for a minimum of two and one-half hours per day, five days per week for 180 consecutive days.

- **Extended Day (Priority School Readiness Only)** – site must provide services that extend the hours per day, days per week and weeks per year for children in an existing part-time program, not funded by school readiness. This space type is intended to provide children enrolled in a part-time service to receive a Full-Day/Full-Year program (five days per week, 10 hours per day, 50 weeks and adhere to the policy for an alternative plan of care outlined in GP B-04).

THE EVERY STUDENT SUCCEEDS ACT OF 2016 (ESSA)

Public preschool programs, administered by a local or regional board of education must follow the same guidelines as grades K-12. LEA preschool programs must:

- allow immediate enrollment of homeless students who are unable to present health or other required forms;
- provide continuity of care;
- provide transportation to the school of origin to provide continuity of care; and
- the local or regional board of education's McKinney Vento Liaison can provide additional information and/or clarification for these requirements.

GRANT SUBMISSION INFORMATION

Date of Board Acceptance

IF the submission of the application for the Local RFP for School Readiness and Grant Program requires the official approval and/or endorsement of any Board or like body (e.g., town council, etc.), the approval and/or endorsement of such body should be submitted with the grant application. If it is not possible to obtain Board approval prior to submission of the grant application, then the official Board approval should be sent separately as soon as possible. The application should document the date of expected Board approval.

Freedom of Information Act

All of the information contained in the grant application submitted in response to the Local RFP for the School Readiness Grant Program is subject to the provisions of Chapter 3 of the Connecticut General Statutes (Public Records and Meetings and Freedom of Information Act (FOIA) Sections 1-13 through 1-21K). The FOIA declares that except as provided by federal law or state statute, records maintained or kept on file by any public agency, as defined in the statute, are public records and every person has the right to inspect and receive a copy of such records.

Obligations of Grantees and Sub-Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in Connecticut General Statutes Section 4a-60, 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

State Monitoring and Evaluation

The OEC, or its designee, may conduct site visits both announced and announced to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act and in accordance with the RFP.

Management and Control of the Program and Grant Consultation Role of the State

The sub-grantee will have overall management control of the grant. While state agency staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds obligated by the grantee or sub-grantee.

Reporting Requirements

Within 60 days after the close of the fiscal year, each sub-grantee must file a financial statement of expenditures with the community on such forms as the community and/or the OEC may require.

The applicant must complete and submit the monthly data reports to the community at the end of each month.

The applicant must complete and submit any reports or provide data as required by the OEC.

Review of Applications and Grant Awards

The community reserves the right to make a grant award decision under this program without discussion with the applicants. Therefore, applications should be submitted which present the project in the most favorable light from both technical and cost standpoints.

Reservations and Restrictions

The OEC reserves the right not to fund an applicant or grantee if it is determined that the grantee cannot manage the fiscal responsibilities required under this grant or is out of compliance with policies governing this grant. In turn, the community reserves the right not to fund an applicant or a sub-grantee if it is determined that the sub-grantee cannot manage the fiscal responsibilities required under this grant program or is out of compliance with policies governing this grant.

Waiting Lists

The program agrees to share waiting lists of children and families with the OEC and/or the School Readiness Council upon request.

Delivery of Applications

Delivery of the Local RFP for the School Readiness Program application is required by ________ on ______________________________.

1. Original, hard-copy signature pages (Statement of Assurances) must be mailed or hand-delivered to __________________.

2. The RFP and original signatures **must be received by ___________ on_____________, IRRESPECTIVE OF POSTMARK DATE**. Faxed or scanned copies of signatures will not be accepted.

IMPORTANT NOTE: Late or incomplete applications MAY not be considered for funding.

Mailing/Delivery address and email is:

____

____

____

____

Additional criteria may be added to this request for proposals at the discretion of the School Readiness Council. Any additional criteria should be documented in the community request for proposal submitted to the OEC.

GLOSSARY/DEFINITIONS

Child Standards – The CT Early Learning and Development Standards (CT ELDS) set forth what young children birth to age five should know and be able to do. They should be used for programs to implement necessary adjustments to the curriculum and experiences that support children in the development of skills and knowledge. All state funded programs are required to use the CT ELDS.

Child Assessment - The CT Preschool Assessment Framework (PAF) is currently available as an assessment tool to inform curriculum and design instruction. A new tool aligned to the CT ELDS will be available soon.

General Policies– General Policies (GPs) provide guidance to School Readiness Councils, School Readiness Liaisons and providers about school readiness policies and procedures. Programs are required to adhere to all applicable School Readiness general policies.

Inclusion/Integration – It is expected that all children with and without disabilities shall have the same access to School Readiness programs as other children. Programs must adhere to the requirements of the **Americans with Disabilities Act (ADA)** and the **Individuals with Disabilities Education Act (IDEA)** that require that no child be excluded based on disability.

Parent Fees & Sliding Fee Scale – The amount of money parents are required to pay for participation in the School Readiness program is based on the sliding fee scale or is stated on their childcare certificate. Fees must be used to support the activities of the School Readiness program that the child is attending. The School Readiness Council may choose to exempt only Part-Day/Part-Year Programs from this requirement. For additional information, see GP B-01 and GP B-02. A scale of fees based on income and family size. For all children, except those with a childcare certificate, the programs must use the Sliding Fee Scale to determine the fees charged to parents for School Readiness programs, in accordance to policy guidelines provided by their local School Readiness Council.

Program Standards – Programs who either have or are seeking NAEYC accreditation must meet the NAEYC standards. Head Start programs must meet the Head Start Program Performance Standards. For additional information, see GP A-02 and GP B-05.

Quality Components – The 11 components required of School Readiness programs required by the legislation: collaboration, parent involvement, health, nutrition, pre-literacy practices, family literacy, admission policies, transition to kindergarten, professional development, a sliding fee scale and an annual program evaluation.

Teacher – Each classroom that provides services under the School Readiness Grant must be staffed for all operating hours for Part-Day and School-Day spaces and for six hours per day for Full-Day spaces, by a teacher who at minimum has an Associate's Degree or a four-year degree with 12 credits in early childhood education or child development from an institution of higher learning accredited by the Board of Governors of Higher Education; or a teacher who has a Connecticut teaching certificate with an early childhood endorsement. At least 50% of teachers must also meet QSM requirements. For additional information see GP A-01 and GP A-03.

Professional Learning for Teaching Staff - Twelve hours of professional learning are required annually for teaching staff. Teachers must participate in a minimum of two professional development trainings each year focused on early childhood development, or topics directly related to the field of early childhood education and one training in inclusive practices for children with disabilities and learning differences. New staff must have or obtain specific training in pre-literacy skill development and in racial and ethnic diversity within a year of hire.

GRANT COVER PAGE

DUE DATE
(Determined by local School Readiness Council)

____

SUBMISSION INFORMATION

Agency/Program Name:		
Street Address:		
City, State, Zip		
Primary Contact Person:		*Email:*
Telephone:	*Fax:*	

Please check one: New Agency/Program ________ Existing Agency/Program________

PROGRAM FISCAL AGENT *(To be completed if the Fiscal Agent is other than the applicant agency)*

Agency/Program Name:		
Street Address:		
City, State, Zip		
Primary Contact Person:		*Email:*
Telephone:	*Fax:*	

PROPOSED ACTIVITIES FY 2018

Provide a response to each of the following:

If a question does not apply to your program note "N/A" in the space provided. You may answer directly on the application or attach your response. If using attachments, make sure they are clearly labeled and "see attached" is noted on the application.

A. Indicate how the program will seek out and identify families who meet the income criteria of being at or below 75% of the state's median income (*this is expected to represent at least 60% of families served*).

B. Describe any plans to locate two or more programs or services in the same setting and/or collaborative agreements with other community providers and agencies. Collaborative programming with other agencies, programs or services should be reflected in an interagency agreement. See attachments for interagency agreement forms.

C. Describe any plans for building or securing a new facility, renovating an existing structure. Include any planned efforts to expand existing facilities to serve more children.

D. Indicate any current fiscal commitments (loans, e.g. CHEFA) or financial applications (e.g., grants) that are or will be used to benefit the School Readiness programs.

E. Describe any collaborative efforts or joint activities with other early childhood programs in your community. For currently funded School Readiness programs include any joint activities funded by family fees or other School Readiness funds. Please note if program participation is mandatory or voluntary and how children will benefit because of the program's participation.

F. Describe how the program includes children with disabilities and their families as well as those with learning differences and special health care needs.

G. Describe additional activities or efforts that you would like considered as part of your application for School Readiness funding.

PROGRAM DESCRIPTION

Provide a response to each of the following:

If a question does not apply to your program note "N/A" in the space provided. You may answer directly on the application or attach your response. If using attachments, make sure they are clearly labeled and "see attached" is noted on the application.

