



## MEMORANDUM

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

**DATE:** November 2, 2021

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

**SUBJECT:** Notice of Workshop/Committee Meetings – Thursday,  
November 4, 2021, 5:30 p.m., VIRTUAL MEETING via ZOOM

The Committees of the Board of Education will meet on Thursday, November 4, 2021, 5:30 p.m. In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96, Frontier Channel 6096), streamed live at <https://youtu.be/Y3gKTvhaVQY> or listened to via teleconference by calling 1-203-590-9756. For additional information regarding agenda items please visit [www.waterbury.k12.ct.us/board](http://www.waterbury.k12.ct.us/board) and refer to the November 4, 2021 Meeting Agenda.

*If you wish to address the Board during the public portion of the meeting please call 1-203-590-9756 between 5:00 and 5:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 5:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.*

### AGENDA

#### SILENT PRAYER

#### PLEDGE ALLEGIANCE TO THE FLAG

#### PUBLIC SPEAKING (see above)

1. Committee on Curriculum/5 minutes ~ Request approval of an Agreement with Abbott Terrace Health Center, Inc. for Waterbury Career Academy High School Nurse's Aide Program – M. Harris.
2. Committee on Finance/5 minutes ~ Request approval of a contract with Creative Recreation LLC for playground installation at State Street School – Michael Konopka.
3. Committee on Finance/5 minutes ~ Request approval to apply for the Connecticut State Department of Education ARP ESSER Homeless Children & Youth II Grant – L. Allen Brown, S. Paris, D. Schwartz.
4. Committee on Finance/5 minutes ~ Request approval of the 2021-2023 Consolidated Grant Application – Linda Riddick Barron.
5. Committee on Finance/5 minutes ~ Request approval to apply for the Connecticut State Department of Education Individuals with Disabilities Act (IDEA) Grant 2022 – M. Pabon.
6. Committee on Finance/5 minutes ~ 2021/2022 Quarterly Budget Report – D. Biolo.
7. Committee of the Whole/10 minutes ~ Presentation: LEAP (The Learner Engagement and Attendance Program – Q. Brown, N. Buckley.
8. Committee of the Whole/5 minutes ~ Report: October 1 Enrollment (ED006) – W. Zhuta.

9. Committee on Policy & Legislation/5 minutes ~ Request approval of new policy  
Preschool Special Education - #6172.2 – A. Sweeney.
10. Committee on Policy & Legislation/5 minutes ~ Request approval of new policy  
Transgender and Gender Non-Conforming Youth #5145.53 – Attorney Shaw,  
A. Sweeney.
11. Superintendent's Update/20 minutes ~ (no backup) – Dr. Ruffin.
12. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by  
school organizations and/or City departments – W. Zhuta.
13. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by  
outside organizations and/or waiver requests – W. Zhuta.
14. Superintendent's Notification to the Board/5 minutes:
  - a. Athletic appointments:  
Hill, Jalen – WHS Assistant Football, effective 08/16/21.
  - b. Grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Barriera Madera, Deisha	Crisis Intervention Team Youth Clinician/State Street	PT \$35/hr	NonBOE	ESSR Grant	10/18/21
Bridgemahon, Desrine	Computer Technician Children's Community School	PT \$13.00/hr	Non	Title I Part A 21-23	10/14/21
Carosello, Jennifer	Tutor Carrington	PT \$25/hr	Non BOE	Title I Part A 20-22	11/01/21
Castillo-Rios, Natalia	Tutor Hopeville	PT \$25.00/hr	Non	Title I Part A 21-23	10/14/21
Ellison, Efrin	Hall Monitor Enlightenment	PT \$91/day	Non BOE	Priority 21-22	11/04/21
Ezekiel, Ashley	Prevention Specialist/Wallace	FT \$18.14/hr	Non BOE	Priority 21-22	11/04/21
Filpo, Rampsey	Classroom Assistant Maloney	PT \$13.00/hr	UPSEU68	Operating Grant 21-22	10/14/21
Green, Johnny	Behavior Counselor Crosby	FT \$23/hr	Non BOE	Title I Part A 21-23	11/04/21
Hacket, Brian	Custodian/Security Aide/Adult Educ.	PT \$15.54/hr	Non BOE	Adult Ed 20-21	11/15/21
Lopez, Xylia	Crisis Intervention Team Youth Clinician/State Street	PT \$35/hr	Non BOE	ESSR Grant	10/18/21
Michelis, Maria (Belen)	Director of Communications	FT \$95,000/yr	APPT/Elect	Title I Part A 21-23	10/18/21
Monteiro, Sandra	Classroom Assistant Maloney	PT \$13.00/hr	UPSEU68	Operating Grant 21-22	10/14/21
Nagle, Sandra	Tutor/Kingsbury	PT \$33/hr	Non BOE	Title I Part A 20-22	11/04/21
Saddique, Muhammad	Security Guard Adult Education	PT \$20/hr	Non BOE	Adult Ed 20-21	11/04/21
Sheps, Ronald	Tutor Yeshiva K'Tana	PT \$25/hr	Non BOE	Title I Part A 20-22	11/04/21

- c. 21<sup>st</sup> Century and SDE After School Program appointments:

<b>Bunker Hill</b>	<b>21<sup>st</sup> Century Grant</b>	<b>Carrington</b>	<b>21<sup>st</sup> Century Grant</b>
Site Administrator	Gwiazdoski, Andrew	Site Administrator	Thompson, Melissa
Teacher	Davino, Melissa	Site Admin. (backup)	Renna, Karen
Teacher	Marquez, Chakira	Teacher	Calabro, Marissa
Teacher	Cruess, Steven	Teacher	Gagnon, Jos
<b>Duggan</b>	<b>21<sup>st</sup> Century Grant</b>	Teacher	Doolan, Heidi
Site Administrator	DiGiovanni, Melissa	Sub	Carosella, Stephen

Site Administrator	Ferrare, Patricia	Sub	Schultz, Olivia
Site Administrator	Salemme, Cassandra	<b>Gilmartin</b>	<b>21<sup>st</sup> Century Grant</b>
Site Administrator	Fidanza, Carla	Site Administrator	Brown, Heather
Teacher	Donahue, Rachel	Teacher	Meaney, Tricia
Teacher	Files, Cara	PE Teacher	Santos, Rosalina
Teacher	Finkenzeller, Frances	<b>Reed</b>	<b>21<sup>st</sup> Century Grant</b>
Sub	Ferrare, Patricia	Site Administrator	Grant, Nataine
Sub	Lucian, Dave	Site Administrator	Evans-Foster, Shernett
Sub	Peters, Courtney	Teacher	Geffken, Melissa
Sub	Brown, Charlene	Teacher	Torres, Lianne
Sub	Perrucci, Joseph	Teacher	Bleau, Lisa
Rec Specialist	St Pierre, Theodora	Sub	Santos, Rosalina
<b>Regan</b>	<b>21<sup>st</sup> Century Grant</b>	PE Teacher	Santos, Rosalina
Site Administrator	Razza, Angela	<b>Acad. Academy/WMS</b>	<b>21<sup>st</sup> Century Grant</b>
Site Admin. Backup	Sullivan, Mariannina	Site Administrator	McCarthy, Patricia
Teacher	Chiucarello, Lindsay	Teacher	Abuhamed, Hoda
Teacher	Masse Schmied, Christine	Teacher	Farley, Amanda
Teacher	Sullivan, Mariannina	Teacher	Hill, Elaine
Teacher	Scarborough, Tracy	Teacher	Minton, Anna
Sub	Welch, Alexander	Teacher	Poveda, Carlos
Sub	Anulewicz, Allison	Teacher	Zareck, Corrin
<b>WSMS</b>	<b>21<sup>st</sup> Century Grant</b>	<b>Hopeville</b>	<b>SDE Grant</b>
Site Administrator	Tolman, James	Site Administrator	Lanza, Erika
Site Admin. (Sub)	Belcher, Donajean	Site Administrator	Azar Billini, Maria Alicia
Teacher	Oliveira, Gustavo	Teacher	Azar Billini, Maria Alicia
Teacher	Rodriguez, Alberto	Teacher	Mancini, Mark
Teacher	Scurso, Laurie	Teacher	Mastrianni, Jason
Sub	Patnaude, Nicholas	Teacher	Paternostro, Gina
Rec Specialist	Torres, Andrea	<b>NEMS</b>	<b>SDE Grant</b>
<b>Kingsbury</b>	<b>SDE Grant</b>	Site Administrator	Rosa, Jennifer
Site Administrator	Bisaillon, Bret	Site Administrator	Terenzi, Adriana
Teacher	Adams, Arielle	Teacher	Albert, Kristen
Teacher	Muratori, Katie	Teacher	Feliz, Ashley
Teacher	Radzimirski, Abigail	Teacher	Guerrera, Rocco
Teacher	Larkin, Brian	Teacher	Munoz, Kelly
Sub	Lombardo, Kiley	Teacher	Poulin, Gina
<b>WMS</b>	<b>SDE Grant</b>	Teacher	Colgan, Mary
Site Administrator	Pesce, Marguerite	Sub	Frank, Elizabeth
Teacher	Bunko, Katherine	Sub	Poulter, Kara
Teacher	Davitt-Wells, Robin	PE Teacher	Colgan, Mary
Teacher	McCorry, Kelly	<b>Washington</b>	<b>SDE Grant</b>
Teacher	Mucciacciaro, Kathryn	Site Administrator	Ramirez, Inez
Teacher	Terenzi, Timothy	Site Admin. (backup)	Gomez, Bridgette
Sub	Geffken, Melissa	Teacher	Corbo, Cherie
<b>Wilson</b>	<b>SDE Grant</b>	Teacher	Homewood, Gregory
Site Administrator	Rosser, Jennifer	Teacher	Langan, Colleen
Teacher	Feest, Katie	Teacher	Lenzen, Jennifer
Teacher	Donahue, Jamie	Sub	Byron, Emily
Teacher	Katrenya, Wesley		
Sub	Jusino, Jillian		

d. Extended School Hours appointments:

School	Last name	First Name	Assignment
Bucks Hill	Jimenez	Maria	Administrator
	Dunn	Brittany	Administrator
	Rivera	Mirta	Teacher

	Robalino	Alexandra	Teacher
	Heckman	Stephanie	Teacher
	Rendon	Miguel	Teacher
	Lurbin	Zuchinga	Paraprofessional
	Arroyo	Maria	Paraprofessional
Bunker Hill	Leyhow	Linda	Administrator
	Virdee	Robin	Substitute Administrator
	Gwiazdoski	Andrew	Lead Teacher/Coordinator
	Mahan	Eileen	Teacher
	Barbieri	Amber	Teacher
	Laurent	Janine	Teacher
	Westville	Jennifer	SEL
	Rivera	Gio	Secretary
Carrington	Renna	Karen	Administrator
	Gwiazdoski	Kristen	Administrator
	Russo	Christopher	Teacher
	Scott	Evelyn	Teacher
	Canfield	Kelley	Paraprofessional
	Caraello	Jennifer	Tutor
Chase	Eldridge	Lori	Administrator
	Melendez	Doreen	Parent Liaison
	Nido	Savannah	Teacher-2 <sup>nd</sup> Grade
	Strumi	Manuel	Teacher-2 <sup>nd</sup> Grade
	Campagna	Amanda	Teacher-1 <sup>st</sup> Grade
	Belica	Flora	Teacher-1 <sup>st</sup> Grade
	Lopez	Marlene	Paraprofessional
	DelMoral	Denise	Paraprofessional
	Arroyo	Ivet	Paraprofessional
	Turner	Gina	Paraprofessional
	Velez	Kaitlyn	Sub Teacher
	McCue	Erin	Sub Teacher
	DiGiovancarlo	Krista	Clerical
	Hernandez	Ivan	Sub Admin
	Selenica	Sonja	Sub Admin
W. Cross	Cullen	Donna	Administrator
	Drewry	Ann	Administrator
	Steffero	Melissa	Teacher
	DeFazio	Alana	Teacher
	Rizzo	Lisa	Teacher
	Rocco	Margaret	Parent Liaison
	Capobianco	Marnee	Lead Teacher
	Danziger	Byron	P.E. Teacher
Duggan	Owen	Wendy	Administrator
	Johnson	Domonique	Secretary
	Gaudiosi-Anguri	Karen	Teacher
	McCasland	Maureen	Teacher
	Field	Susan	Teacher
	Mullen-Gillyard	Vickie	Educational Aide
	Ferrare	Patricia	Sub-Admin/Teacher
	Salemme	Cassandra	Sub-Admin
	Tzepos	Ioulia	Sub-Teacher
	Langner	Amanda	Sub-Teacher
	DeFeo	Dawn	Sub-Teacher
Generali	Rock	Stefanie	Administrator
	Ferratto	Ashley	Teacher
	Poulter	Dennis	Teacher
	Nadolny	Karen	Teacher
	Walling	Maggie	Paraprofessional
	Ramos	Stephanie	Substitute Para
	Rhinesmith	Wendy	Substitute Teacher
	Neibel	Amy	Substitute Teacher
Gilmartin	Moore	Christina	Administrator
	Dwyer	Catherine	Teacher



	Brown	Susan	Teacher
	Fenn	Myra	Teacher
	Garafola	Denise	Paraprofessional
	Rose	Mary	Secretary
International (01/01/22 start)	Tomasella	Diurca	Contact
Reed	Evans-Foster	Shernett	Administrator
	Mays	Kimberly	Substitute Admin.
	Lloga	Era	Teacher/2 days
	Velletta	Kimberly	Teacher/2 days
	Rogers	Kimberly	Teacher
	Shampang	Marie	Teacher
	Martinez	Latasha	Clerical/Enrichment
	Giron	Jenny	Paraprofessional
Regan	Sullivan	Marianne	Administrator/Sub. Teacher
	Anulewicz	Allison	Teacher
	Sgambati	Sheyenne	Teacher
	Wojtunik	Katilynn	Substitute Teacher
	Ortiz	Maegan	Paraprofessional
	Poulter	Patty	Clerical
Sprague	Carpentieri	Stephanie	Administrator
	Irrera	Raymond	Administrator
	Gregorich	Shelby	Teacher
	Grazhdani	Eneida	Teacher
	Demirali	Vjollca	Parent Liaison
	DeJesus	Jessica	Secretary
	Ferrao	Marlene	Paraprofessional
	Minnis	Natasha	Paraprofessional
Tinker	TBD		Administrator
	Desanto	Christine	Teacher
	Parks	Michelle	Teacher
	Paglia	Marissa	Teacher
	Weinstein	Irene	Teacher
	Marcal	Nicolette	Substitute Teacher
	Wehry	Nina	Secretary
Walsh	Fusco	Dia	Lead Teacher
	Foote	Andre	Teacher
	Bilbrough	Allyson	Teacher
	Lillian	Jenna	Teacher
	Calo	Angela	Substitute Teacher
	Ocasio	Jessica	Admin. Sub
	Wilson	Maureen	Admin. Sub.
	Justs	Patty	Substitute Teacher
Washington	Benzinger	Nicole	Lead Teacher
	Fitzgerald	Kris	Secretary
	Cocchiola	Kaitlyn	Paraprofessional
	Boccichio	Judith	Paraprofessional
	Santos	Melanie	Substitute Para
	Piccochio	Toni	Substitute Para
	Baechler	Stefanie	Substitute Teacher
	Lanouettee	Jay	Substitute Teacher
	Nguyen	Karina	Teacher
	Kouakou	Sherene	Substitute Teacher
	Zafar	Ghazala	Substitute Para

- e. Rotella After School Program (Academic) appointments – Tuesdays, Wednesdays, and Thursdays (no half days), Session 1 11/4/21 through 12/9/21, Session 2 1/11/22 through 3/24/22:

Administrator     Dana Wallace, Robin Henry (sub)  
 Teachers            Mimoza Demollari, Monica Santovasi, Mary Monroe  
                              Stefanie Porcaro, Melissa Vargas, Marly Parker  
 Secretary           Lisa Alexander  
 Assistants          Valerie Brookins, Lisa Meehan, Shonda Wiggins,  
                              Jennifer DeJesus, Darice Leach

f. Resignations:

Ciuffo, Stephanie – Rotella Grade 3, effective 11/03/21.

Leclerc Rodrigues, Tracy – WHS Special Education, effective 11/05/21.

Milak, Lauren – Regan/Washington Library Media, effective 11/05/21.

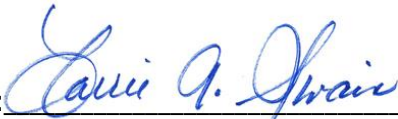
Osterhout, Alexa – Sprague Special Education, 11/17/21.

Perrelli, Andrea – Wilson Kindergarten, effective 11/01/21.

Spiegel, Felice – WSMS ESL, effective 10/21/21 (date change).

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

**ADJOURNMENT**

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education



***WATERBURY CAREER ACADEMY  
HIGH SCHOOL***

**175 Birch Street, Waterbury, Connecticut 06704**

**(203) 574-6000 FAX (203) 578-3929**

**Mr. Michael Harris – Principal**

**Mrs. Jennifer Franceskino, Assistant Principal**

November 2, 2021

Honorable Board of Aldermen  
c/o Michael Dalton- City Clerk  
235 Grand Street  
Waterbury, CT 06702

Re: Agreement between Abbott Terrace and the City of Waterbury for an Allied Health CNA  
Clinical Hours

Dear Honorable Board Members:

Attached for your review and approval is an agreement between City of Waterbury and Abbott Terrace for our CNA program. The term of the Agreement is for five years commencing on November 1, 2021 and terminating on June 30, 2026. There will be no cost to the City for this agreement.

The Agreement provides that the City will established a career pathway program in coordination with City and Abbott Terrace leading to a Connecticut career certificate in accordance with Connecticut General Statute § 10-20a -§10-20c for qualified students attending Waterbury Career Academy High School. The students will receive work based instruction and training in all aspects of the healthcare field including on-the-job training, supervision, student reviews and evaluations.

The Agreement did not require solicitation and was submitted to the Board of Education Meeting November 4, 2021.

Respectfully Submitted,

Michael Harris  
Waterbury Career Academy High School

**AGREEMENT BETWEEN  
CITY OF WATERBURY,  
DEPARTMENT OF EDUCATION  
AND  
ABBOTT TERRACE HEALTH CENTER, INC.  
FOR  
WATERBURY CAREER ACADEMY NURSES AIDE TRAINING PROGRAM**

**THIS AGREEMENT** (the "Agreement" or "Contract"), effective as of the date signed by the Mayor, is by and between the City of Waterbury, Department of Education ("City"), 235 Grand Street, Waterbury, Connecticut and Abbott Terrace Health Center, Inc. ("Abbott" or "Facility"), with its principle place of business located at 44 Abbott Terrace, Waterbury, Connecticut 06702. (Jointly referred to as the "Parties" to this Agreement).

**WHEREAS**, the City and Abbott wish to establish a clinical program for Students enrolled in the Nurse's Aide program at the Waterbury Career Academy High School; and

**WHEREAS**, the Parties agree that this agreement is intended to set forth the understanding between the Parties and the guidelines for each Party's obligations with regard to the clinical program.

**NOW THEREFORE**, the Parties agree and covenant as follows:

**1. Term.** This Agreement shall commence on the date of the execution of this Contract by the Mayor and will terminate three (3) years from the date of execution ("Contract Time") unless the Parties exercise the Option Periods below.

**1.1 Option Periods.** The Parties shall have the option to extend this Agreement for two (2) additional one (1) year terms (Option 1 and Option 2, respectively); said Options shall be exercised by mutual written agreement of the Parties prior to the termination date of this agreement (or the termination date of the preceding Option period if exercising Option 2). Any option period shall be pursuant to and upon the same terms and conditions as stated herein this Agreement, and as may be amended.

**2. Compensation.** There shall be no compensation due from one Party to the other.

**3. The City agrees to perform the following obligations:**

**3.1** Assume the major responsibility for planning and implementing the educational program, including programming, administration, curriculum content, and the requirements for promotion and graduation.

**3.2** Ensure that the assigned Waterbury Career Academy City faculty attend orientation at Abbott.

**3.3** Assign students to the clinical program at Abbott, as approved by the Abbott.

- 3.4** Assign, with input from Abbott, Nurse Instructors, who are employees of the City, to supervise students in the clinical program at Abbott.
- 3.5** Provide all books and instructional materials for the students use.
- 3.6** City's Nursing Instructors shall be responsible for the instruction and evaluation of the student's clinical experiences. Individual student assignments will be the responsibility of a Nursing Instructor in consultation and agreement by Abbott.
- 3.7** Meet with Abbott for the purposes of establishing good public relations, interpreting the philosophy and objectives of the program and discussion of issues of common interest.
- 3.8** Nursing Instructors will adhere to the rules and regulations of Abbott and shall follow all instructions of authorized Abbott personnel.
- 3.9** Instruct the students that they must abide by all rules and regulations of Abbott and that they must follow all instructions of authorized Abbott personnel.
- 3.10** Instruct students as to the confidential nature of all information which may come to them with regard to patients and records.
- 3.11** Instruct students not perform any service or activity unless authorized and under direction of the responsible Abbott personnel and /or the Nurse Instructor.
- 3.12** Withdraw any student from the clinical area if requested by Abbott for reasons of health, performance, or other violations after discussion with the City.
- 3.13** Require each student to have a complete physical examination, including tuberculin testing and proof of measles immunity prior to the beginning of clinical practice. Subsequently, a Tuberculosis ("TB") test will be required at the beginning of each year in which the student is to participate in clinical experiences at Abbott. In addition, the City will advise the student regarding Abbott policies with respect to Hepatitis B and other vaccination policies.
- 3.14** Comply with all the requirements of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended. The City is required to safeguard the use, publication, and disclosure of information of all patients who receive services under this contract in accordance with all applicable Federal and State laws regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Agreement.
- 3.15** Provide a Certificate of Insurance evidencing the following insurance for its obligations under the program. All Insurances shall be provided by insurers that are satisfactory to Abbott, authorized to do business in the State of Connecticut,

that have at least an “A-“ Best’s Rating, and are in an A.M. Best Company ratings or an equivalent Abbott approved rating system.

