



M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: February 3, 2021

TO: Michael J. Dalton, City Clerk

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

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The Committees of the Board of Education will meet on Thursday, February 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/S1cqQeJp8x8> or listened to via teleconference by calling 1-701-802-5303 with access code 7755337. 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 February 4, 2021 Meeting Agenda.

***If you wish to address the Board during the public portion of the meeting please call 1-701-802-5303 with access code 7755337 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.***

## A G E N D A

### SILENT PRAYER

### PLEDGE ALLEGIANCE TO THE FLAG

### PUBLIC SPEAKING (see above)

1. Committee of the Whole/5 minutes ~ Request approval of Amendment No. 1 to the Memorandum of Understanding (MOU) with the State Education Resource Center (SERC) for professional learning to support, promote, and develop racial equity in education – J. Davis.
2. Committee on Finance/5 minutes ~ Request approval of Amendment No. 1 to the Professional Services Agreement with Cormier Consulting, LLC for Teacher and Administrator Professional Development – J. Epperson.
3. Committee on Finance/5 minutes ~ Request approval of Amendment No. 1 to the Professional Services Agreement with Teaching Strategies, LLC, to provide preschool curriculum, assessment material, and professional learning services – D. Schwartz.
4. Committee on Finance ~ FYI - December Monthly Expenditure Report – D. Biolo.
5. Committee on Policy & Legislation/10 minutes ~ Discussion – revised Bylaws and addition of the following to the Board of Education By-laws: - Commissioner Sweeney, Attorney Shaw.

- a) 9010 – Bylaws (revised)
  - b) 9012 – Powers, Purposes, and Duties
  - c) 9222 – Resignation/Censure
  - d) 9270 – Conflict of Interest/Code of Ethics
  - e) 9314 – Suspension of Polices
  - f) 9325 – Quorum/Parliamentary Procedure/Rules of Order
  - g) 9327 – Electronic Mail Communications
  - h) Appendix A – Board of Education Member Handbook
6. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Clark.
7. Superintendent's Update ~ Dr. Ruffin.
- a) Update: Elementary and Secondary Emergency School Relief Fund II (ESSER II) Under the CARES Act (no backup).
8. Superintendent's Notification to the Board/5 minutes:
- a. Athletic appointments:  
Soucey, David – KHS Girls Basketball Coach, effective 02/02/2021.
  - b. Rotella Magnet School's Virtual After-school Program, 2/2/21 through 4/15/21 (Tuesdays, Wednesdays, and Thursdays) from 3:35 pm to 5:00 pm:  

|                |                       |                          |
|----------------|-----------------------|--------------------------|
| Administrator: | Dana Wallace          | Robin Henry (sub)        |
| Teachers:      | Jessica Minty         | Monica Santovasi         |
|                | Angela Heidgerd       | Mary Monroe              |
|                | Stephanie Ciuffo      | Stefanie Porcaro         |
|                | Vanessa Greaney (sub) | Danielle Toussaint (sub) |
|                | Suzanne Dionne (sub)  |                          |

c. Commissioner's Network Appointments:

| <u>NAME</u>         | <u>SCHOOL</u> | <u>TITLE</u>                           |
|---------------------|---------------|----------------------------------------|
| Bonner, Patience    | WMS           | ELA Lead Teacher/After-school Program  |
| Bosques, Julio      | WMS           | Content Coordinator EL                 |
| Bunko, Katherine    | WMS           | Communications Coordinator             |
| Demirali, Linda     | WMS           | Content Coordinator SPED               |
| Desiderio, Jennifer | WMS           | Math Lead Teacher/After-school Program |
| Farley, Amanda      | WMS           | ELA Teacher/After-school Program       |
| Iannantuoni, Jolee  | WMS           | ELA Teacher/After-school Program       |
| Minton, Anna        | WMS           | Communications Coordinator             |
| Quinlan, Stacey     | WMS           | School Leadership Team                 |
| Stotler, Natasha    | WMS           | ELA Teacher/After-school Program       |

d. Extended School Hours (ESH) appointments:

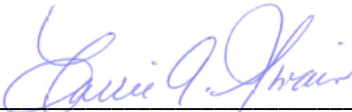
| <u>SCHOOL</u> | <u>LAST NAME</u> | <u>FIRST</u> | <u>ASSIGNMENT</u>  |
|---------------|------------------|--------------|--------------------|
| Bucks Hill    | Brunelli         | Teri         | Secretary          |
|               | Comeau           | Elizabeth    | Teacher            |
|               | Jimenez          | Maria        | Administrator      |
|               | Montes De Oca    | Delmaliz     | Teacher            |
|               | O'Donnell        | Jennifer     | Teacher            |
|               | Rizzo            | Lisa         | Reading Specialist |
|               | Santiago         | Koulla       | ESL Teacher        |
|               | Swain            | Erica        | Para               |
|               | Wheeler          | Kristen      | Substitute Teacher |
|               | Zuniga-Cacho     | Lurbin       | Para               |
| Bunker Hill   | Barbieri         | Amber        | Teacher            |
|               | Cruess           | Steven       | Lead Teacher       |
|               | Gay              | Rebecca      | Teacher            |
|               | Hargrave         | Phil         | Teacher            |
|               | Lance            | Michelle     | Teacher            |
|               | Mahan            | Eileen       | Teacher            |

|            |                 |           |                               |
|------------|-----------------|-----------|-------------------------------|
|            | Stango          | Melissa   | Substitute Teacher            |
|            | Virdee          | Robin     | Teacher                       |
| Carrington | Boivin          | Rachel    | Substitute Teacher            |
|            | Conway          | Jaimie    | Secretary                     |
|            | Gwiazdoski      | Kristen   | Administrator (split with KR) |
|            | Napp            | Nicholas  | Building Sub                  |
|            | Renna           | Karen     | Administrator (split with KG) |
|            | Riggi           | Lori      | Teacher                       |
|            |                 |           |                               |
| Chase      | Arroyo          | Ivet      | Substitute Para               |
|            | Caldarella      | Lorri     | Teacher                       |
|            | Campagna        | Amanda    | Teacher                       |
|            | Cianfagna       | Traci     | Teacher                       |
|            | Del Moral       | Denise    | Para                          |
|            | DiGiovancarlo   | Krista    | Secretary                     |
|            | Eldridge        | Lori      | Admin./Lead Teacher           |
|            | Evans-Foster    | Shernett  | Sub. Admin./Lead Teacher      |
|            | Galvin          | Dina      | Substitute Teacher            |
|            | Gonzalez        | Stephanie | Teacher                       |
|            | Grossman        | Melissa   | Substitute Para               |
|            | Lopez           | Marlene   | Para                          |
|            | Mancuso         | Abby      | Teacher                       |
|            | Matthews        | Steven    | Substitute Teacher            |
|            | McCue           | Erin      | Teacher                       |
|            | McKenna         | Eibhilin  | Teacher                       |
|            | Rinaldi         | Nicole    | Substitute Teacher            |
|            | Turner          | Gina      | Para                          |
| Driggs     | Abarzua         | Lauren    | Teacher                       |
|            | Albino          | Christine | Teacher                       |
|            | Atkinson        | Jennifer  | Secretary                     |
|            | Bartoletti      | Heather   | Teacher                       |
|            | Dorso           | Marissa   | Substitute Teacher            |
|            | Gomez           | Bridgett  | Substitute Administrator      |
|            | Gomez           | Bridgette | Substitute Teacher            |
|            | Ijomah          | Kathryn   | Teacher                       |
|            | Pastore-Quesada | Paula     | Substitute Teacher            |
|            | Pinho           | Kelly     | Administrator                 |
|            | Proulx          | Sarah     | Substitute Teacher            |
| Duggan     | Auen            | Amanda    | Teacher                       |
|            | Conlan          | Taylor    | Teacher                       |
|            | Ferrare         | Patricia  | Teacher                       |
|            | Johnson         | Dominique | Secretary                     |
|            | McCasland       | Maureen   | Teacher                       |
|            | Pelletier       | Alison    | Substitute Teacher            |
|            | Sanzari         | Dina      | Administrator                 |
|            | St. Pierre      | Theodora  | Parent Liaison                |
|            | Tzepos          | Ioulia    | Substitute Teacher            |
| Generali   | DellaCamera     | Ashley    | Teacher                       |
|            | Mangino         | Maria     | Substitute Teacher            |
|            | Nadolny         | Karen     | Teacher                       |
|            | Neibel          | Amy       | Teacher                       |
|            | Pelletier       | Rosann    | Substitute Teacher            |
|            | Poulter         | Dennis    | Teacher                       |
|            | Rhinesmith      | Wendy     | Teacher                       |
|            | Rock            | Stefanie  | Administrator                 |
|            | Sodano          | Gina      | Teacher                       |
| Gilmartin  | Dwyer           | Catherine | Teacher                       |
|            | Fenn            | Myra      | Substitute Teacher            |
|            | Garafola        | Denise    | Para                          |
|            | Moore           | Christina | Lead Teacher/Administrator    |
|            | Rose            | Mary      | Secretary                     |
|            | Trudeau         | Lorraine  | Teacher                       |
| Regan      | Poulter         | Patty     | Parent Liaison                |
|            | Swartz          | Elizabeth | Teacher                       |
|            | Wojtunik        | Katilynn  | Substitute Teacher            |

|                      |             |            |                             |
|----------------------|-------------|------------|-----------------------------|
| Sprague              | Bakewell    | Diane      | Administrator               |
|                      | Ferrao      | Marlene    | Para                        |
|                      | Katrenya    | Kim        | Teacher                     |
|                      | Minnis      | Natasha    | Para                        |
|                      | Newman      | Suzanne    | Teacher                     |
| Tinker               | Beemer      | Maura      | Teacher                     |
|                      | DeFeo       | Sharon     | Teacher                     |
|                      | Sagendorf   | Janet      | Teacher                     |
| WMS/Academic Academy | Abuhamed    | Hoda       | Substitute Teacher          |
|                      | Coughlin    | Timothy    | Lead Teacher                |
|                      | Farley      | Amanda     | Substitute Teacher          |
|                      | Gluz        | Debra      | Substitute Teacher          |
|                      | Haynes      | Oddette    | Secretary                   |
|                      | Hill        | Elaine     | Teacher                     |
|                      | Iannantuoni | Jolee      | Substitute Teacher          |
|                      | Minton      | Anna       | Teacher                     |
|                      | Zareck      | Corrin     | Substitute Teacher          |
| Walsh                | Bilbrough   | Allyson    | Lead Teacher                |
|                      | Eagan       | Karen      | Secretary                   |
|                      | Lubus       | Nicole     | Substitute Teacher          |
|                      | Natoli      | Jane       | Teacher                     |
|                      | Pawson      | Erika      | Teacher/Sub. Lead Teacher   |
| Washington           | Bochicchio  | Judith     | Substitute Para             |
|                      | Cocchiola   | Kaitlyn    | Para                        |
|                      | Corbo       | Cherie     | Substitute Teacher          |
|                      | Fitzgerald  | Kris       | Clerical                    |
|                      | Lanouette   | Jay        | Substitute Teacher          |
|                      | Levasseur   | Justine    | Teacher                     |
|                      | Rua         | Stephanie  | Teacher                     |
|                      | Santos      | Melanie    | Para                        |
|                      | Sullivan    | Mariannina | Substitute Teacher          |
| W. Cross             | Knapp       | Kelly      | Teacher                     |
|                      | MacDuff     | Molly      | Teacher                     |
|                      | Ponte       | Debra      | Administrator               |
|                      | Rocco       | Margaret   | Parent Liaison              |
| Wilson               | Coelho      | Dana       | Lead Administrator          |
|                      | Guisti      | Noelia     | Secretary                   |
|                      | Orsatti     | Donna      | Para/Administrative support |
|                      | Shaffer     | Andrea     | Teacher                     |
|                      | Valentin    | Crystal    | Teacher                     |
|                      | Vargas      | Shirelle   | Teacher                     |

EXECUTIVE SESSION

ADJOURNMENT

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education





**WATERBURY**  
**Public Schools**  
*Today's Students, Tomorrow's Leaders*

JACLYN DAVIS  
*District Climate and Attendance Coordinator*  
236 Grand St, 161  
Waterbury, CT 06702  
(203)755-3620  
jdavis@waterbury.k12.ct.us

January 20, 2021

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

Re: Amendment to MOU with State Education Resource Center (SERC)

Dear Honorable Commissioners:

Waterbury Public Schools District Equity Leadership Team (DELT) requests your approval of an amendment to an MOU with SERC signed 9/29/2020 by Dr. Ruffin and 9/30/2020 by Mayor O'Leary. The original MOU detailed that SERC would provide coaching and technical assistance in further implementation of our equity plan. The amendment to the original document would adjust the timeline of services from a completion date of December 11, 2020 to a completion date of May 7, 2021. It also extends the projected date of the completion of a sustainability plan from December 31, 2020 to May 28, 2021.