A. Attach a copy of a program calendar for July 1, 2016, to June 30, 2017, and clearly identify all closings and the program's Alternative Care Plan. Programs must adhere to the required number of days open by program type as outlined in GP B-04. Full-day/full-year programs must be available to families for 50 weeks. Consult GP B-04 and School Readiness Council policy for information about the required Alternative Care Plan Policy.

B. Class size may not exceed 20 children; the OEC recommends a class size of 18 children. A class is a well-defined space with clear physical barriers that is used by the same set of children with assigned teacher and staff. Below, please describe the program's class size and teacher to child ratio for each class. Label classrooms as they are listed in the Professional Registry.

C. Describe the curriculum and assessment tools used in your program. Does the program utilize a published curriculum and assessment? If so, identify the curriculum and assessment and describe the training received by staff to implement it. Describe the relationship between your curriculum and assessment practices and the CT ELDS.

D. Describe the daily schedule in the program.

PROGRAM DOCUMENTS

Please indicate below which of your program's current documents contain information that shows evidence your program meets the School Readiness Program Quality Components. **Submit a copy of the Family Handbook with your completed application.** Indicate the page numbers of the Family Handbook that address the information marked by an asterisk (*) in the checklist below. Items not marked with an asterisk (*) may be identified in other documents. **DO NOT SUBMIT OTHER DOCUMENTS**; just check the appropriate box indicating you have documents on site that meet the non-asterisk quality components. If there are parts of a section that are not checked off as being met through any existing program document, provide a written statement addressing how the program plans to meet this requirement.

General Information

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	
			*GI 1. Services provided (including age range of children).
			*GI 2. Hours of operation (hours per day, days per week, months per year).
			*GI 3. Enrollment policy * (include the policy for children not yet toilet trained).
			*GI 4. Program mission/purpose statement and education philosophy/framework statement.
			*GI 5. Open access to parents/guardians.
			*GI 6. Parent conferences.
			*GI 7. Commitment to include children with special needs.
			*GI 8. Discipline policy.
			GI 9. Where/how special education services are provided (i.e. on-site, by whom, off-site, by whom)?

Program Components

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	**A. Plan for collaboration with other community programs and services**
			A 1. Process to identify and refer families to programs and services.
			A 2. Coordination of resources to eliminate duplication.
			A 3. Unique resources specific to your community.
			A 4. Public school efforts to provide information, training and technical assistance to the SR staff to supporting children and families.
			A 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	**B. Parent involvement, parenting education and outreach**
			*B 1. Parent advisory council (including decision-making policy).
			*B 2. Home/school partnership initiatives designed to develop reciprocal communication and engagement.
			*B 3. Opportunities for parenting education and other support activities.
			B 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	**C. Referrals for Health Services, Including Referrals for Appropriate Immunizations and Screenings.**
			C 1. Use of the ED 191 form for health records.
			C 2. Child health files include health screens pursuant to *Early and Periodic Screening, Diagnosis and Treatment (EPSDT).*
			C 3. Tracking system for health record expiration and accuracy.
			*C 4. Providing vision, hearing, and dental screenings either on-site or in collaboration with another agency.
			*C 5. Processes to assist families to secure medical insurance, a medical home, on-going well-child care, immunizations, and health, dental and nutritional screenings.
			C 6. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	**D. Nutrition Services**
			D 1. Identification and documentation of children's nutritional needs.
			*D 2. Participation in the *Child and Adult Care Food Program (CACFP)* and the *National School Lunch Program (NSLP).*
			*D 3. If your program does not participate in CACFP or NSLP, how does it ensure that the meals and snacks served meet the CACFP requirements?
			D 4. Nutrition services, including nutrition education, provided by the program.
			D 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	**E. Family Literacy**
			E 1. Process for the identification of families' literacy education/training needs and assistance with access to literacy program.
			*E 2. Assistance to families in accessing adult education programs, job training, and public library services.
			*E 3. Opportunities to support families in interactive literacy activities. (Attach a list of sample activities)
			E 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	**F. Admission Policies**
			*F 1. Promote the enrollment of children from diverse racial, ethnic and economic backgrounds.
			*F 2. Include non-discrimination statement and confidentiality statement.
			*F 3. Access to all 3-and 4-year old children.
			F 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	**G. Transition Plan**
			*G 1. Collaboration between the School Readiness staff and kindergarten staff.
			*G 2. Orientation activities for children and families that prepare them for transition to kindergarten. (Attach a list of activities)
			*G 3. Supports provided to families in transitioning their child to kindergarten.
			*G 4. Records transferred to kindergarten.
			G 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	**H. Professional Development Plan and Experiences** *Professional development is considered to be an experience of sufficient duration (at least 2 hours) provided by a person with expertise, knowledge, and training in the subject matter.*
			H 1. All staff members have a written professional development plan outlining professional goals that increase their knowledge and expertise in early childhood practice.
			H 2. Each staff member participates in early-literacy skill development training, and cultural and linguistic diversity training for early childhood classrooms within their first year of employment.
			H 3. Each staff member engages in professional development experiences each year that increases their awareness, knowledge, and practice of recognition and response to children's needs. (i.e., planning, observing, adaptive strategies, use of screening and assessment, special education strategies).
			H 4. Each year all staff members choose at least two early childhood-related professional development experiences that will advance their practice.
			*H 5. Statements regarding the impact of professional development on program quality.
			H 6. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	**I. Sliding Fee Scale**
			*I 1. Use of the current OEC School Readiness sliding fee scale.
			*I 2. Assisting families with access to the Child Care Assistance Program (Care-4-Kids). <u>*Care-4-Kids application is voluntary for School Readiness enrollment.*</u>
			*I 3. Procedures for fee determination and re-determination.
			*I 4. Fee calculation is reviewed with parent, includes parent signature and parent receives a copy of the fee calculation form.
			I 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	**J. Evaluation of the Effectiveness of Program**
			*J 1. The CT ELDS and appropriate assessments are used for planning learning experiences, observing and documenting child progress, and implementing teaching strategies. All curriculum used must align with the CT ELDS.
			*J 2. Staff, parents, and others collect information on quality from many sources, and engage in a reflective process to assess the effectiveness of the program as measured by accreditation/approval entities, OEC evaluation measures, and program measures.
			J 3. How does the program document the efforts described in J 1 and J 2, monitor progress, and report to families and the School Readiness Council?
			J 4. Other:

STATEMENT OF ASSURANCES

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools).

Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

Applicants need only submit the Statement of Assurances Signature Page with submission of their grant application.

PROJECT TITLE: SCHOOL READINESS GRANT PROGRAM

THE APPLICANT: ______________________ HEREBY ASSURES THAT:

A. The applicant has the necessary legal authority to apply for and receive the proposed grant;

B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;

C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;

D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;

E. Grant funds shall not be used to supplant funds normally budgeted by the agency;

F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;

G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Edu cation may find necessary;

H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;

I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;

J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;

K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by the audit; and

L. Programs are required to meet all health and safety requirements mandated by the Office of Early Childhood for both license and license exempt programs.

M. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Grantee.

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

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

b) (1) The Contractor agrees and warrants that in for performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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

Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

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

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

N. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.

O. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

P. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.

Q. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

STATEMENT OF ASSURANCES SIGNATURE PAGE

I, the undersigned authorized official; do hereby certify that these assurances shall be fully implemented.

Signature of Official: ______________________________

Name: (please type) ______________________________

Title: (please type) ______________________________

Date: ______________________________

To be signed below **ONLY** if the Fiscal Agent is other than the program applying for the funds:

Signature of Fiscal Agent: ______________________________ **Date:** ______________

Name & Title (please print): ______________________________

PROGRAM DATA

Each applicant is required to complete a **School Readiness Local Program Data Workbook** (see attachments) which contains three tabs: (1) Program Information; (2) Accreditation/Approval Status; and (3) Space Proposal.

Complete the forms in the workbook as they pertain to your site and attach with your RFP submission. Please also e-mail your entire workbook to your School Readiness Liaison. Detailed directions on how to complete the workbook are located within the electronic file.

BUDGET

Each applicant is required to complete a **School Readiness Local Program Budget Workbook** (see attachments) which contains two tabs: (1) Budget Justification and (2) ED114.

On the **Budget Justification** tab, provide a brief explanation justifying each line item expenditure proposed in the grant budget. Justifications for line item expenses must reflect the programs needs to ensure high-quality programming for children.

The ED114 is a detailed line item budget that reflects the programs requested use of funds for the proposed space capacity represented in this RFP for the **FY 2018**. (*Budget total must equal the requested School Readiness funds.*)

There are no indirect costs or carry-over funds allowed.
All funds, including family fees, must be spent by June 30, 2018.
A new ED114 budget form is required annually.

BUDGET OBJECT CODES

The OEC is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (http://nces.ed.gov/pubs2009/2009325.pdf) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. For a specific grant, it may be necessary to modify what can be included in a given object based on the grant legislation. Please review the instructions for specific grant budget development carefully.