**3.15.1 General Liability Insurance:**

\$1,000,000 per Occurrence,  
\$2,000,000.00 Aggregate;  
\$2,000,000 Products Completed/Operations Aggregate

**3.15.2 Medical Malpractice Insurance:**

\$1,000,000 per Claim,  
\$3,000,000 Aggregate.  
Coverage shall include the participating Students of the Waterbury Career Academy and Faculty while instructing the students.

**3.15.3 Abuse/Molestation Liability Insurance:**

\$1,000,000 per Occurrence/Claim,  
\$1,000,000.00 Aggregate. Coverage

**3.15.4 WC State of CT Statutory Limits, including the following:**

Employer Liability: (EL)  
\$500,000 EL Each Accident  
\$500,000 EL Disease Each Employee  
\$500,000 EL Disease Policy Limit  
City agrees to waive their rights of recovery against Abbott and the WC policy shall include a waiver of Subrogation endorsement supporting this obligation.

**3.15.5** The City must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). The Abbott shall receive written notice of cancellation from the City at least 30 calendar days prior to the date of any cancellation, regardless of the reason for such cancellation and it should be mailed to the Athena Health Care Associates, Inc., 135 South Road, Farmington, CT 06032.

**3.15.6** Upon request the City shall deliver to Abbott a copy of the City’s insurance policies, endorsements, and riders.

**4. Abbott agrees to perform the following obligations:**

- 4.1** Provide a clinical environment compatible with sound educational experiences, subject to its primary responsibility to the patients’ care and within the limits of its present facilities and staff
- 4.2** Allow students under the supervision of the City Nursing Instructor and Abbott Unit Supervisor to use equipment and supplies necessary for patient care by a nurse-aide.

- 4.3** Make available, as it is possible, space and facilities for clinical instruction, including pre and post conference, library, procedure manuals, and other instructional materials as needed. It is not the function of Abbott to provide basic classroom facilities except as mutually agreed upon by Abbott and the City.
- 4.4** Allow students, as Abbott schedule permits, to use the cafeteria at the facility. Students are responsible for the expenses of any meals obtained at the cafeteria.
- 4.5 Abbot Insurance.** Abbott shall not commence any work under this Contract until all insurance required under this Section 9 has been obtained by the Abbott and such insurance has been approved by the City. Abbott shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings, or an equivalent City approved rating system.
- 4.5.1** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

The following policies with stated limits shall be maintained, in full force and effect, always during which the services are to be performed by Abbott:

**4.5.1.1 General Liability Insurance:**

\$1,000,000 each occurrence  
\$2,000,000.00 Aggregate;  
\$2,000,000 Products/Completed Operations Aggregate

**4.5.1.2 Auto Liability- \$1,000,000.00 combined single limit (CSL)**

**4.5.1.3 WC State of CT Statutory Limits, Including the following:**

Employer Liability: (EL)  
\$500,000 EL Each Accident  
\$500,000 EL Disease Each Employee  
\$500,000 EL Disease Policy Limit  
Abbott agrees to waive their rights of recovery against  
The City and the WC policy shall include a waiver of

Subrogation endorsement supporting this obligation.

**4.5.1.4 Excess/Umbrella Liability Insurance:**

\$1,000,000.00 Each Occurrence

\$1,000,000.00 Aggregate.

**4.5.1.5 Professional Liability Insurance:**

\$1,000,000.00 each claim.

\$1,000,000.00 aggregate limit

**4.5.1.6 Abuse/Molestation Liability Insurance:**

\$1,000,000 per Claim, \$1,000,000.00 Aggregate

**4.5.1.7** The Abbott must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). The City of Waterbury shall receive written notice of cancellation from Abbott at least 30 calendar days prior to the date of any cancellation, regardless of the reason for such cancellation and it should be mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.

**4.5.1.8** Upon request, Abbott shall deliver to the City a copy of Abbott's insurance policies, endorsements, and riders.

- 4.6** Provide an orientation for the students and Nursing Instructors to review relevant Abbott information, including policies, procedures, and rules with which students and Nursing Instructors must comply, and Fire evacuation procedures, etc.
- 5. Termination.** Notwithstanding the above, either Party may terminate this Agreement at any time and without cause by giving ninety (90) days written notice to the other Party. If this agreement is terminated during a City year, students will be allowed to complete
- 6. Criminal Background Check and DCF Registry Check.** The Facility shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Facility shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Facility shall not permit any person with a disqualifying criminal history to have direct contact with a student. Abbott represents and warrants that it and its employees who may be assigned to perform the services set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal actions pending.



7. **Confidentiality/FERPA.** Facility shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Abbott acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records or information of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) and shall comply with the requirements of said statute and regulations and shall hold said record and information in the strictest of confidence to prevent disclosure. Without the prior written consent of the student's parent or guardian, as required by FERPA, Facility has no authority to make disclosures of any information from education records. Facility shall instruct its employees of their obligations to comply with FERPA. All information furnished by the City or gathered by Facility shall be used solely for the purposes of providing services under this Agreement.
8. **The City and Abbott mutually agree:**
  - 8.1 That the number of students participating in the program at any one time shall be agreed upon by the Parties and no later than July 1, of each year. The Parties further agree that the recommended student/instructor ration shall be 8 to 1, but in no event shall it exceed a ratio of 10 to 1.
  - 8.2 That under no circumstances is any student to be considered an agent or employee of Abbott. This regulation does not preclude a student's working part-time as an Abbott employee outside the regular training program hours.
9. **Non appropriation.** Notwithstanding the above, Abbott agrees that payment or funding obligations of the City for this Agreement are intended to be funded by the City through general fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The Abbott acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement.
  - 9.1 The Abbott therefore agrees that the City shall have the right to terminate this Agreement at any time, in whole or in part without penalty in the event that the money required to enable the City perform this agreement is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.
10. **Indemnification.**
  - 10.1 Abbott shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments and costs arising out of or related to this Contract and caused by any willful or negligent act or omission of the by

Abbott, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

**10.2** The City shall indemnify, defend, and hold harmless Abbott its officials and employees from and against all claims, suits, damages, losses, judgments and costs arising out of or related to this Contract and caused by any willful or negligent act or omission of the of the City, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

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

**11.2** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

**11.3** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

**11.4** strikes and labor disputes; and

**11.5** certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

**12. City of Waterbury required provisions:**

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

**12.2** Prohibition against Gratuities and Kickbacks. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another

person a gratuity or an offer of employment in connection with any decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

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

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

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

**12.3** Prohibition against Contingency Fees. The Abbott hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**13. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut applying to contracts made and performed in Connecticut.

**14. Entire Agreement and Amendment.** This Agreement is the entire agreement between the Parties and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both Parties.

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

If to Abbott: Abbott Terrace Health Center, Inc.  
135 South Road

Farmington, Connecticut 06032

If to the City: Mr. Michael Harris, Principal  
Waterbury Career Academy High School  
175 Birch Street  
Waterbury, CT 06704

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

16. **Prohibition against Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party
17. **Accommodations for Persons with Disabilities.** In the event that a Student, Nursing Instructors, or other City personnel requires accommodation for a disability beyond those accommodations that are currently available at Abbott, the City shall be responsible for making any arrangements necessary to effectuate the additional accommodation.
18. **Nondiscrimination and Affirmative Action.** The Abbott agrees and warrants that in the performance of this Agreement, it 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, sexual orientation, gender identity or expression, or mental retardation, physical disability, blindness, or other handicap, in any manner prohibited by the laws of the United States or of the State of Connecticut.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

**ABBOTT TERRACE HEALTH CENTER, INC.**

\_\_\_\_\_  
Sign & Date

By: \_\_\_\_\_

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

\_\_\_\_\_  
Sign & Date

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

WITNESSES:

**CITY OF WATERBURY**

\_\_\_\_\_  
Sign & Date

By: \_\_\_\_\_

Neil M. O'Leary, Mayor

\_\_\_\_\_  
Sign & Date

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

Michael Konopka

School Inspector

(203) 574-8013

[mike.konopka@waterbury.k12.ct.us](mailto:mike.konopka@waterbury.k12.ct.us)

## Memorandum

**To:** Board of Aldermen

**From:** Michael Konopka, School Inspector

**Date:** November 2, 2021

**Re:** **Board of Aldermen Approval Request/Executive Summary** – Contract for State Street School Playground Installation between City of Waterbury and Creative Recreation, LLC

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The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$89,997 for State Street School Playground Installation between City of Waterbury and Creative Recreation, LLC

This contract was initiated under the Purchasing Ordinance of the City at §38.130 allows the City to participate in joint purchasing programs administered by the State of Connecticut of which State of Connecticut Contract Award No. 17PSX0081.

The funding source for this project is ARP ESSER (American Rescue Plan Elementary and Secondary School Emergency Relief).

The Project consists of and the Contractor shall provide and install playground equipment at State Street School.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of documents, including contract, proposals, has been placed on file with the City Clerk's Office.

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

Thank you.

attachment

cc: Board of Education

Attorney Connor McNamara, via email, w/o attachment

AGREEMENT TO PURCHASE AND SELL  
Under State Of Connecticut Contract Award  
No. 17PSX0081

For  
State Street School Playground Equipment  
between  
The City of Waterbury, Connecticut  
and  
Creative Recreation, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Creative Recreation, LLC, located at 135 Day Street, Newington, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

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

**WHEREAS**, the City desires to purchase and have installed at its State Street School located at 30A Church Street, Waterbury, Connecticut certain playground equipment as defined in Quotation #061021 dated June 10, 2021 furnished to City by Contractor, and

**WHEREAS**, Contractor is party to State of Connecticut Contract Award No. 17PSX0081 for playground, recreation and park equipment, and

**WHEREAS**, State of Connecticut Contract Award No. 17PSX0081 allows political subdivisions, including the City to make purchases pursuant to and in conformity with the terms of the identified State Contract, and

**WHEREAS**, the Contractor has submitted its Quotation #161021 in conformity with all provisions of State of Connecticut Contract Award No. 17PSX0081, and

**WHEREAS**, the City desires to purchase and have installed the equipment defined in Quotation #061021

Agreement to Purchase and Sell for State Street School Playground Equipment  
between the City of Waterbury and Creative Recreation, LLC

**WHEREAS**, the Purchasing Ordinance of the City at §38.130 allows the City to participate in joint purchasing programs administered by the State of Connecticut of which State of Connecticut Contract Award No. 17PSX0081 qualifies, and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions applicable under State of Connecticut Contract Award No. 17PSX0081 and as supplemented by the terms set forth in Quotation #061021 to the extent said terms are consistent and in conformity with the Terms of State Contract Award No. 17PSX0081 and as supplemented by Terms and Conditions in this Agreement (the "Project").

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

**1.** Scope of Services. The Contractor shall furnish all of the equipment, materials, plans, specifications, incidentals, and labor to install, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such installation shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards.

**1.1.** The Project consists of and the Contractor shall provide and install:

All equipment defined in Quotation #061021 which is incorporated as part of this Contract as if fully set forth herein.

As further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**1.1.1** State of Connecticut Contract Award 17PSX0081 (said document is not reproduced at Attachment A due to its length).

**1.1.2** Quotation No. 061021 (attached hereto)

**1.1.3** Required Contract Provisions ARPA Funded Projects

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

**1.2.1** State of Connecticut Contract Award 17PSX0081.

**1.2.2** This Contract document.

**1.2.3** Quotation No. 061021

**2. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the



Agreement to Purchase and Sell for State Street School Playground Equipment  
between the City of Waterbury and Creative Recreation, LLC

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

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

**2.2. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

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

**3. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract.

In the amount of \$89,997.00 as defined in Quotation No. 061021

Agreement to Purchase and Sell for State Street School Playground Equipment  
between the City of Waterbury and Creative Recreation, LLC

4. **State of Connecticut Contract Award No. 17PSX0081.** City and Contractor agree that City will have the benefit of all and be obligated under all provisions of Contract Award No. 17PSX0081 if said Contract was fully set forth herein.

4.1. **Indemnification.** The City shall have the rights, protections and obligations appearing at Section 15. Indemnification that the State has under said Section.

4.2. **Insurance.** The City shall have the rights, protections and obligations appearing at Section 37. Insurance that the State has under said Section. Contractor shall provide City with evidence of the required Insurance showing the City as an additional named insured.

(signature page follows)

Agreement to Purchase and Sell for State Street School Playground Equipment  
between the City of Waterbury and Creative Recreation, LLC

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

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

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

Print name:

WITNESSES:

CREATIVE RECREATION, LLC

Sign: Tracey Hollerbach

By: J. Holl

Print name: Tracey Hollerbach

Its: President

Sign: Ben Hollerbach

Date: 10/21/21

Print name: Ben Hollerbach

Agreement to Purchase and Sell for State Street School Playground Equipment  
between the City of Waterbury and Creative Recreation, LLC

ATTACHMENT A

1. State of Connecticut Contract Award No. 17PSX0081 (said document is not reproduced due to its length)
2. Quotation No. 061021
3. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



## QUOTATION #061021

To:

State Street School  
30 A Church Street  
Waterbury, CT  
Lisa Ariola

Date 6/10/21  
Project Playground  
Phone 203-695-4779  
Email lariola1@waterbury.k12.ct.us

We propose to furnish & install the following described materials:

Qty	Item #	DESCRIPTION	Price Total
1	714	Miracle Mega Tower Playground	61,125.00
1	Surface	IPEMA Certified Poured-In-Place 1450sf	23,200.00
1	Install	Factory Authorized Installation	16,059.00
1	Fence	4' High Chain Link Fence 70LF With 2 Gate	4,650.00
1	DAS	CT DAS State Discount	-18,537.00
1	Freight	Material Freight	3,500.00
1	<b>Total</b>	<b>Playground Total</b>	<b>\$89,997.00</b>

### **PAYMENT TERMS: PURCHASE OF EQUIPMENT ONLY\***

Government Agencies:

- Net 30 from original invoice with approved credit

All others:

- Payment will be made directly to Miracle Recreation Equipment Company. An irrevocable letter of credit or completed credit application is required for new customers. Established customers must be in good standing.
- Tax exempt certificate is required with order, if applicable; otherwise **taxes owed are the customer's responsibility**.
- Cash in advance receives a 3% discount (equipment only).
- If paying by credit card, Miracle Recreation Equipment Company accepts Visa or MasterCard payments (cash in advance discount does not apply).
- Payment is due upon receipt of goods.

### **PAYMENT TERMS: PURCHASE AND INSTALLATION OF EQUIPMENT\***

Government Agencies:

- Net 30 from original invoice with approved credit

All others: (three installments)

- All payments will be made to Creative Recreation LLC.
- Payment of 1/3 down on total invoice enters the order (irrevocable letter of credit required for new customer, established customer must be in good standing).
- Payment of 1/3 original invoice due at time of receipt of goods
- **Balance due upon completion of installation with company check**
- Tax exempt certificate required with order, if applicable; otherwise taxes are the customer's responsibility.
- Creative Recreation reserves the right to require 50% down on custom orders
- Cancellations are **ONLY** accepted with the approval of Creative Recreation. All cancellations will carry a minimum of 25% restocking charge.

**\*UNLESS OTHERWISE NOTED**, quote **does not** include installation, supervision, prevailing wages, freight, freight surcharges, permits, state or local approvals, performance bond, engineering seals, testing, site preparation, removal of excess dirt, dumpster fee, borders, safety surfacing, *unloading, storage*, security, fencing, plumbing and landscaping. Payment due Creative Recreation for any additional items is customer's responsibility and must be included with final payment.

**IF QUOTING INSTALLATION, PRICE ASSUMES:**

- Normal soil conditions (must meet or exceed 2000PSF). Abnormal conditions include, but are not limited to stump dumps, ledge and underground springs.
- Easy ACCESS to site with trucks (Any re-seeding or repair required if trucks cross landscaping, sidewalks or grass areas are the responsibility of the customer unless otherwise noted.) Access to power and water.
- NO allowance for moving or repairing any underground utility lines such as electrical, telephone, gas, water or sprinkler lines that may be encountered during installation operations
- NO rock excavation. Any additional cost incurred as a result of hard rock conditions requiring extra equipment, or for utility removal or repair resulting in delay is the responsibility of the customer, unless these conditions are detailed on as built site drawings and initialed by all parties or are marked on the ground prior to quotation, fabrication and installation.

**OWNER SITE PREPARATION AND MAINTENANCE ISSUES**

Owner must provide safety fencing to be used by installer around the site. Desired small grade includes sod removal and flat/level surface with drainage. DO NOT INSTALL DRAIN ROCK OR SPREAD SAFETY SURFACE PRIOR TO INSTALLATION. Owner MUST call underground utilities prior to excavation and obtain all approvals/permits. Owner is responsible for keeping children off the playground for 72 hours to allow cement to set. It is the responsibility of the owner to maintain safety surfacing. It is suggested that the owner schedule regular safety and maintenance inspections of the equipment. Please note that this document is not intended to cover all owner responsibilities.

**DELIVERY INFORMATION**

Whenever possible, the customer will be given a 24 hour notice of delivery on a Miracle truck. Allow four to six weeks for delivery (or less) after receipt of order and deposit. Assistance is needed to unload (3 to 4 capable adults to assist the driver). Delivery point should be in close proximity to the construction site in a secured area. Equipment should be inventoried carefully after unloading. Any discrepancies should be noted on both copies of the freight bill and immediately brought to the attention of Creative Recreation. Visible damage to any piece of equipment should also be detailed on the freight bill. When inspecting, care should be given to minimize tearing of packaging. Packaging for any damaged product should NOT be discarded. If possible, damaged product should be returned in its original packaging. If concealed damage is found, contact Creative Recreation within one week of delivery to ensure that reporting procedures can be followed in a timely manner.

**Quote good for 30 days, subject to review thereafter**

This quotation, after acceptance by the buyer and when thereafter approved in writing by an authorized official of the seller, will become a contract. Until so approved, it is not a contract and is not binding on the seller in any way. If buyer does not give acceptance within 30 days, this quotation is subject to possible price revision. Signature will not substitute for a Purchase Order if a Purchase Order is required by customer.

Accepted By:

Printed Name of Buyer

Authorized Signature

Date:

**Creative Recreation LLC**

John W. Hollerbach

*John W. Hollerbach*

Approved by: John W. Hollerbach  
Authorized Signature

Title: President Date: 6/10/2021

Unless otherwise provided as a special term, all shipments are F.O.B. seller's plant, Monett, MO.  
Allow at least four weeks for delivery upon receipt of order and any applicable deposit.



P.O. Box 330235 · West Hartford, Connecticut 06133  
Tel 860.953.5336 · Fax 860.953.5337 · [www.creativerec.com](http://www.creativerec.com)



**CITY OF WATERBURY  
DEPARTMENT OF FINANCE – RISK MANAGEMENT  
CERTIFICATE OF INSURANCE REVIEW FORM**

**Contract Recipient or Vendor Name:** Creative recreation

**Requesting Department:** BOE / School Inspectors Office

**Department Contact:** Fjorela Cucllari

**Description of Work To Be Performed:** Playscape Installation

**Estimated Contract Duration and End Date:** 1 installation

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**Date Reviewed:** 10/22/2021

**Insurance Certificate Term:** 6/4/2021 – 6/4/2022

**Payment / Performance Bond:**

**Verification of Existence of Fidelity and Surety in CT**

[https://portal.ct.gov/-/media/CID/1\\_Lists/licencom.pdf](https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf)

**Certificate Meets Insurance Specifications:** Yes

**Insurance Carrier A.M. Best Rating:** A-/7 or better

**Comments:**

**Approved:** Yes

  
\_\_\_\_\_  
**Risk Manager or Authorized Designee**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/21/2021

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

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

<b>PRODUCER</b> Wentworth-DeAngelis, Inc. 20 Batterson Park Rd, Ste 120  Farmington CT 06032		<b>CONTACT NAME:</b> Amie Buonome <b>PHONE (A/C, No, Ext):</b> (860) 676-3073 <b>E-MAIL ADDRESS:</b> amie@wdkinsurance.com <b>FAX (A/C, No):</b> (860) 676-2217	
<b>INSURED</b>  Creative Recreation, LLC 135 Day Street  Newington CT 06111		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Everest National Insurance Compan INSURER B: Arbella Insurance Group INSURER C: Kinsale Insurance Company INSURER D: ACE American Insurance Company INSURER E: The Ohio Casualty Ins Co INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:** 21/22 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CF4GL01074-211	03/21/2021	03/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1020074408-04	06/04/2021	06/04/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	0100064035-3	03/21/2021	03/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	Y	2E29876	05/17/2021	05/17/2022	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Installation Floater			1BMO 21 60915328	01/29/2021	01/29/2022	Jobsite Limit \$ 100,000 Max Jobsite Limit \$ 100,000 Deductible 500

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

Project: State Street School

The city of waterbury and it's BOE are included as an AI on a primary and non-contributory basis on all policies except WC and PL. Waiver of Subrogation applies.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CERTIFICATE HOLDER</b>  Rochdi Maghfour SBO Accounting Manager Waterbury Public Schools 236 Grand Street  Waterbury CT 06702	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## RISK MANAGEMENT

## Insurance Requirements

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

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

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

**General Liability:**      \$1,000,000 each Occurrence  
                                      \$2,000,000 General Aggregate  
                                      \$2,000,000 Products/ Completed Operations Aggregate

**Auto Liability:** \$1,000,000 Combined Single Limit each Accident  
Any Auto, All Owned and Hired Autos

**Workers Compensation:**      WC Statutory Limits  
  Employer Liability (EL)  
\$1,000,000 EL each Accident  
\$1,000,000 EL Disease each Employee  
\$1,000,000 EL Disease Policy Limits

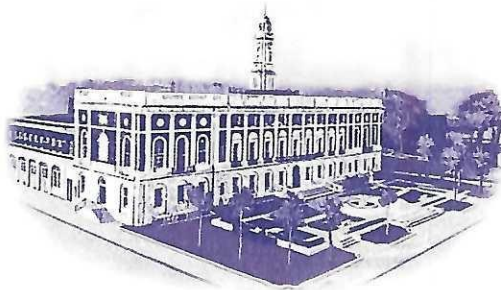
**Excess/ Umbrella Liability:** \$1,000,000 each Occurrence  
\$1,000,000 Aggregate

**Builder's Risk/Installation Floater Insurance: \$1,000,000 each Occurrence OR Limits equaling The Value of the Project**


**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builders Risk.

**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



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

To: Doreen Biolo, Chief Financial Officer  
From: Kevin McCaffery, Director of Purchasing   
Subject: Contract with Creative Recreation, LLC for Playground Improvements  
Date: June 30, 2021

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Creative Recreation, LLC currently has a State of Connecticut Contract 17PSX0081 for Playground, Recreation and Park Equipment. The Purchasing Ordinance per § 38.130 COOPERATIVE PURCHASING AUTHORIZED allows the City of Waterbury to participate in any joint purchase program administrated by the State of Connecticut. All purchasing requirements have been met so therefore we can enter into a contract with Creative Recreation, LLC.



Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: R0069210092

Project: R0069\_44369606168\_01

**Prepared For:**

Lisa Ariola  
State st school  
30A Church st  
Waterbury, CT 06702

**Project Name & Location:**

**Prepared by:**

Pettinelli Recreation Inc.

423 Kenwood Avenue  
Delmar, NY 12054  
(518) 461-5917 (phone)  
Robert@PettinelliRecreation.com

Quote Number: R0069210092  
Quote Date: 6/22/2021  
Valid For: 30 Days From Quote Date

**714S627**

Product line: KidsChoice  
Age group: 5-12

**Components**

Part Number	Description	Qty	Weight	Unit Price	Total
4502	CONCERTO VIBES	1	135.00	4,485.00	4,485.00
4531	MM SPINATORIUM	1	85.00	1,059.00	1,059.00
4533	MM DYNAMICS LAB	1	395.00	5,299.00	5,299.00
453704	MM TRANQUILITY CORNER FRAME	1	185.00	1,186.00	1,186.00
70471312B	SENSORY PANEL TEXTURED TRIANGLE HEXAGON	1	60.00	1,843.00	1,843.00
70471315B	TCX STAR/CIRCLE PERF PANEL BD	1	65.00	1,352.00	1,352.00
714518410	XG HEXAGON MEGA TWR 2-LEVEL (4' & 10' DECK)	1	1,500.00	13,143.00	13,143.00
71460510	TREE-O CLIMBER (10' DECK)	1	200.00	2,166.00	2,166.00
71464514	ROLLER SLIDE (4' DECK)	1	350.00	8,575.00	8,575.00
71471520	INTERACTIVE PANEL FRAME	1	35.00	410.00	410.00
714715204	A-MAZE-ING INSERT	1	20.00	749.00	749.00
71472110	CANYON CLIMBER (10' DECK)	1	160.00	1,854.00	1,854.00
714742W	30" ID FUNNEL TUNNEL SLIDE LH W/WDW (10' DK)	1	900.00	6,777.00	6,777.00
7147784	INCLINED SPIDER CLIMBER (3' & 4' DECK)	1	85.00	903.00	903.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	2	35.00	507.00	1,014.00
714816	WALL ENCLOSURE	2	45.00	582.00	1,164.00
714817	CST TREEHOUSE WALL W/SEAT	1	70.00	858.00	858.00
71485149	SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)	1	285.00	3,473.00	3,473.00
7148626	ROOF FOR HEXAGON DECK, PERF STEEL	1	540.00	3,826.00	3,826.00
7148626C	CUPOLA TOP W/PERF STEEL FOR 7148626 HEX ROOF	1	70.00	989.00	989.00

## RiskSign\_Included

Product line: Freestanding

Age group:

## Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

## Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

## Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
F1	Chain link fence	1	0.00	6,500.00	6,500.00
PIPR1	Poured in Place Rubber	1450	0.00	16.00	23,200.00

## Totals:

Equipment Weight:	5,300.00 lbs
Equipment List:	\$61,125.00
Discount Amount:	-\$12,500.00
Equipment Price:	\$48,625.00
Freight:	\$2,456.55
Installation:	\$17,500.00
Products by Other:	\$29,700.00
SubTotal:	\$98,281.55
Estimated Sales Tax*:	\$0.00
<b>Grand Total:</b>	<b>\$98,281.55</b>

## Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales

6/22/2021

QUOTE: R0069210092



Administration" via fax (417) 235-3551 or email: [orders@miraclerec.com](mailto:orders@miraclerec.com). Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

<b>Quote Number:</b>	R0069210092	<b>Quote Date:</b>	6/22/2021	<b>Equipment:</b>	\$61,125.00	<b>Grand Total:</b>	\$98,281.55
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CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Date \_\_\_\_\_

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

Date:

### ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. **Default, Remedies & Delinquency Charges.** Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. **Limitation of Warranty/ Indemnity.** MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. **Restrictions.** Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. **Purchase Money Security Interest.** Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in

6/22/2021

QUOTE: R0069210092

Page 3 of 4

writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815





## QUOTATION #061021

To:

State Street School  
30 A Church Street  
Waterbury, CT  
Lisa Ariola

Date  
Project  
Phone  
Email

6/10/21  
Playground  
203-695-4779  
lariola1@waterbury.k12.ct.us

We propose to furnish & Install the following described materials:

Qty	Item #	DESCRIPTION	Price Total
1	714	Miracle Mega Tower Playground	61,125.00
1	Surface	IPEMA Certified Poured-In-Place 1450sf	23,200.00
1	Install	Factory Authorized Installation	16,059.00
1	Fence	4' High Chain Link Fence 70LF With 2 Gate	4,650.00
1	DAS	CT DAS State Discount	-18,537.00
1	Freight	Material Freight	3,500.00
1	<b>Total</b>	<b>Playground Total</b>	<b>\$89,997.00</b>

### **PAYMENT TERMS: PURCHASE OF EQUIPMENT ONLY\***

Government Agencies:

- Net 30 from original invoice with approved credit

All others:

- Payment will be made directly to Miracle Recreation Equipment Company. An irrevocable letter of credit or completed credit application is required for new customers. Established customers must be in good standing.
- Tax exempt certificate is required with order, if applicable; otherwise **taxes owed are the customer's responsibility**.
- Cash in advance receives a 3% discount (equipment only).
- If paying by credit card, Miracle Recreation Equipment Company accepts Visa or MasterCard payments (cash in advance discount does not apply).
- Payment is due upon receipt of goods.

### **PAYMENT TERMS: PURCHASE AND INSTALLATION OF EQUIPMENT\***

Government Agencies:

- Net 30 from original invoice with approved credit

All others: (three installments)

- All payments will be made to Creative Recreation LLC.
- Payment of 1/3 down on total invoice enters the order (irrevocable letter of credit required for new customer, established customer must be in good standing).
- Payment of 1/3 original invoice due at time of receipt of goods
- **Balance due upon completion of installation with company check**
- Tax exempt certificate required with order, if applicable; otherwise taxes are the customer's responsibility.
- Creative Recreation reserves the right to require 50% down on custom orders
- Cancellations are **ONLY** accepted with the approval of Creative Recreation. All cancellations will carry a minimum of 25% restocking charge.

**\*UNLESS OTHERWISE NOTED, quote does not include installation, supervision, prevailing wages, freight, freight surcharges, permits, state or local approvals, performance bond, engineering seals, testing, site preparation, removal of excess dirt, dumpster fee, borders, safety surfacing, unloading, storage, security, fencing, plumbing and landscaping. Payment due Creative Recreation for any additional items is customer's responsibility and must be included with final payment.**



Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: R0071213439

Project: R0073\_44357521499\_01

**Prepared For:**

Lisa Ariola  
State Street School  
30 A Church ST  
Waterbury, CT 06702  
203-695-4779 (phone)  
lariola1@waterbury.k12.ct.us

**Project Name & Location:**

**Prepared by:**

PETTINELLI AND ASSOCIATES

PO BOX 5814  
BURLINGTON, VT 05401  
(800) 775-8154 (phone)  
(802) 862-3112 (fax)  
PLAYGRDBOB@AOL.COM

**Ship To Address:**

Lisa Ariola  
State Street School  
30 A Church ST  
Waterbury, CT 06702  
203-695-4779 (phone)  
lariola1@waterbury.k12.ct.us

**End User:**

Quote Number: R0071213439  
Quote Date: 6/16/2021  
Valid For: 30 Days From Quote Date

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**714S627**

Product line: KidsChoice  
Age group: 5-12

**Components**

Part Number	Description	Qty	Weight
4502	CONCERTO VIBES	1	135.00
4531	MM SPINATORIUM	1	85.00
4533	MM DYNAMICS LAB	1	395.00
453704	MM TRANQUILITY CORNER FRAME	1	185.00
70471312B	SENSORY PANEL TEXTURED TRIANGLE HEXAGON	1	60.00
70471315B	TCX STAR/CIRCLE PERF PANEL BD	1	65.00
714518410	XG HEXAGON MEGA TWR 2-LEVEL (4' & 10' DECK)	1	1,500.00
71460510	TREE-O CLIMBER (10' DECK)	1	200.00
71464514	ROLLER SLIDE (4' DECK)	1	350.00
71471520	INTERACTIVE PANEL FRAME	1	35.00
714715204	A-MAZE-ING INSERT	1	20.00
71472110	CANYON CLIMBER (10' DECK)	1	160.00
714742W	30" ID FUNNEL TUNNEL SLIDE LH W/WDW (10' DK)	1	900.00
7147784	INCLINED SPIDER CLIMBER (3' & 4' DECK)	1	85.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	2	35.00
714816	WALL ENCLOSURE	2	45.00

6/16/2021

QUOTE: R0071213439



714817	CST TREEHOUSE WALL W/SEAT	1	70.00
71485149	SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)	1	285.00
7148626	ROOF FOR HEXAGON DECK, PERF STEEL	1	540.00
7148626C	CUPOLA TOP W/PERF STEEL FOR 7148626 HEX ROOF	1	70.00

## RiskSign\_Included

Product line: Freestanding

Age group:

## Components

Part Number	Description	Qty	Weight
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00

## Additional Items

Part Number	Description	Qty	Weight
925961	THUMB DRIVE 2GB - MREC	1	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00

## Parts By Other

Part Number	Description	Qty	Weight
FENCE	4"™ High Chain Link Fence 70LF With 2 Gate	1	0.00
RUBBER	POURED IN PLACE RUBBER	1450	0.00

## Totals:

Equipment Weight:	5,300.00 lbs	
Equipment List:	\$61,125.00	
Discount Amount:	-\$17,500.00	
Equipment Price:	\$43,625.00	
Freight:	\$3,500.00	Code: Needed
Installation:	\$18,500.00	
Products by Other:	\$31,810.00	
SubTotal:	\$97,435.00	
Estimated Sales Tax*:	\$0.00	
<b>Grand Total:</b>	<b>\$97,435.00</b>	

## Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0071213439      Quote Date: 6/16/2021      Equipment: \$61,125.00      Grand Total: \$97,435.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		Date:

### ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be

6/16/2021

QUOTE: R0071213439

Page 3 of 4



governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

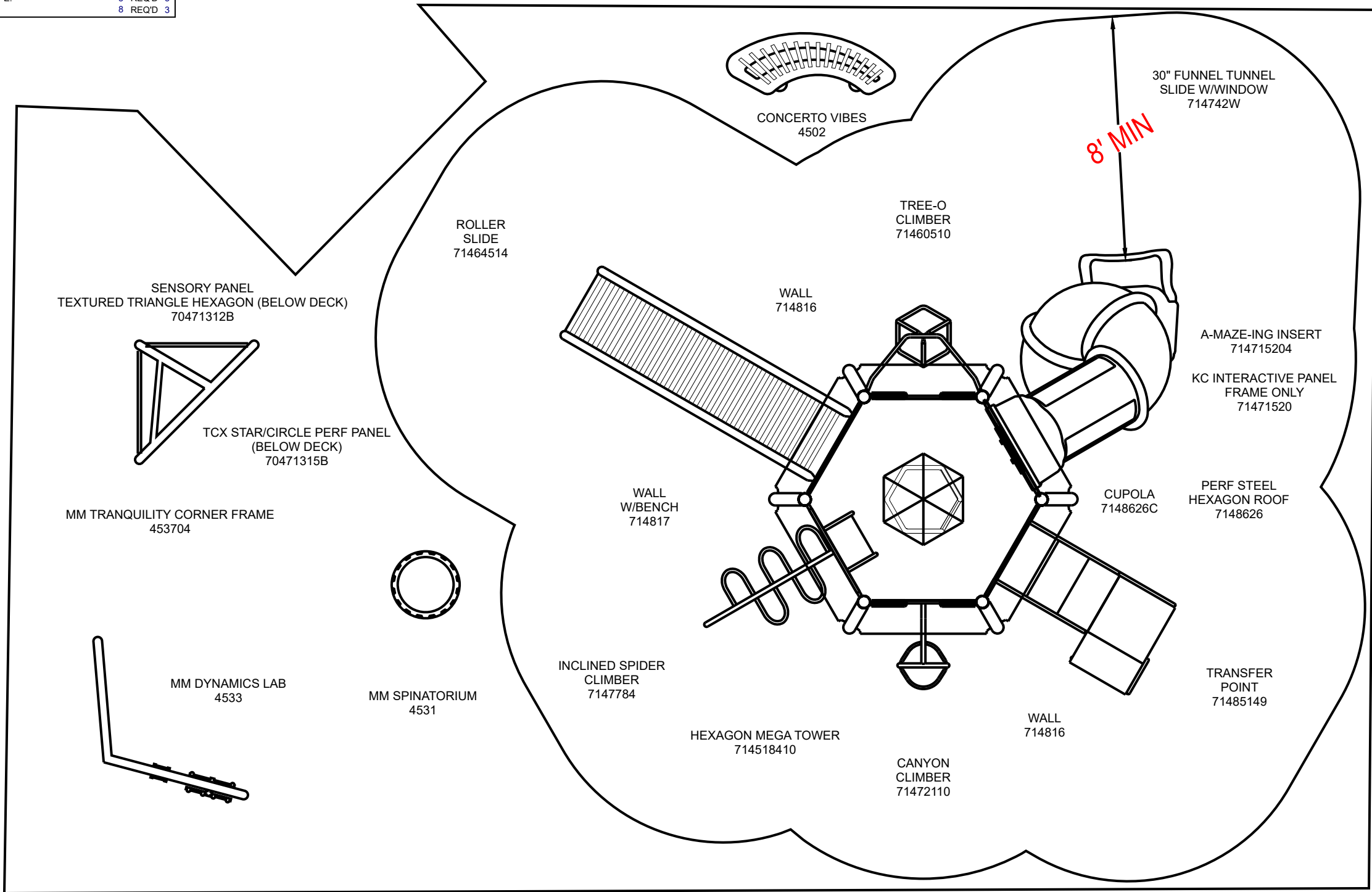
Rev E 021815



6/16/2021

QUOTE: R0071213439

FOR KIDS AGES  
**5-12**  
YEARS

AGE GROUP:	5-12
ELEVATED PLAY ACTIVITIES - TOTAL:	8
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	6 REQ'D 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE:	3 REQ'D 3
GROUND LEVEL QUANTITY:	8 REQ'D 3



<b>CREATIVE RECREATION</b> 135 Day Street Newington,CT		<b>CHURCH STREET 061021</b>		To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.	THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
PHONE NO: (860) 953-5336 FAX NO: (860) 953-5337			COMPLIES TO ASTM/CPSC		
GROUND SPACE: 40'-0" x 29'-0"					AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS
PROTECTIVE AREA: 46'-6" x 30'-0"					
DRAWN BY: John Ciccarello	DATE: 5/27/2021		COMPLIES TO ADA		



# Waterbury Public Schools

## Office of Competitive Grants

*Louise Allen Brown, J.D., M.P.A., Grant Writer*

November 1, 2021

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

RE: ARP ESSER HCY II Grant (USDOE/CSDE) – Homeless Children & Youth

Dear President Pagano and Board of Education Commissioners:

The Connecticut State Department of Education (CSDE) has announced a new grant opportunity from federal funds for which Waterbury Public Schools is eligible. The WPS allocation for the ARP ESSER HCY II grant, which is intended to be used to identify and support homeless students, is \$473,038. No matching funds are required.

Due to the fact that this new grant opportunity was just recently released, the full project is still under development. As part of the application preparation process thus far, I have conferred with district leaders, and with the District Liaison to Students in Transition (S. Paris) who has identified essential items required to meet the needs of Waterbury's homeless students. Details are included in my attached Grant Highlights document.

The grant application is due to the Connecticut State Department of Education on December 10, 2021. The application must be submitted via eGMS to CSDE. I respectfully request your approval to submit the ARP ESSER HCY II grant application. Thank you for your consideration.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin  
Doreen Biolo  
Darren Schwartz  
Linda Riddick-Barron  
Shynea Paris

**ARP ESSER Homeless Children & Youth II Grant**  
**CT State Department of Education**  
**November 1, 2021**  
**Louise Allen Brown**

**Grant Highlights**

**Program Purpose:**

According to the ARP ESSER HCY II grant guidance, these are the priorities for this funding: “ARP Homeless Children and Youth (HCY) funding should be used to 1) identify homeless children and youth, 2) provide wraparound services needed in light of the recent pandemic, and 3) provide assistance needed for homeless children and youth to attend and participate fully in school activities, including:

- Re-engagement and success strategies for return to school in Fall 2021;
- In-person instruction; and
- Out of school-time acceleration, enrichment, and extra-curricular opportunities.”

[ARP ESSER HCY II Grant Guidance 2021-23]

**Eligible Applicants:**

The Waterbury School District is an eligible applicant. According to the grant guidance, “The US Department of Education has established a formula for awarding ARP Homeless II funds to eligible LEAs based upon each LEA's proportional share of:

- allocations under Title I, Part A of the Elementary and Secondary Education Act of 1965 (ESEA) for the most recent fiscal year: and
- the number of homeless children and youth identified in an LEA relative to all LEAs in the State, using the greater of the number of homeless children and youth in either the 2018-19 or 2019-20 school year.”

[ARP ESSER HCY II Grant Guidance 2021-23]

**Grant Amount:**

Waterbury allocation: \$473,038.

**Application Deadline:** December 1, 2021 (Intent to Participate – Nov. 10, 2021)

**Grant Period:** July 1, 2021 – June 30, 2023

**Matching Funds:** No matching funds are required.

**Funds may be used:**

“ARP HCY funds are authorized for use under any of the sixteen uses currently permitted by the McKinney-Vento Act (see 42 U.S.C. 11433(d)), and may also be used for “any expenses necessary to facilitate the identification, enrollment, retention, and educational success of homeless children and youth, such as:

- providing wraparound services (which could be provided in collaboration with and/or through contracts with community-based organizations, and could include academic supports, trauma-informed care, social-emotional support, and mental health services);
- purchasing needed supplies (e.g., PPE, eyeglasses, school supplies, personal care items);
- providing transportation to enable children and youth to attend classes and participate fully in school activities;

- purchasing cell phones or other technological devices for unaccompanied youth to enable the youth to attend and fully participate in school activities;
  - providing access to reliable, high-speed internet for students through the purchase of internet-connected devices/equipment, mobile hotspots, wireless service plans, or installation of Community Wi-Fi Hotspots (e.g., at homeless shelters), especially in underserved communities;
  - paying for short-term, temporary housing (e.g., a few days in a motel) when such emergency housing is the only reasonable option for COVID-safe temporary housing and when necessary to enable the homeless child or youth to attend school and participate fully in school activities (including summer school); and
  - providing store cards/prepaid debit cards to purchase materials necessary for students to participate in school activities. (1) "
- [ARP ESSER HCY II Grant Guidance 2021-23]

**Waterbury Public Schools (WPS) Program Description:**

The Waterbury proposal for the use of the ARP ESSER HCY II grant funds to identify and support homeless students is still being developed, but will include, and is not limited to, funds for the following:

- Bus passes for youth;
- Bus passes for adults;
- Gas cards;
- Hot spots;
- Eye glasses;
- Store cards/Debit cards for McKinney-Vento student materials;
- Cell phones for unaccompanied youth;
- Afterschool programs – such as YMCA and Boys & Girls Club;
- Before School programs – such as YMCA;
- Hotel room(s) – prior to a shelter;
- PPE, school supplies, personal care items; and
- Additional items to be identified as the grant project is further developed.

The budget for the proposal will match the district allocation of \$473,038.

**SUMMARY**  
**CONSOLIDATED TWO YEAR FEDERAL GRANTS**  
**2021-2023**

<b><u>2020-2022</u></b>	<b><u>2021-2023</u></b>
<b><u>\$11,975,852</u></b>	<b><u>\$13,910,131</u></b>

**Title I Part A – Improving Basic Programs**

Every school is a Title I school and the public schools are ranked according to poverty criteria and divided into poor pupil allocations. The funds for Title I include salaries, benefits, supplemental materials, support to extended learning programs and classroom supplies and programs for the Office of Early Childhood (OEC). The set-side funds required under ESSA are for McKinney Vento students and family engagement. Funds are also set aside for the Focus/Turnaround schools, capital expenses at the private schools and for professional learning. The Professional Development funds provide stipends for curriculum writing, training of school staff in school wide programs that align with the School Improvement Plans and the continuation to financially support school staff in becoming more knowledgeable in their content area. Title I also funds tutors, hall monitors, truancy/prevention specialists, network specialists, coaches and facilitators. Funds allocated to schools include supplemental support for students in Mathematics and English Language Arts, supplemental materials, strengthen community partnerships and increase family engagement. The private school entitlement includes Title I tutors, social worker, behavior interventionist, a Third Party Provider, educational materials, professional development and vendors and materials for family engagement activities.

<b><u>\$1,088,557</u></b>	<b><u>\$1,246,147</u></b>
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**Title IIA – Teacher and Principal Training and Recruiting**

Professional Development funds will be used to support salaries, district initiatives and support the Talent and Professional Development Department and partially fund New Teacher Orientation, SEED training and allow staff training per school allocations. The grant funds the salaries of the Grant Human Resource Generalist staff and five newly hired teachers. Funds are also transferred to Title III for ARCTELL training, supplemental materials and the part-time Bi-Literacy Coach at the International School. The private school entitlement is also included for Professional Development only and the professional learning is both in-person and virtual.

<b><u>\$817,108</u></b>	<b><u>\$860,704</u></b>
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**Title IV Part A – Student Support and Academic Enrichment**

The funds will provide the district the opportunity to address three priority areas for all students to have access to a well-rounded education; improve school conditions for student learning and improve the use of technology in order to improve the academic achievement and digital literacy of all students. The funds are offered to public, schools, private schools, parent organization and community organizations. The focus this year includes funding Network Specialist and student mental health.