The original scope of services will remain the same. The DELT continues to work with SERC in executing a professional development plan for district schools centered on the role of race in education.

Respectfully Submitted,



Jaclyn Davis

Encs: SERC MOU signed 9/29/2020  
MOU Amendment No. 1

## Memorandum of Understanding

between

State Education Resource Center and Waterbury Public Schools

### Amendment No. 1

This is the First Amendment to the Memorandum of Understanding (MOU) executed between the State Education Resource Center and the Waterbury Public Schools on October 26, 2020. Except as noted below, all other terms of the MOU remain unchanged. Paragraphs 3 and 4 shall be deleted and replaced by the following:

3. **TERM OF AGREEMENT**: The term of this MOU is July 1, 2020 through May 28, 2021.
4. **RESPONSIBILITIES**:
  - a. SERC will:
    - i. Support the District Equity Leadership Team (DELT) in via ten (10) hours of training and one-half (.5) hour of technical assistance in developing a sustainability plan. The training and technical assistance shall be completed on or before May 7, 2021;
    - ii. Provide one 90-minute training in the Hexagon Tool to DELT members on October 7, 2020 from 9:30-11:00 AM; and
    - iii. Support participation of one (1) district administrator in the Yancy Forums.
  - b. District will:
    - i. Reconvene the DELT and District Equity Leadership Team Advisory (DELTA);
    - ii. Schedule and complete the training and technical assistance on or before May 7, 2021;
    - iii. Ensure participation of DELT members in Hexagon Tool training on October 7, 2020;
    - iv. Facilitate participation of district administrator in the Yancy Forums;
    - v. Develop a sustainability plan aligned with the district's action plans and equity policies created during the first two years of the grant; and
    - vi. Submit the sustainability plan by May 28, 2021.

IN WITNESS WHEREOF the undersigned have executed this First Amendment. The parties hereto agree that electronic or digital signatures shall be as effective as if originals.

**Please sign, and return electronically within seven (7) calendar days of receipt to the attention of Holly King, Contracts Manager, [king@ctserc.org](mailto:king@ctserc.org):** A fully executed copy will be sent to you for your records.

Both parties have read, understand, and fully agree with all terms and execute this First Amendment as set forth below:

**Waterbury Public Schools**

Signature: \_\_\_\_\_

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

By: Neil M. O’Leary, Mayor

Signature: \_\_\_\_\_

Date \_\_\_\_\_

By: Dr. Verna Ruffin

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

**SERC**

Signature: \_\_\_\_\_

Date \_\_\_\_\_

By: Ingrid M. Canady, Executive Director  
[canady@ctserc.org](mailto:canady@ctserc.org)

Whereas, the State Education Resource Center, (“SERC”) is committed to support, promote, and develop racial equity in education; and

Whereas, the SERC has agreed to provide coaching and technical assistance to specific districts committed support, promote, and develop racial equity in education; and

Whereas, Waterbury Public Schools (“the District”) has agreed to continue to participate in professional learning to support, promote, and develop racial equity in education;

Now, therefore, SERC and the District agree to the following stipulations in order to achieve their respective, related outcomes.

1. **PARTIES**: The Parties to this Memorandum of Understanding (MOU) are the State Education Resource Center located at 100 Roscommon Drive, Suite 110, Middletown, CT 06457 and Waterbury Public Schools, located at 236 Grand Street Waterbury, CT 06702.
2. **PURPOSE**: The purpose of this MOU is to document the activities that SERC and the District have agreed to undertake in order to achieve the MOU’s stated outcome.
3. **TERM OF AGREEMENT**: The term of this MOU is July 1, 2020 through December 31, 2020.
4. **RESPONSIBILITIES**:
  - a. SERC will:
    - i. Support the District Equity Leadership Team (DELT) in the development of a sustainability plan via seven (7) virtual 90-minute technical assistance meetings. These seven meetings must be completed by December 11, 2020;
    - ii. Provide one 90-minute training in the Hexagon Tool to DELT members on October 7, 2020 from 9:30-11:00 AM; and
    - iii. Support participation of one (1) district administrator in the Yancy Forums.
  - b. District will:
    - i. Reconvene the DELT and District Equity Leadership Team Advisory (DELTA);
    - ii. Schedule and complete seven technical assistance meetings with the SERC coaches, all seven of which must be completed by December 11, 2020;
    - iii. Ensure participation of DELT members in Hexagon Tool training on October 7, 2020;
    - iv. Facilitate participation of district administrator in the Yancy Forums;
    - v. Develop a sustainability plan aligned with the district’s action plans and equity policies created during the first two years of the grant; and
    - vi. Submit the sustainability plan by December 31, 2020.
5. **FUNDING**: SERC agrees to pay any presenter, registration, and tuition fees associated with the activities described in Paragraph 4 above. No funds will be paid directly to District. SERC and the District agree that there is mutual benefit in the undertaking of the activities described in Paragraph 4 above.



6. **CANCELLATION:** This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by either SERC or the District with a fifteen (15) calendar day prior written notice.
7. **LIABILITIES OF THE PARTIES:** The District shall be solely responsible for any act or omission of the District, including its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this MOU. The District further agrees that SERC, including their officers, agents, employees, and independent contractors, shall not be liable for any loss resulting from any act or omission by the District, including its officers, agents, employees, and independent contractors arising from this MOU.
- SERC shall be solely responsible for any act or omission of SERC including its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this MOU. SERC further agrees that District, including their officers, agents, employees, and independent contractors, shall not be liable for any loss resulting from any act or omission by the SERC, including its officers, agents, employees, and independent contractors arising from this MOU.
8. **NOTICES:** Both parties agree that the representatives of the parties listed below will be the first contacts regarding any questions and problems that may arise during implementation or operation of this MOU. Wherever under this MOU one party is required to give notice to the other, such notice shall be deemed given delivery, email sufficient with a read receipt requested. Notices shall be addressed as follows:
- a. If to the District: 236 Grand Street Waterbury, CT 06702  
Attn: Jackie Davis, [jdavis@waterbury.k12.ct.us](mailto:jdavis@waterbury.k12.ct.us)
  - b. If to SERC: 100 Roscommon Drive, Suite 110, Middletown, CT 06457.  
Attn: Janet Zarchen, [zarchen@ctserc.org](mailto:zarchen@ctserc.org).
- Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided herein. Copies of correspondence related to any modification, amendment, extension, or termination of this MOU, or any other legal matter pertaining hereto, shall be furnished to the aforementioned individuals with additional copies to: Michelle Weaver, SERC General Counsel, 100 Roscommon Drive, Suite 110, Middletown, CT 06457, [weaver@ctserc.org](mailto:weaver@ctserc.org).
9. **AUTHORIZATION:** By signing below, all parties represent that they are authorized to execute this MOU and are bound to all terms of the MOU, along with all related or affiliated institutions, individuals, employees, or contractors who may have access to data received pursuant to this MOU or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The parties have executed this MOU by their duly authorized representatives. By signing this MOU the parties signify that each understands and will comply with the conditions stated herein. The District represents that it is free to enter into this MOU and that this engagement does not violate the terms of any agreement between the District and any third party.
10. **APPLICABLE LAW:** This MOA shall be governed by the laws of the State of Connecticut without regard to principles of conflicts of laws. SERC and the District shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this MOU and which in any manner affect the work or its conduct.

11. **MERGER:** This MOU shall not be terminated by the merger or consolidation of SERC or the District into or with any other entity.
12. **ATTACHMENTS:** Appendix A "Ethics and Conflicts of Interest" is hereby incorporated by reference and made a part of this MOU.
13. **ENTIRE UNDERSTANDING:** This MOU and any appendices or exhibits referenced herein constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the parties. The terms of this MOU may be modified only upon a written amendment agreement executed by all parties to this MOU.
14. **HEADINGS:** Section headings are parts of this MOU but are not intended to be a full and accurate description of the contents hereof.
15. **WAIVER:** The failure of either party to require performance by the other party of any provision of this MOU shall not affect the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this MOU be taken or held to be a waiver of the provision itself.
16. **ASSIGNMENT:** The District shall not assign any of its rights under this MOU, or delegate the performance of any of its duties hereunder, without the prior written consent of SERC.
17. **SEVERABILITY:** The provisions of this MOU are independent of one another, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.
18. **UNENFORCEABILITY OF PROVISIONS:** If any provision of this MOU, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this MOU shall nevertheless remain in full force and effect.
19. **SUCCESSORS AND ASSIGNS:** All of the provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
20. **ARBITRATION:** Any controversy, claim, or counterclaim arising out of the terms of this MOU or its interpretation between SERC and the District shall be resolved in Connecticut by binding arbitration under this Arbitration section and the Commercial Rules and supervision of the American Arbitration Association (hereinafter "AAA"). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held at SERC's offices in Middletown, CT or in another place and format agreed upon by the parties. The arbitration will be conducted by an arbitrator that is knowledgeable with respect to the education profession. SERC and the District will agree upon and select one (1) arbitrator together. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the MOU.

Each party will bear its own attorney's fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the

arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees that are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state of Connecticut. In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential.

**[SIGNATURE PAGE FOLLOWS]**




IN WITNESS WHEREOF the undersigned have executed this MOU. The parties hereto agree that electronic or digital signatures shall be as effective as if originals.

**Please sign, keep a copy for your records, and return the original to SERC within seven (7) calendar days of receipt to the attention of:** Holly King, Contracts Manager, 100 Roscommon Drive, Suite 110, Middletown, CT 06457: [king@ctserc.org](mailto:king@ctserc.org).

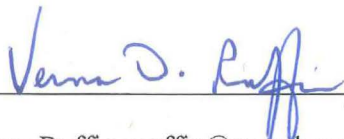
Both parties have read, understand, and fully agree with all terms and execute this MOA as set forth below:

**Waterbury Public Schools**

Signature: 

Date: 9/30/20

By: Mayor

Signature: 

Date 9/29/2020

By: Dr. Verna Ruffin [vruffin@waterbury.k12.ct.us](mailto:vruffin@waterbury.k12.ct.us)

**SERC**

Signature:   
Ingrid M. Canady (Oct 26, 2020 08:14 EDT)

Date Oct 26, 2020

By: Ingrid M. Canady, Executive Director  
[canady@ctserc.org](mailto:canady@ctserc.org)

It is the policy of the State Education Resource Center (SERC) that no person shall be discriminated against or excluded from participation in any SERC programs and activities on the basis of race, color, religion, age, marital or civil union status, national origin, ancestry, sex/gender, intellectual disability, physical disability, political beliefs, or sexual orientation.



## **Appendix 1**

### **Ethics and Conflicts of Interests**

#### **1. Interest of City Officials**

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

#### **2. Prohibition Against Gratuities and Kickbacks**

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

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

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

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

#### **3. Prohibition Against Contingency Fees**

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

**AMENDMENT 1**  
**to**  
**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**TEACHER & ADMINSTRATOR PROFESSIONAL DEVELOPMENT**  
**between**  
**The City of Waterbury, Connecticut**  
**Board of Education, Education Department**  
**and**  
**Cormier Consulting, LLC**

**THIS AMENDMENT 1** ("Amendment 1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (hereinafter the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and Cormier Consulting, LLC, (hereinafter "Cormier Consulting" or "Consultant"), with its principal place of business located at 589 East Street, Middletown, Connecticut 06457, a State of Connecticut duly registered limited liability company (jointly referred to as the "Parties").

