

Board of Education

REGULAR MEETING

Thursday, November 19, 2020 – 6:30 p.m.

Virtual Meeting via ZOOM

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 96, Frontier 6096), streamed live at https://youtu.be/pmQu_qLDrg0, or listened to via teleconference by calling 1-701-802-5303 with access code 7755337.

For information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the November 19, 2020 Meeting Agenda AND November 19, 2020 Workshop Agenda which will provide additional backup materials for agenda items.

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 6:00 and 6:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 6:30 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

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a) Email communication from CABA dated October 16, 2020 regarding Policy Highlights.
- b) Email communication from Warren Leach dated October 29, 2020 regarding Afro/Latinx Curriculum.
- c) Email communication from CABA dated October 30, 2020 regarding Policy Highlights.
- d) Copy of communications dated November 6, 2020 from Civil Service certifying Timothy Brown and Younes Hattani for the position of Painter II.
- e) Email communication from CABA dated November 13, 2020 regarding Policy Highlights.

5. Approval of Minutes – Workshop Meeting of October 1, 2020, Special Meeting of October 1, 2020, Regular Meeting of October 15, 2020, Workshop Meeting of November 5, 2020, and Special Meeting of November 5, 2020.

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

7. Superintendent's Announcements

8. President's Comments

9. Student Representatives' Comments

10. Consent Calendar

- 10.1 *Committee of the Whole:* Request approval of an Agreement with Hispanic Coalition of Greater Waterbury, Inc. for transition services for students with disabilities.
- 10.2 *Committee of the Whole:* Request approval of a Student Intern Affiliation Agreement with The University of Connecticut for Speech Language Pathology Student Internships.
- 10.3 *Committee of the Whole:* Request approval of a Student Teacher Affiliation Agreement with University of Saint Joseph for student teaching opportunities.
- 10.4 *Committee of the Whole:* Request approval of a Student Teacher Affiliation Agreement with Western Connecticut State University for student teaching opportunities.
- 10.5 *Committee of the Whole:* Request approval of Board of Education's 2021 Meeting Schedule.
- 10.6 *Committee on Finance:* Request approval/acceptance of a grant from Nellie Mae Education Foundation.
- 10.7 *Committee on Finance:* Request approval of a contract with SNE Building Systems, Inc for Temperature Control and Ventilation Project upgrade at Carrington Elementary School.
- 10.8 *Committee on Finance:* Request approval of Amendment One to the Memorandum of Understanding with Wellmore, Inc. for Emergency Mobile Psychiatric Services (EMPS).
- 10.9 *Committee on Finance:* Request approval of an Agreement with St. Vincent's Special Needs Center, Inc. for special education services for students.
- 10.10 *Committee on Finance:* Request approval of an Agreement with Benhaven, Inc. for special education services for students.
- 10.11 *Committee on Building & School Facilities:* Request acceptance of the Hopeville Elementary School Elevator Addition (151-0300 CV) Project as complete.
- 10.12 *Committee on Building & School Facilities:* Request acceptance of the Chase Elementary School Elevator Addition (151-0301 CV) Project as complete.
- 10.13 *Committee on Building & School Facilities:* Request acceptance of the Kingsbury Elementary School Elevator Addition (151-0302 CV) Project as complete.
- 10.14 *Committee on Building & School Facilities:* Request acceptance of the Sprague Elementary School Elevator Addition (151-0303 CV) Project as complete.

- 10.15 *Committee on Building & School Facilities:* Use of School Facilities by school organizations and/or City departments.
- 10.16 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests

11. Items removed from Consent Calendar

12. Committee on Policy and Legislation – Commissioner Sweeney

- 12.1 Request approval of the revised Admission Policy (5111).
- 12.2 Request approval of the revised Ages of Attendance Policy (5112).
- 12.3 Request approval of the revised Alcohol Use, Drugs, and Tobacco Policy (5131.6).

13. Committee on Finance – Commissioner Orso

- 13.1 Request approval of the FY 21 School Readiness Quality Enhancement Grant.
- 13.2 Request approval to apply for the Connecticut State Department of Education 2020 Low-performing Schools Bond Funding Grant for various schools

14. Superintendent's Notification to the Board

14.1 Athletic appointments:

Patrick, Kenneth – WHS Assistant Volleyball, effective 10/13/2020.
 Soeprasetyo, Preston – WHS Assistant Baseball, effective 04/11/2021.
 Stroud, Lori – WHS Lead Unified Sports, effective 10/13/2020.

14.2 Grant funded positions:

<u>Name</u>	<u>Position/ Location</u>		<u>Rate P/Hour</u>	<u>Union</u>	<u>Effective</u>
Andrews, Lomon	Security Guard Adult Education	Part Time	\$20.00	NonBOE	10/22/2020
Diaz, Kimberly	Tutor ELA/ Reed	Part Time	\$25.00	NonBOE	10/15/2020
Gjolle, Besmira	ABE Teacher Adult Education	Part Time	\$33.00	NonBOE	10/22/2020
Hadley, Gaylynn	Parent Liaison Wilby	Part Time	\$15.21	Follows SEIU3 benefits	10/01/2020
Jackson, Tonya	Assistant Tutor to the Homeless/ McKinney Vento	Part Time	\$16.00	NonBOE	10/15/2020
Melchor, Nathan	Computer Tech	Part Time	\$12.00	NonBOE	11/05/2020
Montgomery, Asia	Parent Liaison WCA	Full Time	\$15.12	Follows SEIU3 benefits	10/01/2020

Nixon, Andrea	Payroll Clerk Finance	Full Time	\$21.05	UPSEU 69	10/15/2020
Robinson, Jae'Quan	Behavior Counselor	Full Time	\$22.00	Follows SEIU3 benefits	10/01/2020
Wasilewski, Diane	Classroom Aide Adult Education	Part Time	\$21.50	NonBOE	10/22/2020

14.3 New teacher hires:

LAST NAME	FIRST	SCHOOL	ASSIGNMENT	DOH
Accetura	Kailyn	North End	Gr 6 Science	08/24/2020
Aguirre-Galan	Ashley	Crosby	Special Ed	08/24/2020
Andreyckak	Ashley	Sprague	Gr 3	09/08/2020
Azab	Jaime	Walsh	Gr 5	10/01/2020
Bailey	Teri	Kennedy	Art	08/24/2020
Bleau	Lisa	State Street	Sped Gr 4-5	09/16/2020
Boland	Cathleen	West Side	Science Gr 6	08/24/2020
Boland	Haley	W. Cross	Gr 3	09/08/2020
Burksa	Alyssa	Bunker Hill	Sped G 3-4	08/31/2020
Calcavecchio	Ellen	Driggs	Special Ed	08/24/2020
Casas	Effren	Wilby	ROTC	07/01/2020
Chavarry Ysla	Jose	Wilby	Bil Biology Gr9-12	09/08/2020
Cuadrado	Andrea	Wilby	ELA	08/24/2020
Cusano	Brooke	Wallace	Sped	08/24/2020
Davis	Chad	Wilby	Special Ed BDLC	08/24/2020
DellaVolpe	Erica	Waterbury Arts	PE/Health	08/24/2020
Durkin	Lynda	Walsh/Tinker	ESL	08/24/2020
Giddings	Jennifer	Driggs/Chase	Art	08/24/2020
Iadarola	Kristen	Kennedy	Eng LA	09/08/2020
Kaponis	Rachael	State Street	Pre-k Sped	09/08/2020
Lavernoch	Julia	Bunker Hill	Music	09/08/2020
Miller	Alexandra	Bucks Hill Annex	Pre-K Sped	08/24/2020
Miller	Justin	Wilby	PE/Health	08/24/2020
Morrow	Olivia	Wilby	Music	09/08/2020
Morse	Joseph	Career Academy	Math	09/17/2020
Murrell	Kereme	Kennedy	Guidance Couns.	09/08/2020
Mustafaraj	Megi	Wilson	Gr 2	08/24/2020
Nazario	Katherine	Bucks Hill	Gr 5	08/24/2020
Newman	Michael	Reed	Music	11/02/2020
Nido	Savanah	Chase	Gr 2	09/14/2020
Nott	Timothy	Wilson	Special Ed	08/24/2020
Oliver Miccio	Audra	Wilby	Special Ed BDLC	09/08/2020
Paglia	Marissa	Tinker	Kindergarden	08/24/2020
Peters	Courtney	Duggan	Eng/LA Gr 7	09/08/2020
Petta	Mikaela	Rotella	Gr 4	08/24/2020
Piselli	Damon	Career Academy	History/Soc Stud.	08/24/2020
Purnawasi	Muniram	Crosby	Math	09/08/2020
Quispe	Magna	OEC-Districtwide	Pre-K	10/22/2020

Reeves	Kenneth	Bunker Hill	Special Ed- BDLC	09/08/2020
Rivera	Ana	BH Annex	Pre-K Sped	10/01/2020
Rosenblum-Shevis	Barbara	Wallace	Math Gr 7	08/24/2020
Russo	Christopher	Carrington	Gr 04	09/17/2020
Santos	Rosalina	Wallace	PE/Health	08/24/2020
Schultz	Olivia	Carrington	Gr 5	09/08/2020
Scurssso	Steven	Wilby	Math	08/24/2020
Sileo-Pettway	Renee	Enlightenment/ State Street	Guidance Couns.	08/24/2020
Solla	Daniel	Career Academy	Business	09/24/2020
Spinella	Christine	Tinker	Gr 5	08/24/2020
Taher	Tanzina	North End	General Science	08/24/2020
Tata	Lauren	Washington/Regan	Library Media	10/08/2020
Thompson	Jessica	Chase	PreK Reg Ed	08/24/2020
Tripoli	Christine	Generali/DW	SLP	10/01/2020
Tulley	Jordan	Wallace	Music	09/08/2020
Valletta	Kimberly	Reed	Gr 3	09/08/2020
Van Wyk	Cornelis	Wilby	Science	08/24/2020
Virdee	Robin	Bunker Hill	Gr 2	09/14/2020
Ring	Katherine	West Side	Sped	09/22/2020
Jamilkowski	Jaclyn	Wilby	Sped	10/01/2020
Kiernan*	Brian	Wilby	Tech Ed	10/01/2020
Jando	Christina	Carrington	Health/PE	08/24/2020
Thompson*	Barbara	Bunker Hill	Sped	11/19/2020
Hernandez*	Isabella	Carrington	Art	11/23/2020

14.4 Resignations:

Burksa, Alyssa – Bunker Hill Special Education, effective 12/07/2020.