<b><u>\$13,881,517</u></b>	<b><u>\$16,016,982</u></b>
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**GRAND TOTAL FOR ALL GRANTS**





Nov. 2, 2021

Honorable Commissioners  
Waterbury Board of Education  
236 Grand St.  
Waterbury, CT 06702

Re: Request for Permission to apply for the Individual with Disabilities Education Act  
IDEA ARP Grant for the 2021-2023 grant period.

To the Honorable Commissioners  
of the Waterbury Board of Education:

The Connecticut State Department of Education is accepting applications for the Individuals with Disabilities Education Act (IDEA) grant through the American Recovery Plan (ARP). The grant deadline is November 15, 2021. The grant period covers 2021-2023 and is broken down into two sections, one for all students (Section 611) and one for preschool students (Section 619), all with disabilities. The IDEA ARP grant represents additional federal funding for students with disabilities. Each district is entitled to a share of IDEA ARP funds as determined by the State Board of Education but an application is required to be filed. The application is filed electronically.

The award amount allocated to Waterbury is \$1,278,745 for Section 611 (ages 3-21) and \$121,375 for Section 619 (ages 3-5) for a total amount of \$1,400,120. The focus of the grant is to provide additional funds to local educational agencies (LEAs) to supplement the costs of providing educational services and materials to students with disabilities. A description of how the grant is anticipated to be used by the District is attached for your review. I respectfully request your permission to apply for this grant.

Sincerely,

Miguel Pabon

Enc. IDEA Grant Summary

# ***Waterbury Board of Education***

**FY 2021-2022**

**July – September**

**Expenditure Report**



ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Salaries</b>								
511101	Administrators	\$9,148,549	\$9,148,549	\$1,603,425	\$0	\$7,545,124	\$9,148,549	\$0
511102	Teachers	\$60,583,833	\$60,583,833	\$4,869,845	\$351	\$55,713,637	\$60,583,833	\$0
511104	Superintendent	\$241,463	\$241,463	\$46,435	\$0	\$195,028	\$241,463	\$0
511106	Early Incentive Certified	\$825,000	\$825,000	\$1,002,598	\$0	(\$177,598)	\$1,002,598	(\$177,598)
511107	Certified Coaches	\$770,000	\$770,000	\$1,437	\$0	\$768,563	\$770,000	\$0
511108	School Psychologists	\$1,780,814	\$1,780,814	\$98,415	\$0	\$1,682,399	\$1,780,814	\$0
511109	School Social Workers	\$1,982,826	\$1,982,826	\$144,860	\$0	\$1,837,966	\$1,982,826	\$0
511110	Speech Pathologists	\$2,320,964	\$2,320,964	\$162,895	\$0	\$2,158,069	\$2,320,964	\$0
511111	Ass. Superintendent	\$153,000	\$153,000	\$28,846	\$0	\$124,154	\$153,000	\$0
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$0	\$0	\$105,000	\$105,000	\$0
511201	Non-Certified Salaries	\$2,582,448	\$2,582,448	\$203,196	\$0	\$2,379,252	\$2,582,448	\$0
511202	Clerical Wages	\$1,127,953	\$1,127,953	\$224,157	\$0	\$903,796	\$1,127,953	\$0
511204	Crossing Guards	\$350,579	\$350,579	\$35,975	\$0	\$314,604	\$350,579	\$0
511206	Educational	\$508,703	\$508,703	\$23,617	\$0	\$485,086	\$508,703	\$0
511212	Substitute Teachers	\$150,000	\$150,000	\$166,725	\$32,603	(\$49,328)	\$150,000	\$0
511215	Cafeteria Aides	\$80,000	\$80,000	\$28,677	\$0	\$51,323	\$80,000	\$0
511217	Library Aides	\$185,775	\$185,775	\$23,513	\$0	\$162,262	\$185,775	\$0
511219	School Clerical	\$1,977,776	\$1,977,776	\$299,318	\$0	\$1,678,458	\$1,977,776	\$0
511220	Fiscal Administration	\$592,955	\$592,955	\$123,651	\$0	\$469,304	\$592,955	\$0
511222	Transportation Coordinator	\$111,666	\$111,666	\$23,622	\$0	\$88,044	\$111,666	\$0
511223	Office Aides	\$170,000	\$170,000	\$10,713	\$0	\$159,287	\$170,000	\$0
511225	School Maintenance Non-Certified	\$2,406,618	\$2,406,618	\$367,201	\$0	\$2,039,417	\$2,229,020	\$177,598
511226	Custodians Non-Certified	\$5,816,675	\$5,816,675	\$1,063,473	\$0	\$4,753,202	\$5,816,675	\$0
511227	Overtime - Outside Activities	\$250,000	\$250,000	\$4,260	\$0	\$245,741	\$250,000	\$0
511228	Paraprofessionals	\$10,764,977	\$10,764,977	\$881,956	\$0	\$9,883,021	\$10,764,977	\$0
511229	Bus Duty	\$250,000	\$250,000	\$0	\$0	\$250,000	\$250,000	\$0
511232	Attendance Counselors	\$124,517	\$124,517	\$8,070	\$0	\$116,447	\$124,517	\$0
511233	ABA Behaviorial Therapist	\$1,756,450	\$1,756,450	\$229,872	\$0	\$1,526,578	\$1,756,450	\$0
511234	Interpreters	\$190,522	\$190,522	\$11,494	\$0	\$179,028	\$190,522	\$0
511238	Swing SSPP	\$0	\$0	\$4,805	\$0	(\$4,805)	\$4,805	(\$4,805)
511236	Snow Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511237	Swing Space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511650	Overtime	\$640,000	\$640,000	\$122,009	\$0	\$517,991	\$635,195	\$4,805
511653	Longevity	\$11,515	\$11,515	\$0	\$0	\$11,515	\$11,515	\$0
511700	Extra Police Protection	\$551,773	\$551,773	\$2,128	\$0	\$549,645	\$551,773	\$0
511800	Vacation and Sick Term Payout	\$207,669	\$207,669	\$53,911	\$0	\$153,758	\$207,669	\$0
522501	Health Insurance-General	\$6,000,000	\$6,000,000	\$0	\$0	\$6,000,000	\$6,000,000	\$0
529001	Car Allowance	\$75,000	\$75,000	\$8,867	\$0	\$66,133	\$75,000	\$0
529003	Meal Allowances	\$19,800	\$19,800	\$6,855	\$0	\$12,945	\$19,800	\$0
<b>Subtotal Salaries</b>		<b>\$114,814,820</b>	<b>\$114,814,820</b>	<b>\$11,886,820</b>	<b>\$32,955</b>	<b>\$102,895,045</b>	<b>\$114,814,820</b>	<b>\$0</b>

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Purchased Services</b>								
533000	Professional Services	\$1,850,000	\$1,850,000	\$0	\$234,028	\$1,615,972	\$1,850,000	\$0
533009	Evaluation	\$12,500	\$12,500	\$45	\$0	\$12,455	\$12,500	\$0
533020	Consulting Services	\$337,125	\$337,125	\$24,009	\$252,449	\$60,667	\$337,125	\$0
533100	Auditing	\$52,955	\$52,955	\$0	\$15,955	\$37,000	\$52,955	\$0
539005	Sporting Officials	\$35,000	\$35,000	\$0	\$0	\$35,000	\$35,000	\$0
539008	Messenger Service	\$24,978	\$24,978	\$3,408	\$5,680	\$15,890	\$24,978	\$0
543000	General Repairs & Maintenance	\$1,263,103	\$1,263,103	\$237,228	\$675,278	\$350,596	\$1,263,103	\$0
543011	Maintenance - Service Contracts	\$730,000	\$730,000	\$116,678	\$474,132	\$139,190	\$730,000	\$0
544002	Building Rental	\$562,674	\$562,674	\$94,856	\$424,699	\$43,120	\$562,674	\$0
545002	Water	\$270,000	\$270,000	\$15,751	\$0	\$254,249	\$270,000	\$0
545006	Electricity	\$3,129,855	\$3,129,855	\$840,554	\$0	\$2,289,301	\$3,129,855	\$0
545013	Security/Safety	\$125,000	\$125,000	\$5,767	\$93,240	\$25,993	\$125,000	\$0
551000	Pupil Transportation	\$16,856,266	\$16,856,266	\$770,520	\$16,085,746	\$0	\$16,856,266	\$0
553001	Postage	\$60,000	\$60,000	\$6,934	\$0	\$53,066	\$60,000	\$0
553002	Telephone	\$250,000	\$250,000	\$27,138	\$10,458	\$212,404	\$250,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$93,600	\$323	\$1,177	\$92,100	\$93,600	\$0
556055	Tuition - Outside	\$9,700,000	\$9,700,000	(\$3,300)	\$7,427,314	\$2,275,986	\$9,700,000	\$0
556056	Purchased Service - Outside	\$3,000,000	\$3,000,000	\$0	\$2,979,371	\$20,629	\$3,000,000	\$0
557000	Tuition Reimbursement	\$6,000	\$6,000	\$0	\$0	\$6,000	\$6,000	\$0
558000	Travel Expenses	\$20,000	\$20,000	\$0	\$0	\$20,000	\$20,000	\$0
559001	Advertising	\$20,000	\$20,000	\$500	\$0	\$19,500	\$20,000	\$0
559002	Printing & Binding	\$15,000	\$15,000	\$2,540	\$2,450	\$10,010	\$15,000	\$0
559104	Insurance - Athletics	\$26,000	\$26,000	\$21,036	\$0	\$4,964	\$26,000	\$0
<b>Subtotal Purchased Services</b>		<b>\$38,440,056</b>	<b>\$38,440,056</b>	<b>\$2,163,987</b>	<b>\$28,681,977</b>	<b>\$7,594,092</b>	<b>\$38,440,056</b>	<b>\$0</b>
<b>Supplies/Materials</b>								
561100	Instructional Supplies	\$1,620,000	\$1,620,000	\$298,361	\$294,869	\$1,026,770	\$1,620,000	\$0
561200	Office Supplies	\$71,840	\$71,840	\$9,616	\$14,307	\$47,917	\$71,840	\$0
561204	Emergency/Medical Supplies	\$2,000	\$2,000	\$0	\$1,519	\$481	\$2,000	\$0
561210	Intake Center Supplies	\$3,500	\$3,500	\$1,854	\$34	\$1,612	\$3,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$8,609	\$1,572	\$39,819	\$50,000	\$0
561212	Medicaid Supplies	\$12,500	\$12,500	\$32	\$1,779	\$10,689	\$12,500	\$0
561501	Diesel	\$125,865	\$132,885	\$15,613	\$117,272	\$0	\$132,885	\$0
561503	Gasoline	\$35,000	\$35,000	\$3,529	\$9,848	\$21,624	\$35,000	\$0
561505	Natural Gas	\$1,666,000	\$1,658,980	\$114,366	\$0	\$1,544,614	\$1,658,980	\$0
561507	Janitorial Supplies	\$200,000	\$200,000	\$2,845	\$197,112	\$43	\$200,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$2,619	\$13,306	\$34,075	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$11,095	\$16,766	\$72,139	\$100,000	\$0
561510	Building & Ground Supplies	\$150,000	\$150,000	\$43,320	\$85,675	\$21,005	\$150,000	\$0
561511	Propane	\$331,219	\$331,219	\$25,036	\$260,901	\$45,281	\$331,219	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$0	\$40,000	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$0	\$848	\$1,152	\$2,000	\$0
569010	Recreational Supplies	\$15,000	\$15,000	\$5,344	\$0	\$9,656	\$15,000	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$39,861	\$29,946	\$60,194	\$130,000	\$0
<b>Subtotal Supplies/Materials</b>		<b>\$4,604,924</b>	<b>\$4,604,924</b>	<b>\$582,100</b>	<b>\$1,045,752</b>	<b>\$2,977,073</b>	<b>\$4,604,924</b>	<b>\$0</b>

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Property</b>								
575008	Furniture-Misc.	\$50,000	\$50,000	\$0	\$0	\$50,000	\$50,000	\$0
575200	Office Equipment	\$160,000	\$160,000	\$0	\$0	\$160,000	\$160,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$7,532	\$14,297	\$18,171	\$40,000	\$0
<b>Subtotal Property</b>		<b>\$250,000</b>	<b>\$250,000</b>	<b>\$7,532</b>	<b>\$14,297</b>	<b>\$228,171</b>	<b>\$250,000</b>	<b>\$0</b>
<b>Other/Miscellaneous</b>								
589021	Mattatuck Museum	\$13,000	\$13,000	\$0	\$12,375	\$625	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$5,175	\$0	\$15,525	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$0	\$0	\$9,500	\$9,500	\$0
589201	Mileage	\$20,000	\$18,000	\$125	\$0	\$17,875	\$18,000	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$0	\$0	\$7,000	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$62,000	\$49,278	\$5,712	\$7,011	\$62,000	\$0
591002	Transfer to Sinking Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
591004	Athletic Revolving Fund	\$135,000	\$135,000	\$2,500	\$30,000	\$102,500	\$135,000	\$0
<b>Total Other/Miscellaneous</b>		<b>\$265,200</b>	<b>\$265,200</b>	<b>\$57,079</b>	<b>\$48,087</b>	<b>\$160,035</b>	<b>\$265,200</b>	<b>\$0</b>
<b>GRAND TOTAL OPERATING BUDGET</b>		<b>\$158,375,000</b>	<b>\$158,375,000</b>	<b>\$14,697,518</b>	<b>\$29,823,067</b>	<b>\$113,854,416</b>	<b>\$158,375,000</b>	<b>\$0</b>
<b>Other Additional Funding</b>								
	Alliance Non-Reform/Reform	<b>\$27,881,827</b>	<b>\$27,881,827</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,881,827</b>	<b>\$27,881,827</b>	<b>\$0</b>
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$450,000	\$0
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$675,000	\$0
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$500,000	\$0
<b>Total Additional Funding</b>		<b>\$31,506,827</b>	<b>\$31,506,827</b>	<b>\$0</b>	<b>\$0</b>	<b>\$31,506,827</b>	<b>\$31,506,827</b>	<b>\$0</b>
<b>GRAND TOTAL ALL FUNDING</b>		<b>\$189,881,827</b>	<b>\$189,881,827</b>	<b>\$14,697,518</b>	<b>\$29,823,067</b>	<b>\$145,361,243</b>	<b>\$189,881,827</b>	<b>\$0</b>



# **Learner Engagement and Attendance Program**

November 4, 2021

# LEAP

Waterbury Public Schools was awarded the \$1,087,856 LEAP grant and began preparation, training and implementation in June 2021.

The grant is expected to be expended by June 2022, however the contract was extended until December 2023.



# LEAP

Currently, seven Waterbury Public Schools are participating in the LEAP Program: Crosby High, Wilby High, West Side Middle, Wallace Middle, Sprague Elementary, Washington Elementary, and Bucks Hill Elementary; an emerging team is being developed at Enlightenment as well. These seven schools were chosen as the pilot schools for the program as data pulled from the 2020-2021 school year showed an increased need for interventions concerning chronically absent students.

Each school has a team of four to eight engagement specialists; the quantity of specialists is based on the number of students per school. Engagement specialists are certified and non-certified staff that are committed to completing phone calls, establishing appointments, and implementing home visits in an effort to identify barriers in getting students to school on a consistent basis. There are presently 30 certified staff and 17 non-certified staff; each school has a team leader who conducts biweekly meetings with the team and meets with the city coordinator monthly for trainings, check-ins and updates. Area Cooperative Educational Services, or ACES has partnered with the district for in this endeavor. Onboarding, stipends and pay associated with LEAP are given through ACES as well.

Due to the pandemic, some families have opted out of having visits in their homes. Funding has been allocated for visits in the community, and local small restaurants or businesses. Zoom and Google Meet are also virtual meeting options. Each school has identified their own set of barriers, however communication with families has been a common theme. SWAG materials such as magnets, planners, and school pencils have been given at home visits in an effort to remind parents of the program and to keep appointments. More SWAG items are slated to be obtained for representation of the district and LEAP.

# LEAP

Electronic homevisit logs are recorded after every phone call and home visit is completed in an effort to collect accurate and up-to-date data. From these logs, data has shown that currently over 500 interactions, whether through phone call and/or home visit, have been completed in an effort to engage families. Per the data reported from the aforementioned logs, presently, there have been 281 visits completed and 490 scheduling and follow up phone calls made. Data from the homevisit logs are sent to the city coordinator bi-weekly for review. Bilingual staff have also been hired in an effort to assist families where English is their second language. Feeder schools are also collaborating together to engage families where student in different schools, but from the same household, are experiencing truancy issues. Through review of data, it was observed that a family experiencing truancy concerns with students in Washington and West Side Middle School were in need of LEAP services. Team leaders at both schools were able to meet together in an effort to try to develop a strategy in helping the family. It was decided that two engagement specialists, one from each school, would conduct home visits together. From this collaboration, community resources were referred, communication was established; resulting in the family being more proactive in assuring the children attended school daily.

The Leap Program appears to be an emerging success in the district. A community resource guide was developed in an effort to assist families with tangible barrier such as: food insecurity, mental health connections, medical needs, and extracurricular resources. Funding for afterschool programs and before school care has also been allocated to assist families experiencing child care concerns as a barrier for attending school daily.

# Waterbury Public Schools

ED006 October 1, 2021

	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	Grand Total
Crosby High School											375	368	293	306	1342
Kennedy High School											491	342	219	272	1324
Wilby High School											401	292	248	271	1212
Wtby Arts Magnet HS											114	120	111	107	452
Wtby Career Academy	18										208	197	191	182	796

Wallace Middle Schl						18	23	335	392	398					1166
West Side Middle Sch								290	334	332					956
North End Middle Sch								238	315	322					875
Wtby Arts Magnet MS								114	120	124					358

Bucks Hill School		123	90	104	96	97	76								586
Bunker Hill School	16	91	69	69	66	81	71								463
Chase School	15	127	106	132	131	130	117								758
Wendell Cross School	36	71	56	62	63	68	59	49							464
Driggs School	33	81	61	85	74	81	59								474
Generali School		91	71	86	90	81	81								500
Duggan School	32	59	38	41	50	51	54	51	51	44					471
Hopeville School		72	67	86	80	72	80								457
Gilmartin School	35	49	47	53	56	57	59	46	56	50					508
Kingsbury School		82	72	69	83	84	66								456
Maloney School	89	79	88	92	87	89	81								605
Reed School	34	43	45	54	54	47	60	47	51	48					483
Regan School		40	35	38	43	40	40								236
International School	35	39	48												122
Sprague School	58	62	57	54	69	66	59								425
Tinker School		96	94	92	100	87	72								541
Walsh School	18	46	43	57	68	71	62								365
Washington School	14	36	47	50	46	48	39								280
Wilson School	52	74	56	59	73	49	54								417
Rotella School	72	90	84	88	88	96	96								614
Carrington School	33	39	47	49	54	60	56	41	54	51					484

Bucks Annex Pre-K	191														191
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State Street		4	2	5	9	2	3	8	8	7	12	11	9	6	86
Enlightenment School								1	1	9	42	16	14	12	95