**WHEREAS**, the Parties entered into an Agreement to provide teacher and administrator professional development services, effective on November 10, 2020 (the "Agreement" or "Contract"); and

**WHEREAS**, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to provide for additional professional development services and additional compensation as pertains to West Side Middle School (S3 Turnaround School), consistent with the Agreement.

**NOW THEREFORE**, it is mutually agreed as follows:

1. **Scope of Services.** Subsection 1.1.3, titled "West Side Middle School (S3 Turnaround School), of the Agreement shall be amended to read as follows:

**"1.1.3. West Side Middle School (S3 Turnaround School):** The following services will consist of sixteen (16) all-day sessions and five (5) one-day coaching sessions:

1.1.3.1. Professional Development services addressing Tier 1 Instruction, school climate and culture (PBIS/Restorative Practices);

1.1.3.2. Professional Learning will consist of addressing Tier 1 Instructional strategies such as: explicit instruction, Depth of Knowledge ("DOK"), student engagement, formative assessment and scaffolding; and

1.1.3.3. Material development.

1.1.3.4. Professional development services addressing alignment of Tier 1 instructional support outcomes. Said full-day sessions are scheduled for the following dates: January 28, 2021 and January 29, 2021; March 8, 2021 and March 9, 2021; and April 28, 2021 and April 30, 2021."

2. **Compensation.** Subsection 6.1, titled "Fee Schedule" of the Agreement shall be amended to read as follows:

**"6.1. Fee Schedule.** The fee payable to the Consultant shall not exceed TWO HUNDRED FOURTEEN THOUSAND DOLLARS and 00/100 CENTS (\$214,000.00) for the entire Contract term and shall not exceed the following amounts for each of the Schools as follows, in accordance with the Commissioner's Network report budget allocations for the Services provided under this Agreement, attached hereto as part of Attachment A:

|                                          |                      |
|------------------------------------------|----------------------|
| 6.1.1 North End Middle School (S1):..... | \$87,000.00          |
| 6.1.2 Wallace Middle School (S2):.....   | \$60,000.00          |
| 6.1.3 West Side Middle School (S3):..... | \$42,000.00          |
| 6.1.4 Wilby High School (S4): .....      | \$25,000.00          |
| <b>TOTAL:</b>                            | <b>\$214,000.00"</b> |

3. All other terms, conditions, and provisions of the November 10, 2020 Agreement shall remain in full force and effect and binding on the Parties hereto.

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

WITNESSES:

CITY OF WATERBURY

\_\_\_\_\_  
Sign & Print name

By:

\_\_\_\_\_  
Neil M. O'Leary  
Mayor, City of Waterbury

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

\_\_\_\_\_  
Sign & Print name

WITNESSES:

CORMIER CONSULTING, LLC

\_\_\_\_\_  
Sign & Print name

By:

\_\_\_\_\_  
David R. Cormier, Ph.D.  
Executive Director, Cormier Consulting, LLC

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

\_\_\_\_\_  
Sign & Print name



**Office of Early Childhood**  
30-B Church Street  
Waterbury, CT 06702

***Maureen Bergin***  
Supervisor of Early Childhood

**P:** (203) 574-8024  
**F:** (203) 574-6709  
[www.waterbury.k12.ct.us](http://www.waterbury.k12.ct.us)



## **Executive Summary**

**DATE:** January 26, 2021

**TO:** Honorable Board of Education

**FROM:** Maureen Bergin, Supervisor, Early Childhood Education Program

**SUBJECT:** Amendment Number 1 to Professional Services Agreement RFP No. 6295 for Early Childhood Pre-School Curriculum between The City of Waterbury, Connecticut and Teaching Strategies, LLC

On behalf of the City of Waterbury Early Childhood Education Program, I am hereby submitting for approval Amendment Number 1 to Professional Services Agreement RFP No. 6295 for Early Childhood Pre-School Curriculum between The City of Waterbury, Connecticut and Teaching Strategies, LLC.

Early Childhood Department and Teaching Strategies, LLC wish to amend said Contract to substitute 46 units of Creative Cloud for Preschool in the Scope of Services for years 1-3 of the Contract Time for 46 units of the Creative Curriculum Digital Resources and to adjust the fee schedule accordingly. This Amendment will provide preschool staff and school families' access to all instructional and family engagement materials necessary for learning during virtual and in-person instruction. Funding for this amended contract will be through Title 1.

The Teaching Strategies, LLC contract provides opportunities for ongoing learning for all teachers, paraprofessionals, and classroom assistants in the implementation of the approved Creative Curriculum and Gold Assessment Programs. The Creative Cloud Subscription shows alignment to the Connecticut Early Learning and Development Standards and Connecticut Developmental Observation and Teaching System (CT DOTS).

The amount of the original contract is \$180,517.20. The amount of the contract as amended will be \$274,742.04.

**Amendment Number 1**  
**to**  
**Professional Services Agreement**  
**RFP No. 6295**  
**for**  
**Early Childhood Pre-School Curriculum**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Teaching Strategies, LLC**

**THIS AMENDMENT**, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut ("City") and Teaching Strategies, LLC, a State of Delaware duly registered foreign limited liability company doing business at 4500 East-West Highway, Suite #300, Bethesda, Maryland ("TS").

**WHEREAS**, the parties hereto entered into a Professional Services Agreement RFP 6295 for Early Childhood Pre-School Curriculum commencing on July 1, 2020 ("Contract"); and

**WHEREAS**, the parties wish to amend said Contract to add 46 units of Creative Cloud for Preschool to the Scope of Services for years 1-3 of the Contract Time and to adjust the fee schedule accordingly.

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

1. Paragraph 6.1 shall be deleted and replaced with the following language:

**"6.1. Fee Schedule.** The fee payable to TS shall not exceed **TWO HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED FORTY-TWO DOLLARS AND FOUR CENTS (\$274,742.04)** for the entire five-year Contract Time in accordance with TS Pricing Schedule set forth in **Attachment A** and as follows;

- 6.1.1 Teaching Strategies Gold Assessment Portfolio Fee  
\$15.95 per student/portfolios for 930 students/portfolios  
Amount not to exceed for entire five year Contract Time:  
**\$74,167.50**
- 6.1.2 Creative Curriculum Digital Resources-Subscription Fee  
1 Unit:  
Amount not to exceed for entire five year Contract Time:  
**\$1,250.00**

6.1.3 Creative Cloud for Preschool\* – Subscription Fee  
46 Units Years 1, 2, & 3 of Contract Term  
Amount not to exceed for years 1, 2, & 3 of Contract Time:

**\$73,599.54**

\* as described in Schedule A attached hereto and made a part hereof

6.1.4 Creative Curriculum Digital Resources - Subscription Fee  
46 Units, Years 4 & 5 of Contract Time  
Amount not to exceed for years 4 and 5 of Contract Time:

**\$23,500.00**

6.1.5 Professional Development Implementing Creative Curriculum  
Day 1 and Day 2 -A fee of \$2,380 per day per consultant will  
be charged. Due to the size of staff, we require 2 consultants  
per day.

Amount not to exceed for entire five year Contract Time:

**\$47,600.00**

6.1.6 Credit for 46 units of Creative Curriculum Digital Resources  
to be paid to City by TS within thirty (30) days of City's payment  
of the amount set forth in section 6.1.3 above:

**(\$54,625)**

6.1.7 Total Compensation for the five year Contract Time

In an amount not to exceed: **\$274,742.04**

**3.** All other terms, conditions and provisions of the Contract remain in full force and effect  
and binding upon the parties.

(The next page is the signature page)



**IN WITNESS WHEREOF**, the parties hereto executed this Amendment Number 1 on the dates indicated below.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF WATERBURY**


By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**TEACHING STRATEGIES, LLC**

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

Its Chief Financial Officer

Date: 1/27/2021

## SCHEDULE A

***The Creative Curriculum® Cloud*** takes Teaching Strategies' leading early childhood curricula online to support educators as they bring a content-rich, developmentally appropriate curriculum to life in an early childhood classroom or at home in partnership with families. More than a digital curriculum, ***The Creative Curriculum® Cloud***:

- Integrates essential components of teaching in a single digital experience (curriculum, family engagement, and professional development) and communication tools including a family mobile app with integrated chat/messaging capability;
- Allows educators to quickly pivot between in class, hybrid and distance learning in ways that promote reliable, individualized and equitable access for all children and families;
- Supports both teachers and families with developmentally appropriate learning experiences that build children's confidence, creativity, and critical thinking skills regardless of setting – in class or remote;
- Focuses on social-emotional learning while delivering academic rigor alongside cognitive skills, meaningful interactions and physical well-being in a whole child approach;
- Enables quick, efficient and secure communication between educators and families; Includes powerful weekly planning for teachers that helps facilitate informed, individual instruction;
- Provides 24/7 access to all curriculum resources on a device;
- Provides materials in Spanish that are not just translated, but *trans-adapted* to ensure the cultural relevance of all content for Spanish-speaking children and families, and to support and connect learning experiences;
- Helps educators navigate classroom transitions successfully with strategies to build a strong community; and
- Provides flexible, dynamic support and guidance to educators as they navigate the uncertainty of the year ahead and the potential for new learning configurations.



THE CITY OF WATERBURY

**MEMORANDUM**

**From:** Delinquent Tax Office

**Date:** 01/28/2021

**To:** Maureen Bergin- Office of Early Childhood  
Department of Education

**Subject:** Tax Clearance

---

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

Teaching Strategies, LLC  
4500 East-West Highway, Suite #300  
Bethesda, MD 20814

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

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury

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

**Contract Recipient or Vendor Name:** Teaching Strategies, LLC

**Requesting Department:** BOE

**Department Contact:** Maureen Bergin

**Description of Work To Be Performed:** Early Childhood Preschool Curriculum

**Estimated Contract Duration and End Date:** multi

---

**Date Reviewed:** 12/16/20

**Insurance Certificate Term:** 3/27/20-3/27/21

**Payment / Performance Bond:**

**Verification of Existence of Fidelity and Surety in CT**  
<https://portal.ct.gov/-/media/CID/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)

12/15/2020

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><br>Arthur J. Gallagher Risk Management Services, Inc.<br>2850 Golf Road<br>Rolling Meadows IL 60008 | <b>CONTACT NAME:</b> Shannon Lentz                                   |                                    |               |
|                                                                                                                     | <b>PHONE (A/C, No, Ext):</b> 630-285-4418                            | <b>FAX (A/C, No):</b> 630-285-3922 |               |
|                                                                                                                     | <b>E-MAIL ADDRESS:</b> shannon_lentz@ajg.com                         |                                    |               |
| <b>INSURED</b><br>Teaching Strategies, LLC<br>4500 East West Highway<br>Suite 300<br>Bethesda MD 20814              | <b>INSURER(S) AFFORDING COVERAGE</b>                                 |                                    | <b>NAIC #</b> |
|                                                                                                                     | <b>INSURER A:</b> National Union Fire Insurance Company of Pittsburg |                                    | 19445         |
|                                                                                                                     | <b>INSURER B:</b> Great Northern Insurance Company                   |                                    | 20303         |
|                                                                                                                     | <b>INSURER C:</b> Federal Insurance Company                          |                                    | 20281         |
|                                                                                                                     | <b>INSURER D:</b> Chubb Indemnity Insurance Company                  |                                    | 12777         |
|                                                                                                                     | <b>INSURER E:</b>                                                    |                                    |               |
| <b>INSURER F:</b>                                                                                                   |                                                                      |                                    |               |

**COVERAGES****CERTIFICATE NUMBER:** 1953791760**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                                                                                                                                                                                                                           |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y         | Y        | 36054236      | 3/27/2020               | 3/27/2021               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ |
| B        | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                   |           |          | 73614380      | 3/27/2020               | 3/27/2021               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                  |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                     |           |          | 79896741      | 3/27/2020               | 3/27/2021               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                   |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                          | Y/N<br>N  | N/A      | 71833667      | 3/27/2020               | 3/27/2021               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                        |
| A        | Tech E&O, Publishers Liability                                                                                                                                                                                                                                                                                                                         |           |          | 018420285     | 9/30/2020               | 9/30/2021               | Agg/Per Claim 5,000,000                                                                                                                                                                                                          |

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

RE: Project: Early Childhood Preschool Curriculum # 6295 ; Requesting bids for purchase of a preschool curriculum that includes software, teacher guides. The City Waterbury and the BOE are shown as Additional Insureds solely with respect to the General Liability coverage as evidenced herein on a primary/non-contributory basis as required by written contract. A Waiver of Subrogation is included under the General Liability coverage as evidenced herein as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                            |                                                                                                                                                                |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Waterbury<br>236 Grand St #1<br>Waterbury CT 06702 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                            | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

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CITY OF WATERBURY  
DEPARTMENT OF FINANCE - RISK MANAGEMENT  
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Don LoRusso at [dlorusso@waterburyvt.org](mailto:dlorusso@waterburyvt.org). Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: Office of Early Childhood

Requesting Department Contact: Maureen Bergin 203-574-8024

Detailed description of Work/Services to be Performed:

To provide a multi-tiered curriculum for 3 and 4 year old students enrolled in the City of Waterbury preschool program. English Learner, Differentiated instruction & supports necessary.