Grant-Mack, Tameka – Duggan Kindergarten, effective 12/03/2020.

Grendzinski, Kelsey – Chase Special Education, effective 10/20/2020.

Iadarola, Kristen – KHS English, effective 11/13/2020.

Sample, Atiya – WHS Math, effective 11/05/2020.

Walent, Cheyenne – Rotella Grade 4, effective 11/06/2020.

14.5 Retirements:

Betkoski, Nancy – Rotella/Generali ESL, effective 11/20/2020.

DiMaio, Dante – KHS Technology Educ., new effective date of 10/26/2021.

14.6 Academic Achievements effective August 24, 2020:

Last Name	First Name	Degree From	Degree To	University
Acevedo	Paul	MA/16	MA+15/16	College of St. Rose/U of Bridg.
Aftowski	Michael	MA+15/12	6 YR/12	U of Bridg./Andrews U
Alagno	Elizabeth	MA+15/3	6 YR/3	Fairfield U
Arisian	Michael	6 YR/20	6 YR+15/20	Andrews U
Arcamone	Daniele	BA/6	MA/6	U of Hartf.
Arias	Eulini	MA/8	MA+15/8	U of Bridg./Dominican U of CA
Avxhiu	Bjanka	MA/6	MA+15/6	U of Bridg.

Barolli	Nazire	BA/7	MA/7	Graduate Inst
Bibeau	Michelle	MA/8	MA+15/8	Southern CT SU
Bosques	Julio	BA/20	MA+15/20	Sacred Heart U
Bunko	Katherine	6 YR/7	6 YR+15/7	Post U
Buonocore	Nicola	MA/12	MA+15/12	Augustana U
Burke	Kaitlin	BA/3	MA/3	U of St. Joseph
Burns	Richard	6 YR/10	6 YR+15/10	Augustana U
Caligiuri	Kristen	MA+15/11	6 YR/11	U of NE/Augustana U
Carignan	Jonathan	BA/6	MA+15/6	U of Hartf./ Western CT SU
Caron-Lichaj	Nicole	MA/12	MA+15/12	Central CT SU/Dominican U of CA
Caruso	Laura	MA/20	MA+15/20	U of Bridg./Dominican U of CA/ Fitchburg St U
Cassella	Andrea	BA/7	MA/7	Quinnipiac
Chiucarello	Lindsay	MA/4	6 YR/4	U of Bridg./U of Central Missouri
Conte*	Joseph	MA/7	MA+15/7	Greenville U/Southern New Hamp. U
Cook*	Brandy	MA+15/8	6 YR/8	Graduate Inst
Crimi	Tara	6 YR/12	6 YR+15/12	Post U
Croce	Kelly	MA+15/20	6 YR/20	Dominican U of CA
DeFeo	Dawn	6 YR/7	6 YR+15/7	Dominican U of CA
Della Calce	Anthony	MA/7	MA+15/7	U of St. Joseph
Demirs	Matthew	BA/2	MA/2	Southern CT SU
Diaz	Elaine	MA/7	MA+15/7	U of Hartf./Grand Canyon U
DiFronzo	Cathy	MA/12	MA+15/12	U of Bridg./Southern New Hamp. U
Driscoll	Timothy	MA/12	MA+15/12	Walden U
Farrell	Jaimie	MA/20	MA+15/20	U Hartford/Colorado St U/ Southern New Hampshire U
Ferrare	Patricia	MA/20	MA+15/20	U of Bridg.
Freitas	Ashley	MA+15/7	6 YR/7	Central CT SU
Gernat	Jillian	MA+15/7	6 YR/7	U of St. Joseph
Giannelli	Alexandra	MA+15/2	6 YR/2	U of St. Joseph
Gomez	Bridgette	MA+15/7	6 YR+15/7	Southern CT SU
Gregoire	Carmela	MA+15/10	6 YR/10	American Col/Brandman U
Griffin	Karen	MA/14	MA+15/14	U of Bridg./Loyola MarymoUt U
Hamel	Michael	MA/12	MA+15/12	U of Bridg.
Hanlon	Rebecca	BA/4	MA/4	Southern CT SU
Hernandez	Ivan	MA+15/14	6 YR/14	U of Bridg.
Hill	Elaine	BA/3	MA/3	U of St. Joseph
Hodge	Jillian	MA/3	MA+15/3	U of Bridg./Morningside College
Joyce	Angela	MA+15/6	6 YR/6	Sacred Heart U
Kalach	Kevin	MA/11	MA+15/11	Southern New Hampshire U
Katrenya	Kimberly	BA/5	MA/5	American Coll
Katrenya	Wesley	BA/5	MA/5	American Coll
Kearns	Maura	MA+15/14	6 YR/14	Quinnipiac/ U of Bridg.
Kitney	Dawn	6 YR/7	6 YR+15/7	U of St. Joseph/Augustana U
Kulesza	Kimberly	MA/8	6 YR/8	Southern CT SU/U of NE
LaChance	Mark	MA+15/11	6 YR+15/11	Fresno Pacific U
Lanza	Jessica	6 YR/6	6 YR+15/6	Loyola MarymoUt U
Leo	Sara	MA/6	MA+15/6	U of Bridg./Dominican U of CA

Lerz	Darlene	6 YR/20	6 YR+15/20	Fresno Pacific U
Lokites	Alana	MA/4	6 YR/4	Western Governor's U
Lucas	Michele	MA/7	6 YR/7	Graduate Inst
Mancini*	Dana	MA/6	MA+15/6	U of Bridg.
Mancuso	Abby	BA/3	MA/3	Western Governor's U
Marcal	Kelly	BA/2	MA/2	Southern CT SU
Marques	Lauren	MA/6	MA+15/6	U of Bridg./Augustana U
Martinez	Jason	MA/12	MA+15/12	U of Bridg.
Masciangioli-Shea	Angela	6 YR/11	6 YR+15/11	Augustana U
Mastrianni	Geralyn	MA/20	MA+15/20	Walden U/Greenville U
Meringer	Cynthia	BA/2	MA/2	Fairfield U
Minton	Anna	BA/2	MA/2	Fairfield U
Minty	Jessica	BA/2	MA/2	Southern CT SU
Mucciacciaro	Kathryn	MA+15/7	6 YR/7	Graduate Inst
O'Leary	Ronan	MA/6	MA+15/6	U Hartford/Andrews U
Opalenik	Michelle	MA/7	MA+15/7	U of Bridg.
Pantoni	Elizabeth	BA/7	MA/7	Fairfield U
Patrick	Kenneth	BA/4	MA/4	Southern New Hampshire U
Pedalino	Rachel	BA/7	MA/7	Graduate Inst
Piccochi	Christina	MA/9	MA+15/9	U of Bridg./Southern CT SU
Pierz	Robbin	6 YR/11	6 YR+15/11	Widener U
Porcaro	Rachael	BA/7	MA/7	Post U
Quinones*	Adriana	6 YR/12	6 YR+15/12	Graduate Inst
Radzimirski	Abigail	MA/4	MA+15/4	Western CT/Augustana U
Richard*	Linda	BA/20	MA/20	U of St. Joseph
Riley	Kara	6 YR/12	6 YR+15/12	Quinnipiac
Rivera	Lucille	6 YR/7	6 YR+15/7	U of Bridg.
Rynar	Lynn	MA+15/11	6 YR/11	Medaille College/U of Hartford
Sheetz	Lucia	MA+15/11	6 YR/11	Loyola MarymoUt U
Signore	Nicole	MA/12	MA+15/12	Augustana U
Steffero	Melissa	BA/6	MA+15/6	Southern CT
Stotler	Natasha	6 YR/11	6 YR+15/11	U of Bridg.
Tehan	Kyle	BA/4	MA/4	Adams St U
Terenzi	Timothy	MA+15/7	6 YR/7	Graduate Inst
Travisano	Tara	MA/4	MA+15/4	U of Bridg.
Tyrrell	Nikole	Ba/3	MA/3	Quinnipiac
Villar	Yenny	MA+15/10	6 YR/10	Southern CT/Andrews U
Wagher	Maureen	MA+15/8	6 YR/8	Graduate Inst
Wright	AnnMarie	MA/12	MA+15/12	Andrews U
Zareck	Corrin	BA/7	MA/7	Central CT

15. Unfinished Business of Preceding Meeting Only

16. Other Unfinished, New, and Miscellaneous Business

17. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #10.1

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve an Agreement with Hispanic Coalition of Greater Waterbury, Inc., LLC, for a three year period and at no cost, to provide transition program services to students.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #10.2

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve a Student Intern Affiliation Agreement with The University of Connecticut (UConn), for the period of November 1, 2020 through June 30, 2021, at no cost, for Speech Language Pathology Student Internships.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #10.3

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve a Student Teacher Affiliation agreement with University of Saint Joseph, for a three year period and at no cost, for Student Teaching Opportunities.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #10.4

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve a Student Teacher Affiliation Agreement with Western Connecticut State University, for a three year period and at no cost, for Student Teaching Opportunities.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #10.5

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve its 2021 Meeting Schedule.