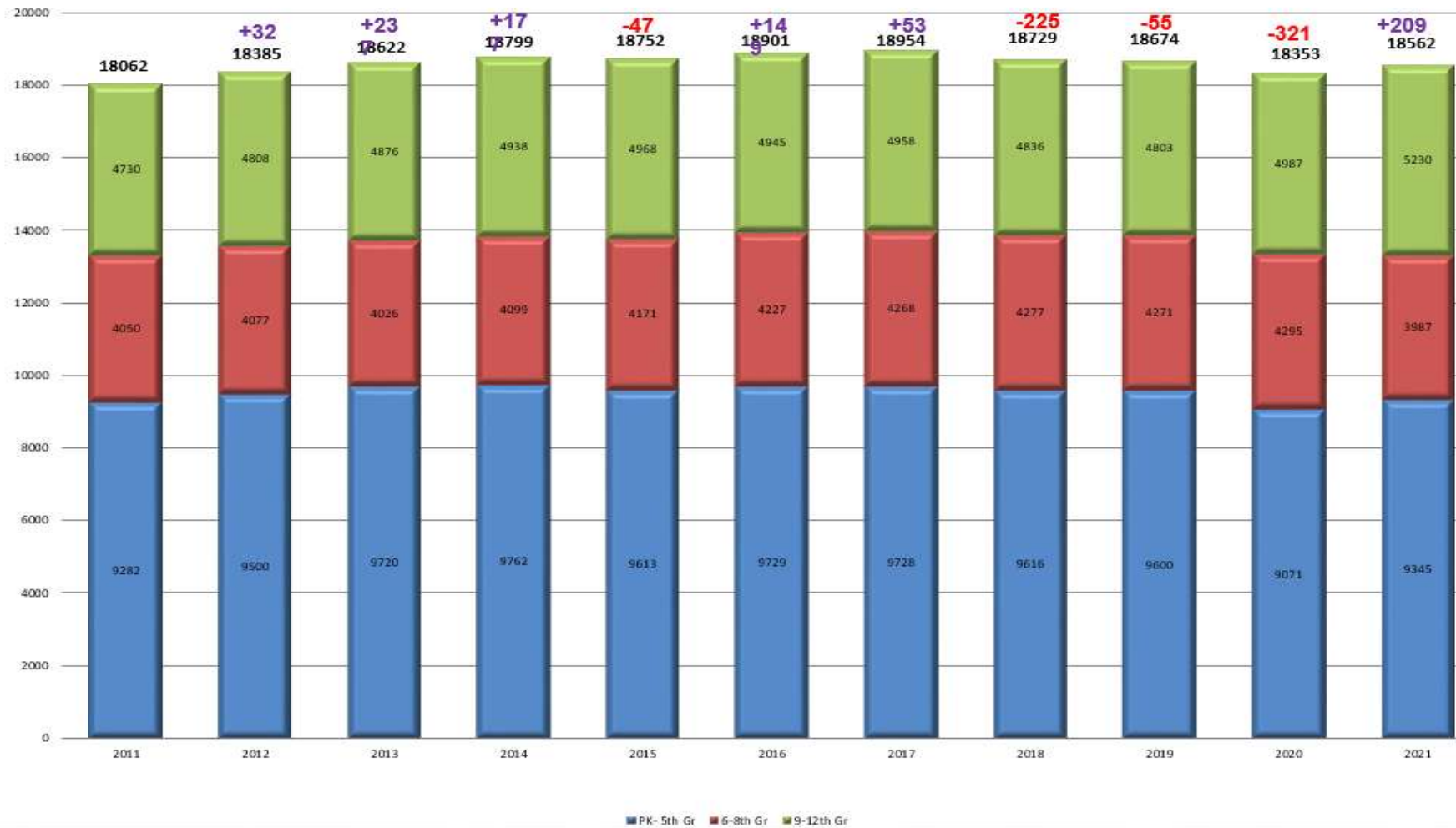
Grand Total	781	1494	1323	1425	1480	1475	1367	1220	1382	1385	1643	1346	1085	1156	18562
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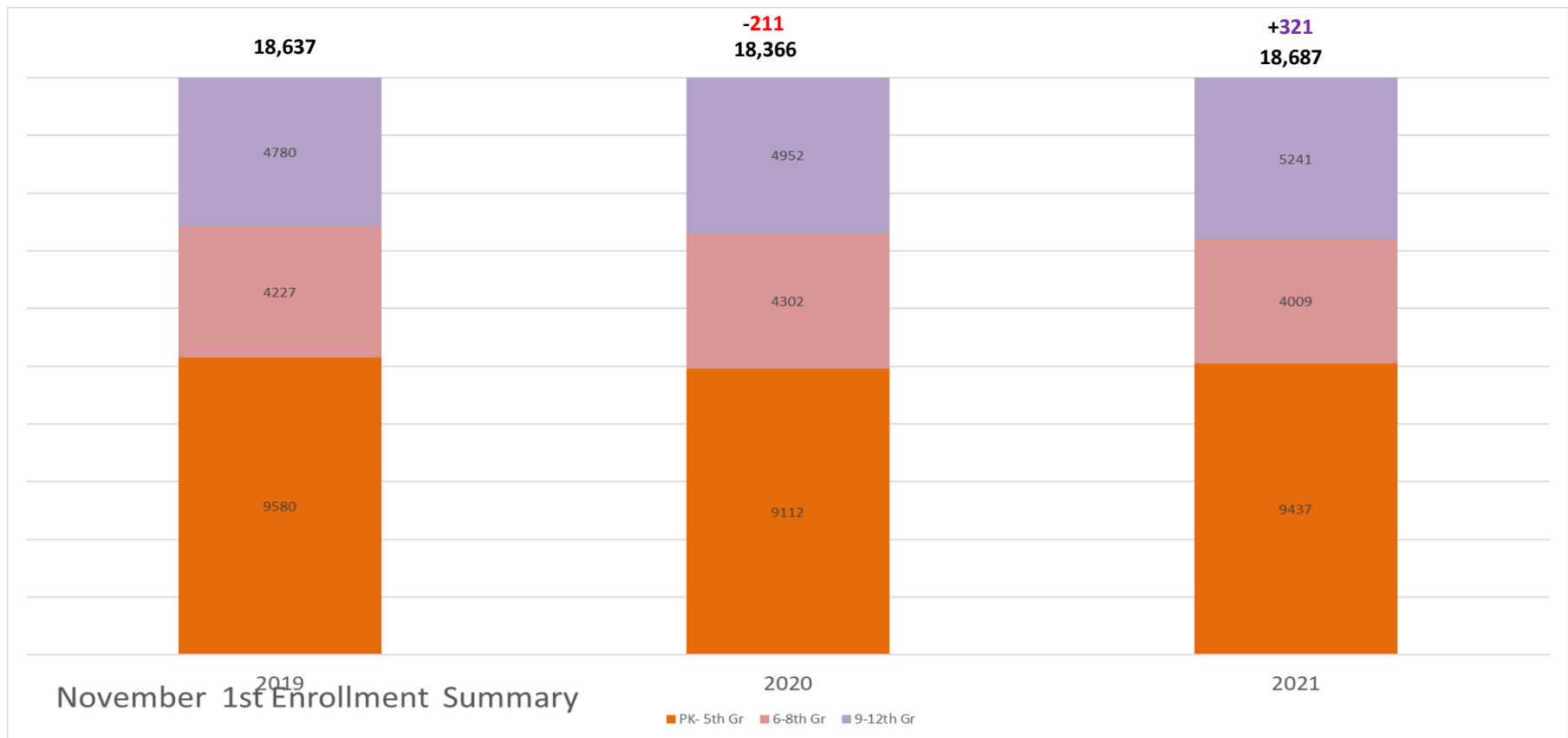
\* Certified on 10-15-2021

Waterbury Public Schools  
ED006 Racial Balance  
October 1, 2021

	White				Hispanic				Black				Asian				Indian				Islander				Two or More Races				School Total	Overall Minority %					
	F	M	Total	%	F	M	Total	%	F	M	Total	%	F	M	Total	%	F	M	Total	%	F	M	Total	%	F	M	Total	%							
Crosby High School	41	70	111	8.27%	392	459	851	63.41%	151	182	333	24.81%	4	7	11	0.82%	8	3	11	0.82%	0	0	0	0.00%	7	18	25	1.86%	1342	91.73%					
Kennedy High School	71	98	169	12.76%	359	419	778	58.76%	146	161	307	23.19%	14	8	22	1.66%	6	9	15	1.13%	0	0	0	0.00%	13	20	33	2.49%	1324	87.24%					
Wilby High School	34	59	93	7.67%	374	386	760	62.71%	133	180	313	25.83%	0	10	10	0.83%	1	0	1	0.08%	0	0	0	0.00%	16	19	35	2.89%	1212	92.33%					
Wtby Arts Magnet HS	114	57	171	37.83%	103	60	163	36.06%	49	36	85	18.81%	4	4	8	1.77%	3	0	3	0.66%	0	0	0	0.00%	14	8	22	4.87%	452	62.17%					
Wtby Career Academy	74	64	138	17.34%	263	137	400	50.25%	120	77	197	24.75%	10	17	27	3.39%	7	2	9	1.13%	0	0	0	0.00%	14	11	25	3.14%	796	82.66%					
Wallace Middle Schl	44	69	113	9.69%	334	385	719	61.66%	119	151	270	23.16%	3	13	16	1.37%	5	3	8	0.69%	0	0	0	0.00%	19	21	40	3.43%	1166	90.31%					
West Side Middle Sch	41	66	107	11.19%	280	319	599	62.66%	84	112	196	20.50%	4	8	12	1.26%	4	5	9	0.94%	0	0	0	0.00%	22	11	33	3.45%	956	88.81%					
North End Middle Sch	33	24	57	6.51%	270	314	584	66.74%	82	104	186	21.26%	2	3	5	0.57%	3	1	4	0.46%	0	0	0	0.00%	15	24	39	4.46%	875	93.49%					
Wtby Arts Magnet MS	68	32	100	27.93%	90	77	167	46.65%	35	31	66	18.44%	1	4	5	1.40%	0	1	1	0.28%	0	0	0	0.00%	8	11	19	5.31%	358	72.07%					
Bucks Hill School	9	11	20	3.41%	215	268	483	82.42%	35	32	67	11.43%	2	1	3	0.51%	0	0	0	0.00%	0	0	0	0.00%	4	9	13	2.22%	586	96.59%					
Bunker Hill School	12	28	40	8.64%	135	143	278	60.04%	56	56	112	24.19%	5	1	6	1.30%	0	2	2	0.43%	0	0	0	0.00%	14	11	25	5.40%	463	91.36%					
Chase School	45	56	101	13.32%	200	244	444	58.58%	73	74	147	19.39%	15	16	31	4.09%	2	4	6	0.79%	0	0	0	0.00%	13	16	29	3.83%	758	86.68%					
Wendell Cross School	37	48	85	18.32%	129	139	268	57.76%	26	48	74	15.95%	5	7	12	2.59%	2	1	3	0.65%	0	0	0	0.00%	8	14	22	4.74%	464	81.68%					
Driggs School	15	22	37	7.81%	149	143	292	61.60%	52	60	112	23.63%	4	4	8	1.69%	1	2	3	0.63%	0	0	0	0.00%	8	14	22	4.64%	474	92.19%					
Generali School	14	31	45	9.00%	149	145	294	58.80%	50	63	113	22.60%	12	7	19	3.80%	1	1	2	0.40%	0	0	0	0.00%	13	14	27	5.40%	500	91.00%					
Duggan School	18	29	47	9.98%	140	144	284	60.30%	62	52	114	24.20%	3	2	5	1.06%	0	0	0	0.00%	0	0	0	0.00%	12	9	21	4.46%	471	90.02%					
Hopeville School	20	12	32	7.00%	185	166	351	76.81%	31	28	59	12.91%	0	0	0	0.00%	0	2	2	0.44%	0	0	0	0.00%	7	6	13	2.84%	457	93.00%					
Gilmartin School	27	21	48	9.45%	158	165	323	63.58%	47	59	106	20.87%	6	6	12	2.36%	1	4	5	0.98%	1	0	1	0.20%	8	5	13	2.56%	508	90.55%					
Kingsbury School	13	12	25	5.48%	147	132	279	61.18%	67	63	130	28.51%	4	3	7	1.54%	0	0	0	0.00%	0	0	0	0.00%	9	6	15	3.29%	456	94.52%					
Maloney School	95	85	180	29.75%	172	121	293	48.43%	43	51	94	15.54%	7	1	8	1.32%	0	0	0	0.00%	0	0	0	0.00%	13	17	30	4.96%	605	70.25%					
Reed School	12	22	34	7.04%	165	155	320	66.25%	55	57	112	23.19%	0	4	4	0.83%	1	0	1	0.21%	0	0	0	0.00%	4	8	12	2.48%	483	92.96%					
Regan School	18	15	33	13.98%	66	75	141	59.75%	26	19	45	19.07%	2	5	7	2.97%	1	2	3	1.27%	0	0	0	0.00%	2	5	7	2.97%	236	86.02%					
International School	2	3	5	4.10%	42	51	93	76.23%	7	10	17	13.93%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	4	3	7	5.74%	122	95.90%					
Sprague School	13	14	27	6.35%	151	145	296	69.65%	39	44	83	19.53%	0	1	1	0.24%	0	0	0	0.00%	0	0	0	0.00%	8	10	18	4.24%	425	93.65%					
Tinker School	57	42	99	18.30%	154	170	324	59.89%	42	41	83	15.34%	7	2	9	1.66%	0	0	0	0.00%	0	0	0	0.00%	13	13	26	4.81%	541	81.70%					
Walsh School	6	6	12	3.29%	112	110	222	60.82%	49	55	104	28.49%	1	2	3	0.82%	2	0	2	0.55%	0	0	0	0.00%	9	13	22	6.03%	365	96.71%					
Washington School	9	12	21	7.50%	92	121	213	76.07%	19	16	35	12.50%	0	1	1	0.36%	2	1	3	1.07%	0	0	0	0.00%	5	2	7	2.50%	280	92.50%					
Wilson School	5	10	15	3.60%	126	154	280	67.15%	53	55	108	25.90%	2	0	2	0.48%	0	0	0	0.00%	0	0	0	0.00%	4	8	12	2.88%	417	96.40%					
Rotella School	90	77	167	27.20%	130	149	279	45.44%	54	47	101	16.45%	9	8	17	2.77%	0	2	2	0.33%	0	0	0	0.00%	22	26	48	4.23%	614	72.80%					
Carrington School	47	59	106	21.90%	112	109	221	45.66%	52	54	106	21.90%	6	10	16	3.31%	2	4	6	1.24%	0	0	0	0.00%	15	14	29	7.82%	484	78.10%					
Bucks Annex Pre-K	8	13	21	10.99%	44	83	127	66.49%	13	22	35	18.32%	3	1	4	2.09%	0	0	0	0.00%	0	0	0	0.00%	2	2	4	2.09%	191	89.01%					
State Street	2	5	7	8.14%	13	40	53	61.63%	5	15	20	23.26%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	1	5	6	6.98%	86	91.86%					
Enlightenment School	3	6	9	9.47%	29	24	53	55.79%	9	17	26	27.37%	0	1	1	1.05%	0	1	1	1.05%	0	0	0	0.00%	2	3	5	5.26%	95	90.53%					
Grand Total	1097	1178	2275	12.26%	5480	5752	11232	60.51%	1884	2072	3956	21.31%	135	157	292	1.57%	52	50	102	0.55%	1	0	1	0.01%	328	376	704	3.79%	18562	87.74%					

Waterbury Public Schools October 1 Enrollment Report (2011-2021)





## Instruction

6171.2(a)

### **Preschool Special Education**

The Board of Education (Board) recognizes the value of special education and its responsibility in ensuring that all resident preschool children with disabilities have the opportunity to participate in special programs and access the general education curriculum to the same extent as students that are not identified with special needs. The Board shall maintain a transition process for preschool-aged children referred from the CT Birth to Three system under regulations imposed by the Individuals with Disabilities Education Act (IDEA Part B) which identifies children with special education needs or developmental delays.

The District's Special Education Preschool programs include a co-taught classroom model, self-contained model, and itinerant service provider model. The "co-taught classroom model" maintains general education students who have not been identified as needing special education to serve as role models for students with identified special needs. The self-contained pre-k classrooms are available as needed for students with identified special needs. Integration with general education peer role models is available as appropriate. Itinerant special education service delivery is available to students within preschool programs as appropriate. The District also provides Early Intervening Services to students suspected of having a disability.

The Board authorizes the Superintendent of Schools to establish administrative practices and procedures to carry out this responsibility. Such administrative practices and procedures shall include:

1. Locating and identifying preschool children, between the ages of three and five, with disabilities pursuant to the relevant provisions of the Individuals with Disabilities Education Act (IDEA Part B). The register of children eligible to receive preschool special education services to be maintained and revised annually by the Director/ Supervisor of Special Education.
2. Ensuring that the parents of preschool age children with disabilities have received and understand the request for consent for evaluation of their child
3. Developing an Individualized education plan (IEP) for each preschool age child with a disability requiring services.
4. Appointing and training appropriately qualified personnel
5. Providing transportation to students enrolled in the program
- 6.. Maintaining lists as required by the State Education Department pertaining to the number of children with disabilities who are being served, as well as those identified disabled students not served; and
7. Reporting as required to the State of CT Department of Education
- 8 Planning a smooth transition from CT Birth-to-Three programs to Preschool Programs

The Planning and Placement team's responsibilities will include the reviewing of referrals, conducting evaluations and making recommendations for placement and provision of appropriate special education services in approved programs for each child with a disability. Children recommended for an educational program may enter throughout the school year as eligibility is determined.

It is ultimately the responsibility of the Board of Education to provide the appropriate approved preschool program and services for students within the district. Should the PPT's determination and recommendations differ for parent or guardian preference, placement may be appealed by a parent or guardian through procedures that are outlined in IDEA Part B.

If the PPT determines that a child is ineligible for participation in a preschool special education program, a list of School Readiness sites will be provided to parents and they will have the choice to enroll their child in a general education setting. The Board directs the Superintendent or his/her designee to ensure that the District considers that adequate and appropriate space and personnel are made available for such programs and services.

Upon entry to the Waterbury Public Schools Early Childhood Education Program, students are administered a developmental screening using validated assessment tools. These assessments are administered to students within 30 days of enrollment to the Waterbury Public Schools Early Childhood Program. The assessment tools administered identify developmental strengths and weaknesses in the areas of Social Emotional, Communication, Language, Adaptive, Motor and Cognitive Skills.

### **Tuition**

Identified students or students who qualify for free or reduced lunch will not be charged for tuition.

Legal Reference: Connecticut General Statutes

[10 76a](#) Definitions.

[10 76b](#) State supervision of special education programs and services.

[10 76c](#) Receipt and use of money and personal property.

[10 76d](#) Duties and powers of boards of education to provide special education programs and services. (as amended by PA 97-114)

[10 76e](#) School construction grant for cooperative regional special education facilities.

[10 76f](#) Definition of terms used in formula for state aid for special education.

[10 76g](#) State aid for special education.

[10 76h](#) Special education hearing and review procedure. Mediation of disputes.

[10 76i](#) Advisory council for special education.

[10 76j](#) Five-year plan for special education.

[10 76k](#) Development of experimental educational programs.

State Board of Education Regulations.

[10 76m](#) Auditing claims for special education assistance.

[10 76a 1 et seq.](#) Definitions.

[10 76b 1 through 10 76b 4](#) Supervision and administration.

[10 76d 1 through 10 76d 19](#) Conditions of instruction.

[10 76h 1 through 10 76h 2](#) Due process.

[10 76l 1](#) Program Evaluation.

[10 145a 24 through 10 145a 31](#) Special Education (re teacher certification).

34 C.F.R. 3000 Assistance to States for Education for Handicapped Children.

American with Disabilities Act, 42 U.S.C. §12101 et seq.

Individuals with Disabilities Education Act, 20 U.S.C. §1400 et seq. as amended by P.L. 105-17.

Rehabilitation Act of 1973, Section 504, 29 U.S.C. §794.



Policy adopted by the Waterbury Board of Education on **DRAFT**



## Students

5145.53(a)

### **Transgender and Gender Non-Conforming Youth**

#### **Purpose**

Federal and state law and District policy require that all programs and activities be free from discrimination based on sex, sexual orientation, or gender identity or expression. This policy is designed in keeping with these mandates to create a safe learning environment for all students and to ensure that every student has equal access to all school programs and activities.

This policy sets out guidelines for schools and District staff to address the needs of transgender and gender non-conforming students and clarifies how state law should be implemented in situations where questions may arise about how to protect the legal rights or safety of such students. This policy does not anticipate every situation that might occur with respect to transgender or gender non-conforming students and the needs of each transgender or gender non-conforming student must be assessed on a case-by-case basis. In all cases, the goal is to ensure the safety, comfort, and healthy development of the transgender or gender non-conforming student while maximizing the student's social integration and minimizing stigmatization of the student.

#### **Definitions**

The definitions provided here are not intended to label students but rather to assist in understanding this policy and the legal obligations of District staff. It is recognized that students might or might not use these terms to describe themselves.

**"Gender identity"** is a person's deeply held sense or psychological knowledge of their own gender, regardless of the gender they were assigned at birth. One's gender identity can be the same or different than the gender assigned at birth. Everyone has a gender identity.

**"Transgender"** describes people whose gender identity, expression or behavior is different from those typically associated with an assigned sex at birth.

**"Gender expression"** refers to the manner a person represents or expresses gender to others, often through behavior, clothing, hairstyles, activities, or mannerisms.

**"Gender non-conforming"** describes people whose gender expression differs from stereotypical expectations, such as "feminine" boys, "masculine" girls, and those who are perceived as androgynous. This includes people who identify outside traditional gender categories or identify both genders.

**"Cisgender"** refers to individuals whose gender identity, expression, or behavior conforms with those typically associated with their sex assigned at birth.

**"Gender Fluid"** may be a form of both gender identity and gender expression. It generally describes individuals who may not identify as the same gender all the time, and whose gender expression may change accordingly.

**"Gender Minority"** is an umbrella term referring to individuals not identifying as cisgender.

**Transgender and Gender Non-Conforming Youth, continued**

**"Gender Transition"** is the process in which a person changes their gender expression to better reflect their gender identity. In order to feel comfortable and to express their gender identity to other people, transgender people may take a variety of steps such as using a nickname or legally changing their name; choosing clothes and hairstyles to reflect their gender identity; and generally living and presenting themselves to others, consistently with their gender identity. Some, but not all, transgender people take hormones or undergo surgical procedures to change their bodies to better reflect their gender identity. Transitioning may or may not include changing identity documents (e.g., driver's license, Social Security record) to reflect one's gender identity.

**Privacy**

All persons, including students, have a right to privacy. This includes the right to keep private one's transgender status or gender non-conforming presentation at school. Information about a student's transgender status, legal name, or gender assigned at birth also may constitute confidential medical information. School personnel should not disclose information that may reveal a student's transgender status or gender non-conforming presentation to others, including parents and other school personnel, unless legally required to do so or unless the student has authorized such disclosure. Transgender and gender non-conforming students have the right to discuss and express their gender identity and expression openly and to decide when, with whom, and how much to share private information.

When contacting the parent or guardian of a transgender or gender non-conforming student, school personnel should use the student's legal name and the pronoun corresponding to the student's gender assigned at birth unless the student, parent, or guardian has specified otherwise.

**Official Records**

The District is required to maintain a mandatory permanent student record ("official record") that includes a student's legal name and legal gender. However, the District is not required to use a student's legal name and gender on other school records or documents.

The District recognizes, under FERPA, that a student has the right to request the school to change his/her name and gender on such student's school records if the student or parent/guardian, if such a student is under 18 years of age, believe the records are incorrect, misleading, or violate a student's privacy. (In general, a school should treat requests to change student records based on transgender status no differently than it would treat any other request for a change to student records.) Upon such a request, schools should correct student education records to accurately reflect the student's chosen name and gender identity, regardless of whether the student has completed a legal name change.

**Names/Pronouns**

A student has the right to be addressed by a name and pronoun that corresponds to the student's gender identity. A court-ordered name or gender change is not required, and the student need not change his or her official records.

The intentional or persistent refusal to respect a student's gender identity (for example, intentionally referring to the student by a name or pronoun that does not correspond to the student's gender identity) is a violation of this policy.

**Transgender and Gender Non-Conforming Youth, continued****Gender-Segregated Activities**

To the extent possible, schools should reduce or eliminate the practice of segregating students by gender. In situations where students are segregated by gender, such as for selected health education classes, students should be included in the group that corresponds to their gender identity.

**Student Information Systems**

The District shall modify its student information system, as necessary, to prevent disclosure of confidential information and ensure that school personnel use a student's preferred name and pronouns consistent with the student's gender identity.

**Restroom Accessibility**

Students shall have access to the restroom that corresponds to their gender identity consistently asserted at school. Any student, transgender or not, who has a need or desire for increased privacy, regardless of the underlying reason, should be provided access to a single user restroom. However, no student shall be required to use such a restroom because they are transgender or gender non-conforming.

**Locker Room Accessibility**

The use of locker rooms by transgender students shall be assessed on a case-by-case basis with the goals of maximizing the student's social integration and equal opportunity to participate in physical education classes and sports, ensuring the student's safety and comfort, and minimizing stigmatization of the student. In most cases, transgender students should have access to the locker room that corresponds to their gender identity consistently asserted at school, like all other students. Any student, transgender or not, who has a need or desire for increased privacy, regardless of the underlying reason, should be provided with a reasonable alternative changing area such as the use of a private area (e.g., a nearby restroom stall with a door, an area separated by a curtain, a P.E. instructor's office in the locker room, or a nearby health office restroom), or with a separate changing schedule (e.g., using the locker room that corresponds to their gender identity before or after other students).