Master Budget Form Object Code Descriptions/Includable Items

111A Non-Instructional
Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.

111B Instructional
Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.

200 Personal Services - Employee Benefits
Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

320 Professional Educational Services
Services supporting the instructional program and its administration. Included are curriculum improvement services, assessment, counseling and guidance services, library and media support, and contracted instructional services.

321 Tutors (Instructional Non-Payroll Services)
Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.

322 In-service (Instructional Program Improvement Services)
Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.

323 Pupil Services (Non-Payroll Services)
Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, contracted guidance counselors, etc.

324 Field Trips
Costs incurred for conducting educational activities off site. Includes admission costs to educational centers, fees for tour guides, etc.

325 Parental Activities
Expenditures related to services for parenting including workshop presenters, counseling services, baby-sitting services, and overall seminar/workshop costs.

330 Employee Training and Development Services
Services supporting the professional and technical development of school district personnel, including instructional, administrative, and service employees. Included are course registration fees (that are not tuition reimbursement), charges from external vendors to conduct training courses (at either school district facilities or off-site), and other expenditures associated with training or professional development by third-party vendors.

340 Other Professional Services
Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dieticians, editors, negotiations specialists, paying agents, systems analysts, and planners.

341 Audit
Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 340 as many grants do not include this cost as an eligible grant expenditure.

400 Purchased Property Services
Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

500 Other Purchased Services
Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

600 Supplies
Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

700 Property
Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

INTERAGENCY COLLABORATION AGREEMENTS

Programs should have collaborative agreements with outside community agencies in order to provide support and services to families as required by the collaboration quality components. These agreements should include, but are not limited to, agencies such as health, mental health, WIC, libraries, adult education and job training programs. These agreements may be developed as a community effort that is signed by the individual programs or individual agreements signed by each program.

PLEASE NOTE:

- Agreements may be for one or two years.
- If collaboration agreements are completed on a community basis, all signatures for programs involved in the collaboration must be on a single agreement form.
- Agreements must clearly specify:
    - the individual responsibilities and duties of each agency as it relates to the school readiness families;
    - include the number of people to be served; and
    - a description of the services to be provided.
- Do not include agreements with consultants required by licensing.

SAMPLE

**INTERAGENCY COLLABORATION
LETTER OF AGREEMENT**

____________________ would like to enter into a collaborative agreement with____________________
(Proposing Agency Name) (Collaborating Agency Name)

for the following services for FY 2018.

Responsibilities of Proposing Agency:
(Describe the specific activity to be provided by proposing agency for this application)

____

____

____

Responsibilities of Collaborating Agency:
(Describe the specific activity to be provided by the collaborating agency for this application, the number of people to be served, and the location of the activity)

____

____

____

PROPOSING AGENCY

____

Name:______________________________

Title:______________________________

Address:______________________________

____
(Signature)

Date:______________________________

COLLABORATING AGENCY

____

Name:______________________________

Title:______________________________

Address:______________________________

____
(Signature)

Date:______________________________

ATTACHMENTS

- School Readiness Local Program Data Workbook
- School Readiness Local Program Budget Workbook
- Local School Readiness Application Scoring Packet

QUALITY ENHANCEMENT GRANT PROGRAM

FY 2018

LOCAL REQUEST FOR PROPOSAL

The purpose of the Quality Enhancement Grant Program is to provide funding for School Readiness programs that focus on education and early care that addresses the School Readiness quality components and/or expands comprehensive services for children and families.

Legislative Authority
C.G.S. Section 17b-749c

DUE DATE

____

SUBMISSION INFORMATION

Name: ______________________________
Agency (if applicable): ______________________________
Street Address: ______________________________
City, State, Zip ______________________________
Primary Contact: ______________________________
Telephone: __________ ***Fax:*** __________ ***E-mail:*** __________

FISCAL AGENT (if applicable)

Name: ______________________________
Agency (if applicable): ______________________________
Street Address: ______________________________
City, State, Zip ______________________________
Primary Contact: ______________________________
Telephone: __________ ***Fax:*** __________ ***E-mail:*** __________

SCHOOL READINESS LOCAL QUALITY ENHANCEMENT RFP TABLE OF CONTENTS

OVERVIEW

Purpose:

The Office of Early Childhood (OEC) shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement grants to providers of child day care services or providers of school readiness programs pursuant to Connecticut General Statute (C.G.S.) Section 10-16p and Section 10-16u to enhance the quality of early childhood education programs. Child day care providers and school readiness programs in priority school districts and competitive school readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding.

The purpose of the QEGP is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

1. Help providers who are not accredited by the National Association for the Education of Young Children to obtain such accreditation;
2. Help directors and administrators to obtain training;
3. Provide comprehensive services, such as enhanced access to health care, a health consultant, a mental health consultant, nutrition, family support services, parent education, literacy and parental involvement, and community and home outreach programs; and provide information concerning access when needed to a speech and language therapist;
4. Purchase educational equipment;
5. Provide scholarships for training to obtain a credential in early childhood education or child development;
6. Provide training for persons who are mentor teachers, as defined in federal regulations for the Head Start program, and provide a family service coordinator or a family service worker as such positions are defined in such federal regulations;
7. Repair fire, health and safety problems in existing facilities and conduct minor remodeling to comply with the Americans with Disabilities Act; train child care providers on injury and illness prevention; and achieve compliance with national safety standards;
8. Create a supportive network with family day care homes and other providers of care for children;
9. Provide for educational consultation and staff development;
10. Provide for program quality assurance personnel;
11. Provide technical assistance services to enable providers to develop child care facilities pursuant to C.G.S. Sections 17b-749g, 17b-749h and 17b-749i;
12. Establish a single point of entry system; and
13. Provide services that enhance the quality of programs to maximize the health, safety and learning of children from birth to three years of age, inclusive, including, but not limited to, those children served by informal child care arrangements. Such grants may be used for the improvement of staff to child ratios and interaction, initiatives to promote staff retention, pre-literacy development, parent involvement, curriculum content and lesson plans.

APPLICATION REQUIREMENTS

Eligible Applicants
Eligible applicants are individuals, agencies, or contractors that wish to compete for accessing or implementing the activities proposed by the municipality in accordance with the purpose of the QEGP.

Cover Sheet
The format for the cover sheet appears on the initial page of this document. The cover sheet must include the name of the individual, agency, or contractor and fiscal agent information, if relevant. The municipality may amend the cover sheet to capture information needed to process contracts.

Application of Activity Implementation
To compete for an opportunity to implement a proposed activity that the municipality has chosen, complete the *Application for Activity Implementation* and any other forms required by the municipality.

Evaluation
Using the *Evaluation Chart*, describe the methods and procedures that will be used to determine if, and to what extent, the objectives of the proposal will be achieved. A narrative page may be added if the applicant needs to provide greater detail than the chart allows. The OEC may use data collected from your evaluations in a report describing the use of the Quality Enhancement funds and the impact of the activities toward the intended goals of the grant.

Budget Forms and Access to Funds
Using the appropriate form(s), indicate how the activity funds will be expended through June 30, 2018. There are no administrative, indirect costs, or carry-over funds allowed. The recipient of the award will work with the School Readiness liaison and/or the School Readiness fiscal agent regarding appropriate fiscal accountability.

Budget Justification
Provide detailed explanation of each line item expenditure in your proposed budget.

Statement of Assurances
The Statement of Assurances must be signed by the applicant.

APPLICATION PROCESS

Obligations of Grantees and Sub-Grantees
All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in the C.G.S. Section 4a-60, 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

Freedom of Information Act
All of the information contained in a proposal submitted in response to this Request for Proposal (RFP) is subject to the Freedom of Information Act (FOIA), Sections 1-200 et seq. The FOIA declares that, except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in the statute) are public records and every person has the right to inspect such record and receive a copy of such records.

Management Control of the Program and Grant Consultation
The Grantee must have complete management control of this grant. While the OEC staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds.

State Monitoring
The State may conduct site visits to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act.

Delivery of Applications

Delivery of the Local RFP for the School Readiness Program application is required by ________ on ______________________________.

1. Original, hard-copy signature pages (Statement of Assurances) must be mailed or hand-delivered to __________________.
2. The RFP and original signatures **must be received by ___________ on______________, IRRESPECTIVE OF POSTMARK DATE.** Faxed or scanned copies of signatures will not be accepted.

IMPORTANT NOTE: Late or incomplete applications MAY not be considered for funding.

Mailing/Delivery address and email is:

____

____

____

____

Review of Proposals and Grant Awards

The municipality shall review all applications and put forward to the OEC those proposals that show favorable promise in the implementation of the proposed activity.

Other Program Requirements

Within sixty (60) days after the close of the fiscal year, each grantee must file a financial statement of expenditures with the OEC on such forms as the OEC may require.