Approved:

Karen E. Harvey



BOARD OF EDUCATION



Meeting Schedule ~ 2021

Deadline for submission of Committee Workshop Agenda Items to Superintendent/Supervisor	Committee Workshop (first Thursday of month) 5:30 p.m. (locations subject to change)	Regular Board Meeting* (third Thursday of month) 6:30 p.m. Waterbury Arts Magnet School
December 31, 2020	January 7, 2021	January 21, 2021
January 28	February 4	February 18
February 25	March 4	March 18
March 25	April 1	April 15
April 29	May 6	May 20
May 27	June 3	June 17
June 24	July 1	July 15
July 29	August 5	August 19
August 26	September 2	September 16
September 30	October 7	October 21
October 28	November 4	November 18
November 24	December 2	December 16

Unless otherwise posted, Board of Education Regular Meetings are held at Waterbury Arts Magnet School, 6:30 p.m., on the **THIRD** Thursday of each month. Location changes or updates are available at the Office of the Board of Education or at its website – www.waterbury.k12.ct.us

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.6

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve and accept the Nellie Mae Education Foundation Grant to support Urban Trauma Learning Series.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.7

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with SNE Building Systems, Inc. for Temperature Control and Ventilation Project for Carrington Elementary School subject to any non-substantive changes approved by the Corporation Counsel's Office.

Approved:

Rocco F. Orso



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 346-2340 ♦ Fax (203) 574-8010

Mr. William F. Clark, Esq.
Chief Operating Officer

MEMORANDUM

Date: November 13, 2020
To: Waterbury Board of Aldermen
From: William F. Clark, Chief Operating Officer
Subject: Contract with SNE Building Systems for Temperature Control and Ventilation
Project upgrade at Carrington Elementary School

Waterbury Public Schools would like to contract with SNE Building Systems for a Temperature Control and Ventilation Project upgrade at Carrington Elementary School for a quoted price of \$155,288.00

The contract will enable the Waterbury Schools to replace all the existing Honeywell DDC Controllers at Carrington with new Schneider Lon Controls and connect the New Control System to the Building Management System (BMS) Graphics platform serving the other schools in the City. The controls upgrade at Carrington will improve the sequence of operation and ventilation control set points for air handling units. This will create a more cost effective and efficient HVAC system and Carrington and allow for state of the art management of the system by the School Inspector's office in order to consistently maintain a safe, healthy and comfortable learning environment for students and staff.

The funding for this project is available through the Federal Elementary and Secondary School Relief Fund (ESSER) Grant. A three hundred and sixty-five (365) day warranty for the parts and labor associated with this project is included with the pricing.

The vendor selected for this project is currently provided maintenance services to the School District for Building Management Systems throughout the District. The vendor is familiar with the Carrington building and systems and has assessed the work that needs to be performed. They are a reputable and proven vendor performing similar services for the District over the years.

Given the time frame of the available Grant funds that can specifically be assigned for use to perform ventilation improvement projects the District sought and received a waiver for bid requirements and approval to contract with this vendor.

The Director of Purchasing has approved this procurement given the specifics of the services to be performed, the timelines in place and the link to ventilation support while COVID remains a critical concern.

Corporation Counsel has prepared a contract for these services and all appropriate insurance, bond requirements and other local regulations will be performed as required and directed.

Please approve this contract subject to the approval of the Board of Education which is anticipated to occur on November 19, 2020 and subject to any non-substantive changes that are approved by the Corporation Counsel's Office.

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

AGREEMENT
for
Temperature Control and Ventilation Project for Carrington Elementary School.
Between
The City of Waterbury, Connecticut
and
SNE Building Systems, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and SNE Building Systems, Inc., located at 29H Kripes Road, P.O. Box 575, East Granby, Connecticut 06026, a State of Delaware duly registered foreign corporation (the "Contractor" or "SNE").

WHEREAS, the City of Waterbury received funding under the Federal Elementary and Secondary School Emergency Relief Fund (ESSER) Grant which shall be utilized to fund the upgrades to the Temperature Control and Ventilation Systems in City of Waterbury Schools;

WHEREAS, the Purchasing Director of the City of Waterbury has determined that due to the COVID crisis extraordinary conditions exist and waived the solicitation requirement to obtain services provided herein;

WHEREAS, the Contractor has agreed to provide the services as set forth herein for the identified school; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, parts, components and materials, reports, plans, specifications, drawings, supplies, deliverables, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, reports, plans, specifications, drawings, supplies, deliverables, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of and SNE Building Systems shall be furnishing and installing new Schneider controls, sensors and controls for VAV boxes for the HVAC system at Carrington Elementary School which will enable remote access of the system for temperature monitoring, control and changes, and as further detailed in the attached Scope of Services attached hereto in Attachment

A and is hereby made material provisions of this Contract. **Attachment A** shall having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Scope of Services, consisting of One page , attached hereto;
- 1.1.2 Project Drawings No. 124159 Dated 7//2012 , attached hereto
- 1.1.3 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference);
- 1.1.5 Performance Bond and Payment Bond (incorporated by reference);
- 1.1.6 Certificates of Insurance (incorporated by reference);
- 1.1.7 Department of Environmental Protection Regulations (CWF-1 through CWF-32) (incorporated by reference);
- 1.1.8 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- 1.1.9 All permits and licenses, where applicable (incorporated by reference).

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

- 1.2.1 This Agreement, with attachments.
- 1.2.2 All applicable Federal, State and local statutes, regulations charter and ordinances

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

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

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

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

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

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

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

about the project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc., either at the Premises or intended for it, shall conform in all respects with the requirements of all this agreement, and shall be the best obtainable from the crafts and trades. In all cases, the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended.

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

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

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process, it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this agreement and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or

conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

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

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

3.8. Reporting Requirement. The Contractor shall deliver periodic, it's written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by its operations manager.

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

4. Responsibilities of the City. Upon the City's receipt of the Contractor's written request, the City will provide the Contractor with documents, data and other materials the City

agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. SNE shall commence all work and services required under this Contract upon issuance by the City of a notice to proceed. SNE shall reach Substantial Completion of all work, services and provide all equipment required under this Contract by June 14, 2021, with Final Completion by June 30, 2021 ("Contract Term").

5.1 Time is and shall be of the essence for all Project milestones and services to be provided to the City under this Contract. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion of the services, milestones and Contract Time. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Project.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of FIVE HUNDRED DOLLARS (\$500) per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use,

increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. The fee payable to the Contractor shall not exceed ONE HUNDRED FIFTY FIVE THOUSAND, TWO HUNDRED AND EIGHTY EIGHT DOLLARS (\$155,288.00) as set forth below which shall include a controlled Contingency of FIVE THOUSAND DOLLARS (\$5,000.00), as follows:

6.1.1	Base Amount of all Contract Services and Equipment In an amount not to exceed	\$150,288.0
6.1.2	City Controlled Contingency In an amount not to exceed	\$5,000
6.1.5	Total amount not to exceed	\$155,288.00

6.2. Contingency. The Contingency in the amount of Five Thousand Dollars (\$5,000.00) shall be utilized at the sole discretion of the City for additional work and services not set forth in this contract, such as emergency calls.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. above and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event

this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

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

6.5. Proposal Costs. All costs of the Contractor in preparing its proposal for this Contract shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.6. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.7. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Warranty of the Contractor. Contractor warrants to the City that all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. furnished under this Contract shall be new, and that all work under this Contract shall be of good quality, free from faults and defects and in conformance with this Contract for a period of no less than three hundred sixty-five (365) days after the date of the City's written acceptance of such work.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Contractor's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the

Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor , shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

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

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

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

10. **Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, a performance bond and a payment bond each for the penal sum of One Hundred Fifty Thousand, Two Hundred And Eighty Eight Dollars (\$155,288.00) in a form and with a surety acceptable to the City. The bonds shall continue in effect for one year after Final Completion of the Project.

11. **Contractor's Insurance.**

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State

of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

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

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

11.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)

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

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

EL Each Accident \$1,000,000.00

EL Disease Each Employee \$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

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

11.4.4 Excess/Umbrella Liability Insurance:

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$10,000,000.00** each Occurrence and **\$10,000,000.00** each Aggregate

11.4.5 Technology Errors and Omissions Liability Insurance:

\$3,000,000.00 per claim (or per Occurrence, if an Occurrence based Policy),
\$3,000,000.00 aggregate

11.4.5 Pollution Legal Liability

), \$3,000,000.00 aggregate

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

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: The Contractor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City and its Board of Education as additional insured and also provide a Waiver of Subrogation to all lines including Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation including waiver of subrogation to all lines of coverage as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

11.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies and endorsements and riders.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all

applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended, TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.2.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by

reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

13.3. Affirmative Action.

13.3.1. If applicable Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

14. This section left intentionally blank.

15. This section left intentionally blank.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been

appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

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

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. (including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable

payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

16.5. Ownership of Instruments of Service. The City acknowledges the Contractor's documents, reports, plans, specifications, drawings, deliverables, etc. created and to be created pursuant to this agreement, including electronic files, are Instruments of Service. Nevertheless, the final Instruments of Service, including, but not limited to architects, engineering, construction, and similar documents, reports, plans, specifications, drawings, deliverables, etc. prepared under this agreement shall become the property of the City upon City payment for that Instrument of Service and the City reserves the right to use the Instruments of Service.

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

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

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

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

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

all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

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

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

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

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or

any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

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

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

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

27. Changes in the Project: Change Orders.

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

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

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

27.1.3 The Final Completion Date has not been changed.

27.2. Notwithstanding the foregoing, a Change Order shall not include

27.2.1 an upward adjustment to a Contractor's payment claim, or

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

27.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed and approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 27 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned Contract; and (ii) the Contractor's Maintenance Services Agreement for the Contract.