Any alternative arrangement should be provided in a way that protects the student's ability to keep his or her transgender status confidential. In no case shall a transgender student be required to use a locker room that conflicts with the student's gender identity.

**Physical Education Classes & Intramural Sports**

Transgender and gender non-conforming students shall be permitted to participate in physical education classes and intramural sports in a manner consistent with their gender identity.

**Interscholastic Competitive Sports Teams**

Transgender and gender non-conforming students shall be permitted to participate in interscholastic athletics in a manner consistent with their gender identity and in compliance with the applicable regulations of the Connecticut Interscholastic Athletic Association (CIAC).

**Transgender and Gender Non-Conforming Youth, continued****Dress Codes**

Transgender and gender non-conforming students have the right to dress in a manner consistent with their gender identity or gender expression. In general, District schools may not adopt dress codes that restrict students' clothing or appearance on the basis of gender.

**Discrimination/Harassment/Bullying**

It is the responsibility of each school and the District to ensure that transgender and gender non-conforming students have a safe school environment, including access to facilities, activities and programming free from [discrimination](#), harassment and/or [bullying](#). Any incident of discrimination, harassment, [bullying](#) and/or [violence](#) must be given immediate attention, including investigation of the incident, taking appropriate corrective action, and providing students and staff with appropriate resources.

Complaints alleging [discrimination](#), harassment and/or [bullying](#) based on a person's actual or perceived transgender status or gender nonconformity are to be handled in the same manner as other discrimination, harassment and/or bullying complaints.

**Transferring a Student to Another School (Opportunity Transfers)**

In general, schools should aim to keep transgender and gender non-conforming students at the original school site. Opportunity transfers should not be a school's first response to harassment and should be considered only when necessary for the protection or personal welfare of the transferred student, or when requested by the student or the student's parent/guardian. The student or the student's parent or guardian must consent to any such transfer.

(cf. [0521](#) - Nondiscrimination)  
(cf. 4131 - Staff Development)  
(cf. [5114](#) - Suspension and Expulsion/Due Process)  
(cf. 5131 - Conduct)  
(cf. 5131.21 - Violent and Aggressive Behavior)  
(cf. 5131.8 - Out-of-School Misconduct)

(cf. [5131.911](#) – Bullying/Cyberbullying)  
(cf. 5131.912 - Aggressive Behavior)  
(cf. 5131.913 - Cyberbullying)  
(cf. 5131.91 - Hazing)  
(cf. 5144 - Discipline/Punishment)  
(cf. [5145.4](#) - Nondiscrimination)

(cf. [5145.44](#) – Title IX)  
(cf. 5145.5 - Sexual Harassment)  
(cf. 5145.51 - Peer Sexual Harassment)  
(cf. 5145.52 - Harassment)  
(cf. [5145.6](#) - Student Grievance Procedure)  
(cf. [6121](#) - Nondiscrimination)  
(cf. 6121.1 - Equal Educational Opportunity)

**Transgender and Gender Non-Conforming Youth, continued**

Legal Reference: Connecticut General Statutes

[1](#)-1n "Gender identity or expression" defined.

[10](#)-15c Discrimination in public school prohibited. (Amended by P.A. 97-247 to include "sexual orientation" and PA 11-55 to include "gender identity or expression")

[10](#)-222g Prevention and intervention strategy re bullying and teen dating violence as amended by PA 19-166.

[46a](#)-51 Definitions.

[46a](#)-58(a) Deprivation of rights. Desecration of property. Placing of burning cross or noose on property. Penalty.

[46a](#)-60 Discriminatory employment practices prohibited Federal Law.

[46a](#)-64(a)(1)(2) Discriminatory public accommodations practices prohibited. Penalty.

[10](#)-209 Records not to be public.

[46a](#)-60 Discriminatory employment practices prohibited.

Section 504 and the Federal Vocational Rehabilitation Act of 1973, 20 U.S.C. 706(7)(b).

Public Act 07-62 An Act Concerning the Deprivation of Rights on Account of Sexual Orientation.

Public Act 11-55 An Act Concerning Discrimination.

Title IX of the Education Amendments of 1972, 20 U.S.C. §1681(a).

Meritor Savings Bank. FSB v. Vinson, 477 U.S. 57 (1986).

Faragher v. City of Boca Raton, No. 97-282 (U.S. Supreme Court, June 26, 1998).

Burlington Industries, Inc. v. Ellerth, No. 97-569, (U.S. Supreme Court, June 26, 1998).

Gebbs v. Lago Vista Indiana School District, No. 99-1866, (U.S. Supreme Court, June 26, 1998).

Davis v. Monroe County Board of Education, No. 97-843 (U.S. Supreme Court, May 24, 1999).

Federal Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g

"Guidance on Civil Rights Protections and Supports for Transgender Students,"  
Connecticut State Department of Education, June 2017

Bostock v. Clayton County, Georgia, 140 S.Ct. 1731, 2020 WL3146686 (June 15, 2020)



## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday, November 4, 2021

**BOARD MEETING:** Thursday, November 18, 2021

TO THE BOARD OF EDUCATION  
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
<b>Park Dept.</b>	<b>Kennedy pool: Nov. 13<sup>th</sup> &amp; 14<sup>th</sup> 1:00-6:00 PM</b>
<b>V. Cuevas</b>	<b>(Lifeguard Recertification)</b>
L. Richard	Career Academy gym: Fri., April 29 <sup>th</sup> 7:00AM – 2:00PM
	(ARC – Blood Drive)
<b>W.C.E.A.</b>	<b>Rotella café: Thursday, Nov. 18<sup>th</sup> 6:00-8:00 pm</b>
<b>S.McCasland</b>	<b>(annual membership convention)</b>
<b>U.P.S.E.U.</b>	<b>Rotella café: Wednesday, Nov. 17<sup>th</sup> 6:00 – 7:30 pm</b>
<b>C. Garfman</b>	<b>(membership meeting)</b>

Approved

\_\_\_\_\_  
Ann Sweeney

\_\_\_\_\_  
Dr. Verna D. Ruffin  
Superintendent of Scho

Hook

OCT 18 2021

## SCHOOL PERSONNEL USE ONLY

DATE: 10-18-21

TO: SCHOOL BUSINESS OFFICE

FROM: Bureau of Recreation - Victor Cuevas

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium ☐ Gymnasium ☒ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 11/13/21 and 11/14/21

FROM: 1:00 am/pm TO: 6:00 am/pm

FOR THE FOLLOWING PURPOSES:

Lifeguard Recertification

Victor Cuevas  
APPLICANT

Please note the following provisions:

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

copy sent  
to CAP

Hook

OCT - 5 2021

SCHOOL PERSONNEL USE ONLY

DATE: 9-20-21

TO: SCHOOL BUSINESS OFFICE  
FROM: L. Richard

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium    ☒ 1/2 of gym.    ☐ Swimming Pool    ☐ Café/Rooms

DATES REQUESTED: April 29th 2022  
FROM: 7<sup>00</sup> am/pm    TO: 2<sup>00</sup> am/pm

FOR THE FOLLOWING PURPOSES:  
ARC - Blood Drive

[Signature]  
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

OCT 28 2021

DATE: 10-28-21

TO: SCHOOL BUSINESS OFFICE

FROM:

W. C. E. A.

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

NAME OF SCHOOL REQUESTED:

Rotella



AUDITORIUM



GYMNASIUM



SWIMMING POOL



CAFE/ROOMS

DATES REQUESTED:

Thursday, Nov. 18<sup>th</sup>

FROM 6:00 am/pm TO 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Annual membership  
Convention

APPLICANT

/SM.

Please note the following provisions:

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

sent copy  
C + P



SCHOOL PERSONNEL USE ONLY

DATE: 10/29/2021

TO: SCHOOL BUSINESS OFFICE

FROM: WATERBURY BOE CLASS ASSISTANTS UNIT 68

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

NAME OF SCHOOL REQUESTED: ROTELLA SCHOOL / CAFETERIA

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: WEDS. NOV. 17  
FROM: 6 am/pm TO: 7<sup>30</sup> am/pm

FOR THE FOLLOWING PURPOSES:

UNION MEMBERSHIP MEET  
UPSEU

APPLICANT

860 460 7169 (cell)

Please note the following provisions:

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

CORNEIL GARFMAN

## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday, November 4, 2021

**BOARD MEETING:** Thursday, November 18, 2021

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

**LADIES AND GENTLEMEN:**

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

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
Holy Cross High School <u>M. Giampetruzzi</u>	Kennedy pool: 12/2/21 - 3/15/22 Monday thru Friday (West Side pool as alternate site) ) (swim program)
Nonnewaug High School <u>D. Curtin</u>	Kennedy pool: 12/2/21 - 3/15/22 Monday thru Friday (swim program)
Ticket to Broadway <u>L. Brown</u>	Rotella aud, café, rm.: Mar. 4 <sup>th</sup> 5pm - 11pm Mar. 5 <sup>th</sup> & 6 <sup>th</sup> 7am - 11pm (dance competition)
Dancers Inc. <u>B. Haggman</u>	Rotella aud, café, gym ,rm.: April 22 <sup>nd</sup> 1:00pm - 11:00pm Apr. 23 & 24 7:00am - 11:00pm (dance competition)

**REQUESTING WAIVERS:**

Knights of Lithuania <u>M. Warren</u>	St. Joseph Sch. Gym: Sunday, Nov. 21 <sup>st</sup> 9:45 - 11:45 AM (meeting) (\$126.)
K'Tana of Waterbury <u>Y. Karr</u>	Kennedy aud.: Sunday, Dec. 19 <sup>th</sup> 9:00AM to 4:00PM (performance) (\$1,112.)
OLMC School <u>J. Egan</u>	Tinker gym: Saturdays 11/6/21-3/12/22 9:00am - 4:00pm (basketball program) (\$5,712.)

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

Ekklesia Global Worship Assembly <u>T. Smallwood</u>	Kennedy parking lot: Sat. ,Nov. 20 <sup>th</sup> 1:00-4:00 PM (drive thru turkey/food drive)
St. Joseph Parish <u>F. Melvin</u>	St. Joe's gym: Sundays Nov. 7 <sup>th</sup> thru June 26 <sup>th</sup> 8am-noon (parish group meetings)
OLMC School <u>J. Egan</u>	Tinker gym: Mon. thru Fri. 11/6/21 - 3/12/22 4-8pm (basketball program)
Catholic Academy <u>J. Lucarelli</u>	Gilmartin gym: 11/8/21-3/11/22 Mon., Tue., Thurs. ,Fri. 6:00-9:00 pm (basketball program)



**MONIES COLLECTED TO DATE:**

**\$ 49,632.00**

**Approved:**

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**Ann Sweeney**

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**Dr. Verna D. Ruffin**  
**Superintendent of Schools**

**These activities are completed and have been billed:**

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

CONTRACT#

APPLICANT Holy Cross High School NAME OF ORGANIZATION \_\_\_\_\_  
ADDRESS 587 Danoke Rd Wtly CT 06708 TELEPHONE # 203-757-9298  
(street) West St (city) (state) (zip code)  
SCHOOL REQUESTED Kennedy DATES 12/2 - 4/22 ROOM(S) P-1  
OPENING TIME 5pm CLOSING TIME 8pm PURPOSE Swim Practice  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 25  
SIGNATURE OF APPLICANT [Signature] DATE 10-15-21  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \_\_\_\_\_

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$73/HR plus 1 HR service

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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



Book

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

OCT 20 2021

CONTRACT#

APPLICANT Declan Curtin NAME OF ORGANIZATION Nonnewaug H.S. / Region #14

ADDRESS 5 Minortown Rd. Woodbury, CT 06798 TELEPHONE # 203-263-6418  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy DATES 12/2/21 - 3/5/22 ROOM(S) Pool / Locker Rooms

OPENING TIME 7:00pm CLOSING TIME 8:30pm PURPOSE Swim practice and meets

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15

SIGNATURE OF APPLICANT [Signature] DATE 10/20/2021

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

Melissa Orosz, 5 Chestnut Street, Seymour, CT 06483 803-645-9333

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$73/HR plus 1 HR service

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 250 INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Monday  
Thru  
Friday

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

CONTRACT#

OCT 15 2021

APPLICANT Lori Brown NAME OF ORGANIZATION Ticket to Broadway  
ADDRESS PO Box 301 Rillton Pa 15678 TELEPHONE # 7249723290  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Rotella DATES March 4, 5, 6, 2022 ROOM(S) Auditorium, Lobby, Cafetria, Staff Room,  
3/4 4:00pm 11:00pm additional dressig room space  
OPENING TIME 3/5 6 7:00am CLOSING TIME 11:00pm PURPOSE dance competition  
ADMISSION (if any) no CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN 250  
SIGNATURE OF APPLICANT Lori G Brown DATE 10/16/2021  
10/15/2021

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

Lori Brown 11070 Belaire Drive Irwin, Pa 15642 7249723290

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per custodian

RENTAL FEES: \$100/4 HRS + \$200/ea. add. hr.

MISCELLANEOUS FEES: \$55/HR Tech Services

SECURITY DEPOSIT \$ 500. INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



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

JUL 14 2021

CONTRACT#

APPLICANT Britt Hagaman NAME OF ORGANIZATION Dancers Inc  
ADDRESS 344-5 Route 9 #321 Landon, NJ 08734 TELEPHONE # 732-685-8182  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Hotels Market DATES 4/22-4/24 ROOM(S) Auditorium, Cafe, gym, class room  
OPENING TIME 4/22 1:00pm CLOSING TIME 4/24 8:00pm PURPOSE Dance Competition  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS approx 200 CHILDREN approx 300

SIGNATURE OF APPLICANT Britt Hagaman DATE 7/13/21

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

Emily Stramaty 344-5 Route 9 #321 Landon, NJ 08734 (732) 685-8182

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust.

RENTAL FEES: \$1000/4 HRS + \$200/EA. ADD HR.

MISCELLANEOUS FEES: \$55/HR (Tech Services)

SECURITY DEPOSIT \$ 500 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



OCT 21 2021

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

CONTRACT#

APPLICANT Margene Warren NAME OF ORGANIZATION Knights of Columbus C 7  
ADDRESS 85 Green St Waterbury CT 06706 TELEPHONE # 860.420.4173  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED San Thomas DATES 11/21/21 ROOM(S) Gym  
OPENING TIME 9:45am CLOSING TIME 11:45am PURPOSE Monthly Meeting  
ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO 0  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 0  
SIGNATURE OF APPLICANT Margene Warren DATE 10/21/2021

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

Linas Balsys Pres, 85 Green St, Waterbury 203-241-3695  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES

\$42/HR plus 1 HR service (\$126.)

RENTAL FEES

MISCELLANEOUS FEES

SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian



USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with City of New Haven Building Permit)



APPLICANT/ORGANIZATION: Knight of Lithuania CF

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Wendell Cross / St Josephs Gym

DATE(S): 11/21/2021

TIMES: 9:45am to 11:45am

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

10-21-21  
Date

\_\_\_\_\_  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived

\$ \_\_\_\_\_  
Building Usage Fees

\$ 126.  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

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

ATTEST \_\_\_\_\_  
Clerk, Board of Education

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

CONTRACT#

OCT 20 2021

Book

APPLICANT Yerachmiel Karc NAME OF ORGANIZATION Consejo Latino de Wb  
ADDRESS 32 Hillside Ave Waterbury CT 06701 TELEPHONE # 203-528-4147  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Kennedy DATES 12/19/21 ROOM(S) Auditorium  
OPENING TIME 9:00 CLOSING TIME 4:00 PURPOSE Performance  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 450 CHILDREN 250  
SIGNATURE OF APPLICANT [Signature] DATE \_\_\_\_\_

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

Yerachmiel Karc 32 Hillside Ave Waterbury CT 203-528-4147

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust <sup>2 (\$1,112.50)</sup>

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \$55/HR. - Tech.

SECURITY DEPOSIT \$ 250.- INSURANCE COVERAGE ☒ YES ☐ NO on file

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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



APPLICANT/ORGANIZATION: Yelina Khan of Waterbury

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Kennedy Auditorium

DATE(S): 12/19/21

TIMES: 9:00-4:00

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

10/19/21

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 1112.1  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

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

ATTEST: \_\_\_\_\_  
Clerk, Board of Education



OCT 27 2021

## DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

CONTRACT#

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT JOHN M. EGAN NAME OF ORGANIZATION O.L.M.C. SCHOOL  
 ADDRESS 76 TEDESCO DR. WTBY CT 06708 TELEPHONE # 203 206 9861  
 (street) (city) (state) (zip code)  
 SCHOOL REQUESTED TINKER DATES NOV 6 - MARCH 12 ROOM(S) GYM SATURDAY 9AM-4PM  
 OPENING TIME 4pm CLOSING TIME 8pm PURPOSE BASKETBALL PRACTICE + GAMES  
 ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO NONE  
 APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 20  
 SIGNATURE OF APPLICANT John M. Egan DATE 10-26-2022  
 PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

(same as above)

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR service (#5,712.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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

APPLICANT/ORGANIZATION: JOHN EGAN / MOUNT CARMEL SCHOOL

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: TINKER GYM

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): 11/6 - 3/12 SATURDAYS

TIMES: 9AM - 4PM

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

10-26-2022

Date

John M. Egan  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 5,712.  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

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

ATTEST: \_\_\_\_\_  
Clerk, Board of Education



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

CONTRACT#

Ekklesia

APPLICANT Tyra Smallwood NAME OF ORGANIZATION Ekklesia Global Worship Assembly  
ADDRESS 1644 E Main St Waterbury CT 06705 TELEPHONE # 203-260-4674  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Handy HS DATES 11/20/21 ROOM(S) parking lot - ONLY  
OPENING TIME 1pm CLOSING TIME 4pm PURPOSE One-Through Turkey Free Drive  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS open CHILDREN open to community  
SIGNATURE OF APPLICANT Tyra Smallwood DATE 10/19/21  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

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

PLEASE READ THE FOLLOWING CAREFULLY

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THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

203999-0091



OCT-27-2021

*Book*

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

CONTRACT#

APPLICANT FRANK MELVIN NAME OF ORGANIZATION ST Joseph Parish  
ADDRESS 29 John ST WATERBURY CT 06708 TELEPHONE # 203-217-1396  
(street) (city) (state) (zip code) 203-755-1985  
SCHOOL REQUESTED St. Joe's DATES Sunday's ROOM(S) Gym  
OPENING TIME 8 AM CLOSING TIME 12 PM PURPOSE COFFEE HOUR  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 45 CHILDREN 10  
SIGNATURE OF APPLICANT [Signature] DATE 10/27/2021

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

FRANK MELVIN - 151 MARINE ST. THOMASTON CT 203-217-1396

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

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

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

PLEASE READ THE FOLLOWING CAREFULLY

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

*Nov 7th - June 26th*

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

OCT 27 2021

## DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

CONTRACT#

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT JOHN M. EGAN NAME OF ORGANIZATION O.L.M.C. SCHOOLADDRESS 76 TEDESCO DR. WTBY CT 06708 TELEPHONE # 203 206-9861  
(street) (city) (state) (zip code)SCHOOL REQUESTED TINKER DATES NOV 6 - MARCH 12 ROOM(S) GYM M-F 4-8OPENING TIME 4pm CLOSING TIME 8pm PURPOSE BASKETBALL PRACTICE + GAMESADMISSION (if any) NONE CHARGE TO BE DEVOTED TO NONEAPPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 20SIGNATURE OF APPLICANT John M. Egan DATE 10-26-2022

PERSON(S) NAME, ADDRESS &amp; PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

(same as above)

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

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$                      INSURANCE COVERAGE YES NOPLEASE READ THE FOLLOWING CAREFULLY

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

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

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

CONTRACT#

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Catholic Academy of Waterbury, Principal Christa Chackowski NAME OF ORGANIZATION Catholic Academy Waterbury

ADDRESS 386 Robinson Ave. Waterbury Ct 06708 TELEPHONE # 203 756 5313  
(street) (city) (state) (zip code) 203 747-1910

SCHOOL REQUESTED Gilmartin DATES Nov 8<sup>th</sup> - March 11<sup>th</sup> 2022 ROOM(S) Gym - basketball

OPENING TIME 6:00 CLOSING TIME 9:00 pm PURPOSE basketball games/practice

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS Approx - 24 CHILDREN 8-12 at one time

SIGNATURE OF APPLICANT [Signature] DATE 10/29/21

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

INDEPENDENT WATCHES OF TERMS CARL POKS, ALYSSA CHACKOWSKI, ADRIAN SANCHEZ, DON SHINGO

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

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 2000 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

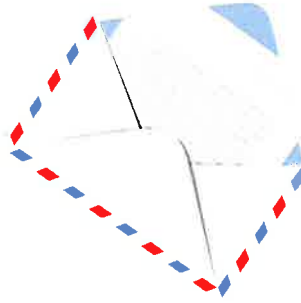
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

John Lucarelli

Nov 8<sup>th</sup> thru 11<sup>th</sup>  
MAR. 11  
Monday  
Tuesday  
Thursday  
Friday  
6-9pm



# COMMUNICATIONS



For the period of  
October 20, 2021 through November 2, 2021



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

October 19, 2021

Jamel Bruce  
85 Kelsey St.  
Waterbury, CT 06706

Dear Mr. Bruce:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2022149) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8049 with any questions you may have in regards to this position.

~~We have scheduled your orientation for Thursday, October 28, 2021 at 9:00 a.m. via zoom.~~  
Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 21, 2021 at your regular scheduled time.

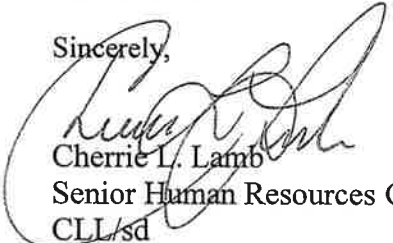
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

  
Cherrie L. Lamb  
Senior Human Resources Generalist  
CLL/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Miguel Pabon, Director of Pupil Services  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

October 19, 2021

Rayanne Picocchi  
32 Hans Ave.  
Waterbury, CT 06708

Dear Ms. Picocchi

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of School Secretary @ Woodrow Wilson Elementary School (Req. #2022329) at \$16.70 per hour. Please contact Jennifer Rosser, Principal @ Woodrow Wilson Elementary School at (203) 573-6660 with any questions you may have in regards to this position.