Environmental Services Included - If yes, describe:

NA

Medical Services Included - If yes, describe:

NA

Hazardous Substances - If yes, describe:

NA

Will Use of Subcontractors be Permitted?

No

Summarize any other Special Conditions:

explain (info. in

Estimated Cost:

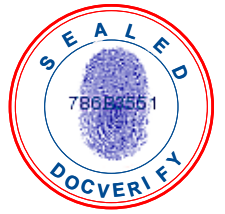
TBD

Contract Term:

6 years

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:





## City of Waterbury Disclosure and Certification Affidavit.pdf

DocVerify ID: 786B3551-1716-4A96-BF61-BD91A1F2457A  
Created: January 27, 2021 12:59:28 -8:00  
Pages: 5  
Remote Notary: Yes / State: MD

This document is a DocVerify VeriVaulted protected version of the document named above. It was created by a notary or on the behalf of a notary, and it is also a DocVerify E-Sign document, which means this document was created for the purposes of Electronic Signatures and/or Electronic Notary. Tampered or altered documents can be easily verified and validated with the DocVerify veriCheck system. This remote online notarization involved the use of communication technology.

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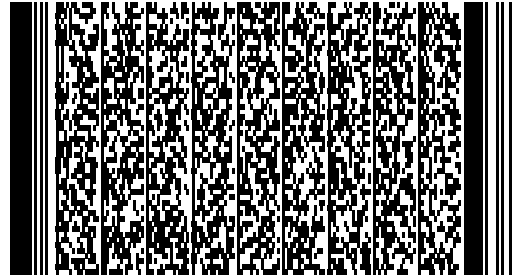
### E-Signature Summary

#### E-Signature 1: Christine Skelley (CLS)

January 27, 2021 13:10:57 -8:00 [7701E717DF7F] [96.255.66.156]  
christine.s@teachingstrategies.com (Principal) (Personally Known)

#### E-Signature Notary: Rashae Travers-Oni (RTO)

January 27, 2021 13:10:57 -8:00 [C688EA516436] [71.163.240.131]  
rayetravers@gmail.com  
I, Rashae Travers-Oni, did witness the participants named above  
electronically sign this document.



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

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

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

State of Maryland

SS.: EIN: 37-1660007

County of Prince George's

Christine Skelley, being first duly  
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Legal Affairs Manager** of Teaching Strategies, LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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



# CITY OF WATERBURY

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

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

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

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

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

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

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

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

| Organization<br>Name | Address | Type of Ownership |
|----------------------|---------|-------------------|
| 1 NONE               |         |                   |
| 2                    |         |                   |
| 3                    |         |                   |
| 4                    |         |                   |

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

786B3551-1716-4A96-BF61-BD91A1F2457A --- 2021/01/27 12:59:28 -800 --- Remote Notary



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

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

| Name   | Title | DOB | Stock % |
|--------|-------|-----|---------|
| 1 NONE |       |     |         |
| 2      |       |     |         |
| 3      |       |     |         |
| 4      |       |     |         |

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

| Name   | Title | Affiliated Company<br>(if none state NONE) | Address | DOB |
|--------|-------|--------------------------------------------|---------|-----|
| 1 NONE |       |                                            |         |     |
| 2      |       |                                            |         |     |
| 3      |       |                                            |         |     |
| 4      |       |                                            |         |     |

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

| TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL<br>PLACE<br>OF BUSINESS |
|------------|---------------------------------|-----------------------------------|
| 1 NONE     |                                 |                                   |
| 2          |                                 |                                   |
| 3          |                                 |                                   |
| 4          |                                 |                                   |

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

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business





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

By: Teaching Strategies, LLC  
Name of General Partner/ ~~Sole Proprietor~~

4500 East-West Highway Suite #300 Bethesda, MD 20814  
Address of Business

State of Maryland )  
 ) SS

County of Prince George's )

Christine Skelley being duly sworn,

Deposes and says that he/she is Legal Affairs Manager of Teaching Strategies, LLC and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 27th day of January 2021.

My Commission Expires: 6/9/2021 (Notary Public)

**For Corporation**

**RASHAE ADELE. TRAVERS-ONI**  
NOTARY PUBLIC  
PRINCE GEORGES COUNTY  
MARYLAND  
My Commission Expires Jun 09, 2021

Witness

Christine Skelley  
Name of Corporate Signatory

4500 East-West Highway Suite #300 Bethesda, MD 20814  
Address of Business

Affix  
Corporate  
Seal

By: Christine Skelley  
Name of Authorized Corporate Officer

Its: Legal Affairs Manager  
Title

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

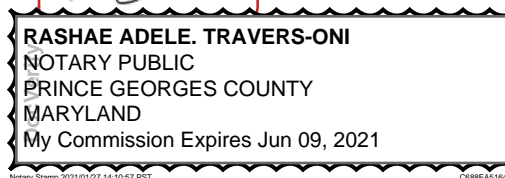
State of Maryland )  
 ) SS  
County of Prince George's )

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that he/she answers to the foregoing questions and all statements therein are true and  
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Subscribed and sworn to before me this 27th day of January 2021.

My Commission Expires: 6/9/2021

(Notary Public)



Notary Stamp 2021/01/27 14:10:57 PST

088EA516436



# ***Waterbury Board of Education***

**FY 2020-2021**

***Monthly Expenditure Report***

**December 2020**

| ACCOUNT                  | CLASSIFICATION                   | FY 21 ORIGINAL<br>BUDGET | FY 21 ADJUSTED<br>BUDGET | DECEMBER<br>EXPENDITURE | DECEMBER<br>ENCUMBRANCE | CURRENT<br>BALANCE  | PROJECTED<br>EXP.    | PROJECTED<br>DIFFERENCE |
|--------------------------|----------------------------------|--------------------------|--------------------------|-------------------------|-------------------------|---------------------|----------------------|-------------------------|
| <b>Salaries</b>          |                                  |                          |                          |                         |                         |                     |                      |                         |
| 511101                   | Administrators                   | \$8,551,263              | \$8,551,263              | \$4,206,594             | \$0                     | \$4,344,669         | \$8,551,263          | \$0                     |
| 511102                   | Teachers                         | \$60,803,778             | \$60,803,778             | \$24,990,373            | \$0                     | \$35,813,405        | \$61,621,977         | (\$818,199)             |
| 511104                   | Superintendent                   | \$415,000                | \$415,000                | \$163,864               | \$0                     | \$251,136           | \$281,364            | \$133,636               |
| 511106                   | Early Incentive Certified        | \$825,115                | \$825,115                | \$807,347               | \$0                     | \$17,768            | \$825,115            | \$0                     |
| 511107                   | Certified Coaches                | \$770,000                | \$770,000                | \$174,172               | \$0                     | \$595,828           | \$595,000            | \$175,000               |
| 511108                   | School Psychologists             | \$1,794,756              | \$1,794,756              | \$520,211               | \$0                     | \$1,274,545         | \$1,614,568          | \$180,188               |
| 511109                   | School Social Workers            | \$1,939,578              | \$1,939,578              | \$725,275               | \$0                     | \$1,214,303         | \$1,892,120          | \$47,458                |
| 511110                   | Speech Pathologists              | \$2,276,093              | \$2,276,093              | \$802,983               | \$0                     | \$1,473,110         | \$2,193,632          | \$82,461                |
| 511113                   | Extra Compensatory Stipend       | \$105,000                | \$105,000                | \$0                     | \$0                     | \$105,000           | \$105,000            | \$0                     |
| 511201                   | Non-Certified Salaries           | \$2,571,929              | \$2,571,929              | \$776,115               | \$0                     | \$1,795,814         | \$2,571,929          | \$0                     |
| 511202                   | Clerical Wages                   | \$1,099,960              | \$1,099,960              | \$501,275               | \$0                     | \$598,684           | \$1,099,960          | \$0                     |
| 511204                   | Crossing Guards                  | \$332,740                | \$332,740                | \$131,232               | \$0                     | \$201,508           | \$332,740            | \$0                     |
| 511206                   | Educational                      | \$589,509                | \$589,509                | \$93,890                | \$0                     | \$495,619           | \$589,509            | \$0                     |
| 511212                   | Substitute Teachers              | \$2,945,000              | \$2,945,000              | \$469,040               | \$1,523,574             | \$952,386           | \$2,205,988          | \$739,012               |
| 511215                   | Cafeteria Aides                  | \$80,000                 | \$80,000                 | \$96,022                | \$0                     | (\$16,022)          | \$50,000             | \$30,000                |
| 511217                   | Library Aides                    | \$172,837                | \$172,837                | \$46,379                | \$0                     | \$126,458           | \$172,837            | \$0                     |
| 511219                   | School Clerical                  | \$1,891,750              | \$1,891,750              | \$821,526               | \$0                     | \$1,070,224         | \$1,891,750          | \$0                     |
| 511220                   | Fiscal Administration            | \$581,739                | \$581,739                | \$233,860               | \$0                     | \$347,879           | \$581,739            | \$0                     |
| 511222                   | Transportation Coordinator       | \$106,919                | \$106,919                | \$50,428                | \$0                     | \$56,491            | \$106,919            | \$0                     |
| 511223                   | Office Aides                     | \$170,000                | \$170,000                | \$69,844                | \$0                     | \$100,156           | \$170,000            | \$0                     |
| 511225                   | School Maintenance Non-Certified | \$2,538,249              | \$2,538,249              | \$881,796               | \$0                     | \$1,656,453         | \$2,313,249          | \$225,000               |
| 511226                   | Custodians Non-Certified         | \$5,820,266              | \$5,820,266              | \$2,277,819             | \$0                     | \$3,542,447         | \$5,470,266          | \$350,000               |
| 511227                   | Overtime - Outside Activities    | \$250,000                | \$250,000                | \$8,433                 | \$0                     | \$241,567           | \$250,000            | \$0                     |
| 511228                   | Paraprofessionals                | \$10,923,377             | \$10,923,377             | \$3,948,675             | \$0                     | \$6,974,702         | \$10,598,377         | \$325,000               |
| 511229                   | Bus Duty                         | \$250,000                | \$250,000                | \$0                     | \$0                     | \$250,000           | \$220,000            | \$30,000                |
| 511232                   | Attendance Counselors            | \$122,051                | \$122,051                | \$46,550                | \$0                     | \$75,501            | \$122,051            | \$0                     |
| 511233                   | ABA Behaviorial Therapist        | \$1,748,689              | \$1,748,689              | \$674,990               | \$0                     | \$1,073,699         | \$1,723,689          | \$25,000                |
| 511234                   | Interpreters                     | \$185,653                | \$185,653                | \$51,740                | \$0                     | \$133,913           | \$185,653            | \$0                     |
| 511237                   | Swing Space                      | \$0                      | \$0                      | \$0                     | \$0                     | \$0                 | \$0                  | \$0                     |
| 511650                   | Overtime                         | \$690,000                | \$690,000                | \$197,805               | \$0                     | \$492,195           | \$690,000            | \$0                     |
| 511653                   | Longevity                        | \$12,410                 | \$12,410                 | \$11,765                | \$0                     | \$645               | \$12,410             | \$0                     |
| 511700                   | Extra Police Protection          | \$539,387                | \$539,387                | \$3,600                 | \$0                     | \$535,787           | \$539,387            | \$0                     |
| 511800                   | Vacation and Sick Term Payout    | \$230,000                | \$230,000                | \$113,360               | \$0                     | \$116,640           | \$230,000            | \$0                     |
| 522501                   | Health Insurance-General         | \$6,000,000              | \$6,000,000              | \$6,000,000             | \$0                     | \$0                 | \$6,000,000          | \$0                     |
| 529001                   | Car Allowance                    | \$75,000                 | \$75,000                 | \$26,502                | \$0                     | \$48,498            | \$75,000             | \$0                     |
| 529003                   | Meal Allowances                  | \$19,800                 | \$19,800                 | \$5,100                 | \$1,897                 | \$12,803            | \$19,800             | \$0                     |
| <b>Subtotal Salaries</b> |                                  | <b>\$117,427,847</b>     | <b>\$117,427,847</b>     | <b>\$49,928,564</b>     | <b>\$1,525,471</b>      | <b>\$65,973,812</b> | <b>\$115,903,291</b> | <b>\$1,524,556</b>      |