Reservations and Restrictions

The Municipality reserves the right not to fund an applicant or grantee/sub-grantee if it is determined that the grantee/sub-grantee cannot manage the fiscal responsibilities required under this grant.

STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

Town:	Contractor:
Activity and Activity Description:	
Expected Cost:	
Possible Resources:	
Population (number of children, staff, and programs served by this activity):	
Statement of Need:	
Goals:	
Indicators of Progress:	
Grant Objectives Addressed:	
Plan for Activity Evaluation:	

BUDGET

Each applicant is required to complete a **School Readiness QE Local Budget Workbook** (see attachments) which contains two tabs: (1) Budget Justification and (2) ED114.

On the **Budget Justification** tab, provide a brief explanation justifying each line item expenditure proposed in the grant budget. Justifications for line item expenses must reflect the programs needs to ensure high-quality programming for children.

The ED114 is a detailed line item budget that reflects the programs requested use of funds for **FY 2018**. (*Budget total must equal the requested Quality Enhancement funds.*)

BUDGET OBJECT CODES

General Description

The OEC is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (http://nces.ed.gov/pubs2009/2009325.pdf) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. Please review the instructions for specific grant budget development carefully before requesting an ED114 form from the Bureau of Grants Management.

Master Budget Form Object Code Descriptions/Includable Items

111A Non-Instructional
Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.

111B Instructional
Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.

200 Personal Services - Employee Benefits
Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

320 Professional Educational Services
Services supporting the instructional program and its administration. Included are curriculum improvement services, assessment, counseling and guidance services, library and media support, and contracted instructional services.

321 Tutors (Instructional Non-Payroll Services)
Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.

322 In-service (Instructional Program Improvement Services)
Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.

323 Pupil Services (Non-Payroll Services)
Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, contracted guidance counselors, etc.

324 Field Trips
Costs incurred for conducting educational activities off site. Includes admission costs to educational centers, fees for tour guides, etc.

325 Parental Activities
Expenditures related to services for parenting including workshop presenters, counseling services, baby-sitting services, and overall seminar/workshop costs.

330 Employee Training and Development Services
Services supporting the professional and technical development of school district personnel, including instructional, administrative, and service employees. Included are course registration fees (that are not tuition reimbursement), charges from external vendors to conduct training courses (at either school district facilities or off-site), and other expenditures associated with training or professional development by third-party vendors.

340 Other Professional Services
Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dieticians, editors, negotiations specialists, paying agents, systems analysts, and planners.

341 Audit
Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 340 as many grants do not include this cost as an eligible grant expenditure.

350 Technical Services
Services to the school district that are not regarded as professional, but that require basic scientific knowledge, manual skills, or both. Included, for example, are data-processing services, purchasing and warehousing services, and graphic arts.

400 Purchased Property Services
Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

500 Other Purchased Services
Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

600 Supplies

Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

700 Property
Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

STATEMENT OF ASSURANCES

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools).

Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

Applicants need only submit the Statement of Assurances Signature Page with submission of their grant application.

PROJECT TITLE: SCHOOL READINESS GRANT PROGRAM

THE APPLICANT: ______________________ HEREBY ASSURES THAT:

A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;
E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Edu cation may find necessary;
H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by the audit; and
L. Programs are required to meet all health and safety requirements mandated by the Office of Early Childhood for both license and license exempt programs.

M. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Grantee.

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

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

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

b) (1) The Contractor agrees and warrants that in for performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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

f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

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

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

N. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.

O. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

P. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.

Q. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

STATEMENT OF ASSURANCES SIGNATURE PAGE

I, the undersigned authorized official; do hereby certify that these assurances shall be fully implemented.

Signature of Official: ______________________________

Name: (please type) ______________________________

Title: (please type) ______________________________

Date: ______________________________

To be signed below **ONLY** if the Fiscal Agent is other than the program applying for the funds:

Signature of Fiscal Agent: ______________________________ **Date:** ______________

Name & Title (please print): ______________________________

CHAPTER 4.0

Discussion Items # 1 and 2

PATROL

4.7 PURSUIT AND EMERGENCY DRIVING

4.7.1 Definitions

The following definitions pertain to their use within this policy and should not be construed as legal or binding definitions for any other purpose.

Pursuit

An attempt by a police officer in an AUTHORIZED EMERGENCY VEHICLE to apprehend one or more occupants of another moving vehicle, when the driver of the fleeing vehicle is attempting to avoid apprehension by maintaining or increasing his speed or by ignoring the police officer's attempt to stop him. (An authorized emergency vehicle by statute must be making use of an audible warning device, which means a siren, and have visible flashing or revolving emergency lights, re: C.G.S Section 14-80 and 14-96p in operation when in pursuit. For the purpose of this directive, only marked patrol vehicles shall be construed as an authorized emergency vehicle, and only marked patrol vehicles properly equipped with emergency equipment as defined by 14-80 and 14-96p shall engage in pursuit). Emergency lights and siren must be in use at all times.

High speed

Any speed in excess of that which would be considered an acceptable operating speed for vehicles considering the road conditions, weather conditions, lighting, type of area, and any other factors having an effect upon the ability of the operator to safely control all aspects of vehicular operation.

Serious offense

An offense which has caused SERIOUS PHYSICAL INJURY to a victim. An offense in which the USE OR THREATENED USE OF DEADLY FORCE WAS INVOLVED or an offense as cited above in which the perpetrator PRESENTS AN IMMEDIATE OR CONTINUED THREAT to the safety and welfare of the public if not apprehended.

Jurisdiction

The geographical area over which an organized police department has a responsibility for law enforcement and service.

Primary Unit

The police vehicle operated by a police officer that initiates a pursuit or any police vehicle operated by a police officer that assumes control of the pursuit.

Secondary Unit

Any police vehicle operated by a police officer that becomes involved as a backup to the primary unit and follows the primary unit at a safe distance.

Communications

The central dispatch center or personnel staffing the central dispatch center of the agency in the jurisdiction where the pursuit is occurring.

Supervisor

The officer in charge or, responsible for the operation and administration of a particular work shift, platoon, or other unit during a specific period of time, or any ranking supervisor on duty.

Roadblock

The placement of a barricade of any type across the travel portion or other area of a roadway so as to deter or stop vehicle(s) from passing beyond that point.

Caravaning

More than two police vehicles in close proximity having visual contact with each other and pursuing the same subject vehicle over the same traveled area or route.

Uniform Statewide Pursuit Policy

Connecticut General Statutes, Sections 14-283a-1 to 14-283a-4, inclusive, of the Regulations of Connecticut State Agencies.

4.7.2 General Considerations and Guidelines

1. Pursuit driving, especially high-speed pursuit, should be used only as a last resort and apprehending the violator should never be the sole deciding factor in a pursuit situation. All emergency vehicle operations shall be conducted in strict conformity with Sections 14-283a-1 to 14-283a-4, inclusive of the Regulations of Connecticut State Agencies and Section 14-283a of the Connecticut General Statutes.

2. Pursuit driving is a very serious matter. When a police officer initiates pursuit of a fleeing vehicle, he/she may have a tendency to consider only himself and the occupants of the fleeing vehicle. This is not adequate. It must be remembered that other citizens using public highways do not expect their travel to be interrupted by a police chase that may very well result in an accident. Officers shall drive with due regard for the safety of persons and property.

3. Police officers should make reasonable efforts to apprehend a fleeing violator, but pursuit should not be carried to such an extent as to endanger the lives of innocent users of our streets and highways, or the officer.

4. Pursuit is not recommended when the potential danger to the officer and the public outweighs the potential advantage of apprehending a fleeing vehicle. Pursuit is clearly inappropriate when the pursuit itself endangers life more than the escape of the person pursued. The nature and seriousness of the offense must be a paramount consideration when faced with pursuit. Non-hazardous violations such as equipment, registration, or completed motor vehicle violations (e.g., passing a stop sign, running a red light) would not warrant high-speed pursuit. Obtaining the registration of the violator can resolve the need to pursue the vehicle any further.

5. However, hazardous violations that present a continuing danger to the public may require immediate and sometimes aggressive pursuit. Driving under the influence, reckless operation or

excessive speed, are examples of hazardous violations. The officer must remember though, that he is not relieved of the duty to drive with due regard for the safety of all persons, nor is he protected from the consequences of any reckless disregard for safety.

6. The seriousness of the possible outcome of a pursuit commands a police officer to weigh many factors when deciding whether or not to engage in the chase. Some of the specific questions officers must address when deciding whether or not to pursue include:

- The nature of the offense
- Does the offense really justify pursuit? (e.g., simple misdemeanor situation or serious felony?)
- Time of day (12:00 noon, 4:30 PM, 3:00 AM?)
- Weather conditions (Clear, rainy, fog, ice or snow?)
- Road conditions
- Traffic conditions
- Geographic location (school zone, hospital zone, congested area?)
- Population density (pedestrians in the area, children playing?)
- Familiarity with the area
- The relative capabilities and reliability of the police and the vehicle being pursued
- Presence of passengers in police vehicle
- Whether the identity of the occupants is known and apprehension at a later time is feasible

4.7.3 Procedures

Decision to Pursue

The decision to pursue a vehicle is made by the officer involved upon considering the factors cited in Directive 4.7.2.