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

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

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

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

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

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

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

Contractor: SNE Building Systems, Inc.
29H Kripes Road, P.O. Box 575
East Granby, Connecticut 06026

City: City of Waterbury
Department of Education
235 Grand Street
Waterbury, CT 06702

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

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

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

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

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to

deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

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

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

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

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

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

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

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

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

{ signature page to follow }

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

SNE BUILDING SYSTEMS INC.

By: _____
Byron Bailey, President
Duly Authorized

Date: _____

ATTACHMENT A

1. Scope of Services, consisting of one page, attached hereto;
2. Project Drawings No. 124159 Dated 7//2012, attached hereto
3. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
4. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference);
5. Performance Bond and Payment Bond (incorporated by reference);
6. Certificates of Insurance (incorporated by reference);
7. Department of Environmental Protection Regulations (CWF-1 through CWF-32) (incorporated by reference);
8. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
9. All permits and licenses, where applicable (incorporated by reference).

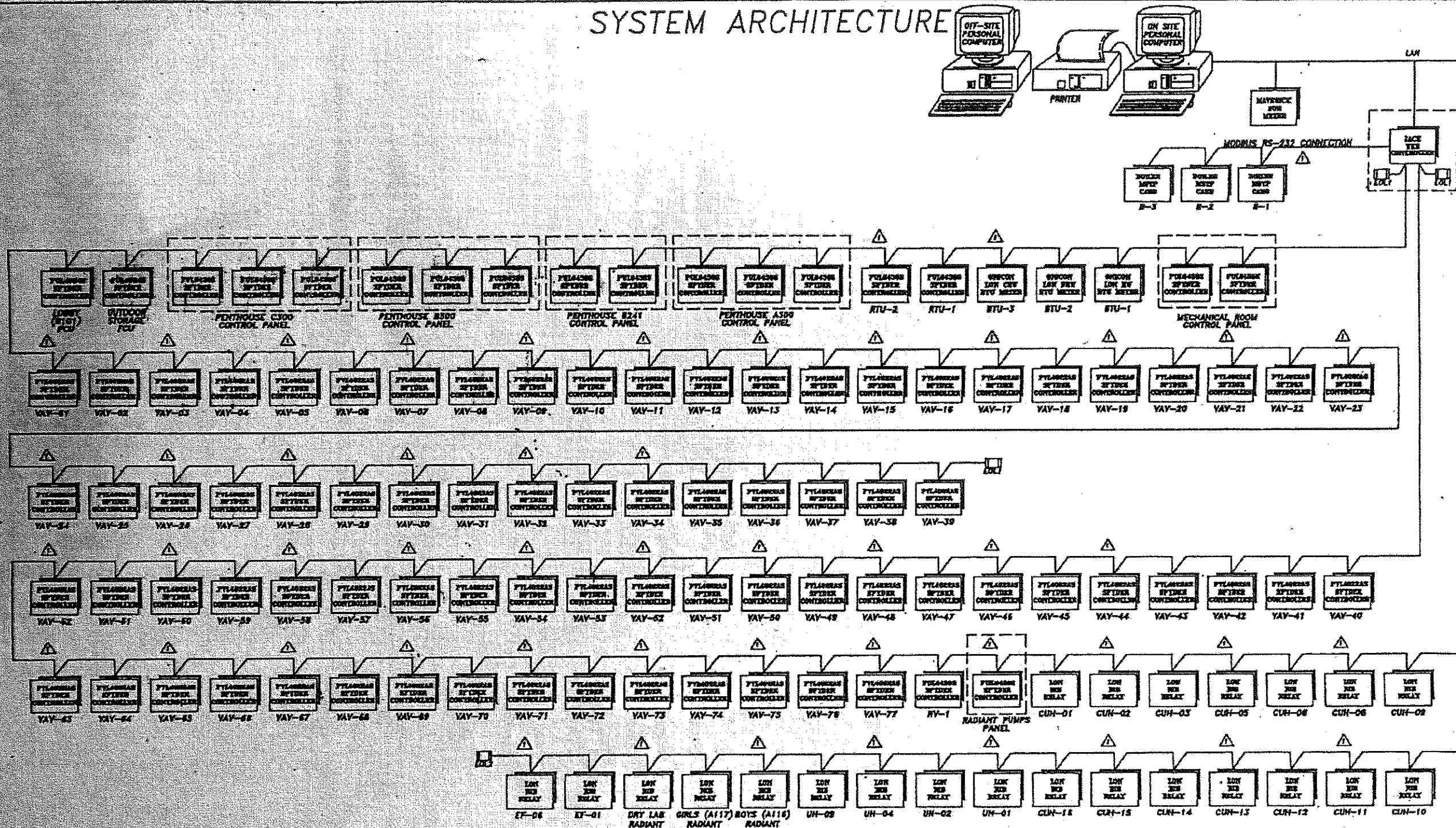
Temperature Control and Ventilation Project for Carrington Elementary School.
Between
The City of Waterbury, Connecticut
and
SNE Building Systems, Inc.

Attachment A

Scope of Services

- Replace the existing Honeywell Spyder Digital Direct Controllers with 122 new Schneider Lon Controls (DDC) as shown on Project Drawings 12459.
- Install new sensors and controls for the existing Variable Air Volume (VAV) boxes. (78 VAV Boxes).
- Install two new sensors for the existing roof top units 1 and 2.
- Install three new sensors for the existing air handling units and Energy Recovery Units 1,2,3 and 4.
- Install new 4 sensors for the existing Boiler/Chiller Plant and pumps- 2 for hot water supply/ return and 2 for chiller water supply/return.
- Connect the new control system to the existing Building Management System (BMS) Graphic platform serving the other schools.
- Provide a revised software for Equipment Sequence of Operations and Ventilation Control Set point for the existing Air Handling Units 1, 2,3 and 4.
- Provide As-Built Control Drawings after the project completion.

SYSTEM ARCHITECTURE



FIELD MATERIAL

ITEM NO	MODEL	DESCRIPTION	QTY
E-WIRE	WZ21P-2001YB	1000' 22/2C LON UNSHIELDED PLENUM CABLE	7
EOL1,2	209541B	END OF LINE RESISTOR	2
PC	PERSONAL COMP.	DELL DIMENSION PENTIUM COMPUTER	2
PR	PRINTER	COMPUTER PRINTER	1

JOHNSON-GOODYER INC.
AN INDUSTRY LEADER IN
TEMPERATURE CONTROL AND
BUILDING AUTOMATION SYSTEMS
"SINCE 1946"
SERVICE, QUALITY & INTEGRITY

OWNER: Fair Associates Inc.
281 Farmington Avenue
Farmington, CT 06031
Tel: (860) 678-1361

ARCHITECT: J. J. Dwy, LLC
110 Northfield Heights Road
Waterbury, CT 06705

DATE: 07/03/13
SCALE: AS SHOWN
DRAWN: MS
CHECKED: JCS

REVISIONS:
01 03/01/13 REVISION AND UPDATED
02 06/27/13 RMSSD/UPD PER CHG
03 11/16/13 REVISION AND UPDATED

PROJECT: Carleigan Elementary School
24 Kennerly Avenue
Waterbury, CT 06705

DRAWING: 12-4159-0

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 11/05/2020

To: Rochdi Maghfour
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.

SNE Building Systems, Inc.
R. Lindsay Drisko
Byron C. Bailey
PO Box 575
29 Kripes Rd.
East Granby, CT 06026

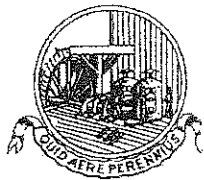
If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

Nancy J. Olson

NJO/wmf

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



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 346-2340 ♦ Fax (203) 574-8010

Mr. William F. Clark, Esq.
Chief Operating Officer

MEMORANDUM

Date: November 4, 2020
To: Kevin McCaffrey, Director of Purchasing
From: William F. Clark, Chief Operating Officer
Subject: Proposed Contract with SNE Building Systems for Temperature Control and Ventilation Project upgrade at Carrington Elementary School

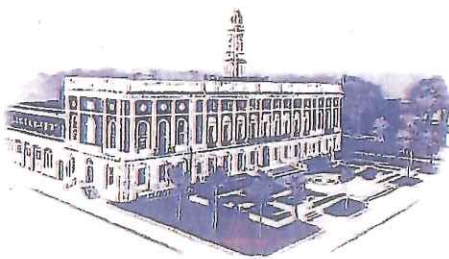
The Waterbury Public Schools request a procurement waiver in order to contract with SNE Building Systems for a Temperature Control and Ventilation Project upgrade at Carrington Elementary School for a quoted price of \$155,288.00.

Due to the impacts related to the Coronavirus also known as Covid-19, the City is in receipt of State Coronavirus Relief Funds (CRF). Therefore, in order to provide essential funding for the installation of a state of the art management system that will allow the School Inspector's office to consistently maintain a safe, healthy and comfortable learning environment for students and staff. Ultimately, the contract will enable the Waterbury Schools to replace all the existing Honeywell DDC Controllers at Carrington with new Schneider Lon Controls and connect the New Control System to the Building Management System (BMS) Graphics platform serving the other schools in the City. The controls upgrade at Carrington will improve the sequence of operation and ventilation control set points for air handling units.

The State Grant guidance is attached under separate cover. Ventilation projects like this one are eligible. Therefore, I am requesting that a contract be implemented and approved with SNE who is a current vendor with the City. SNE is extremely familiar with this particular system and is ready, willing and able to perform the defined scope of work within the timeline outlined in the State Grant under the existing City emergency declaration; allowing the Director of Purchasing to waive the standard procurement procedures.

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

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: William F. Clark, Chief Operating Officer

From: Kevin McCaffery, Director of Purchasing *KW*

Subject: Waiver Request – SNE Building Systems for Temperature Control and Ventilation Upgrades at Carrington Elementary School

Date: November 4, 2020

I have read the information you submitted concerning Temperature Control and Ventilation Upgrades at Carrington Elementary School. Based on the factors outlined in the attached letter and e-mail, I believe it is imperative that we move forward with this project. This is vital in order to provide a safe, healthy and comfortable environment for students and staff during this pandemic and beyond.