| ACCOUNT                            | CLASSIFICATION                  | FY 21 ORIGINAL<br>BUDGET | FY 21 ADJUSTED<br>BUDGET | DECEMBER<br>EXPENDITURE | DECEMBER<br>ENCUMBRANCE | CURRENT<br>BALANCE | PROJECTED<br>EXP.   | PROJECTED<br>DIFFERENCE |
|------------------------------------|---------------------------------|--------------------------|--------------------------|-------------------------|-------------------------|--------------------|---------------------|-------------------------|
| <b>Purchased Services</b>          |                                 |                          |                          |                         |                         |                    |                     |                         |
| 533009                             | Evaluation                      | \$25,000                 | \$25,000                 | \$48                    | \$47                    | \$24,905           | \$25,000            | \$0                     |
| 533020                             | Consulting Services             | \$422,125                | \$422,125                | \$123,863               | \$138,852               | \$159,410          | \$422,125           | \$0                     |
| 533100                             | Auditing                        | \$52,000                 | \$52,000                 | \$36,738                | \$15,250                | \$12               | \$52,000            | \$0                     |
| 539005                             | Sporting Officials              | \$35,000                 | \$29,593                 | \$0                     | \$0                     | \$29,593           | \$29,593            | \$0                     |
| 539008                             | Messenger Service               | \$24,978                 | \$29,178                 | \$10,934                | \$14,626                | \$3,618            | \$29,178            | \$0                     |
| 543000                             | General Repairs & Maintenance   | \$1,370,700              | \$1,385,700              | \$464,715               | \$375,117               | \$545,868          | \$1,385,700         | \$0                     |
| 543011                             | Maintenance - Service Contracts | \$730,000                | \$730,000                | \$280,118               | \$441,155               | \$8,727            | \$730,000           | \$0                     |
| 544002                             | Building Rental                 | \$562,674                | \$562,674                | \$290,914               | \$240,010               | \$31,750           | \$562,674           | \$0                     |
| 545002                             | Water                           | \$270,000                | \$270,000                | \$57,642                | \$0                     | \$212,358          | \$270,000           | \$0                     |
| 545006                             | Electricity                     | \$3,129,855              | \$3,129,855              | \$1,211,311             | \$0                     | \$1,918,544        | \$3,129,855         | \$0                     |
| 545013                             | Security/Safety                 | \$125,000                | \$125,000                | \$19,723                | \$48,534                | \$56,743           | \$125,000           | \$0                     |
| 551000                             | Pupil Transportation            | \$16,010,303             | \$16,010,303             | \$3,558,456             | \$12,450,461            | \$1,386            | \$16,010,303        | \$0                     |
| 553001                             | Postage                         | \$70,000                 | \$70,000                 | \$28,201                | \$0                     | \$41,799           | \$70,000            | \$0                     |
| 553002                             | Telephone                       | \$250,000                | \$250,000                | \$92,086                | \$8,568                 | \$149,346          | \$250,000           | \$0                     |
| 553005                             | Wide-area Network (SBC)         | \$93,600                 | \$78,600                 | (\$2,474)               | \$5,714                 | \$75,359           | \$78,600            | \$0                     |
| 556055                             | Tuition - Outside               | \$9,515,000              | \$9,515,000              | \$1,829,698             | \$5,418,378             | \$2,266,924        | \$9,990,000         | (\$475,000)             |
| 556056                             | Purchased Service - Outside     | \$3,000,000              | \$3,000,000              | \$485,417               | \$2,480,772             | \$33,811           | \$3,050,000         | (\$50,000)              |
| 557000                             | Tuition Reimbursement           | \$6,000                  | \$6,000                  | \$3,545                 | \$0                     | \$2,455            | \$6,000             | \$0                     |
| 558000                             | Travel Expenses                 | \$20,000                 | \$20,000                 | \$0                     | \$0                     | \$20,000           | \$20,000            | \$0                     |
| 559001                             | Advertising                     | \$20,000                 | \$20,000                 | \$5,467                 | \$0                     | \$14,533           | \$20,000            | \$0                     |
| 559002                             | Printing & Binding              | \$30,000                 | \$30,000                 | \$5,253                 | \$775                   | \$23,972           | \$30,000            | \$0                     |
| 559104                             | Insurance - Athletics           | \$23,500                 | \$24,707                 | \$24,707                | \$0                     | \$0                | \$24,707            | \$0                     |
| <b>Subtotal Purchased Services</b> |                                 | <b>\$35,785,735</b>      | <b>\$35,785,735</b>      | <b>\$8,526,361</b>      | <b>\$21,638,262</b>     | <b>\$5,621,112</b> | <b>\$36,310,735</b> | <b>(\$525,000)</b>      |
| <b>Supplies/Materials</b>          |                                 |                          |                          |                         |                         |                    |                     |                         |
| 561100                             | Instructional Supplies          | \$1,620,000              | \$1,620,000              | \$541,015               | \$249,001               | \$829,984          | \$1,620,000         | \$0                     |
| 561200                             | Office Supplies                 | \$71,840                 | \$71,840                 | \$31,113                | \$15,846                | \$24,881           | \$71,840            | \$0                     |
| 561204                             | Emergency/Medical Supplies      | \$4,000                  | \$4,000                  | \$0                     | \$0                     | \$4,000            | \$4,000             | \$0                     |
| 561210                             | Intake Center Supplies          | \$3,500                  | \$3,500                  | \$2,528                 | \$0                     | \$972              | \$3,500             | \$0                     |
| 561211                             | Recruitment Supplies            | \$50,000                 | \$50,000                 | \$19,156                | \$4,938                 | \$25,906           | \$50,000            | \$0                     |
| 561212                             | Medicaid Supplies               | \$12,500                 | \$12,500                 | \$2,728                 | \$1,340                 | \$8,432            | \$12,500            | \$0                     |
| 561501                             | Diesel                          | \$154,815                | \$154,815                | \$21,887                | \$132,928               | \$0                | \$154,815           | \$0                     |
| 561503                             | Gasoline                        | \$35,000                 | \$35,000                 | \$12,733                | \$5,240                 | \$17,027           | \$35,000            | \$0                     |
| 561505                             | Natural Gas                     | \$1,666,000              | \$1,666,000              | \$271,766               | \$0                     | \$1,394,234        | \$1,666,000         | \$0                     |
| 561507                             | Janitorial Supplies             | \$235,000                | \$235,000                | \$68,482                | \$158,352               | \$8,167            | \$235,000           | \$0                     |
| 561508                             | Electrical Supplies             | \$50,000                 | \$50,000                 | \$12,375                | \$6,296                 | \$31,329           | \$50,000            | \$0                     |
| 561509                             | Plumbing Supplies               | \$100,000                | \$100,000                | \$26,943                | \$14,314                | \$58,743           | \$100,000           | \$0                     |
| 561510                             | Building & Ground Supplies      | \$150,000                | \$150,000                | \$76,097                | \$35,836                | \$38,067           | \$150,000           | \$0                     |
| 561511                             | Propane                         | \$301,563                | \$301,563                | \$102,241               | \$199,322               | \$0                | \$301,563           | \$0                     |
| 567000                             | Clothing Supplies               | \$40,000                 | \$40,000                 | \$0                     | \$31,519                | \$8,481            | \$40,000            | \$0                     |
| 567001                             | Crossing Guard Uniforms         | \$2,000                  | \$2,000                  | \$1,591                 | \$72                    | \$337              | \$2,000             | \$0                     |
| 569010                             | Recreational Supplies           | \$20,000                 | \$20,000                 | \$0                     | \$0                     | \$20,000           | \$20,000            | \$0                     |
| 569029                             | Athletic Supplies               | \$130,000                | \$130,000                | \$62,267                | \$11,072                | \$56,661           | \$130,000           | \$0                     |
| <b>Subtotal Supplies/Materials</b> |                                 | <b>\$4,646,218</b>       | <b>\$4,646,218</b>       | <b>\$1,252,920</b>      | <b>\$866,077</b>        | <b>\$2,527,221</b> | <b>\$4,646,218</b>  | <b>\$0</b>              |
| <b>Property</b>                    |                                 |                          |                          |                         |                         |                    |                     |                         |
| 575008                             | Furniture-Misc.                 | \$50,000                 | \$50,000                 | \$8,798                 | \$166                   | \$41,036           | \$50,000            | \$0                     |
| 575200                             | Office Equipment                | \$160,000                | \$160,000                | \$19,843                | \$33,678                | \$106,479          | \$160,000           | \$0                     |
| 575408                             | Plant Equipment                 | \$40,000                 | \$40,000                 | \$3,587                 | \$8,633                 | \$27,780           | \$40,000            | \$0                     |
| <b>Subtotal Property</b>           |                                 | <b>\$250,000</b>         | <b>\$250,000</b>         | <b>\$32,228</b>         | <b>\$42,477</b>         | <b>\$175,295</b>   | <b>\$250,000</b>    | <b>\$0</b>              |