It is important that an officer weigh the seriousness of the offense which has been committed against the hazards present to the health and welfare of citizens that might be affected by the chase. If pursuit is initiated, a continuous balancing of seriousness versus public safety is mandatory.

The primary unit and secondary unit, if any, must terminate the pursuit when, in the officer's opinion, the hazards to the officer and other citizens outweighs the seriousness of the offense committed.

If an officer receives a communication from the dispatcher or supervisor to terminate the chase, he shall do so immediately. The officer shall turn off the emergency lights and the vehicle siren. The officer will report to the dispatcher the final location and direction of travel of the pursued vehicle at the time of termination.

Use of Emergency Equipment

The primary unit and secondary unit, if any, involved in the pursuit shall immediately activate both the vehicle siren and emergency lighting equipment.

Both the siren and emergency lighting equipment shall remain in use throughout the entire pursuit.

Notification

The primary unit shall make the following notifications and provide that information required or any other pertinent information requested by the dispatcher or supervisor.

- Immediately notify the dispatcher of the situation and the offense involved.
- Supply the dispatcher with a complete description of the vehicle, including their location and direction of travel. Attempt to provide an accurate registration number, if possible.
- Maintain continued radio contact with the dispatcher giving their location, direction of travel and speed.
- Immediately advise the dispatcher when a pursuit has been terminated due to apprehension or the vehicle has been lost, the vehicle was involved in a collision, or the officer called off the chase. Give last known location and direction of travel.

The secondary unit shall follow the primary unit at a safe distance and assist in providing pertinent information as stated above.

The dispatcher, upon receipt of information from the primary unit shall:

- Immediately notify the supervisor of the pursuit and supply whatever pertinent information required or requested by the supervisor.
- Advise all units not directly involved in the pursuit, to refrain from non-emergency radio transmissions.
- Relay necessary information to other police officers involved in the pursuit.
- Relay information to adjacent police agencies in whose direction the pursuit is proceeding.

Caravanning

A pursuit shall consist of no more than two police vehicles, one of which will be identified as the primary unit and one which will be identified as the secondary unit.

No other personnel shall join the pursuit unless instructed to participate by a supervisor.

The primary unit shall become secondary when the fleeing vehicle comes under police air surveillance or when another unit is assigned the primary responsibility. The secondary unit shall then terminate their involvement in the pursuit unless instructed to participate by a supervisor.

Caravanning as defined in Directive 4.7.1 is prohibited.

Paralleling

Police officers not engaged in the pursuit as the primary or secondary unit shall not normally follow the pursuit on parallel streets unless authorized by a supervisor or when it is possible to conduct such an operation without unreasonable hazard to other vehicular or pedestrian traffic.

Supervisor's Duties During Pursuit

- Primary command responsibility for the conducting and terminating the pursuit is that of the supervisor.
- The supervisor shall be responsible for the direction and coordination of patrol units involved in the pursuit.
- Assignment of other units to assist the pursuing unit shall be made by the supervisor.
- Assisting units will advise the supervisor of their location in order that coordination of the pursuit can be accomplished.
- The decision to continue or terminate the pursuit shall be made by the supervisor based upon those factors cited in Directive 4.7.1.

- Unless there are special factors present in the pursuit situation, which may be unknown to the pursuing units, supervisors should not require the pursuit to continue if the pursing unit deems it appropriate to terminate the pursuit.

Where possible, a supervisor shall respond to the location where a vehicle has been stopped following a pursuit.

In order to maintain objectivity, supervisors shall refrain from becoming directly involved in any pursuit, unless exigent circumstances are present.

The officer in charge of any platoon, shall not become directly involved in any pursuit, unless exigent circumstances are present.

Intervention Techniques

Except in extraordinary circumstances, a supervisor must approve the use of any intervention technique for stopping a pursuit and must reevaluate the general considerations and guidelines in determining the best course of action.

Forcibly stopping a motor vehicle through the use of intervention techniques such as road blocks, slow moving vehicle stops, and tire deflation devices are authorized only if properly trained in the activation of such device or technique.

If speeds are sufficiently slow and conditions are such that do not present a grave threat of injury to suspect, public, or officers, a slow speed moving vehicle stop is permitted based on totality of circumstances.

If speeds are high and conditions are such that do present a grave threat of injury to the public or officers, an officer may consider the use of deadly force in accordance with C.G.S. 53a-3, C.G.S. 53a-22, and Directive 11.1.

Tire Deflation Devices

Tire Deflation Devices (i.e. – stop sticks) will be available only in supervisor vehicles. Only supervisors trained in the use of stop sticks shall be authorized to deploy the devices. The use shall be consistent with such training.

Stop stick is designed to be used on vehicles with four or more tires, and shall NOT be used on motorcycles and all terrain vehicles (ATV's)

Stop Stick should be deployed on paved surfaces such as blacktop or concrete for optimal performance.

The deploying supervisor shall take into consideration the location, his/her own safety, the safety of the pursuing officer, the suspect and the general public, road conditions, adequate line of sight for deployment, communication with the pursuing officer and the seriousness of the offense, when deciding to deploy the stop stick. The supervisor should deploy the stop stick only after considering the totality of the circumstances.

Deploying supervisor shall advise communication of the intent and location where the stop sticks shall be deployed. Communications personnel shall advise the pursuing units of the deployment location of the stop stick so that the pursuing unit(s) can slow to avoid the stop sticks themselves.

Any deployment of stop sticks shall be documented in the deploying supervisor's report and a stop stick pursuit report form. All used stop sticks will be returned to the training unit for replacement.

Roadblocks or Slow Moving Vehicle Stops

Roadblocks or slow moving vehicle stops may only be authorized by the supervisor after consideration of all safety factors concerning officers and the public. The supervisor will monitor and/or directly supervise the operation.

All precautions possible will be taken to ensure the safest location for the roadblock or slow moving vehicle stop is selected.

The primary consideration in determining how and where to utilize a roadblock or slow moving vehicle stop is the safety of the officers and the public. Roadblocks or slow moving vehicle stops will be avoided in areas where the subject vehicle will have an avenue of escape once the vehicles are in view.

If possible, city owned vehicles will be used in roadblocks. Officers will not remain inside the blocking vehicles. Officers will move to a place of safety away from vehicles. All officers will be on the same side of the roadway in the event of firearms usage to avoid a crossfire situation. Pursuing units must be advised of the roadblock or slow moving vehicle stop and position of officers to avoid being caught in line of fire areas.

Use of Firearms

Firearms shall not be discharged by an officer while driving or occupying a vehicle engaged in a pursuit while still in motion.

Accuracy may be severly impacted when firing from a moving vehicle and firing from a moving vehicle may increase the risk of harm to officers or other citizens. Officers should not fire from a moving vehicle except in self defense or defense of another from what the officer reasonably believes to be the use or imminent use of deadly physical force.

Post Stop Procedures

Once the pursued vehicle is stopped, police officer shall utilize appropriate police officer safety tactics and shall be aware of the necessity to utilize only the force the police officer reasonably believes to be necessary to take the occupants into custody.

Officers are discouraged from immediately approaching a stopped vehicle at the conclusion of a pursuit or other high-risk stop. Where reasonably possible, officer shall use the felony stop tactic.

Reports

Officers involved in a pursuit must file reports prior to the end of their tour of duty. Officer's reports shall include the following:

- complete and specific details
- the reasons for initiating and continuing the pursuit
- the results of the pursuit
- all charges placed against the person pursued must be substantiated individually by a clear showing of probable cause.

Supervisors shall review all reports for accuracy and completeness prior to acceptance.

Supervisors shall write a synopsis to be ready for review by the Deputy Chief of Operations. The synopsis shall include:

- Police file or report number.
- Reason for initiating and continuing pursuit.
- Review of time of day, traffic, and weather conditions.
- Method of termination of pursuit.
- Officers involved.
- Injuries and property damage.
- Subject(s) arrested or person(s) sought.
- Charges against subject(s) arrested or sought.
- Whether pursuit was within policy.

4.7.4 Inter-Jurisdictional Pursuits

General
When a pursuit is about to leave the boundaries of the City of Norwalk, officers shall review the necessity of continuing the pursuit. Officers involved in a pursuit are directed to constantly weigh all factors in determining whether a pursuit should continue. This is paramount because officers are more likely to be unfamiliar with the roads, population density, school zones, traffic conditions, etc. of the jurisdiction they are entering. The fact that a pursuit is leaving city boundaries shall be weighed heavily along with all other factors. However, the mere fact that a pursuit is leaving city boundaries shall not, in and of itself, be the determining factor in deciding whether a pursuit should be terminated.