Therefore in the best interest for the City, I am waiving the bid process per § 38.028
WAIVER OF BID OR PROPOSAL REQUIREMENT: EXTRAORDINARY
CONDITIONS. Please proceed into entering a contract with SNE Building Systems.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.8

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve Amendment One (1), at no cost, to the Memorandum of Understanding with Wellmore, Inc. for emergency mobile psychiatric services (EMPS) for students.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.9

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a revised Agreement with St. Vincent's Special Needs Center, Inc. to provide special education services to students.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.10

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a revised Agreement with Benhaven, Inc. for special education services for students.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #10.11

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education accept the Hopeville Elementary School Elevator Addition Project, State Project 151-0300 CV, as complete.

Approved:

Ann M. Sweeney

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #10.12

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education accept the Chase Elementary School Elevator Addition Project, State Project 151-0301 CV, as complete.

Approved:

Ann M. Sweeney

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #10.13

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve the Kingsbury Elementary School Elevator Addition Project, State Project 151-0302 CV, as complete.

Approved:

Ann M. Sweeney

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #10.14

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve the Sprague Elementary School Elevator Addition Project, State Project 151-0303 CV, as complete.

Approved:

Ann M. Sweeney

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #10.15

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
Human Resources	WHS and NEMS Cafes: Saturday, November 14, 8 a.m. – Noon
L. Criscuolo	Maintainer I Exam, 37 people in each café.

Approved:

Ann M. Sweeney

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #10.16

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve the use of school facilities by outside organizations/groups and/or waiver requests.:

GROUP	FACILITIES AND DATES/TIMES
Holy Cross HS	KHS pool: Nov. 21 thru Feb. 7, 2021, M – F, 6:30 – 8:30 p.m.
M. Giampetruzzi, AD	and Saturday, 10:00 a.m. – 12:00 p.m. (boys swim program)
Westover School	WSMS pool: January 15 thru March 13, 2021
S. Reid	5 – 6:00 p.m. (swim program)

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

Bouley Manor Neigh.	Chase café: January – December 2021, 6 – 8:00 p.m.
Assoc./Laraine Mills	Meetings on second Thursday of each month

Approved:

Ann M. Sweeney

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #12.1

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the revised Admission Policy (#5111).

Approved:

Ann M. Sweeney

Students

5111(a)

Admission

The Board of Education (Board) recognizes the statutory right of children residing in the District to be enrolled in school if residency and age are confirmed. However, homeless students shall not be required to show residency.

District schools shall be open to all children five years of age and over who reside in the district ~~and -who-~~ reach the age five on or before the first day of January of any school year. Each such child shall have, and shall be so advised by the appropriate school authorities, an equal opportunity to participate in the program and activities of the school system without discrimination on account of race, color, sex, religion, national origin, sexual orientation, or gender identity or expression. Students who are classified as homeless under federal law or an unaccompanied youth, as described in 42 USC 11434a, and therefore do not have a fixed residence, will be admitted pursuant to federal law and policy 5118.1.

The parent or person with legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age. The parent or person with legal guardianship a child six years of age shall have the option of not sending the child to school until the child is seven years of age.

The parent or person with legal guardianship shall exercise such option by personally appearing at the school district office and signing an option form. The district shall provide the parent or person with legal guardianship with information on the educational opportunities available in the school system.

All resident children under the age of twenty-one who have not obtained a high school diploma are entitled to attend a District school. The parent or person with legal guardianship of any child who is denied admission to the district's schools, or an unaccompanied minor, a student eighteen years of age or older, a homeless child or youth or an unaccompanied youth who is denied schooling on the basis of residency, or an agent or officer charged with the enforcement of the laws concerning attendance at school may request, in writing, a hearing by the Board of Education.

According to Connecticut General Statute 10-76d (b2), special education will be provided for children who have attained the age of three and who have been identified as being in need of special education, and whose educational potential will be irreparably diminished without special education. If a special education student is being considered for an exception, the Planning and Placement Team (PPT) will make a recommendation to the administrator in charge of special education.

Each child entering the district schools for the first time must present a birth certificate or offer legal evidence of birth data, as well as proof of a recent physical examination and required immunizations. Other documents that may be accepted as proof of a child's age include, but are not limited to, a photocopy of a birth certificate, earlier school records, state-issued identification document, driver's license or passport, parent's affidavit or unsworn statement as to a child's age, physician's certificate verifying a child's age or immunization records.

Completion of immunization and health assessment requirements are required prior to a child's attendance in school, but are not considered as pre-requisites for enrolling a child who resides in

the District and is of appropriate age to attend school. If the parents or guardians of any children are unable to pay for such immunizations, the expense of such immunizations shall, on the recommendation of the Board, be paid by the town. ~~Proof of domicile may also be requested by the Building Principal.~~

A school district may not deny enrollment of a child if his/her parent/guardian refuses to provide a social security number.

The above requirements are not to serve as barriers to immediate enrollment of students, designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by the ESSA. The District shall work with the local child welfare agency, the school last attended, or other relevant agencies to obtain necessary enrollment documentation.

The enrollment process shall be focused on obtaining only the information deemed necessary to establish residency and age. The District shall not request other information as a condition of enrollment or state in its policies or on its websites or otherwise, that other information is required to enroll children. The District shall immediately enroll a homeless child and allow such student to attend school even if the student is unable to produce records normally required for enrollment. Additional data collection may occur, but it must be complete in such a manner that does not interfere with the enrollment of a child in school.

The District, when determining residency, shall not request documentation for citizenship or immigration status of a child or the child's parents/guardians. The Board believes such documentation is not relevant to establishing residency.

In the establishment of residency, the Board will accept such documentation, but not limited to, a lease agreement, mortgage document, property tax record, rent receipt, home owners insurance, rental insurance, current utility bill, current proof of government benefits, CT driver's license automobile registration or insurance. An Affidavit of Residence, properly executed, shall also be acceptable.

In order to determine a child's eligibility for ESL or bilingual programs, parents/guardians of all new students enrolling for the first time and all re-enrolling students who have previously attended a Connecticut public school must complete a Home Language Survey (HLS) at the time of enrollment. A student may also take a screening exam. Neither the survey nor the exam are conditions of enrollment.

Any child entering or returning to the district from placement in a juvenile detention school, the Connecticut Juvenile Training School, or any other residential placement, shall have the educational records of such child provided to the Superintendent of Schools by the Department of Children and Families (DCF) and the Judicial Department. Such information will be shared with the Principal of the school to which the student is assigned. The Principal can disclose them to the staff who teach or care for the child.

The District will immediately enroll any student who transfers from Unified District No. 1 or Unified District No. 2. A student transferring from the Unified School Districts who had previously attended school in the local District shall be enrolled in the school such student previously attended, provided such school has the appropriate grade level for the student.

The parent or person with legal guardianship of a child seventeen years of age may consent to such child's withdrawal from school. The parent or person with legal guardianship of a child seventeen years of age shall exercise this option by personally appearing at the school district

office to sign a withdrawal form. Such withdrawal form shall include an attestation from a school administrator of the school that the district has provided the parent or person with information on the educational options available in the school system and in the community.

Children who have attained the age of seventeen and who have terminated enrollment in the district's schools with parental permission as described previously and subsequently seeks readmission may be denied readmission for up to ninety school days from the date of such termination, unless such child seeks readmission to a district school not later than ten days after such termination. In such case the child will be provided school accommodations not later than three days after the requested readmission.

Note: *When a student is enrolling in a new school district or new state charter school, written notification of such enrollment shall be provided to the previous school district or charter school not later than two business days after the student enrolls.*

Children who apply for initial admission to the district's schools by transfer from nonpublic schools or from schools outside the district will be placed at the grade they would have reached elsewhere pending assessment and evaluation by building staff. After such assessments and evaluations have been completed, the District will determine the final grade placement of the child(ren).

Children who have attained the age of nineteen or older may be placed in an alternative school program or other suitable educational program if they cannot acquire a sufficient number of credits for graduation by age twenty-one.

(cf. 0521 - Nondiscrimination)
(cf. 5118.1 - Homeless Students)
(cf. 6171 - Special Education)

(cf. 5112 - Ages of Attendance)
(cf. 5141 - Student Health Services)
(cf. 6146 - Graduation Requirements)

Legal Reference: Connecticut General Statutes
4-176e to 4-180a Agency hearings.
4-181a Contested cases. Reconsideration. Modifications.
10-15 Towns to maintain schools
10-15c Discrimination in public schools prohibited. School attendance by five-year olds, as amended by PA 97-247.
10-76a - 10-76g re special education.
10-184 Duties of parents (re mandatory schooling for children ages five to sixteen, inclusive) - as amended by PA 98-243, PA 00-157 and PA 09-6 (September Special Session) and PA 18-15.
10-186 Duties of local and regional boards of education re school attendance. Hearings. Appeals to state board. Establishment of hearing board. Readmission, (as amended by P.A. 19-179)
10-220h Transfer of student records, as amended.
P.A. 11-115 An Act Concerning Juvenile Reentry and Education.
P.A. 19-179 An Act Concerning Homeless Students' Access to Education.
10-233a - 10-233f Inclusive; re: suspend, expel, removal of pupils.
10-233c Suspension of pupils.
10-233d Expulsion of pupils.

10-233k Notification of school officials of potentially dangerous students.
(as amended by PA 01-176)

10-261 Definitions.