| ACCOUNT                             | CLASSIFICATION             | FY 21 ORIGINAL<br>BUDGET | FY 21 ADJUSTED<br>BUDGET | DECEMBER<br>EXPENDITURE | DECEMBER<br>ENCUMBRANCE | CURRENT<br>BALANCE  | PROJECTED<br>EXP.    | PROJECTED<br>DIFFERENCE |
|-------------------------------------|----------------------------|--------------------------|--------------------------|-------------------------|-------------------------|---------------------|----------------------|-------------------------|
| <b>Other/Miscellaneous</b>          |                            |                          |                          |                         |                         |                     |                      |                         |
| 589021                              | Mattatuck Museum           | \$13,000                 | \$13,000                 | \$2,090                 | \$10,466                | \$444               | \$12,556             | \$444                   |
| 589034                              | Board of Ed Commissioners  | \$20,700                 | \$20,700                 | \$10,350                | \$0                     | \$10,350            | \$20,700             | \$0                     |
| 589036                              | Emergency Fund             | \$9,500                  | \$9,500                  | \$0                     | \$0                     | \$9,500             | \$9,500              | \$0                     |
| 589201                              | Mileage                    | \$20,000                 | \$20,000                 | \$1,263                 | \$0                     | \$18,737            | \$20,000             | \$0                     |
| 589205                              | Coaches Reimbursements     | \$7,000                  | \$7,000                  | \$0                     | \$0                     | \$7,000             | \$7,000              | \$0                     |
| 589900                              | Dues & Publications        | \$60,000                 | \$60,000                 | \$55,986                | \$0                     | \$4,014             | \$60,000             | \$0                     |
| 591002                              | Transfer to Sinking Fund   | \$0                      | \$0                      | \$0                     | \$0                     | \$0                 | \$1,000,000          | (\$1,000,000)           |
| 591004                              | Athletic Revolving Fund    | \$135,000                | \$135,000                | \$10,000                | \$0                     | \$125,000           | \$135,000            | \$0                     |
| <b>Total Other/Miscellaneous</b>    |                            | <b>\$265,200</b>         | <b>\$265,200</b>         | <b>\$79,689</b>         | <b>\$10,466</b>         | <b>\$175,045</b>    | <b>\$1,264,756</b>   | <b>(\$999,556)</b>      |
| <b>GRAND TOTAL OPERATING BUDGET</b> |                            | <b>\$158,375,000</b>     | <b>\$158,375,000</b>     | <b>\$59,819,763</b>     | <b>\$24,082,753</b>     | <b>\$74,472,484</b> | <b>\$158,375,000</b> | <b>\$0</b>              |
| <b>Other Additional Funding</b>     |                            |                          |                          |                         |                         |                     |                      |                         |
|                                     | Alliance Non-Reform/Reform | \$23,442,782             | \$23,442,782             | \$8,779,600             | \$0                     | \$14,663,182        | \$23,442,782         | \$0                     |
|                                     | GF Surplus 15-16           | \$1,000,000              | \$1,000,000              | \$0                     | \$0                     | \$1,000,000         | \$0                  | \$1,000,000             |
|                                     | GF Surplus 14-15           | \$1,000,000              | \$1,000,000              | \$0                     | \$0                     | \$1,000,000         | \$0                  | \$1,000,000             |
|                                     | GF Surplus 16-17           | \$450,000                | \$450,000                | \$0                     | \$0                     | \$450,000           | \$0                  | \$450,000               |
|                                     | Contingency Surplus        | \$675,000                | \$675,000                | \$0                     | \$0                     | \$675,000           | \$0                  | \$675,000               |
|                                     | City Non Lapsing Account   | \$500,000                | \$500,000                | \$0                     | \$0                     | \$500,000           | \$0                  | \$500,000               |
| <b>Total Additional Funding</b>     |                            | <b>\$27,067,782</b>      | <b>\$27,067,782</b>      | <b>\$8,779,600</b>      | <b>\$0</b>              | <b>\$18,288,182</b> | <b>\$23,442,782</b>  | <b>\$3,625,000</b>      |
| <b>GRAND TOTAL ALL FUNDING</b>      |                            | <b>\$185,442,782</b>     | <b>\$185,442,782</b>     | <b>\$68,599,363</b>     | <b>\$24,082,753</b>     | <b>\$92,760,666</b> | <b>\$181,817,782</b> | <b>\$3,625,000</b>      |

## Bylaws of the Board

9010(a)

**Organization**

- a) The Board of Education shall consist of the Mayor and ten elected members. Six members shall constitute a quorum. The Mayor is the Chairman Ex-Officio of the Board. The members of the Board shall elect, by majority vote, a President, Vice-President, and Secretary.
- b) The organizational meeting of the Board shall be held at such time as the Mayor may direct or on December 1<sup>st</sup> of each odd numbered year. The meeting shall be called to order by the Chairman. Before acting, the members shall be duly sworn to the faithful performance of the duties of their office as prescribed by law. The Board shall proceed to elect by roll call by a majority of its members, present and absent, a President, Vice President, and Secretary.
- c) The Board may allow student representatives to the Board of Education consistent with Corporation Counsel's opinion of December 31, 2018 and Board policy.

**Public Meetings**

- a) All meetings of the Board of Education shall be open to the public with the exception of executive sessions (cf. 9320 – Meetings)
- b) All meetings of the Board shall be held at its office or at any other place designated by a majority vote of the Board.
- c) The Board shall hold its regular meetings on the third Thursday of each month. The President of the Board shall have the discretion to reschedule meetings under the above formula if conflicts arise.
- d) All meetings shall be held at 6:30 p.m. or at any other time designated by the majority vote of the Board. Committee meetings shall be held at 5:30 p.m., unless otherwise designated by the Chairman.
- e) Special meetings may be called and held whenever requested in writing by any three members. The written request shall contain a description of the matters to be considered, and shall be sent to the President of the Board with a copy to the Clerk of the Board. No business shall be transacted at such special meeting other than that specified in the call.
- f) Citizens are encouraged to submit prepared written statements to the Commissioners. Comments by an individual shall be limited to a maximum of five (5) minutes. Commissioners believe that this will permit wider participation while also expediting the business of the meeting.
- g) Commissioners may respond to the concerns and/or comments of public speakers only with the permission of the Chair and **without debate**.
- h) Smoking will not be permitted in any room in which a meeting of the Board of Education is being conducted (cf. 1331 – Smoking in School Facilities).
- i) During meetings of the Board of Education, all cellphones or other electronic communication devices shall be turned off or changed to a silence mode.

# Bylaws of the Board

9010(b)

## Executive Sessions

The public may be excluded from meetings of the Board of Education which are declared to be executive sessions. Executive sessions may be held upon a two-thirds vote of the members present and voting taken at a public meeting for only one or more of the following reasons, and may not be held for any other reason:

1. Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee, provided that such individual may require that discussion be held at an open meeting.
2. Strategy and negotiations with respect to pending claims and litigation.
3. Matters concerning security strategy or the deployment of security personnel, or devices affecting public security.
4. Discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned.
5. Discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) of section 1-19 of the Connecticut General Statutes.

## Construction of the Agenda

The Superintendent in cooperation with the President of the Board of Education shall prepare an agenda for each meeting. Any member of the Board of Education may call the Superintendent to request an item be placed on the agenda. Deadline for requests is 48 hours prior to the legally required public posting of the agenda. Finalization of the agenda lies with the Board President.

## Posting of the Agenda

At least 24 hours prior to the time of the meeting, the agenda shall be posted in the Office of the Board of Education and in the Office of City Clerk and shall be filed in the Superintendent's Office.

## Duties of the Chairman

The Chairman shall call the Board to order at the **appointed hour**, or as soon as a quorum is present. It shall be the duty of the Chairman to assure that all proceedings are in compliance with the laws enacted by the General Assembly, these rules and regulations and, otherwise, parliamentary usage.



# Bylaws of the Board

9010(c)

## **Duties of the President**

- a) In the absence of the Chairman, the Board President shall preside at all Board meetings.
- b) The President shall appoint liaison positions as appropriate.
- c) The President shall appoint ad-hoc committees as needed.
- d) The President or his/her designee will conduct orientation/training for all new Board members.

## **Duties of the Vice President**

In the absence of Chairman and the President, the Vice President shall preside at the Board meeting.

## **Duties of the Secretary**

- a) Review and report minutes to the Board.
- b) In the absence of the Chairman, President, and Vice President, the Secretary shall preside at the Board meeting.

## **Order of Business**

- a) Business shall proceed in the following order, unless the Board otherwise directs:
  - 1. Silent Prayer
  - 2. Pledge Allegiance to the Flag
  - 3. Minutes of previous meeting
  - 4. Communications
  - 5. Public addresses the Board
  - 6. Superintendent's Report
  - 7. President's Comments
  - 8. Consent Calendar
  - 9. Committee reports
  - 10. Unfinished business of preceding meeting only
  - 11. Other unfinished, new, and miscellaneous business
  - 12. Adjournment
- b) The yeas and nays shall be taken and recorded by the Clerk of the Board whenever called for by any member of the Board.

## **Standing Committees**

- a) The President shall appoint the following standing committees, each consisting of a minimum of three members to serve two calendar years or less, the member first named to be chairperson, who will appoint a vice-chairperson:
  - 1) The Committee on Policy and Legislation
  - 2) The Committee on Curriculum
  - 3) The Committee on School Personnel
  - 4) The Committee on Building and School Facilities
  - 6) The Committee on Finance
  - 7) The Committee on Grievances

At least one member of each committee shall be a member of the minority party.

## Bylaws of the Board

9010(d)

- b) The President shall call committees together when requested to do so by the respective Chairperson, but in case the Chairperson refuses or neglects, then, at the request of the remaining members of the Committee, he shall call a meeting of the Committee, and a majority of the Committee shall constitute a quorum.
- c) Every report shall be signed by a majority of the Committee. A minority report in writing may be presented.
- d) All Committee actions are subject to the approval of the Board.
- e) The Board will allow electronic participation of members of Standing Committees and Ad-hoc Committees in accordance with Board Policy #9005 "Electronic Participation".

### **Committee on Policy and Legislation**

- a) The Committee on Policy and Legislation shall review all recommended additions, revisions or deletions of Policy, as referred by the Superintendent of Schools, pertaining to operation and functions of the School District. The Committee will maintain open communication with State and Federal officials regarding the district's needs and how they may be affected by proposed, pending, and/or enacted state and federal legislation.
- b) The Committee shall have general authority over the by-laws of the Board.
- c) The Committee will keep the Board abreast of any legislation that could impact the district.
- d) The Committee shall report to the Committee of the Whole prior to Board action. Approval of the full Board is required for all communications of positions on legislative issues on the Board's behalf.
- e) The Committee shall ensure alignment of Policy to Local, State, and Federal Enactments.
- f) The Committee shall evaluate the effectiveness of current standing committees bi-annually in October of the even years.

### **Committee on Curriculum**

- a) All proposals to add to or change the course of study or the textbooks used in the school system shall be referred to and reported upon by this Committee prior to the action by the Board. In reporting upon any such proposals, the Committee shall give due consideration to the recommendations of the Superintendent of Schools and the consultative groups acting under the provisions of School Board Policy.
- b) All requisitions for books, supplies and the like shall be presented to this Committee and/or its duly appointed representatives for approval.
- c) Proposals for special regulations or changes to regulations regarding instruction in the school system shall be submitted to the Committee for transmittal to the Board.
- d) Proposals for overnight field trips and/or to destinations outside the State of Connecticut shall be submitted to the Committee for transmittal to the Board.

### **Committee on School Personnel**

- a) The Committee on School Personnel shall act as an advisory body to the Superintendent in the appointment and transfer of teachers and in all other matters concerning the teaching and administrative and supervisory corps.
- b) The Committee shall conduct studies from time to time, as may appear necessary, regarding the number of teaching and supervisory personnel required to achieve the goals of the system and the salaries and other benefits required to obtain and retain professional personnel of a high caliber. Such studies shall include consultation with the Superintendent and other interested standing committees. The Committee shall report its findings and recommendations to the Superintendent for such use as he/she may require and for transmittal to the Board.

## Bylaws of the Board

9010(e)

- c) The Committee shall develop methods by which teachers' performance shall be evaluated to determine whether such performance meets the standards developed by the Board so as to entitle the teacher to advancement on the salary schedule if not at the maximum of the applicable schedule.
- d) The Committee shall also develop methods by which the performance of supervisors and administrators shall be evaluated to determine whether such performance meets the standards established by the Board for the administrative or supervisory position to which they are assigned.
- e) The Committee shall be responsible for reporting to the Board the names of those teachers, supervisors and/or administrators who should no longer be employed by the Board on the ground that they have failed to meet the standards established by the Board for their particular position, and should not be advanced to the next step in the applicable salary schedule because of their failure to meet the standards developed by the Board.