Pursuits initiated in Norwalk

When a pursuit crosses into or is about to cross into another jurisdiction, Communications shall make notification to the other jurisdiction(s).

Notification may be made by inter-agency radio systems or by telephone.

Sufficient information should be provided to the second jurisdiction to allow that department to make appropriate decisions.

- Description of vehicle, registration number, and number and description of occupants.
- Location of vehicle being pursued and direction of travel.
- Reason for the pursuit.
- Location and direction of travel of pursuit vehicle.

The supervisor for the second jurisdiction shall determine if assistance is necessary. Officers from the second jurisdiction shall not join the pursuit unless:

- Directed to do so by their supervisor
- The involved pursuit unit is unable to request assistance; or
- The situation demands immediate assistance

The supervisors of the respective police agencies involved in the pursuit shall communicate with each other to determine the respective responsibilities of each police agency and to determine which police agency will assume primary operational control of the pursuit.

The supervisors shall also communicate with each other regarding any external conditions pertinent to the continued conduct of the pursuit.

Communications between police agencies shall be controlled by inter-agency police radio systems or by telephone.

If direct contact, with the pursuit is lost, the unit should be directed to the location of the apprehension by the apprehending jurisdiction or directed as to a course of travel which would allow the unit from the initiating jurisdiction to remain in close proximity to the pursuit.

If the jurisdiction into which the pursuit has gone refuses to become engaged in the pursuit, and the supervisor responsible for the pursuit determines, based upon the facts and circumstances, that a continuance of the pursuit is justified, he shall direct initiating units from this department to continue the pursuit.

If a pursuit enters a municipality without a regularly organized police department, notification shall be made to the State Police troop responsible for that area.

Pursuits outside the state of Connecticut shall be in compliance with Connecticut General Statute 54-156.

Pursuits from other jurisdictions entering Norwalk

When pursuits enter Norwalk from outside jurisdictions it is the responsibility of the pursuing jurisdiction to notify this agency that a pursuit is crossing into or is about to cross into Norwalk. Sufficient information should be obtained from the second jurisdiction to allow this department to make appropriate decisions.

- Description of vehicle, registration number, and number and description of occupants.
- Location of vehicle being pursued and direction of travel.
- Reason for the pursuit.
- Location and direction of travel of police vehicles involved in the pursuit.

This agency has the responsibility for determining if officers will assist in the pursuit. No officer shall assist in the pursuit unless instructed to do so by a supervisor. This decision should be based upon the same factors as cited in Directive 4.7.1. If the supervisor monitoring the situation determines that the safety of the pursuing officer may be in jeopardy, the supervisor may direct units from this agency to assist as needed for the purposes of the safety of the pursuing officer(s). Additionally, Officers may be directed to monitor highway exits, or other intersections.

Investigation and reports

Investigations

Each jurisdiction is responsible for conducting any investigation required for offenses and violations occurring in their jurisdiction during or as a result of the pursuit.

Jurisdiction may request and should receive assistance from the initiating jurisdiction in the conducting of investigations.

Reports

Each jurisdiction shall file appropriate reports detailing the offenses or violations occurring in their jurisdiction and forward a copy of all reports to the initiating jurisdiction.

The initiating jurisdiction shall provide all jurisdictions involved in the pursuit a copy of all reports written by other jurisdictions involved.

Each jurisdiction charging the pursued subject with a violation or offense must submit the appropriate arrest form (Infraction, Summons, U.A.R.) to their respective G.A.'s.

A copy of all reports filed by all participating jurisdictions should be included with arrest forms.

Copies of arrest forms should be sent with reports to the initiating jurisdiction.

Custody of the pursued subject should be decided on the following priorities:

Jurisdiction in which pursued subject committed the most serious offense.

If offenses of equal seriousness were committed in more than one jurisdiction:

- Initiating jurisdiction - if one of the equally serious offenses were committed within.
- Jurisdiction in which apprehension was made if one of the equally serious offenses were committed within.
- Nearest jurisdiction in which one of the equally serious offenses were committed.
- Other factors should be considered, such as holding facilities and required medical treatment.

The G.A.'s at which the subject will be arraigned and tried will be determined by the State's Attorney's responsible for the various jurisdictions.

4.7.5 <u>Annual Analysis of Pursuits</u>

The Deputy Chief of Operations or his designee shall conduct an annual analysis of all pursuits and reports of those pursuits. The analysis shall be documented and include identified training needs, review of policy and procedures, and the need for any necessary modifications. The absence of pursuits does not remove the requirement to review the policies, procedures, and practices. This report shall be prepared in January and forwarded to the Chief of Police.

4.7.6 <u>Training</u>

Officers shall receive periodic training in the department's Pursuit and Emergency Driving Directive. The provisions of the Connecticut General Statutes, Sections 14-283a-1 to 14-283a-4, inclusive of the Regulations of Connecticut State Agencies shall be a part of the curriculum for all police basic recruit-training and re-certification programs in Connecticut.

4.7.7 <u>Foot Pursuits</u>

A situation where an officer chases, on foot, a person in an effort to detain or arrest the individual, whom the officer has reasonable suspicion to believe is about to commit, is committing, or has committed a crime, and is resisting apprehension by fleeing from the officer on foot.

Flight alone does not constitute sufficient justification to deploy a taser to terminate a foot pursuit. Similarly, flight alone does not constitute sufficient legal justification to detain or arrest an individual. Flight must be accompanied by one or more other factors that together provide sufficient justification to support an investigatory stop.

Decision to Pursue

The decision to pursue a person is made by the officer involved, upon considering the following factors:

- When an officer reasonably believes the suspect has committed or is about to commit a crime that would permit the officer to detain or arrest the suspect.
- When an officer reasonably believes that the suspect poses an immediate threat to the safety of the public, himself, or other officers.
- The officer should weigh the seriousness of the offense with an awareness of the degree of risk to which the officer exposes themselves and others.
- The officer's fitness level and that of the suspect or multiple suspects.
- Surrounding area, terrain, and environment.
- The urgency of the situation, whether there are reasonable alternatives or support available.

Initiating Officer's Responsibilities

The primary officer initiating the foot pursuit shall bear responsibility for the foot pursuit unless circumstances dictate otherwise. The officer initiating a foot pursuit shall make the following notifications and provide that information required or any other pertinent information requested by dispatcher or supervisor.

- Immediately notify communications.
- Supply communications with a location, direction of travel and a complete description of the suspect(s).
- Identify if the suspect(s) is armed, if known.
- Maintain radio contact with communications.
- Remember radio transmission, while running and in other tactical situations, may be difficult to understand and may have to be repeated.
- Immediately advise communications when a pursuit has been terminated and the status, i.e. apprehension or if the suspect has eluded officers.
- Request assistance they deem necessary, i.e. additional officers, K9 unit, supervisors, EMS, transport vehicle.

Guidelines

Unless the officer reasonably believes exigent circumstances exist, officers should consider alternatives to engaging in or continuing a foot pursuit under the following conditions:

- The officer is unsure of his location and direction of travel.
- The officer becomes aware of unanticipated or unforeseen circumstances.
- The officer loses essential equipment.
- The suspect's location is no longer known.
- The suspect enters a building, structure, confined space, or otherwise isolated area, the officer may await the arrival of other officers to establish a containment perimeter and consider using specialized units.
- The identity of the suspect is established or other information exists that will allow for the suspect's apprehension at a later time and it reasonably appears there is no immediate threat to officers or the public.

Communications

The dispatcher, upon receipt of information from the officer shall:

- Immediately notify the supervisor of the pursuit and supply whatever pertinent information required or requested by the supervisor.
- Dispatch additional back up units to appropriate location(s).
- Advise all units not directly involved in the pursuit, to refrain from non-emergency radio transmissions.
- Relay necessary information to other police officers involved in the pursuit.

Reports

Officers involved in a foot pursuit must file reports and complete any required forms prior to the end of their tour of duty and in accordance with Directive 4.7.3.

CHAPTER 2.0

ORGANIZATION AND MANAGEMENT

2.8 INTERNAL AFFAIRS

2.8.1 Purpose and Policy

The purpose of this policy is to inform employees and the public of departmental procedures for addressing complaints of misconduct.

Policy

It is the policy of this department to investigate all complaints of alleged employee misconduct and to equitably determine whether the allegations are valid or invalid and to take appropriate action. All allegations of departmental or officer misconduct shall be properly investigated whether such complaints are received verbally, in writing, through a third party, or anonymously.

2.8.2 The Internal Affairs Unit Organization

The Internal Affairs function is a component of the Professional Standards Division. Officers assigned to Internal Affairs working under the direction of the Deputy Chief of Administration shall have the authority to report directly to the Chief of Police in matters related to the Internal Affairs function.