~~We have scheduled your orientation for Thursday, October 28, 2021 at 9:00 a.m. via zoom.~~  
Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 28, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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Again, welcome to the City of Waterbury.

Sincerely,

  
Cherrie L. Lamb  
Senior Human Resources Generalist

CLL/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Jennifer Rosser, Prin. @ Woodrow Wilson Elem Schl  
file



## Carrie Swain

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**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Thursday, October 21, 2021 9:39 AM  
**To:** Tim Moynahan  
**Subject:** FW: John McWhorter Announces New Book On Antiracism As 'New Religion' That Hurts Black Americans

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dr McWhorter has written a brilliant book identifying and condemning the new racists who preach Critical Race Theory, a system of thought, which has all the attributes of a messianic secular dogmatic religion. CRT is not a full and accurate accounting of America history but a skewed version that preaches the unmitigated victimization of the black, Hispanic, and other minority races.

It's as if they seek to persuade us that the sun( at this moment rising in the east and shinning on me as I sit by sliding glass doors in the corner of my morning room) is the moon. " Is that the sun I see, can't be, looks like the moon to me."

Their indoctrination is no less absurd. If not so serious it would be risible. Their hateful ideology is deservedly contemptible and an object of ridicule.

Members of Boards of Education, educators, even many of our intelligent friends have been duped.They don't understand that the sad, sordid and profoundly regrettable aspects of American history are neither denied or suppressed. We can agree that they must not be. History is the story of how we began, where we have been, how far we have come, what we have overcome, where we are, and where we are going. Millions and millions of lives are testaments that America, represents the success of freedom and equality over oppression, a work in progress not a finished product.

Reading McWhorter is mandated, teaching McWhorter is compulsory. Especially our children deserve to appreciate their patrimony and embrace their obligations. For every right to which our nature and Constitution entitles us we inherit a sacred and solemn obligation. We do not shrink from our obligations we embrace them.

We make a down payment on our indebtedness when we reject CRT in all its disguises and we make additional deposits every time we emulate and celebrate the life of Colin Powell and millions of others who have shared in the blessings of liberty as the fruits of the principles of our Declaration. . Argue less ponder more..... the rest will take care of itself.

<https://thefederalist.com/2021/05/24/john-mcwhorter-announces-new-book-on-antiracism-as-new-religion-that-hurts-black-americans/>

**Carrie Swain**

---

**From:** Robert Goodrich <rgoodrich@racce.net>  
**Sent:** Thursday, October 21, 2021 1:44 PM  
**To:** ELIZABETH BROWN; KAREN HARVEY; JUANITA HERNANDEZ; AMANDA NARDOZZI; Rocco Orso; CHARLES PAGANO; CHARLES L. STANGO; MELISSA SERRANO ADORNO; ANN SWEENEY; THOMAS VAN STONE SR.; Carrie Swain  
**Subject:** BOARD OF EDUCATION ADDRESS: 10/21/2021  
**Attachments:** RG\_BOE\_address\_10212021.pdf

**EXTERNAL MAIL-** This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

**RE: Invitation to Fight For Police Free Schools and Advancing Racial Justice with ARP Funding**

Mr. Pagano and Fellow Board Members

I am Robert Goodrich, executive director of R.A.C.C.E. a local advocacy organization fighting for racial justice in our schools. We are in front of you tonight to extend an invitation to join us and a dozen other youth-led organizations who have come together with the ***CT Black and Brown Student Union*** to form the Community First Coalition (CFC). Together we have successfully launched the Care Not Cops campaign. The Community First Coalition's Care Not Cops campaign is an intergenerational group of youth organizers and advocates, who aim to dissolve Connecticut's reliance on police officers in schools and build a system that emphasizes community and care in our educational system. Will you join us?

***"Since Waterbury is ground zero for the school-to-prison pipeline in Connecticut, supporting the advocacy of this campaign is very important to the overall health and welfare of our entire community."***

As an organization we have been actively engaged in advocacy efforts that would ensure stakeholder, all stakeholder's voices are heard and allowed to influence the ways in which nearly \$90 million in American Rescue Plan funding will be used. We believe the funding must be used to support people (students, parents, and educators) ***not*** property. We have submitted recommendations from a diverse set of stakeholders to this board and school officials for the last six months. We believe our recommendations will advance racial justice and secure safe and equitable learning experiences for our youth. We believe investments must be made to support parent participation in School Governance Councils, to modernize TESOL/ELL textbooks and learning tools, building gender-neutral bathrooms in every school, and an investment in student leadership by committing ***\$1,000,000.00*** into the creation and sustainability of student governments across all middle schools and high schools, with the expectation that school leadership works closely with the student government to ensure that student needs, interests, and visions are reflected in school policy, practice and culture. We would like responses from each of you regarding your positions on our recommendations and invite.

We thank those commissioners who are already doing the work of and for the people... We see you and thank you!

Regards,

Robert M. Goodrich  
[/he-him-his/](#)  
Co-Founder  
R.A.C.C.E.  
Radical Advocates for Cross-Cultural Education

(203) 597-7456

[rgoodrich@racce.net](mailto:rgoodrich@racce.net)

Like us on Facebook: [www.facebook.com/RACCEWtby](http://www.facebook.com/RACCEWtby)

Twitter: @raccewtby

Website: [racce.net](http://racce.net)

**Donate:**

**VENMO: @RACCE**

“The obligation of anyone who thinks of himself as responsible is to examine society and try to change it and to fight it – at no matter what risk. This is the only hope society has. This is the only way societies change...”

~James Baldwin~



14 Stanrod Ave.  
Waterbury, CT 06704  
(203) 597-7456  
[info@racee.net](mailto:info@racee.net)  
[www.racce.net](http://www.racce.net)

Charles Pagano  
President  
Waterbury Board of Education  
236 Grand St  
Waterbury, CT 06708

October 21, 2021

**RE: Invitation to Fight For Police Free Schools and Advancing Racial Justice with ARP Funding**

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Respectfully,

Robert M. Goodrich  
Executive Director  
RACCE  
[rgoodrich@racee.net](mailto:rgoodrich@racee.net)  
(203) 597-7456

# COMMUNITY FIRST COALITION

 All students deserve to feel safe, secure, and supported in their places of learning.

Yet we too often rely on policing to keep children in line, rather than funding professionals trained to deliver students necessary developmental and behavioral health resources. The Community First Coalition's Care Not Cops campaign is an intergenerational group of youth organizers and advocates, who aim to dissolve Connecticut's reliance on police officers in schools and build a system that emphasizes community and care in our educational system.

Racial discrimination and inequities have long been documented in our nation's system of policing, and the impact of uneven policing continuously falls on the heads of our Black and Latinx communities.<sup>2,3</sup> With the prevalence of School Resource Officers (SROs), law enforcement officers assigned to schools, the negative impacts of policing follow our youth into their places of learning. Research shows that **the presence of SROs in schools increases the likelihood of discipline and arrest for Black and Latinx students**, without providing measurably better educational or safety outcomes.<sup>4</sup> This in turn can lead to worse outcomes for students, as research also shows that **students who were diverted to social services or school officials rather than arrested were 2.4 less likely to offend than students who were arrested for engaging in similar behavior**. To protect the well-being of our students, we should be looking to counselors, not cops.

The American School Counselor Association recommends that schools have a ratio of 1 counselor per 250 students to provide adequate developmental and behavioral health resources.<sup>6</sup> However, as school-based arrests in Connecticut increased by 17 percent from the 2011-12 to the 2018-19 school year, the latest available data shows that about **15 percent of CT school districts do not employ a single social worker**, and the vast majority maintain inadequate counselor to student ratios.<sup>7</sup> The school districts in the top five CT cities for school-based arrests (according to the CT Court Support Services Division (CSSD) data) all have counselor-to-student ratios below the recommended level.

For example, Waterbury has one counselor for every 317 students, while New Britain has one counselor for every 620 students.<sup>8</sup> To fully address the impact policing has had on our schools, classrooms, and communities we must be able to push an agenda that reflects the outcomes and prevents future harm from happening.



**IN THE 2018 - 2019 SCHOOL YEAR, BLACK AND HISPANIC STUDENTS WERE 3.1 AND 1.6 TIMES MORE LIKELY TO BE ARRESTED THAN WHITE STUDENTS.**

\*School-based arrests per 1,000 students taken from CSSD



## TO ENSURE THAT OUR STUDENTS ARE SAFE, SECURE, AND SUPPORTED, THE COMMUNITY FIRST COALITION CALLS FOR:

- *Dissolution Bill, that would create a process to replace School Resource Officers with School Resource Counselors (SRC's)*
- *Redefining SRO's to include security officers, and other non-police actors*
- *Accountability and Transparency Legislation for police-led interactions in schools*
- *Fully Decriminalizing Truancy and Chronic Absenteeism*

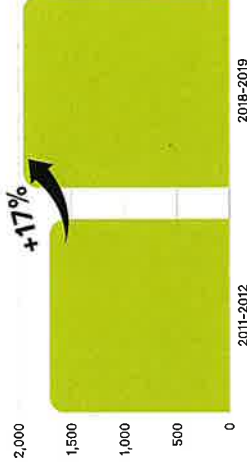
In prioritizing behavioral and developmental supports for our youth, we prioritize their safety and well-being. Our students need community-backed support services that aim to solve problems before they start, rather than systems that add punishment after harm has already been done. Our students need compassion, not confinement. Our students need Care Not Cops.

## SOURCES

- <sup>1</sup> Here we utilize Latinx to mean people whose family history is linked with Central and Latin America. We utilize the term Hispanic when that is how the data are collected
- <sup>2</sup> ACLU. (2020, December 11). What 100 Years of History Tells Us About Racism in Policing. American Civil Liberties Union. <https://www.aclu.org/news/criminal-law-reform/what-100-years-of-history-tells-us-about-racism-in-policing/>.
- <sup>3</sup> Jones, A. (2018, October 12). Police stops are still marred by racial discrimination, new data shows. Prison Policy Initiative. <https://www.prisonpolicy.org/blog/2018/10/12/policing/>.
- <sup>4</sup> Stokes Hudson, C., Ruth, L., & Waithe Simmons, W. (2019). (rep.). Policing Connecticut's Hallways: The Prevalence and Impact of School Resource Officers in Connecticut. Connecticut Voices for Children. Retrieved from <https://ctvoices.org/wp-content/uploads/2019/04/edu19SchoolResourceReport.pdf>
- <sup>5</sup> Based on the latest Office of Civil Rights' Civil Rights Data Collection.
- <sup>6</sup> Patel, P., & Clinedinst, M. (2019). (rep.). STATE-BY-STATE STUDENT-TO-COUNSELOR RATIO MAPS BY SCHOOL DISTRICT. National Association for College Admissions Counseling. Retrieved from <https://www.nacacnet.org/globalassets/documents/publications/research/researchstateratiosreport.pdf>
- <sup>7</sup> Ibid.
- <sup>8</sup> N.a. (2016). State-by-State Student-to-Counselor Ratio Report: 10-Year Trends. National Association for College Admission Counseling and American School Counselor Association. Retrieved from <https://www.schoolcounselor.org/asca/media/asca/Publications/ratioreport.pdf>

## CT SCHOOL-BASED ARRESTS

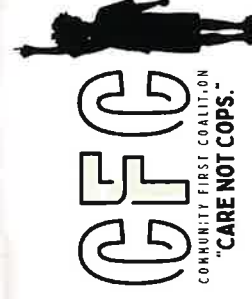
\*School-based arrests numbers taken from CSSD



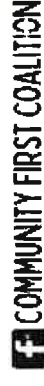
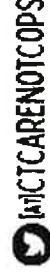
**The Community First Coalition of Connecticut** is made up of grassroots and youth-led organizations fighting to reimagine public safety without police or policing in our communities.

### CFC Members:

Blue Hills Civic Association, Citywide Youth Coalition, Connecticut Justice Alliance, CT BBSU, CT Students for A Dream, CT Voices, Hearing Youth Voices, Middletown Racial Justice Coalition, New Britain Racial Justice Coalition, RACCE, Students for Educational Justice.



CAMPAGN [at] CTBBSU.COM

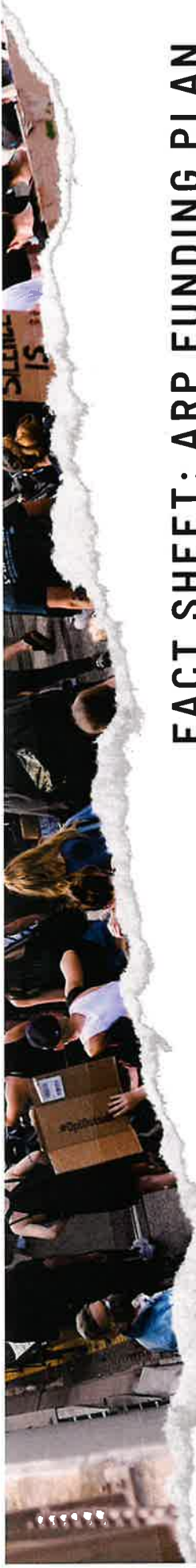


### Contact:

Sarana Nia

Ra@CTBBSU.com





## FACT SHEET: ARP FUNDING PLAN

**In 2020 and 2021, Congress passed three stimulus bills that provided nearly \$190.5 billion to the Elementary and Secondary School Emergency Relief (ARP ESSER) Fund.**

Over the last six months, RACCE has inquired about how the Waterbury Board of Educations (WBoE) intends to utilize monies set aside by Congress. These assets are to support Waterbury's sustained safe reopening of schools while equitably expanding opportunities for students disproportionately impacted by the COVID-19 pandemic, emphasizing our Black, Latinx, LGBTQIA+, English Language Learners (ELL), differently-abled students, and their families.

We must acknowledge the hard work and dedication of school staff and district partners that have led WPS through the pandemic and congratulate the successes that have been achieved thus far. We are committed to the fight for racial justice in our schools and communities. We invite you to increase your collaboration with motivated and capable community members.

In the late Spring, we became concerned with decisions to allocate millions of dollars to improve school buildings, instead of making large dedicated investments that would impact a generation of students.

The Waterbury Public School district must accept and use the meaningful consultation from our community or risk further disenfranchising ELLs, students of color and their LGBTQIA+ peers.

RACCE collaborated with our partners, Waterbury Empowers the People to ACT (WEPA), and The Queer Unity Empowerment Support Team (QUEST) on several recommendations for the proper allocation of ARP funding. These recommendations advance equity and racial justice across the District and wider Waterbury community.

We have had numerous one-on-one meetings, partnering with other community organizations, consulted with educational and policy experts and parents, and most importantly, held listening sessions with the actual students who attend Waterbury Public Schools to meaningfully aggregate consultation required by ARP. The following recommendations will help guide the district in adhering to its equity policy and the State Department of Education mandate requiring the funding to be used to support district priorities as determined by an equity lens.

## OUR RECOMMENDATIONS WILL ADVANCE EQUITY AND RACIAL JUSTICE IN OUR SCHOOLS.



**The time is NOW for the WBoE to create an equitable learning environment for all students in the city.**



## OUR RECOMMENDATIONS

- Invest \$2,000,000.00 to expand language access for all students and families by 1) adding dedicated staff to translate and interpret for each school, especially in Spanish, Albanian, and ASL 2) modernizing textbooks, learning tools and materials for ELL, TESOL, and bilingual populations and 3) providing dedicated supports for immigrant families.
- Invest \$1,500,000.00 to transform parent engagement by ensuring parent voice is evident in all school-based decisions by allocating \$2,500.00 per year to two hundred parents who are motivated to participate in school governance councils and partnering with community-based organizations that specialize in effective and equitable family-school partnerships.
- Invest \$2,000,000.00 to increase the safety, security, and feelings of wholeness for LGBTQIA+ students by fully funding 1) the access to gender-neutral bathrooms in every school, 2) training for all staff based on their professional duties, and 3) LGBTQIA+ student clubs so that those students are resourced equitably.
- Invest \$3,000,000.00 to improve administrator, teacher, and staff capacities to implement restorative justice practices and, ultimately, establish a District culture that moves away from a historically punitive disciplinary system to prioritize socio-emotional intelligence and mutual accountability between students' families school personnel.
- Invest in establishing and then growing cross-cultural relationships between educators and students by allocating \$3,000,000.00 to purchase culturally sustaining books and literacy materials at every school for every student.

- Provide the Class of 2021 graduates with a college and career readiness stimulus check of \$2,500.00.
- Invest \$1,000,000.00 in community-based mentorship programming that provides access to identity-based dyads for each middle and high school.
- Invest \$2,500,000.00 to implement comprehensive sexual health education across K-12 programs that are inclusive and medically accurate with the intent to create an early foundation that advances with developmentally appropriate content and teaching.
- Eliminate the waitlists for the new Black and Latinx History courses by allocating \$1,500,000.00 for more educators, more course materials, and more take-home learning tools so that all high school and middle school students are capable of being enrolled by the start of 2022-23 school year.
- Invest in building culturally responsive school buildings and campuses by allocating \$6,000,000.00 to (re)design and construct current buildings to reflect the cultures and identities of students and families.
- Invest in student leadership by committing \$1,000,000.00 into the creation and sustainability of student governments across all middle schools and high schools, with the expectation that school leadership works closely with the student government to ensure that student needs, interests, and visions are reflected in school policy, practice and culture.

### CONTACT:

Robbie Goodrich

Co-Founder of Radical Advocates For Cross-Cultural  
Educations (RACCE)

Email: [rgoodrich@racce.net](mailto:rgoodrich@racce.net)

"This advocacy is made possible because of the support from the William Caspar Graustein Memorial Fund, Connecticut Community Foundation and the Haymarket People's Fund."

## Carrie Swain

---

**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Wednesday, October 27, 2021 4:07 PM  
**To:** Tim Moynahan  
**Subject:** Pay attention read this but do not weep...your imperative is to be aware. Join the brave mothers and fathers who are acting to protect their children and preserve the nuclear family.

**EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.**

Many Boards of Education around the country treat parents as impediments to their children's education. Thus far, they have not advocated the outright removal of the young from their homes for placement in education or re-education centers, but what is being required in Loudon County, Virginia, is an alarming and stunning example of the grooming of students during their most impressionable years. According to Aristotle and often attributed to Saint Francis Xavier, is the keen observation, "Give me the child until he is seven and I will show you the man."

Mine is a cri de Coeur to Board Members and parents to understand the gravity of the situation presented by curricula that is being directly imposed and insinuated upon you by left wing doctrinaires. They describe themselves as "anti racist organizations" in pursuit of "diversity, equity and inclusion," who also aim to create a "common language" in order to "create lasting systemic change." Their announced aims should fill us with dread, and that they have the temerity to brandish their weapons for our domination, should impress upon us the necessity of retaliation.

Translation: we will educate your children to recognize they are either oppressors or the oppressed. (reverse Racism) To accomplish this we will eliminate merit based recognition as a basis for advancement and we will replace excellence with mediocrity to guarantee equality of outcomes. Everyone gets a trophy just for showing up. You will accept that America is an inherently racist nation by focusing on our version of "social emotional learning", (SEL) which is "fundamental to achieving social justice."

If you allow the "woke," to determine how words are redefined and if you consent to the new language they decide is required to be foisted upon your children, you ought to know that you are relinquishing your parental rights. Your children are already theirs, if you accede to this brainwashing technique, as ancient as the first tyrant. If they have their way with your children then child-rearing is their purview alone and you are mere interfering nuisances to be relegated to the status of hired help but without the benefits of wages. In Loudon, "woke" generosity allows you to see a portion of their transformative indoctrination; but you may not discuss or publish it. How's that for a catch 22. We will extend the carrot just beyond your snapping jaws, and if you bray, we will whip your hindquarters until they bleed into silent compliance. Say thank you!

A final shot across the bow....During the Afghan jihad against the Soviets (1979-1989) a new kind of madrassa emerged in the Pakistan-Afghanistan region (ours is new and its called infusing systemic racism into school curricula which has the elements of a cult).....not so much concerned with scholarship as making war on infidels. ( "Social emotional learning," to convince the infidels, (us) that they are hopelessly racist and always have been. Repent, the day of judgment is at hand!)



In order to rear supporters for terrorism (the rejection of our Declaration and the erasure of our history), in order to have people willing to interpret religion in violent ways, ("creating a common language") in order to have people willing to legitimate crashing into a building and killing 5000 innocent people (turning our children over to predators) you need a particular interpretation of Islam (Racism as systemic). What is transpiring in our educational system has horrifying parallels to the training in those madrassa I have identified. Our enemies have moved incrementally for decades, with deliberate speed reminiscent of the method of boiling lobsters, first in lukewarm water to render them defenseless, then slowing increasing the heat until the succulent creature expires, perfectly tender for butter soaking and devouring. May I respectfully suggest, that you may be a lobster. We are here to get you out of the pot. If you are a Bboard Member, an elected official or an aggrieved parent, only cry out, let us hear your protest....going along to get along is, speaking of cooking, the recipe for termination.

<https://townhall.com/tipsheet/landonmion/2021/10/26/loudoun-county-requires-parents-to-sign-ndalike-form-to-view-crtstyle-curriculum-n2598062>

Timothy C. Moynahan, Esq.

The Moynahan Law Firm, LLC

255 Bank St., Suite 2-A

P.O. Box 2242

Waterbury, CT 06722

Phone: (203) 597-6364

Fax: (203) 597-6365

Email: [tconstant@moynahanlawfirm.com](mailto:tconstant@moynahanlawfirm.com)

Website: [www.moynahanlaw.com](http://www.moynahanlaw.com)

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## Carrie Swain

---

**From:** Paola Vargas <pvargas@racce.net>  
**Sent:** Thursday, October 21, 2021 4:06 PM  
**To:** ELIZABETH BROWN; KAREN HARVEY; JUANITA HERNANDEZ; AMANDA NARDOZZI; Rocco Orso; CHARLES PAGANO; CHARLES L. STANGO; MELISSA SERRANO ADORNO; ANN SWEENEY; THOMAS VAN STONE SR.; Carrie Swain  
**Cc:** Robert Goodrich; Michaela Barratt; Christian Acevedo  
**Subject:** Letter of Support

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Charles Pagano

October 21st, 2021

President  
Waterbury Board of Education  
236 Grand St  
Waterbury, CT 06708

**RE: American Rescue Plan Funding and Care Not Cops Initiative**  
Mr. Pagano and Fellow Board Members

My name is Paola Vargas. I am a graduate of the Waterbury Public School system and a proud Waterburian. Currently, I am a social work intern for R.A.C.C.E., and it is through this placement that I am learning more about different initiatives that would better Waterbury Public Schools. We appreciate all the work you are doing and the role you play as a community leader. However, we want to urge you to do more. R.A.C.C.E.'s advocacy for the use of American Rescue Plan Funding and police-free schools is something I support, especially replacing S.R.O.s with trained and credible community messengers to address conflict in school.