### Committee on Building and School Facilities-

- a) Subject to Board approval, the Committee on Building and School Facilities shall have general authority for the maintenance and operation of all buildings. The Committee shall report to the Board upon the desirability of constructing new buildings or enlarging pre-existing facilities. When so instructed by the Board, the Committee shall procure plans and specifications for additions or new facilities and submit them to the Board of its approval.
- b) The Committee shall coordinate the Board's operation of school buildings with other state and local authorities having an interest in the same, such as the Fire Department, the Health Department, the Plumbing Inspector, and the State Board of Education.
- c) The Committee shall supervise the appointment of all employees not otherwise provided for in these Policies, including such extra or part-time help as may be necessary, all in conformity with the Charter of the City of Waterbury, if applicable.
- d) The Committee shall exercise overall supervision of the school bus program. It shall consult with the administrative personnel who are assigned the responsibility of operating the program. The Committee shall conduct periodic studies of the effectiveness of the program and shall submit reports, recommendations, and proposals to the Board for its approval.
- e) The Committee shall present to the Board for its approval all requests for permission to use school buildings for all academic and/or non-academic purposes.

### Committee on Finance

- a) The Committee on Finance shall serve the Superintendent in an advisory capacity in conjunction with the preparation of the annual education budget and the Superintendent's presentation of the budget to the Board of Aldermen.
- b) The Committee shall be responsible for reviewing all grants and grant-funded contracts or agreements submitted for Board of Education approval for submission to the State and/or other agency.

- c) The Committee shall be responsible for seeing that the lunch program is running as efficiently as possible, both monetarily and nutritionally, and that it meets State and Federal mandates in regard to the nutrition of the children in the Waterbury Public Schools.
- d) Financial reports of all school entertainment and athletic events shall be reported to the Department of Education's Chief Operating Officer in writing within thirty days of the event and said Officer may control the disposition of the same, provided, that the Athletic Association of each high school may submit an annual financial report at the end of the school year in June, in lieu of monthly reports.

## Committee on Grievances

- a) The Committee on Grievances shall assist the Board in the Board's determination of grievances. All grievances shall be submitted to the Committee. The Committee, in conjunction with the President of the Board, shall schedule and hold the necessary hearings to comply with any collective bargaining agreement in effect between the Board and duly authorized representative of its employees or a group of its employees.
- b) The Clerk shall be responsible for the preparation and distribution of grievance forms.
- c) Committee members are expected to be present during all grievance hearings.

## Miscellaneous

~~Any procedures or provisions not covered by the Charter in the performance of this Board shall be governed by "The Scott, Foresman Robert's Rules of Order, Newly Revised".~~

Adopted December 1, 2017.  
Revised on January 18, 2018, August 16, 2018,  
September 20, 2018, February 21, 2019, and March 21, 2019.  
Adopted December 1, 2019.

**Policy 9012****Powers, Purposes, and Duties**

The board of education shall be responsible for the maintenance and operation of the public schools as required by law and by the Charter of the City of Waterbury. The board shall be responsible for carrying out the following duties:

- Interpret the needs of the community and the desired educational requirements to its professional organization.
- Elect the superintendent of schools, and approve the appointment of principals and anyone above the rank of principal.
- Work with the Superintendent of Schools to draft a proposed budget for transmittal to the Mayor.
- Provide the Board of Aldermen with statements of the need for additional school facilities, including proposed additions to or extensions of existing school buildings, and set forth such information as the Board of Education may deem appropriate.
- Approve preliminary and final plans and specifications for all new buildings and additions.
- Evaluate the total program of the schools in Waterbury and appraise the efficiency of executive personnel.
- Keep people intelligently informed of purposes, values, conditions and need of public education in Waterbury.
- Consider any other specific actions recommended by the superintendent of schools.
- Take any other actions required by law.

**Legal Reference:**

Connecticut General Statutes

10-221 Boards of education to prescribe rules

10-240 Control of schools

10-241 Powers of school districts

**Policy 9222****Resignation/Censure****Resignation**

If for reasons of health, change in domicile, or any other compelling reason a member does decide to terminate service, the board requests as early as possible notification of intent to resign so that the board may plan appropriately. When a member of a board of education shall cease to be a bona fide resident of the City of Waterbury, membership in the board shall immediately cease.

**Censure**

The board may vote to censure or reprimand a member by a two-thirds majority vote of the membership of the whole board.

(cf. 9120 - Officers and Auxiliary Personnel)

(cf. 9221 - Filling Vacancies).



**Policy 9270****Conflict of Interest/Code of Ethics**

The Board desires its members not only to adhere to all laws regarding conflict of interest, but to be continually aware of situations which have the appearance of conflict of interest and to avoid actions that might embarrass themselves or the board.

Board members shall comply with all statutes and ordinances governing conflicts of interest, including, but not limited to the provisions of Chapter 39 of the Waterbury Code of Ordinances, which sets forth the City's Code of Ethics and the rules regarding Conflicts of Interest for persons elected to City Boards.

**Legal Reference:****Connecticut General Statutes:**

7-479 Conflicts of Interest

10-156e Employees of boards of education permitted to serve as elected officials; exception.

10-232 Restrictions on employment of members of the board of education.

Chapter 39 of the Waterbury Code of Ordinances

**Policy 9314**

**Suspension of Policies**

The Board sets policy. The Superintendent's administration develops regulations to carry out said policies. The Board may review regulations at its discretion.

Policies, bylaws, and Board-adopted regulations may be suspended for a specified purpose, and for a limited time, by a majority vote of the Board.

Reference: Robert's Rules of Order, Newly Revised

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**Policy 9325**

**Quorum/Parliamentary Procedure/Rules of Order**

A majority of the voting Board membership shall constitute a quorum of the Board of Education. A quorum of any Board committee is defined as a majority of the assigned committee members.

The rules contained in Robert's Rules of Order, Newly Revised shall govern the proceedings of the Board of Education in all instances in which they are not inconsistent with the bylaws of the Board, state and local law.

The President shall preserve order and decorum, may speak to points of order in preference to other members, and shall decide all such questions, subject to an appeal to the Board by motion made and seconded; and no other business shall be in order until the question on the appeal shall have been decided.

Reference: Robert's Rules of Order, Newly Revised at Article VII, §43.  
Board Policy No. 9010.

**Policy 9327****Electronic Mail Communications**

Board member assigned E-mail addresses are intended to facilitate the expeditious distribution of information. Communication among Board members via e-mail should conform to the same standards as other forms of communication. (*i.e.*, committee meetings, etc.) as directed by the Freedom of Information Act.

**Guidelines for Board E-Mail Usage**

The Freedom of Information Act (the “Act”) mandates that all meetings of public bodies such as school Boards be open to the public. It is the policy of the Board of Education that E-mail\* shall not be used in such a manner as to deprive the public of the rights given to it under the Act. To that end, this bylaw sets forth guidelines for E-mail use by Board members when communicating with other Board members.

1. E-mail, like other written forms of communication relating to the conduct of public business is subject to the Freedom of Information Act and subject to disclosure unless otherwise privileged or exempt under the Act.
2. Board members shall not use email as a substitute for deliberations at public Board meetings, and/or shall not discuss policy matters or vote informally on any issues.
3. E-mail should be used to pass along factual information.
4. Discussion of personnel issues and other sensitive subjects should be avoided in e-mail communications. The confidentiality of employee data, student data, and other sensitive subjects must always be maintained.

\*other forms of electronic communication utilized by members should similarly comport with the guidelines set forth herein.

Legal Reference: Connecticut General Statutes

The Freedom of Information Act.

1-200 Definitions.

1-210 Access to public records. Exempt records.

1-211 Disclosure of computer-stored public records.

## Appendix A

### Board of Education Member Handbook

#### *Public Meeting Definitions, Governance Rules and Procedures*

#### **Old Business versus Unfinished Business**

“Old Business” refers to matters that have already been disposed of at a prior meeting. “Old Business” does not refer to matters carried over from previous meeting.

“Unfinished Business” refers to matters carried forward to the current meeting which were left pending at the previous meeting, or matters postponed to the current meeting.

- Matters *left pending* at the previous meeting include:
  1. A matter being discussed at the previous meeting when the meeting adjourned.
  2. A matter on the previous meeting’s agenda as part of unfinished business, but the matter was not addressed before the previous meeting adjourned.
  3. A matter had been postponed *to* the previous meeting, but the matter was not addressed before the previous meeting adjourned.
- Matters NOT *left pending*:
  1. Matters left postponed to the current meeting

#### **Points of Personal Privilege/Points of Order/Points of Inquiry/Point of Information:**

*Members can declare points during the conduct of a meeting. Generally, points so declared by a member do not require a motion, second, debate of voting.*

“**Points of personal privilege**” concern a member’s right as an individual.

- Example 1: if a member is experiencing breathing difficulties because the ventilation system isn’t working properly in the meeting space, the issue should be raised to the President as a point of personal privilege.
- Example 2: if a member cannot hear because of a noise.

“**Points of order**” is used to call out a violation of a rule/procedure to the attention of the President.

- Example: if Robert’s Rules says a particular Motion is not debatable, it is appropriate to use a point of order if the Board is debating the motion.
- Example: Other violations of Robert’s Rules or adopted bylaws

*The President responds to all points of order.*

Points of personal privilege generally do not require a response through the President (Caveat: in the example above regarding ventilation, the President can ask/inquire to correct the problem/issue).

**“Point of inquiry”** is used by a member to ask for clarification in a report in order to make an informed voting decision.

**“Point of information”** is used when a member needs to bring up an additional point or additional information (in the form of a non-debatable statement) so that the other members can make fully information voting decisions.

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**SAMPLE**

# **BERLIN BOARD OF EDUCATION**



## **MEMBER HANDBOOK**

*Adopted October 2011*

*Education is not preparation for life; education is life itself.*

*- John Dewey*

## **Preamble**

The Berlin Board of Education understands that access to a quality public education is not just a constitutional requirement, but is also a moral imperative to ensure that all individuals have an opportunity to fully develop their talents, moral imagination and essential humanity. Accordingly, all Berlin students are entitled to a quality educational experience that prepares them to be lifelong learners.

In order to provide the necessary and appropriate leadership for the Berlin Public Schools, the Berlin Board of Education, both collectively and individually, is committed to governing as a professional board of directors. This means a commitment to the principles and practice of professional governance, the sharing of a common understanding of Board policies, practices, procedures and principles, a focus on continuous learning and improvement, and a willingness to serve as a model of effective moral leadership to students, staff and the community. This handbook is an attempt to set down in writing the Board's procedures and principles for the benefit of current and future members of the Berlin Board of Education.

## **Mission Statement**

The Berlin Board of Education is committed to continuous improvement leading to student achievement and student success.

## **Board Goals**

### Student Achievement

Each and every student in the Berlin Public Schools will achieve established, rigorous performance standards in all areas of student learning by becoming independent strategic readers, problem solvers, and critical thinkers.

### Communication

The Berlin Board of Education will establish reciprocal communication that is accessible and understandable, and that unites all citizens around the belief that high-quality public education is a community's most valuable asset.

### Facilities and Educational Adequacy

The Berlin Board of Education will ensure all students have the opportunity to learn and achieve in safe and educationally adequate facilities by meeting the needs of the district with respect to adequate space and the quality of learning environments.

## Board Governance

The Berlin Board of Education will institutionalize a focus on continuous improvement leading to student achievement and student success through its development of policy, ongoing evaluation, and commitment to individual and Board professional growth.

### **Core Values**

The Board will:

1. Deliberate in many voices, but govern in one.
2. Cultivate a sense of group responsibility; understanding that it is the Board, not the staff or administration, which is responsible for excellence in governance.
3. Be an active part of the school district's leadership team, striving to lead the district through a clear mission statement, an articulated vision for the district, shared and commonly understood goals, broad and clearly written policies, and a continual monitoring of the school and student performance.
4. Be willing to hold itself to high standards of excellence in governance and professional responsibility, including a willingness to hold individual Board members and the Board itself accountable for its actions.
5. Continually monitor its own process, performance and progress.
6. Vigorously and intelligently advocate for the school district and its students on the local, state and national level.
7. Commit, both individually and collectively, to being well-informed and educated on local, state and national educational issues, initiatives and practices.
8. Regularly communicate with all stakeholders about school district performance, direction, initiatives, issues and ideas.
9. Formally and informally recognize and celebrate school, staff and student success.
10. Insist on the pursuit of excellence on the part of all with a role in the school district – staff, students and board members.
11. Always strive to act in the interest of what is best for all students, believing that all students can learn and succeed at a high level.
12. Serve as a model of positive professional and ethical conduct.