State Board of Education Regulations

10-76a-1 General definitions (c) (d) (q) (t)

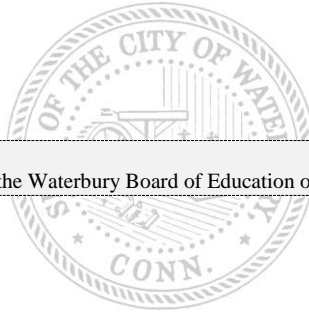
10-76d-7 Admission of student requiring special education (referral)

10-204a Required immunizations (as amended by PA 98-243)

[“Guidance for Connecticut School Districts: Enrollment Process and Practice,” State Department of Education, December 2019.](#)

McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11431 et seq.

Plyler vs. Doe, 457 U.S. 202 (1982)



Policy adopted by the Waterbury Board of Education on February 20, 2020

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BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #12.2

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the revised Ages of Attendance Policy (#5112).

Approved:

Ann M. Sweeney

Students

5112(a)

Ages of Attendance

District schools shall be open to all children five years of age and over who reside in the district and who reach the age of five by December 31st of any school year. Each such child shall have, and shall be so advised by the appropriate school authorities, an equal opportunity to participate in the program and activities of the school system without discrimination on account of race, color, sex, religion, national origin sexual orientation, or gender identity or expression.

Parents and those who have the care of children age five to eighteen years of age inclusive are obligated by Connecticut law to require their children to attend public day school or its equivalent in the district in which such child resides, unless the parent or person having control of such child is able to show that the child is elsewhere receiving equivalent instruction in the studies taught in the public schools. ~~The parent or person having legal guardianship of a child seventeen years of age must consent to such child's withdrawal from school. The parent or person having control of a child seventeen years of age may consent to such child's withdrawal from school.~~ Students under age eighteen are subject to mandatory attendance laws unless they are at least seventeen and their parent/guardian, or other person having guardianship of the child, consents to such child's removal from school. The parent or person shall exercise this option by personally appearing at the school to sign a withdrawal form. Such withdrawal form shall include an attestation from a school counselor or school administrator of the school that the district has provided the parent or person with information on the educational options available in the school system and in the community. If a child is eighteen years of age or older, he/she is not required to attend school.

The enrollment process shall be focused on obtaining only the information deemed necessary to establish residency and age. The District shall not request other information as a condition of enrollment or state in its policies or on its websites or otherwise, that other information is required to enroll children. The District shall immediately enroll a homeless child and allow such student to attend school even if the student is unable to produced records normally required for enrollment. Additional data collection may occur, but it must be complete in such a manner that does not interfere with the enrollment of a child in school.

The District, when determining residency, shall not request documentation of citizenship or immigration status of a child or the child's parents/guardians. The Board believes such documentation is not relevant to establishing residency.

In the establishment of residency, the Board will accept such documentation as, but not limited to, a lease agreement, mortgage document, property tax record rent receipt, home owners insurance, rental insurance, current utility bill, current proof of government benefits, CT driver's license, automobile registration or insurance. An Affidavit of Residence, properly executed, shall also be acceptable.

The parent or person having legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age by December 31st of any school year. The parent or person having legal guardianship of a child six years of age shall have the option of not sending the child to school until the child is seven years of age by December 31st of any school year. The parent or person having legal guardianship shall exercise

such option by personally appearing at the school district office and signing an option form. The district shall provide the parent or person having legal guardianship with information on the educational opportunities available in the school system.

Each child entering the district schools for the first time must present a birth certificate or offer legal evidence of birth data, as well as proof of a recent physical examination and required immunizations. Proof of domicile will also be requested.

The above requirements are not to serve as barriers to immediate enrollment of students, designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by the ESSA. The District shall work with the local child welfare agency, the school last attended, or other relevant agencies to obtain necessary enrollment documentation. The District shall immediately enroll a homeless student and allow such student to attend school even if the student is unable to produce records normally required for enrollment.

The parent/guardian of any child who is denied admission to school, or an emancipated minor, a student eighteen years of age or older, a homeless child or youth, or an unaccompanied youth who is denied schooling, or an agent or officer charged with the enforcement of attendance laws may request, in writing, a hearing by the Board of Education. Such hearing may be conducted by the entire Board of Education, or by a subcommittee of three Board members, or by a local impartial hearing Board of one or more persons not members of the Board of Education.

Children who have attained the age of seventeen and who have voluntarily terminated enrollment in the district's schools and subsequently seek readmission may be denied readmission for up to ninety school days from the date of such termination, unless such child seeks readmission to the District not later than ten (10) school days after such termination in which case the Board shall provide school accommodations to such child not later than three school days after such child seeks readmission.

Early Admission

Parents/guardians must make a formal request for early admission no later than June 1 of the calendar year in which the child would be admitted to the school. Since research on early admission to kindergarten has demonstrated that it is a "high risk" decision, only those children who have attained their fourth birthday between January 1st and June 30th will be considered for early admission. The student being considered for early admission must exhibit evidence of advanced (typically two standard deviations above the mean) intelligence and adaptive behavior from a standardized assessment administered in the district.

Such testing shall guide the Superintendent or his/her designee in the acceptance or rejection of the request. The programmatic decision of the Superintendent or his/her designee in such instances shall be final.

Provisions for Special Education

According to Connecticut General Statute 1-76d(b2), special education will be provided for children who have attained the age of three and who have been identified as being in need of special education, and whose educational potential will be irreparably diminished without special education. If a special education student is being considered for an exception, the Planning and Placement Team (PPT) will make a recommendation to the administrator in charge of special education.

Alternative School Placement

Children who have attained the age of nineteen or older may be placed in an alternative school program or other suitable educational program if they cannot acquire a sufficient number of credits for graduation by age twenty-one.

[\(cf. 5111 – Admission Placement](#)

[\(cf. 5118.1 – Homeless Students\)](#)

[\(cf. 5118.3 – Children in Foster Care\)](#)

[\(cf. 5112 – Ages of Attendance\)](#)

[\(cf. 6146 – Graduation Requirements](#)

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Legal Reference: Connecticut General Statutes
4-176e to 4-180a Agency hearings.
4-181a Contested cases. Reconsideration. Modifications.
10-15 Towns to maintain schools.
10-15c Discrimination in public schools prohibited. School attendance by five-year-olds.
10-76a - 10-76g re special education.
10-184 Duties of parents (re mandatory schooling for children ages five to sixteen, inclusive) as amended by PA 98-243, PA 00-157, PA 09-6 (September Special Session) and PA 18-15.
10-186 Duties of local and regional boards of education re school attendance. Hearings. (Amended by PA 19-179 An Act Concerning Appeals to State Board. Establishment of hearing board.
10-233a - 10-233f Inclusive; re: suspend, expel, removal of pupils.
10-233c Suspension of pupils.
10-233d Expulsion of pupils.
10-261 Definitions.
State Board of Education Regulations
10-76a-1 General definitions (c) (d) (q) (t)
10-76d-7 Admission of student requiring special education (referral)
10-204a Required immunizations (as amended by PA 98-243)
McKinney-Vento Homeless Assistance Act (PL 107-110 Sec. 1032) 42 U.S.C. §11431-11435, as amended by the ESSA, P.L. 114-95
Federal Register: McKinney-Vento Education for Homeless Children & Youths Program, Vol. 81 No. 52, 3/17/2016.

Policy adopted by the Waterbury Board of Education on September 6, 2012, revised on March 26, 2020, and revised on D R A F T

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #12.3

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the revised Alcohol Use, Drugs, and Tobacco Policy (5131.6).

Approved:

Ann M. Sweeney

Alcohol Use, Drugs, and Tobacco (including Performance Enhancing Substances)

Pursuant to the goal of the Board of Education (Board) to maintain a drug, tobacco and alcohol-free school district, schools shall take positive action through education, counseling, parental involvement, and medical and police referral in handling incidents in the schools involving possession, sale, and/or use of behavior affecting substances. These substances shall include but not be limited to alcohol and controlled substances as defined in the Penal Code of the State of Connecticut.

Alcohol, tobacco, stimulants, street drugs, including but not limited to marijuana, heroin and cocaine; anabolic steroids, hormones and analogues, diuretics and other performance enhancing substances; including supplements and Creatine, are addressed by this policy and accompanying administrative regulations.

Possessing, using, or transmitting any substance which is represented to be or looks like a narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant, depressant, or intoxicant of any kind, including such substances that contain chemicals which produce the same effect of illegal substances including but not limited to Spice and K2 and bath salts are addressed by this policy.

Definitions

Drugs are defined as any substance other than food or water that is intended to be taken or administered (ingested, injected, applied, implanted, inhaled, etc.) for the purpose of altering, sustaining, or controlling the recipient's physical, mental, or emotional state. Drugs may include, but not be limited to, alcoholic beverages; controlled substances such as marijuana, hallucinogens, cocaine, barbiturates, amphetamines, narcotics; and non-authorized prescription drugs.

Controlled substances, for purposes of this policy shall include all controlled substances prohibited by federal and state law, look-alike drugs, alcoholic beverages, anabolic steroids, drug paraphernalia, any volatile solvents or inhalants, such as but not limited to glue and aerosol products, and prescription or patent drugs, except those for which permission for use in school has been granted pursuant to Board policy.

Under the influence, for purposes of this policy shall include any consumption or ingestion of controlled substances by a student.

Electronic nicotine delivery system means an electronic device that may be used to simulate smoking in the delivery of nicotine or other substance to a person inhaling from the device, and includes, but is not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or electronic hookah and any related device and any cartridge or other component of such device.

Alcohol Use, Drugs, and Tobacco (including Performance Enhancing Substances, continued)

Liquid nicotine container means a container that holds a liquid substance containing nicotine that is sold, marketed or intended for use in an electronic nicotine delivery system or vapor product, except “liquid nicotine container” does not include such a container that is prefilled and sealed by the manufacturer and not intended to be opened by the consumer.

Vapor product means any product that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of shape or size, to produce a vapor that may or may not include nicotine that is inhaled by the user of such product.