With the American Rescue Plan funding, if \$2,000,000.00 could be used to expand language access for all students and families and provide dedicated supports for immigrant families, that would help a large percentage of the diverse student population. This is something I support, especially with the Care Not Cops initiative. It points out in the state of Connecticut, about 15 percent of schools do not have a single social worker. Funds should be allocated to provide our students with the proper resources to flourish and grow into productive members of society. Do you not agree? I would appreciate a response letting me know where you stand on this issue.

Sincerely

Paola Vargas  
203-560-7039  
[pvargas@racce.net](mailto:pvargas@racce.net)

**Paola Vargas**  
/-She-Her-Hers/  
**Social Work Intern**

R.A.C.C.E.  
Radical Advocates for Cross-Cultural Education  
Cell: 203-560-7039

 [COALITION Care Not Cops one pager.pdf](#)

 [RACCE\\_WEPA\\_QUESTION\\_ARP\\_Waterbury \(3\).pdf](#)

The Nature of This Flower Is to Bloom — **Alice Walker**

## Carrie Swain

---

**From:** Michaela Barratt <mbarratt@racce.net>  
**Sent:** Thursday, October 21, 2021 7:19 PM  
**To:** ELIZABETH BROWN; KAREN HARVEY; JUANITA HERNANDEZ; AMANDA NARDOZZI; Rocco Orso; CHARLES PAGANO; CHARLES L. STANGO; MELISSA SERRANO ADORNO; ANN SWEENEY; THOMAS VAN STONE SR.; Carrie Swain  
**Subject:** Board of Education Address: 10/21/2021

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Dear President Pagano, and fellow BOE Members

My name is Michaela Barratt, a former Kennedy Student, and current Waterbury Resident.

We appreciate all the work you are doing and leading the district. However, we want to urge you to do more. RACCE's advocacy for the use of American Rescue Plan Funding is something I support, especially investing \$2,000,000.00 to increase the safety, security, and feelings of wholeness for LGBTQIA+ students by fully funding 1) the access to gender-neutral bathrooms in every school, 2) training for all staff based on their professional duties, and 3) LGBTQIA+ student clubs so that those students are resourced equitably. I also support investing in establishing and then growing cross-cultural relationships between educators and students by allocating \$3,00,000.00 to purchase culturally sustaining books and literacy materials at every school for every student.

Finally, I support investing \$2,000,000.00 to expand language access for all students and families by 1) adding dedicated staff to translate and interpret for each school, especially in Spanish, Albanian, and ASL 2) modernizing textbooks, learning tools and materials for ELL, TESOL, and bilingual populations and 3) providing dedicated supports for immigrant families.

This is by no means an exhaustive list of recommendations for the ARP Funding. We have previously shared with you our recommendations for ARP Funding which I ask you to revisit. (Click on Link to View: <https://bit.ly/3pxkAem> )

Finally, as a Waterbury citizen, I encourage you to join the statewide campaign Care Not Cops. This campaign focuses on removing police from Connecticut Schools and urges legislators to reimagine what school safety looks like. We need to be looking at methods of prevention rather than reaction for our students. Waterbury is ground zero for school-based arrest and this needs to come to an end.

I hope that you will get back to me on this so we can engage in meaningful conversation.

Best,

Michaela Barratt

**/her-she/**

Youth Organizer

R.A.C.C.E.

Radical Advocates for Cross-Cultural Education

(203) 228-1427

[mbarratt@racce.net](mailto:mbarratt@racce.net)

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Twitter: @raccewtby

Website: [racce.net](http://racce.net)

**Donate:**

**VENMO: @RACCE**

**"I did then what I knew how to do. Now that I know better, I do better."**

**~Maya Angelou**



## Carrie Swain

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**From:** ANN SWEENEY  
**Sent:** Friday, October 22, 2021 4:14 PM  
**To:** Carrie Swain  
**Subject:** Fwd: At one time in America History and literature the most infamous letter was "A". But now.....

For the record.  
Ann

Sent from my iPhone

Begin forwarded message:

**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Date:** October 22, 2021 at 12:54:49 PM EDT  
**To:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Subject:** At one time in America History and literature the most infamous letter was "A".  
**But now.....**

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The most infamous letter was "A", a scarlet patch embroidered with gold, which Hester Prynne was obligated to wear as a public shaming in a Puritan village in New England for her adultery. But now the scandalous "A" for adultery, then used to degrade a woman by members of her hypocritical community, where ostensibly, the most respectable are often the most depraved, has been superseded by our super-hypocritical Attorney General, Merrick Garland. Now, the 'Memo' that was heard 'round the country is to be represented as an "M," to be worn by Mr. Garland signifying his egregious violation of standards and morality in a manner as flagrant as it is base.

His testimony before Congress yesterday revealed both his duplicity and depravity, most reminiscent of the Secret Police (Stasi) of East Germany working with local snitches by way of sinister authoritarian over-reach. His Memo, for which he was summoned for cross-examination before our National Legislature, was his rapid response (5 days) to a letter from the National School Board Association to the White House, urging the "criminalization of parenting", by describing them as domestic terrorists when they appear at local school board meetings. Undoubtedly, the request to sic the FBI and Secret Service on parents, reflects the fearful concern of the Association that the vociferous burgeoning protests confronting the various curricula implemented to sculpt children into "mini social warriors", to pit the races against one another, and to insert gender ideology into class rooms, will have wide ranging ramifications for outcomes in the 2020 elections.

We are speaking here of the nation's Chief Law Enforcer displaying a knee jerk politically partisan compliance, without research or reflection, and crediting newspaper accounts and THE LETTER he received from the National School Boards Association for justification. It is profoundly disturbing that he does not apologize profusely for writing a Memo calling on the

FBI and Justice Department to address supposed "violent threats" against teachers and school boards based on hearsay inadmissible in a court of law. Nor can his "sources" be inferred as a rational conclusion that has been deduced, or proved, from the presented facts. It can only be construed as a corrupt bargain with the Attorney General playing an ignominious role. It is a dereliction of duty so cynical and deceptive as to amount to treason.

The power of the Attorney General of the United States is enormous but it is no infinite.. It pales in comparison to the love of parents for their children. As a sage has remarked, "only a fool pokes a mama bear." Momma bears are not in hibernation and they have been poked.....Momma bears of the USA unite, you have only your oppressors to lose. Save your children.

[https://www.dailywire.com/news/lawmaker-born-in-ussr-grills-merrick-garland-the-fbi-is-starting-to-resemble-old-kgb?itm\\_source=parsely-api&utm\\_source=cnemail&utm\\_medium=email](https://www.dailywire.com/news/lawmaker-born-in-ussr-grills-merrick-garland-the-fbi-is-starting-to-resemble-old-kgb?itm_source=parsely-api&utm_source=cnemail&utm_medium=email)

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## Carrie Swain

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**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Friday, October 29, 2021 11:41 AM  
**To:** Tim Moynahan  
**Subject:** [BULK] The Ballad of Sleepy Joe: a new Brave New World. A lonely nation shudders.  
**Importance:** Low

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I'm stuck on the \$450,000, to be surrendered per person, unfathomably extorted from the public treasury, for the burglars who invaded our home 🏠 At first I thought it was a sick joke. Turns out I was half right. What can't be taken away "they" are determined to give away.. Still, as egregious as is this embezzlement, it is beggared in comparison to the initiatives determined to eliminate merit as a measure of reward. and recognition.

Olympic gold medals become a quaint discriminatory standard that awards power and privilege to a small elite. Striving for excellence is prohibited and designated a felony, violators are shunned and exiled from polite society, required to wear a scarlet E. Words are redefined so failure means success, mediocrity is suspect as aspirational, so the mediocre are surveilled, and, horror of horrors, profiled. Once mediocrity is rooted out "all men are free to wallow" in a world without striving, the evil of competition is erased from the human race.

Games are still allowed but keeping score is forbidden. In time the contests become meaningless exertions, spectators dwindle to a precious few until they disappear entirely. Thus, the great cities become hives for paupers, homelessness is ubiquitous, the engines of commerce rust from disuse, lethargy reigns among the populace, and wild berries are the sustenance for all.....until they are consumed and are no more....." the world ends with a whimper," .....All men are free and equal in the grave, it will come to that.

It is not the strong man we ought to fear but the unmanly man, the weak and feckless ones whose whole idea is to eliminate distinctions,: no genders, races, beliefs, physical attributes, mental aptitude's, faiths, even eccentricities, until every trait is ubiquitous, individuality is removed to be replaced with prized fungibility. We are transformed into clones akin to the sonorous and monotonous buzzing of the bees. Language becomes obsolete . But even honey gatherers serve a Queen and so "their" grand scheme preserves a role for themselves....

Hold your breaths for a moment, listen attentively, in the silence hear the soft buzzing sound. Whether it becomes a deafening roar depends on us. Be Spartacus. I am Spartacus.

Timothy C. Moynahan, Esq.  
The Moynahan Law Firm, LLC  
255 Bank St., Suite 2-A  
P.O. Box 2242  
Waterbury, CT 06722  
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**Carrie Swain**

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**From:** noreply@cabe.myenotice.com on behalf of tdemars@cabe.org  
<noreply@cabe.myenotice.com>  
**Sent:** Friday, October 29, 2021 7:01 AM  
**To:** Carrie Swain  
**Subject:** CABA Policy Highlights 10-29-2021

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## **CABA Policy Highlights**

*Vincent A. Mustaro, Senior Staff Associate for Policy Service*

September 17, 2021

Volume 21 Issue 9

**For a PDF version of this Policy Highlights, [Click Here](#)**

**Essential Elements Needed for a Successful Superintendent-Board Relationship:** In a recent article appearing in *District Administration*, author Lori Capullo indicated that there are essential elements that must be prioritized if superintendents and school boards are to work together effectively.

She indicates the current volatile environment of education, in large part because of the coronavirus pandemic, has resulted in an epidemic of superintendent-school board disputes, ranging from shout fests at meetings to physical altercations and threats. "Superintendents have been resigning in record numbers for the past year, unable or unwilling to accept the brunt of the blame for policies and problems resulting from COVID-19."

Capullo believes that if superintendents and school boards are to work together effectively, there are essential elements that must not only be put in place but prioritized: These five essential elements are as follows:

- **Community input—including administrators, teachers, students, parents, businesses, government agencies and residents—on the development of the district's vision.** Once that vision is established, the school board should seek a superintendent who shares the same outlook, writes Alexis Rice in ["Creating a Strong School Board-Superintendent Relationship."](#) "The critical place to start," he points out, "is at the beginning."
- **Clearly defined responsibilities.** Because the needs of a district vary and leadership and management styles do as well, the primary duty of each school board and superintendent to determine together what each is to do and establish policies and procedures that will lead to the successful performance of those duties, according to ["Roles & Responsibilities of School Boards and Superintendents."](#) Keeping roles clear and communication open, they state, is the key to sound and productive board and superintendent relationships.
- **Mutual respect.** Since the onset of the pandemic, district leaders have had to effectively manage changes in a highly complex, politically charged and often contentious system. The former Executive Director of the American Association of School Administrators and former superintendent Paul Houston notes that, while many superintendents still enjoy their roles, and even the challenges that accompany them, "There is much about the current role that is dysfunctional." He adds that the work is conducted in an environment that has become increasingly political and "downright abusive," one reason numerous superintendents have quit over the past year.

School board members, too, are experiencing challenges, including increasing political divisiveness amongst themselves, between them and

their superintendents, and having to deal with unprecedented, and continuing, state and federal influence. Redirecting their focus from the noise and working with their superintendent to avoid infighting, find common ground and execute an agenda that prioritizes student achievement over all else is of the utmost importance.

- **Flexibility and collaboration rather than authoritativeness.** "Authority relationships function beautifully until the environment changes," says Ron Heifetz, author and founding director of the Center for Public Leadership at Harvard's Kennedy School of Government, in "[Effective Superintendents, Effective Boards: Finding the Right Fit.](#)" But confronting complex and unexpected problems calls for flexible thinking, collaboration and shared decision-making. And the more people who are involved in formulating a district's agenda, Heifetz points out, the more that have a stake in that district's success.
- **Prioritization of student achievement.** That means being accountability-driven and spending less time on operational issues than on what's most vital to student success. In a [Lighthouse Study](#) that compared school districts with "unusually high levels" of student achievement to districts with students of similar characteristics but substantially lower levels of performance, the boards in the higher-achieving districts repeatedly identified academic achievement as their main responsibility.

Source: "5 Essential Elements of a Successful Superintendent-School Board Relationship" by Lori Capullo, *District Administration*, September 29, 2021.

**Some Additional Thoughts on this Topic:** It is essential for superintendents to build a personal relationship with board members which helps to create trust and mutual respect.

A strong partnership between school board and superintendent is crucial to district success. Promoting such teamwork requires systematic attention: setting detailed ground rules for working together, developing a strategic plan, and

establishing benchmarks for measuring success. Without such a shared set of expectations, relations can fray and district progress can stall.

"It really takes an effort on the part of everybody to develop those relationships and to have an understanding about who has what role," says Thomas Gentzel, the former NSBA Executive Director. "That takes a lot of conversation. It doesn't just automatically happen."

It is commonly understood that school boards make policy, while superintendents manage day-to-day operations. However, in practice, lines are sometimes crossed and there is a lot of gray in between.

"They both have fairly prescribed roles," says Dan Domenech, Executive Director of AASA. "The troubles tend to emerge when there have been attempts by one side or the other to overstep their bounds, for a school board to want to micromanage the school district or for the superintendent to be involved in making policy decisions."

With superintendents' tenure averaging about three years in urban districts and six years in rural and suburban school systems, the time for developing effective teamwork is short, Gentzel said.

The first order of business is defining the ground rules for their relationship, everything from how administrators will handle constituent complaints to whether board members can demand on-the-spot school tours to who will announce new initiatives to the press.

The building blocks of trust, including even-handedness, transparency and honesty, are keys to making the board-superintendent relationship work, experts say. Superintendents should faithfully carry out even decisions they dislike, says Domenech, and present both sides of every argument, not just the one they favor.

Superintendents must strive to treat all board members alike. When one board member requests information for example, the superintendent should send the



same data to every board member to ensure that no one surprised or embarrassed at a public meeting. Good communication is the lifeblood of the board-superintendent relationship.

In the development of a successful board-superintendent relationship, it is important for both parties to understand and respect the built-in limitations of their respective authority.

When boards and superintendents fail to work together effectively, it's the teachers and students who suffer. Dysfunction at the top distracts from the implementation of needed programs, and the bad publicity that accompanies infighting makes it harder to recruit and retain good teachers and administrators.

**Policy Implications:** This important topic is addressed in policy #2000.1, "Board-Superintendent Relationship." Many versions are available with an accompanying administrative regulation. One version is based upon the joint efforts of CAFE and CAPSS. In the "Preface" to the administrative regulation the organizations state the following:

"This document is CAFE and CAPSS view on the nature of and expectations for working relationships between Boards of Education and Superintendents. We intend it as a statewide reference for both groups to work toward strengthening strategic partnerships that empower student achievement. Our attempt is to capture best practices in this area, understanding that many of the issues addressed must be determined at the local level. We recognize that Superintendent/Board relationships vary, reflecting the diversity of our cities and towns.

We hope that this reference will continue to facilitate ongoing statewide discussions among and between Boards of Education and Superintendents for the districts that serve our students.

For success, the Board of Education and the Superintendent of Schools in any school district must share the same goals and vision for providing students with



quality education. While Board and Superintendent roles are different, they should complement each other. For the greatest success, Board members and the Superintendent must work collaboratively as a governance team, with each clear on their roles and areas of responsibility, respecting the others' roles and responsibilities and collaborating effectively on shared responsibilities.

Our stance aligns with the AASA-NSBA foundational position: In general, "The Board is a legislative body that develops, evaluates and oversees education policies. The Superintendent is the professional educator chosen by the Board to implement policies and to provide professional leadership (and vision) for a district's schools."

School districts with high-quality governance teams and high student achievement are characterized by excellent working relationships between the Superintendent and Boards of Education. **"The focus of the relationship must always be collaboration on behalf of children."**

Also provided is information on how to use the document as a tool for discussion between boards and superintendents to build a strong relationship.

It is important, that as new members join boards of education due to the soon-to-be-held local elections, to have a discussion pertaining to expectations and the leadership team relationship. The Governance Statement can serve as a good starting place for those discussions.

The aforementioned document also states: "These discussions should occur in a retreat format, usually with a trusted facilitator. While certainly the companion Board Self-Assessment contained in the Team Assessment document should be used to pinpoint the views of both board members and the superintendent, the Governance Statement itself, with its list of board responsibilities, superintendent responsibilities and those they share, should be well-known to new and experienced board members and superintendents.

Every district has different board members, a different superintendent, different demographics, and other unique characteristics that will help inform such a retreat. That is to be expected and is actually a strength of Leadership Teams: local control is based on an understanding that different localities have different needs and wants."

**Enrollment of Children of Members of the Armed Forces:** Recently enacted P.A. 21-86, "AAC The Enrollment of Children of Members of the Armed Forces...", requires boards of education to accept, as proof of residency for any child of an armed forces member who is seeking enrollment in a public school, the military orders directing the member to the state or any other armed forces' documents indicating the member's transfer to the state.

By law and under the Act, "armed forces" means the U.S. Army, Navy, Marine Corps, Coast Guard, and Air Force and any of their reserve components, including the Connecticut National Guard when under federal service. The Act also requires the State Board of Education (SBE), within available appropriations, to establish a Purple Star School Program to designate schools that provide specific support services, assistance, and initiatives for military-connected students and their families. Under the Act, a "military-connected student" is a public school student who (1) is a dependent of a current or former armed forces member or (2) was a dependent of a member killed in the line of duty.

**Policy Implications:** Policy #5112 "Ages of Attendance," pertains to this topic. It has been revised to reflect this legislation. This is a recommended policy for inclusion in a district's manual.

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Connecticut Association of Boards of Education  
81 Wolcott Hill Road  
Wethersfield, Connecticut 06109  
800-317-0033 or 860-571-7446  
Fax 860-571-7452  
[www.cabe.org](http://www.cabe.org)



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**Carrie Swain**

---

**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Monday, November 1, 2021 2:55 PM  
**To:** Tim Moynahan  
**Subject:** Florida Diner and the Biden Conundrum (explicative deleted)

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**From:** Tim Moynahan [mailto:tconstant@moynahanlawfirm.com]  
**Sent:** Monday, November 1, 2021 2:55 PM  
**To:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Subject:** Florida Diner and the Biden Conundrum (explicative deleted)

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*We declaim, we bemoan, we excoriate, but too often our exhortations fall upon deaf ears. Now Angie*

*Ugarte the owner of the DeBary Diner in Orlando has hit upon our hot button of mutual grievement. By her clear words of truth and a simple act of protest she has summed up our inexpressible anger and absolute exasperation at the daily outrages that emanate from the Oval Office. He, its occupant, must be clueless, because the only alternative explanation is an incomprehensible evil intent consciously purposed to undermine our nation. Angie's cry from the heart is a call to action for small business owners everywhere, the forgotten men and women who are the victims of Bidenism. (Fill in any or all irrational policies)It is especially fitting to circulate "Angie's Protest" on behalf of Veterans whose service we celebrate on November 11<sup>th</sup>. Let us call upon Diner Owners across the land and all fellow American's in whatever sphere of activity to follow her example at least on November 11<sup>th</sup> (and beyond) to honor our veterans including those who lost their lives in the disastrous withdrawal from Afghanistan due to reckless Presidential incompetence.*

#### **GREAT POST!**

Florida diner, not far from The Villages, that forbids Biden supporters, becomes so popular it runs out of food within hours and must triple their staff and set up extra tables on the sidewalk and in the parking lot  
A diner in DeBary, Florida, became popular overnight among residents and the international community after announcing they would no longer serve Biden supporters. They sold out of food the same day and temporarily closed.

Angie Ugarte, the owner of the DeBary Diner, located just outside of Orlando, posted a provocative sign in the business's window.

It read, "If you voted for and continue to support and stand behind the worthless, inept and corrupt administration currently inhabiting our White House, that is complicit in the death of our servicemen and women in Afghanistan, please take your business elsewhere. Godbless America, and God bless our soldiers."

According to the New York Post, Ugarte received donations from across the globe and sold out of food in hours that same Wednesday, having to close early pending a 3000% uptick in food deliveries and orders.

Ugarte told the press: "I've gotten so many people calling me from all over the world, from Europe, from Asia, trying to purchase meals for veterans, which I still haven't been able to organize. Cooks, chefs, wait-staff have shown up in droves and asked to work for no pay. Two doctors and a former judge showed up and asked if they could wash dishes."

She adds: "I think that the veterans will be fed for the rest of the year at the rate I'm getting donations."

People have travelled from all over the US, from thousands of miles away, to pose in front of the sign and show their support for Ugarte. One car with two couples in it arrived on Thursday from upper Michigan, a 3000-mile round trip, with an offer to bus tables and sweep floors. There was nowhere to sit so they ordered four cups of water, to go, which was free, of course, but left a \$1,000.00 cash "tip."

This includes Rod Phillips, a member of the State Council of the Vietnam Veterans of America Association. "We wanted to come over here and thank you personally," Phillips told Ugarte as the pair posed for a photo.

Phillips qualified, "I fully respect the office of presidency of the United States, but this should have been handled much better, much better."

He added, "Being a Vietnam veteran and combat-wounded, I don't wish war on anybody. But there is a proper way, and time, and place to leave an enemy country."