Internal Affairs will ensure that the integrity of the department is maintained through an internal system where objectivity, fairness, and justice are assured by intensive, impartial investigation and review.

Internal Affairs coordinates and exercises staff supervision over investigations of complaints or allegations of misconduct against the Norwalk Department of Police Service and its members.

2.8.3 Internal Affairs Activities

The Internal Affairs function is responsible for the following activities:

- recording, registering and controlling investigations of complaints against agency personnel
- supervising and controlling investigations of alleged misconduct within the department
- maintaining the confidentiality of records of all internal investigations

The Internal Affairs function is responsible for developing sufficient information to support an appropriate disposition of each matter being investigated. Every legitimate course of action shall be diligently pursued by the investigators in their efforts to obtain facts.

It is not the responsibility of Internal Affairs to adjudicate matters which it has investigated. It is a fact-finding body which will present completed investigations to the Chief of Police for final disposition.

2.8.4 Internal Complaints (general)

An appropriate investigation shall be conducted for all complaints made against the Norwalk Department of Police Service or its members. Complaints may be in any manner including verbally, in writing, by telephone or mail, through a third party, anonymously or electronically. The supervisor shall accept and document all complaints against any employee regardless of when the alleged misconduct or malfeasance occurred. It is also the policy of this department to appropriately address citizens inquires concerning departmental regulations, procedures and policies, action taken by agency employees in the performance of their duties, and similar issues which involve the department and its members.

2.8.5 Complaint Procedure

When a complaint is made regarding alleged employee misconduct or malfeasance, the ranking supervisor on duty of the division or unit to which the employee is assigned shall be summoned to receive the complaint. If there is no supervisor available from a particular division or unit, the ranking patrol supervisor on duty shall receive the complaint. If a complaint involves a supervisor, an officer of the next higher rank shall receive the complaint. In no event is a complaint to be told to return at another time or that no one is available to handle their complaint.

<u>Manner of Compliant</u>

- Mail – a letter of acknowledgement must be prepared advising complainant that the matter is being investigated and they will be contacted by the assigned investigator.
- Telephone – details shall be obtained and a supervisor shall be dispatched to the complainant's location to receive complaint.
- In the Field – the employee shall request a supervisor respond. If the complainant is unable to await the arrival, he/she should be informed that they may respond to Headquarters to make the complaint.
- Person under the influence – he/she shall be encouraged to wait until they have regained sobriety to do so. If a supervisor determines the circumstances require immediate action, preliminary details shall be obtained and documented should that person need to be re-interviewed after regaining sobriety.
- Any employee about their own conduct – he/she shall immediately refer the complaint to a supervisor.

Personnel who withhold information, fail to cooperate with a department investigation, or who fail to report alleged misconduct or malfeasance of employees to a supervisor shall be subject to disciplinary action. There shall be no retaliation in any form by any member of this department directed at an individual who makes a complaint.

The following steps shall apply to all complaints:

1. The supervisor receiving the complaint shall gather all pertinent details regarding the complaint including but not limited to:

    - names and addresses of any witnesses to the incident
    - receiving any available physical evidence
    - taking necessary photographs
    - taking a written statement from the complainant and/or witnesses
    - drawing a case number if no specific case is cited

- no questions shall be asked of a complainant regarding their immigration status

2. The supervisor receiving the complaint shall fill out the Civilian Complaint Form with a incident case number. The complainant maybe placed under oath and requested to sign the complaint. If the complainant refuses to sign, the complaint will still be accepted and investigated. However, the refusal shall be noted in report. The supervisor shall give the completed receipt to the complainant and inform the complainant of the complaint and investigation process.

3. The supervisor receiving the complaint shall forward the completed Civilian Complaint Form along with any other documentation or pertinent information to the division commander. If a complainant expresses fears of retaliation, they should provide the basis for their concerns and this information should be noted in the report.

4. The division commander shall review the complaint and based upon the type of complaint and available information, shall forward the complaint to their respective Deputy Chief with a recommendation for an Internal Investigation to be initiated or with a recommendation that the complaint be handled at the division level. The Deputy Chief will review the recommendation and forward the information to the Chief of Police.

5. The Chief of Police shall base his decision on the following criteria whether the nature and seriousness of the allegations warrant an Internal Investigation. In general, Internal Investigations will be recommended for:

   - use of excessive force complaints
   - allegations of civil rights violations
   - claims of serious unethical conduct which may not be criminal
   - domestic violence complaint or arrest

6. If an Internal Investigation is warranted, the Chief of Police shall notify the Internal Affairs commander, in writing, to initiate an internal investigation. In addition, the Chief of Police shall notify the complainant in writing that he has ordered an Internal Investigation into the matter.

In addition to the above procedure, the Chief of Police may at any time initiate an Internal Investigation based on:

- a matter he has personal knowledge of
- information brought to his attention by a member of the Department
- information brought to his attention by any other source

The Chief of Police shall forward to the Internal Affairs commander all complaints made by motor vehicle operators who feel they were stopped in violation of Directive 4.3.1 (Uniform Enforcement Procedures). Internal Affairs shall forward a copy of such complaint along with the findings of the investigation to the Office of the Chief State's Attorney as required by C.G.S. 54-1m.

Complainants shall be notified in writing within five (5) business days of receipt that:

- their complaint has been received by the agency and is currently pending
- the complaint number that has been assigned to their case
- that they will be notified in writing the outcome promptly following the conclusion

- that they may contact the designated investigator for further information while investigation is pending (include name, telephone, and/or email)

Training

All supervisors will be required to attend training on the department's Complaint Procedure and the responsibilities of the supervisor internal investigations.

All supervisors will be required to attend periodic refresher training, as determined by the Chief of Police, regarding the policy and procedures of the citizen complaints and accepted practices related to conducting internal investigations.

2.8.6 Conduct of Internal Investigation

Internal Affairs shall assign an IA case number to each complaint received from the Chief and shall begin a proper investigation. Pursuant to existing collective bargaining agreements, employees who are subjects of the allegations shall be notified in writing of the general nature of the complaint and the dates of occurrence, if known.

Certain investigations requiring specific expertise may justify assigning other agency personnel to the Internal Affairs function on a temporary basis. Such assignments shall be made by the Chief of Police as he determines necessary. During the investigations for which the assignment was made, the officer shall be under the supervision of the commanding officer of Professional Standards.

If it becomes apparent during the course of an Internal Investigation that criminal charges could possibly be lodged against an employee, the Chief of Police shall be notified immediately.

Should probable cause exist to substantiate a criminal charge, the Chief of Police shall direct the Detective Division commanding officer or his designee to conduct a criminal investigation of the matter.

During all criminal investigations involving a member of this agency, liaison shall be maintained with the prosecutor, Superior Court (Assistant State's Attorney for Part A or Part B offenses, depending on the severity of the alleged crime).

Any criminal investigation shall be separate and apart from the internal investigation.

2.8.7 Investigations Conducted at the Division Level

If it has been concluded by the Chief of Police that due to the nature of the complaint, it is to be handled at the division level, Chief of Police shall direct that such an investigation be conducted. The commanding officer of the division shall be assigned to conduct such an investigation. In general, the types of investigations that will be conducted at the division level include:

- failure to follow procedures
- slow or no response to calls for service
- failure to take proper action
- improper operation of department vehicles
- tardiness in reporting for duty
- violations of department dress code

- poor demeanor or rudeness

Complaints resolved at division levels shall be forwarded to the Chief of Police who shall review all relevant details to ensure appropriate procedures were followed, an adequate investigation was conducted, and an acceptable resolution was reached.

After resolution, the case shall be forwarded to Internal Affairs for review and recording purposes. The complaint shall be logged in the Internal Affairs records.

Internal Affairs shall be a resource to commanding officers of other divisions or units in conducting investigations of a less serious nature.

2.8.8 <u>Citizen Inquiries</u>

Frequently, citizens contact the agency with questions regarding a policy, procedure, or tactic used by the department. This is a simple inquiry and may be handled by any member of the department.

When a citizen questions the actions of a member of the agency, the matter shall be referred to an on-duty supervisor who will determine if the matter is merely an inquiry that may be handled by providing routine information or if it is a matter that may require an investigation pursuant to this directive.

2.8.9 <u>Notification of Employee Rights</u>

When an employee of the Norwalk Department of Police Service becomes the subject of an internal investigation, that employee shall be notified in writing of the scope and nature of all allegations made. The written notification shall also include a listing of the employee's rights and responsibilities relative to the investigation.

Employee rights shall be governed by this directive and by existing bargaining agreements representing agency employees.

2.8.10 <u>Records of Complaints</u>

The Internal Affairs function is responsible for maintaining accurate and complete records of all complaints against the department and its employees. The Professional Standards Division shall provide annual statistical summaries of investigations for dissemination to the Chief of Police. These summaries shall be made available to the public and agency employees in the department's annual report.