CBD, for purposes of this policy, is defined under federal law as a cannabis product with less than 0.3% tetrahydrocannabinol (THC) on a dry weight basis. It is also referred to as hemp. (Nonprescription CBD products that are available have not been approved by the U.S. Food and Drug Administration (FDA) for any use.)

Privacy Rights

Personal privacy rights of students shall be protected as provided by law. School properties may be inspected by school authorities to maintain health and safety. Searches to locate drugs, narcotics, liquor, weapons, poisons, and missing properties are matters relating to health and safety and may be regarded as reasonable grounds for searches by school personnel. Privileged communication between a certified or paraprofessional employee and a student concerning drug abuse shall remain confidential except in cases where the employee is obtaining physical evidence of a controlled substance, and/or where there is an immediate threat to, or where students' health, safety, and welfare may be jeopardized.

Illegal Activities

Use, possession, sale or distribution of drugs, including prescription drugs, drug paraphernalia and/or alcoholic beverages in violation of state law or Board of Education policy is prohibited at any time on school premises or at any school-sponsored activity. If a student is under the influence of a drug or alcohol, or engaged in the illegal activity of possessing or selling drugs and/or alcohol, the police will be notified, his/her parent(s)/guardian will be contacted, he/she will be suspended from school, referred to a Student Support Team, and considered for expulsion. In cases of the illegal activity of possessing or selling drugs or alcohol, students will be referred to the appropriate law enforcement authorities. If a student is arrested and is awaiting trial for possession of, or possession of with intent to sell drugs in or on school property or at a school-sponsored event, the student will not be allowed to attend school without the permission of the Superintendent, per the guidelines set forth in Policy #5114.

Notification of Policy

Annually, students will be notified through the student handbook, or through other means, of disciplinary sanctions for violation of this policy.

Principals shall include statements, appropriate to student maturity, in school handbooks and on District/school websites to the effect that:

Alcohol Use, Drugs, and Tobacco (including Performance Enhancing Substances, continued)

1. the unlawful manufacture, distribution, sale, dispensing, possession or use of controlled substances, other illegal drugs, performance-enhancing substances, alcohol or tobacco, including electronic nicotine delivery systems and vapor products, is prohibited in school, on school grounds, on school transportation and at school sponsored activities;
2. compliance with the standards of conduct stated in the handbook is mandatory;
3. a violation of its provisions will subject students to disciplinary action up to and including expulsion and referral for prosecution;
4. CIAC controlled activities at the high school and middle school levels sponsored by the District/school are included in this policy and accompanying administrative regulations; and
5. CIAC may impose sanctions beyond those applied by the District for the use of performance-enhancing substances, as defined in this policy, by athletes.

Disciplinary Action

Students who violate this policy will be subject to disciplinary action which includes, but is not limited to, suspension or expulsion, and/or a program recommended by the Student Support Team. Student athletes who violate this policy, participating in CIAC-controlled activities shall also be declared ineligible for such activities in accordance with CIAC policy and regulation. Any disciplinary actions imposed will ensure that similar violations will be treated consistently. The Superintendent shall propose and the Board of Education shall approve procedures and regulations to ensure that any student violating this policy is subjected to disciplinary action, and that any disciplinary actions imposed for similar violations are treated consistently.

The following guidelines for reporting alleged violations are to be followed:

1. If an employee suspects student possession, use, abuse, distribution or sale of controlled substances, other illegal drugs, performance-enhancing drugs, alcohol, or tobacco/tobacco products the employee shall refer the matter to the Principal or his/her designee. The Principal or designee will notify the student's parent/guardian, recommend a specific assessment, as appropriate, and contact law enforcement personnel as appropriate.
2. If an employee obtains physical evidence of a controlled substance, other illegal drug, drug paraphernalia, performance-enhancing drugs, alcohol, tobacco products or tobacco paraphernalia from a student in school, on school grounds, on school provided transportation or at a school sponsored event, the employee shall turn the student and the controlled substance over to the school principal or designee. The Principal will notify the student's parent/guardian, recommend a specified assessment as appropriate, notify law enforcement personnel and shall surrender possession of the controlled substance to the proper authorities within the time period required by state law.

Alcohol Use, Drugs, and Tobacco (including Performance Enhancing Substances, continued)**Drug-Free Awareness Program**

The Superintendent shall assure that the school District provides a drug-free awareness program for students including the following topics:

- health and safety-related dangers of drug abuse;
- review of the Board of Education's policy of maintaining drug-free schools;
- notification of the availability of drug counseling and rehabilitation programs; and
- official penalties for drug abuse violations in schools.

Drugs and Alcohol

It is the policy of the Board to prevent and prohibit the use (except as duly authorized through the school nurse), possession, distribution or sale of any drug, drug paraphernalia, or alcohol by any student at any time on school property, at school-sponsored events or on school-provided transportation. The District provides (1) a supportive environment for recovering chemically dependent students during and/or after their involvement in a treatment program for chemical dependency; and will provide (2) assistance to those students who are affected by drug/alcohol possession or use by others. Any student in District schools found to be using, selling, distributing, in possession of or under the influence of intoxicants, mood altering drugs or substances, or look-alike drugs, or in possession of any related drug paraphernalia during a school session, on school premises, or anywhere at a school-sponsored activity or trip, on school-provided transportation, or otherwise off school grounds when such student's conduct violates the substance abuse policy and is seriously disruptive of the educational process shall be subject to consequences as stated in the student handbook.

A breath alcohol tester is approved for use at events/activities such as dances and proms at the middle school and high school levels where, in the judgment of the school administrator, there exists reasonable suspicion that a student has consumed an alcoholic beverage and then, only under the following circumstances:

- The student denies to an administrator that he/she has consumed alcoholic beverages and wishes to establish his/her innocence. Should the student register a positive reading on the breath alcohol tester, consequences will be administered as outlined in the discipline/behavior regulations in the Code of Conduct.
- The student denies to an administrator that he/she has consumed alcoholic beverages and elects not to utilize the breath alcohol tester to establish his/her innocence. The judgment of the administrator will then be utilized to determine if the student has consumed an alcoholic beverage. In this instance, consequences will be administered as outlined in the discipline/behavior regulations in the Code of Conduct.

Alcohol Use, Drugs, and Tobacco (including Performance Enhancing Substances, continued)**Inhalant Abuse**

In addition to the prohibitions pertaining to alcohol, drugs and tobacco contained in this policy, no student shall inhale, ingest, apply, use or possess an abusable glue, aerosol paint or substance containing a volatile chemical with intent to inhale, ingest, apply or use any of these in a manner:

1. Contrary to directions for use, cautions or warnings appearing on a label of a container of the glue, paint aerosol or substance; and
2. Designed to affect the central nervous system, create or induce a condition of intoxication, hallucination or elation, or change, distort, or disturb the person's eyesight, thinking process, balance or coordination.

For purposes of this policy, inhalants are defined as follows, but not limited to:

Nitrous Oxide – Laughing Gas, Whippets, CO₂ Cartridge
Amyl Nitrite – “Locker Room,” “Rush,” “Poppers,” “Snappers”
Butyl Nitrite – “Bullet,” “Climax”
Chlorohydrocarbons – Aerosol Paint Cans, Cleaning Fluids
Hydrocarbons – Aerosol Propellants, Gasoline, Glue, Butane

Further, no student, 18 years of age or older, shall intentionally, knowingly or recklessly deliver or sell potentially abusable inhalant materials as listed above to a minor student.

No student shall intentionally use or possess with intent to use inhalant paraphernalia to inhale, ingest, or otherwise introduce into the body an abusable glue, aerosol paint or substance or other substance that contains a volatile chemical.

Any student in the District schools found to be in possession of, using, distributing, or selling potentially abusable inhalant materials shall be subject to disciplinary action as outlined in this policy, up to and including suspension and a recommendation for expulsion. Violators of this policy may also be required to complete an appropriate rehabilitation program. The Superintendent shall propose and the Board of Education shall approve procedures and regulations to ensure that any student violating this policy is subjected to disciplinary action, and that any disciplinary actions imposed for similar violations are treated consistently.

The Board of Education shall incorporate into the curriculum at all levels education pertaining to potential inhalant abuse which is appropriate for students given their age, maturity, and grade level. Inhalant abuse educational programs/information for parents/guardians will be offered in a manner convenient to parents/guardians.

Performance-Enhancing Drugs (including food supplement)

In addition to the prohibition pertaining to alcohol, drugs, tobacco and inhalants, the Board of Education prohibits the use, possession, distribution or sale of performance-enhancing drugs,

Alcohol Use, Drugs, and Tobacco (including Performance Enhancing Substances, continued)

including anabolic steroids and food supplements, including Creatine, by students involved in school-related athletics or any co-curricular or extracurricular school activity/program, other than use for a valid medical purpose as documented by a physician. Bodybuilding and enhancement of athletic ability and performance are not considered valid medical purposes.

School personnel and coaches will not dispense any drugs, medication or food supplements except as in compliance with Connecticut State law, District policy and as prescribed by a student's physician, dentist, physician assistant or advanced practice registered nurse.

Students shall be made aware of the dangers of steroid abuse and that such abuse, unauthorized possession, purchase, or sale will subject them to disciplinary action and CIAC sanctions.

Students who violate this policy will be subject to disciplinary action. The Superintendent shall propose, and the Board of Education shall approve, procedures and regulations to ensure that any student violating this section is subjected to disciplinary action, and that any disciplinary actions imposed for similar violations are treated consistently.

It is the expectation of the Board that District schools, as members of the Connecticut Interscholastic Athletic Association (CIAC), require all athletes playing in CIAC-controlled sports to be chemical free.

Tobacco/E-Cigarette Use by Students

There shall be no smoking or any other unauthorized use or possession of tobacco, tobacco products, including chewing tobacco or tobacco paraphernalia, and electronic nicotine delivery systems or vapor products by students in any school building or school vehicle at any time or on any school grounds during the school day, or at any time when the student is subject to the supervision of designated school personnel. Such as when the student is at any school function, extracurricular event, field trip, or school related activity such as a work-study program.