## **Key Work of School Boards**

In addition to its Mission Statement and Board Goals, as well as responsibilities defined by law, the Board subscribes to the *Key Work of School Boards*. This framework for planning and action, developed by the National School Board Association, is based on the system's concept that no action or progress is accomplished in isolation. The eight essential areas for Board focus and action are as follows:

Vision – establishing a clear vision of student achievement as a top priority of the Board, staff and community.

Standards – setting clear standards for student performance.

Assessment – establishing regular and valid assessments to measure district and student progress.

Accountability – establishing a process that holds the school system accountable for student success.

Alignment – aligning of all district resources to focus on student performance.

Climate – creating a positive climate throughout the school district to promote student success.

Collaborative Relationships – building collaborative relationships with the community to promote and develop a consensus and understanding of the priority of student achievement.

Continuous Improvement – committing all individuals within the school district to the idea of continuous improvement in the pursuit of student achievement and success.

## **Board Authority and Responsibility**

The Board of Education is ultimately responsible for ensuring that Berlin residents have access to a free, quality education through high school. Connecticut law imbues the Board with specific and often broad authority over the administration of Berlin schools. For example, the Board of Education exercises control over school buildings and property, employs and supervises the superintendent of schools, adopts a budget, and approves textbooks. A lengthier and more specific listing of the Board's authority can be found in Chapter 10 of the Connecticut General Statutes.

While the Board has broad authority over the Berlin schools, much of this authority is delegated to the superintendent of schools and other district employees. The Board of Education functions, not as management responsible for the administration of the school

district, but as a board of directors responsible for establishing a vision for Berlin's schools, and monitoring its progress in reaching that vision.

Reference: BOE Policy 9075

### **Authority of Individual Board Members**

Individual Board members have no authority except when they are meeting as a Board of Education. The Board of Education is a collective body and, by statute, can only act when a quorum is assembled in a legally constituted meeting. The statements or actions of individual Board members do not bind the Board of Education, except when that statement or action has been authorized by an official act of the Board. Board members should be careful not to act or speak in a manner that suggests they are speaking or acting on behalf of the board of education or the school district when they have not been so authorized by the Board.

Reference: BOE Policy 9075

### **Board Committees**

The Board understands that not all of its work can be accomplished at regularly scheduled meetings of the entire Board, and that in order to dedicate the necessary time, expertise and focus on individual issues it is necessary to utilize committees of the Board. The Board's committee structure was developed so that it is aligned with the Board's goals to better focus Board activity and action on its stated priorities.

The Board of Education has three standing committees. These committees are: Leadership, Accountability and Measurement; Communications and Alignment; and Resources and Capacity Building. Each committee is composed of three Board members appointed by the Board president, with each member serving on one committee.

In addition to the three standing committees, when a particular issue calls for the expertise of more than one committee – such as the review of proposed Board bylaws – the Board will utilize a Leadership Committee consisting of the chairs of the three standing committees and the Board president, if he/she is not a chair of one of the three standing committees. The Board will also rely on ad hoc committees, appointed by the Board president, for those tasks that require a committee of the Board and do not fall within the parameters of the standing committees (i.e. disciplinary and residency hearings).

Reference: BOE Policy 9001

## **Student Information**

Except for statutorily mandated exceptions, such as expulsion and residency hearings, Board members do not get involved with individual student matters. Individual student information is confidential and Board members only have access to this information when that information is necessary for Board members to perform a function in their official capacity.

## **Indemnification of Board Members**

Connecticut law provides that the school district must indemnify and hold school employees, volunteers and board members harmless from any claim, demand or judgment from negligence in the performance of their duties and responsibilities. This protection includes legal fees, expenses and other costs.

Reference: CGS 10-235

## **Board Meetings**

### Meeting Schedule

The Board of Education establishes its annual meeting schedule at its annual meeting in November. The Board meets on the second and fourth Monday of each month, except in the months of July, August, November and December, when it meets once.

Reference: BOE Policy 9046

### Regular Meetings

Regular meetings of the Board of Education are those meetings listed on its annual schedule of meetings voted on at the annual meeting. Board meetings start at 7:00 p.m. and are generally held at the Board of Education Meeting Room. At regular meetings, the Board can add items to the meeting agenda.

### Special Meetings

Meetings of the entire Board that are not on the annual schedule of meetings are special meetings. At a special meeting, the Board cannot add items to the meeting agenda for discussion or action.



### Meeting Agendas

The superintendent of schools, in conjunction with the Board president, develops an agenda for each Board meeting. Meeting agendas, along with necessary documents and materials, are distributed to Board members prior to the meeting. Board agendas are designed to minimize votes and discussion on matters that are unnecessary, trivial, or are best addressed at the non-board level. Ideally, Board agendas are designed so that meeting time is dedicated to a focused, informed discussion on student achievement and educational priorities.

Reference: BOE Policy 9010

### Robert's Rules of Order

The Board conducts its meetings utilizing the *Robert's Rules of Order*, 10<sup>th</sup> Edition, for the conduct of its meetings, except when these rules are in conflict with Board policy or Connecticut law. The Board president serves as the Board parliamentarian, unless another board member is chosen as parliamentarian by a majority of the Board.

Reference: BOE Policy 9035

### Board Quorum

Five members of the Board shall constitute a quorum. Unless otherwise specified by Board policy, a majority of board members voting on a particular item is sufficient for approval.

Reference: BOE Policy 9065

### Consent Agenda

Agenda items that require a vote by the Board, but may not require discussion are to be placed on the consent agenda. The consent agenda is an item on the meeting agenda in which all voting items that do not require Board discussion or debate are listed. A vote to approve the consent agenda by the Board shall approve all items listed on the consent agenda. If a Board member wishes to discuss an item, he/she shall request that the item be taken off the consent agenda, and it will be discussed and voted on separately following a vote on the consent agenda.

## Board Votes

The Board of Education is a collective body and, as such, can only act via a vote by its members. Board votes must be in public at a properly noticed meeting of the Board and recorded in writing. Pursuant to Robert's Rules, all motions must be made by one board member and seconded by another. Members may vote in favor, against or abstain from voting. Members may explain their vote, but are not required to explain it.

Reference: BOE Policy 9065

## Board Member Attendance

Board members are expected to attend meetings of the Board, including meetings of their assigned committee. While it is almost inevitable that, on occasion, an individual member will have a personal or professional conflict that prevents him/her from attending a meeting, ideally this is a rare and unavoidable circumstance. Service on the Board of Education is a public trust on behalf of the community and children of Berlin, and it is expected that Board members will make this service a priority. The Board of Education functions best when all nine members devote the time, energy, preparation and seriousness of purpose necessary to accomplish exceptional work and that is called for by public service.

## Meeting Minutes

Pursuant to the Freedom of Information Act (FOIA), minutes must be taken at all meetings of the Board of Education. These minutes must be available within seven days of the meeting, but all votes of the Board must be reduced to writing and available within forty-eight hours. The FOIA requires that minutes must contain the recording of votes and the names of those members in attendance. These requirements apply to meetings of Board committees as well.

In order to appropriately apprise the public of the Board's work, Board minutes should contain the time of the meeting; members in attendance; a brief description of any business transacted by the Board, along with any Board action; the recording of Board member votes; and a description of any executive session held, along with the names of all individuals present for the executive session.

Reference: BOE Policy 9040

## Executive Session

Although, as a public agency, the Board must meet and conduct its business in public, under certain narrowly-defined exceptions, the Board may exclude the public from a

portion of its meeting by calling an executive session. The Freedom of Information Act provides that a board of education may hold an executive session by a two-thirds vote of those members in attendance and voting. Although the law allows for discussion in executive session, any action by the Board must be taken in open session.

The permissible reasons for holding an executive session are limited and, when in doubt, the Board should consult with its counsel. Some reasons are to discuss documents with respect to collective bargaining, personnel matters (with the permission of the individual who is the subject of the discussion), pending claims and litigation, confidential documents and student matters.

Reference: BOE Policy 9060

### Notice of Meetings

The regular schedule of Board meetings, established at the Board's annual meeting, is forwarded to the town clerk. All Board meetings must be posted at least twenty-four hours prior to a meeting, except in emergency circumstances. Board members are to receive meeting agendas and relevant documents and materials prior to meetings.

### Open Meeting Requirements

As a public agency, the Freedom of Information Act (FOIA) requires that all meetings of the Board be posted at least twenty-four hours in advance and that members of the public are allowed to be present. Additionally, the FOIA requires that all Board documents be made available to the public promptly upon request, with limited provisions for the redaction of confidential information.

Reference: BOE Policy 9060

### Public Comment at Meetings

The Board may designate a meeting agenda item to allow for public comment, permitting any individual or group to address the Board concerning any subject that lies within its jurisdiction. Three minutes may be allotted to each speaker and a maximum of nine (9) minutes per topic, although the Board president may extend this time, as appropriate. The Board may modify these limitations at the beginning of a meeting if the number of persons wishing to speak makes it advisable to do so. No inappropriate or disrespectful conduct shall be permitted at any Board of Education meeting. Persistence in such conduct shall be grounds for summary termination, by the president, of that individual's privilege of address and, if disruptive behavior continues, removal from the meeting. All speakers must identify themselves by name and address.



The public comment, or Audience of Citizens, portion of a meeting is an opportunity for Board members to hear from the public. It is not an opportunity for Board members to engage in discussion or debate with members of the public. Accordingly, Board members will not comment on or respond to public comments during Audience of Citizens.

Reference: BOE Policy 9035

### Meeting Norms

It is the expectation that the Board of Education is a professional organization whose meetings model appropriate behavior for the school district. Members will be prepared for meetings and arrive on time, with those individuals who cannot timely attend giving prior notice to the Board president. Board members will be dressed professionally for all public meetings. Board meetings will be conducted via understood and established procedures as set forth in Board policy and bylaws.

In order to ensure that meetings of the Board are as effective and useful as possible, members will avoid surprises by articulating specific concerns in advance. The Board believes that informed, respectful discussion and debate is the best means of arriving at good decisions for the school district. Accordingly, during discussion Board members will listen attentively, consider all points of view, support their positions with facts when possible, be prepared to answer questions from other Board members, focus on the issue at hand, avoid negative and personal comments, and be prepared to compromise, understanding that the goal of debate among Board members is not to prevail but to arrive at the best possible decision for the school district.

Board meetings, following the Pledge of Allegiance and a brief moment of silence, begin with the introductions of Board members and school administrators present at the meeting, followed by a restatement of the Board's mission statement. Copies of materials and handouts will be made available to the public so that they can better follow the proceedings.

### Annual Meeting

The November Board meeting following the election is the Board's Annual Meeting. At this meeting, the newly-elected Board members will sit with the Board for the first time and the Board will elect officers and select legal counsel. The Board will also recognize teachers of the year, student award winners, staff members and school volunteers.

Reference: BOE Policy 9046

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: BOARD      Thursday, February 4, 2021  
MEETING:                Thursday, February 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.

| <u>GROUP</u> | <u>FACILITIES AND DATES/TIMES</u> |
|--------------|-----------------------------------|
|--------------|-----------------------------------|

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REQUESTING WAIVERS:

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

|                      |                                                                                            |
|----------------------|--------------------------------------------------------------------------------------------|
| East Mountain Sports | Rotella lobby: Thursday February 11 & February 18, 5 – 7:00 p.m.<br>(sign up for baseball) |
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DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

JAN 27 2021

CONTRACT#

APPLICANT RICHARD GODSIL NAME OF ORGANIZATION E.M.A.A

ADDRESS 107 NEWFIELD AVE APT. 37 TELEPHONE # 754.5320  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES 2/11 + 2/18 ROOM(S) Lobby

OPENING TIME 5:00 pm CLOSING TIME 7:30 pm PURPOSE Sign-ups

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN

SIGNATURE OF APPLICANT Richard Godsil DATE 1-27-21

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

RICH GODSIL 107 NEWFIELD AVE APT 37 754.5320

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. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ 0 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.