2.8.11 <u>Public and Employee Notification of Complaint Procedures</u>

The Community Services Division shall make available to the public, procedures for registering complaints against the department or its employees. This shall be accomplished through the use of the media, the Department's website, and informational brochures disseminated by the department and available at City Hall. Information shall also be disseminated to all agency employees.

2.8.12 <u>Notification to Chief of Police Regarding Internal Complaints</u>

The Chief of Police shall be notified of all complaints against the department or its employees.

The Chief of Police shall be notified immediately in the event a department employee is arrested or charged with a criminal offense or found to be under the influence of alcohol or drugs while on duty. The required notification will be made by the commanding officer receiving the report. The commanding officer shall ensure that all reports are completed and shall forward copies of those reports through the chain of command to the Chief of Police.

When an internal investigation has been concluded, the results shall be forwarded to the Chief of Police who will determine the appropriate action. The Chief of Police shall notify the complainant(s) and all officers involved in the allegation and advise them of the final disposition.

2.8.13 Notifications to Complainants

When an internal investigation is ordered by the Chief of Police, written notification to the complainant is made of that fact. In addition, a schedule for status notification to the complainant is made by the Internal Affairs Unit within 45 days of the initial order by the Chief of Police. All such contacts shall be appropriately documented in the investigation file. At the conclusion of an Internal Investigation, the Chief of Police or his designee shall contact the complainant in the matter and notify them of the outcome of the complaint.

2.8.14 Security/Confidentiality of Internal Affairs Records

Internal affairs investigation records shall be kept in a locked file cabinet in the Professional Standards office. The Chief of Police, the Professional Standards Division and Internal Affairs Unit staff shall be the only personnel authorized to access these files, except as otherwise required by law.

2.8.15 Relief from Duty

Supervisors or command officers may issue a temporary administrative suspension, with pay, for up to a period of 3 days to an employee under the following circumstances:

- employee misconduct, personally observed by the supervisor or command officer which is extremely serious in nature and/or creates actual or potential harm to the officer or others
- the employee is unfit for duty due to physical or psychological reasons (e.g. intoxication)

Pursuant to the existing collective bargaining agreement between the City of Norwalk and the Norwalk Police Union, sworn members suspended under this section shall be entitled to a prompt meeting with the Chief or his designee to determine whether continuation of the suspension is warranted or to restore the officer to active duty, unless that employee remains unfit for duty. If it becomes necessary to remove an employee from duty for an extended period of time, the Chief of Police shall take the required action pursuant to said agreement.

2.8.16 Polygraph Use in Internal Affairs Investigations

Polygraph examinations will not be administered in internal investigations unless the officer, who is the subject of the investigation, the complainant(s) or any witness, specifically request to be so examined.

2.8.17 Internal Investigations - Other Procedural Guidelines

1. When there are indications an employee is on duty under the influence of alcohol or drugs, actions shall be initiated by the employee's supervisor consistent with the appropriate existing bargaining agreement.

2. Employees may be required to participate in a lineup if probable cause exists to believe they are involved in a criminal offense. Photographs of all agency employees shall be maintained on file in the department's Identification Unit. These photographs may be used to conduct photographic lineups in order to identify an employee accused of misconduct. Any lineup conducted pursuant to this section shall meet the standards required for photographic lineups in criminal investigations.

3. No employee shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or expenditures (including those of any member of their family or household) unless it becomes necessary for the department to ascertain the desirability of assigning the employee to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

4. No such financial information shall become a part of an internal investigation unless that information is obtained under state law or other proper legal procedure.

5. The assigned locker space, desk space, mailboxes, or other areas located within the police headquarters building remain under control of the City and are subject to search at the direction of the Chief of Police, or pursuant to a search and seizure warrant.

6. All forms of communications including email, voice mail, radio transmissions, written and electronically stored documents shall be attainable by the City in order to determine if City or departmental polices have been complied with.

7. Photographs shall be taken of any injuries sustained by an officer or any person as a result of any police action or investigation. The SD memory card will be turned in to the Identification Unit lockers outside of Room 249. Photographic images taken by patrol will be downloaded into the Identification Unit computer and then burned onto a monthly DVD and stored in the Identification Unit. Still photographic images shall be maintained in a secure file in the Identification Unit. The photographs shall be maintained with the appropriate police file.

2.8.18 <u>Time Limits for Internal Investigations</u>

Pursuant to the Collective Bargaining Agreement Article 19, Section 5, all internal investigations shall be completed within 60 days; provided, however, that the officer assigned to conduct the investigation may extend this sixty-day period by up to thirty (30) days upon written notice to the Chief of Police and Union that there are extenuating circumstances which have prevented concluding the investigation. Within twelve (12) days of the conclusion of the investigation, the Chief of Police shall bring charges, if any, against the employee who was the subject of the investigation.

NORWALK POLICE DEPARTMENT

CIVILIAN COMPLAINT FORM

HQ#: If complaint resulted from a reported incident
DIV#: (DB/SS/YB)

LAST NAME:______________________ FIRST NAME: ______________ M.I.: ____

SEX: ____ RACE: ____ DOB: ________ DATE/TIME COMPLAINT RECEIVED: ____________

ADDRESS:____

CITY: ______________________ STATE: ________ ZIP: __________

HOME PHONE: ____________________ WORK PHONE:____________________

CELL PHONE: ____________________ EMAIL:________________________

EMPLOYER:______________________ OCCUPATION: ________________

EMPLOYER'S ADDRESS:______________________ PHONE: ______________

LOCATION OF INCIDENT:__________________ DATE:__________ TIME:________

EMPLOYEE COMPLAINT IS BEING MADE AGAINST (IF KNOWN): ____________________
(name, physical description, badge/car #, etc)

BRIEF DESCRIPTION OF INCIDENT:______________________________________

____

WITNESSES TO INCIDENT: *(If available)*

NAME:__________________ ADDRESS:__________________ PHONE:__________

NAME:__________________ ADDRESS:__________________ PHONE:__________

NAME OF INTERPRETER *(IF USED)*______________________ PHONE:____________

PERSON ASSISTING:__________________________ PHONE:______________

ADDRESS: ______________________________

		YES	NO	UNSURE
1.	To your knowledge, was all or any part of the incident complained of video or audio taped by anyone?	☐	☐	☐
2.	Are you afraid for your safety, or that of any other person, for any reason as a result of making this complaint?	☐	☐	☐
3.	Has anyone threatened you or otherwise tried to intimidate you in an effort to prevent you from making this complaint?	☐	☐	☐
4.	Are you able to read, write, and speak the English language?	☐	☐	☐
5.	If your answer to question #4 is No or Unsure, have you been provided with adequate language assistance to help you understand and fill out this form?	☐	☐	☐

If you answered yes to any of the above questions, please provide details in statement.

WAS STATEMENT TAKEN: YES❑ NO❑ *(EVERY EFFORT SHOULD BE MADE TO OBTAIN STATEMENT)*
HOW WAS COMPLAINT RECEIVED: IN PERSON❑ TELEPHONE❑ MAIL❑ EMAIL❑ OTHER❑
WAS COMPLAINANT ARRESTED: YES❑ NO❑
WAS MEDICAL ATTENTION REQUIRED: YES❑ NO❑ *(IF YES STATE WHERE AND NATURE OF TREATMENT RECEIVED)*

I HAVE READ OR HAD READ TO ME, THE ABOVE AND ATTACHED COMPLAINT AND STATEMENT CONSISTING OF _________ PAGES. ALL OF THE ANSWERS ARE TRUE AND ACCURATE TO MY KNOWLEDGE. I UNDERSTAND THAT MAKING A FALSE STATEMENT INTENDED TO MISLEAD A LAW ENFORCMENT OFFICER IN HIS OFFICIAL FUNCTION IS IN VIOLATION OF CONNECTICUT GENERAL STATUTE 53a-157b AND COULD RESULT IN MY ARREST AND BEING FINED AND/OR IMPRISONED.

SIGNATURE OF COMPLAINANT:__________________________________DATE/TIME:________________

SUPERVISOR RECORDING COMPLAINT (complete the section below):

ON THIS THE _________ DAY OF _______________, _______, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED THE COMPLAINTANT WHOSE NAME IS SUBSCRIBED ABOVE AND ACKNOWLEDGED THAT HE/SHE TRUTHFULLY EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

RANK/NAME:____ DATE:__________________
(PRINT)

SIGNATURE:____ID#:____________

COMPLAINANT'S RECEIPT
DETACH AND GIVE TO COMPLAINANT

This is to acknowledge (Complainant name)_________________________________ has made a complaint concerning activity of a member(s) of the department. This complaint will be reviewed by the department according to existing procedures. You may be requested to appear for an interview. You will be notified of the outcome of the review.

*Name of interpreter (if used):*____

Complaint received by: ________________________________ *Date:*_______________ *Time:*_________
(PRINT)

*NPD Case Number:*___________________________________

NPD021 (06/15)