For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including but is not limited to, cigarettes, cigars, snuff, blunts, bidis, pipes, chewing tobacco, or any other substance that contains tobacco or nicotine, and all other forms of smokeless tobacco, rolling papers and any other items containing or reasonably resembling tobacco or tobacco products and electronic nicotine delivery systems or vapor product. In order to protect students and staff, the Board prohibits the use of tobacco or nicotine-based products in school buildings, on school grounds, in school vehicles, or at any school-related event.

Students who violate this policy will be subject to disciplinary action. The Superintendent shall propose and the Board of Education shall approve procedures and regulations to ensure that any student violating this policy is subjected to disciplinary action, and that any disciplinary actions imposed for similar actions are treated consistently.

Alcohol Use, Drugs, and Tobacco (including Performance Enhancing Substances, continued)**Medical Marijuana**

The conditions which follow are applicable to a District student who holds a certificate authorizing the palliative use of marijuana issued by the Connecticut Department of Consumer Protection (DCP) for the medical use of marijuana as set out in P.A. 12-55, “An Act Concerning the Palliative Use of Marijuana” and as amended by P.A. 16-23.

The District will not refuse to enroll a student or otherwise penalize a student for being a medical marijuana certificate holder unless failure to do so would cause the school to lose a monetary or licensing benefit under federal law or regulations.

A student medical marijuana certificate holder is subject to, without bias, the same code of conduct and disciplinary standards applicable to all students attending District schools.

A student medical marijuana certificate holder shall not:

- Undertake any task under the influence of marijuana that would constitute negligence;
- Possess or engage in the medical use of marijuana
 - On a school bus,
 - On the grounds of any preschool, elementary or secondary school,
 - Utilize marijuana in any form on public transportation or in any public place;
- Operate, navigate, or be in actual physical control of any motor vehicle while under the influence of marijuana, except that a qualifying certified marijuana user for medical purposes shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment;
- Use marijuana in any manner not authorized by P.A. 12-55; as amended by P.A. 16-23.
- Offer to give, sell, or dispense medical marijuana to another student or other individual on school property, in school-provided vehicles, at school events, or when functioning as a representative of the school.

If District officials have reasonable belief that a student may be under the influence, in possession of, or distributing medical marijuana, in a manner not authorized by the medical marijuana statute, law enforcement authorities will be informed.

A student who violates any portion of this policy shall be subject to disciplinary action and applicable criminal prosecution.

Although possession and use of marijuana for certain medical conditions, consistent with Connecticut’s P.A. 12-55, “An Act Concerning the Palliative Use of Marijuana,” as amended by P.A. 16-23, is no longer a crime in Connecticut, the possession and use of marijuana remains illegal under federal law. Consistent with federal law, including the Controlled Substances Act and the Drug-Free Schools and Communities Act, the use and or possession of marijuana continues to be prohibited while a student is on a school bus, at school, on school grounds or at a school-sponsored activity. The District will continue to enforce its policies regarding controlled

Alcohol Use, Drugs, and Tobacco (including Performance Enhancing Substances, continued)

substances and any students who violate District policy prohibiting the use, sale or possession of illegal drugs in District facilities and school property will be subject to disciplinary and criminal action.

Use of CBD Products

Students are prohibited from possessing, using, selling, delivering, manufacturing, or being under the influence of any substance containing ~~cannibidol~~cannabinol (CBD) or tetrahydrocannabinol (THC), regardless of whether it constitutes a controlled substance under federal law.

Legal Reference: Connecticut General Statutes

1-21b Smoking prohibited in certain places.

10-19 Teaching about alcohol, nicotine or tobacco, drugs and acquired immune deficiency syndrome. Training of personnel.

10-154a Professional communications between teacher or nurse and student. Surrender or physical evidence obtained from students.

10-220b Policy statement on drugs.

10-221(d) Boards of education to prescribe rules, policies and procedures re sale or possession of alcohol or controlled drugs.

21a-240 Definitions dependency producing drugs.

21a-240(8) Definitions "Controlled Drugs," dependency producing drugs.

21a-240(9) Definitions "controlled substance."

21a-243 Regulation re schedules of controlled substances.

21a-408 et. seq. Palliative Uses of Marijuana (as amended by P.A. 16-23)

53-198 Smoking in motor buses, railroad cars and school buses.

P.A. 11-73 An Act Regulating the Sale and Possession of Synthetic Marijuana and Salvia Divinorum.

P.A. 12-55 An Act Concerning the Palliative Use of Marijuana.

P.A. 16-23 An Act Concerning the Palliative Use of Marijuana.

P.A. 14-76 An Act Concerning the Governor's Recommendations Regarding Electronic Nicotine Delivery Systems and Youth Smoking Prevention.

P.A. 15-206 An Act Regulating Electronic Nicotine Delivery Systems and Vapor Products

Federal Regulation 34 CFR Part 85 Drug-free Schools & Communities Act.

P.L. 114-95 Every Student Succeeds Act, Section 8573

20 U.S.C. Section 7181 et. seq., No Child Left Behind Act.

Synthetic Drug Abuse Prevention Act of 2012. (part of s.3187, the Food and Drug Administration Safety and Innovation Act)

New Jersey v. T.L.O., 469 U.S. 325 (1985).

Veronia School District 47J v. Acton, 515 U.S. 646. (1995)

Board of Education of Independent School District No 92 of Pottawatomie County v. Earls 01-332 U.S. (2002).

Policy adopted by the Waterbury Board of Education on November 16, 2016

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #13.1

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve the FY 21 School Readiness Quality Enhancement Grant.

Approved:

Rocco F. Orso



Q2.

**FY 21 SCHOOL READINESS QUALITY ENHANCEMENT GRANT
DUE DATE: APPLICATIONS ACCEPTED THROUGH
DECEMBER 1, 2020.**

Applications will be processed in the order received.
Funds will be available upon grant and budget approval.

Signature pages not included with this application must be submitted directly to the School Readiness Program Manager within 30 days from the date application is submitted.

Q3.

GRANT SUBMISSION INFORMATION

Date of Board Acceptance

If the submission of the application for the School Readiness Grant Program requires the official approval and/or endorsement of any board or like body (e.g., board of education, town council, etc.), the approval and/or endorsement of such body should be submitted with the grant application. If it is not possible to obtain board or similar approval prior to submission of the grant application, the official board approval or similar document should be sent under separate cover, no later than 30 days from the date of application. ***Failure to submit signature pages may result in the retraction of funds requested and drawn down.***

Obligations of Grantees and Sub-Grantees

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

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

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

GRANT PROCESS**Information and Assistance**

You will be able to download a PDF of your responses once you submit your survey, please read the directions on the Certification Page to do this. If you need assistance with this RFP, please email Cheryl Sparks at cheryl.sparks@ct.gov (do not call). Please note that it may take up to three business days for your email to be answered.

Review of Applications and Grant Awards

The OEC reserves the right to make a grant award under this program without discussion with the applicants. Therefore, applications should be submitted which present the project in the most favorable light from both technical and cost standpoints. All awards are subject to the availability of funds. Districts or municipalities awarded funds under this grant program are cautioned not to commit such funds until an official grant award letter is received. Fiscal Agents are responsible for downloading Grant Award Letters from the Pre-payment Grant System once communities are notified that budgets have been entered and approved.

Reservations and Restrictions

The OEC reserves the right not to fund an applicant or grantee if it is determined that the grantee cannot manage the fiscal responsibilities required under the grant or demonstrates an inability to meet programmatic requirements of this grant, e.g., licensing, health and safety, Professional Registry, etc.



Connecticut Office of Early Childhood

Q5.

REVISED QUALITY ENHANCEMENT SCHOOL READINESS FY 2021 GRANT APPLICATION

For continuation of School Readiness grants awarded in FY 2020. Legislative Authority
Connecticut General Statutes Sections 10-16o through 10-16r and Sections 10-16t through 10-16u

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Q6.

REAPPLICATION PROCESS

Information / Technical Assistance

Is available upon email request.

Consultative Assistance

Cheryl Sparks, School Readiness Program Manager, Connecticut Office of Early Childhood, Division of Early Care and Education, via email at cheryl.sparks@ct.gov to answer questions regarding reapplication procedures or proposal format.

Reservations and Restrictions


The OEC reserves the right not to fund an applicant or grantee if it is determined that the grantee cannot manage the fiscal responsibilities required under the grant or demonstrates an inability to meet programmatic requirements of this grant, e.g., licensing, health and safety, Professional Registry, etc.

Reapplication Submission

The following pages constitute the community reapplication for School Readiness Quality Enhancement funding. Specific instructions are included within each section. Please note that you will be required to upload documents throughout this reapplication.

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Q7.

**FY 21 QUALITY ENHANCEMENT SCHOOL READINESS GRANT
REAPPLICATION**

This grant is supported by the Connecticut Office of Early Childhood

GRANT PERIOD

September 1, 2020 to June 30, 2021

Q8. COMMUNITY

Q9. REAPPLICATION CONTACT PERSON

(School Readiness Liaison or Grant Application Contact if no Liaison)

Name

Address

Address 2

City

Zip Code

Telephone

E-mail

Q10. FY 21 QUALITY ENAHANCEMENT FUNDING REQUESTED

Quality Enhancement (Amount may not exceed
FY20 award - refer to Q.11 for FY for amounts
listed by community)

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Q11.

QUALITY ENHANCEMENT

Purpose: The OEC shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement (QE) grants to providers of School Readiness programs pursuant to C.G.S. Sections 10-16p and 10-16u to enhance the quality of early childhood education programs. School Readiness programs in Priority School Readiness districts, and Competitive School Readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding.

The purpose of the Quality Enhancement funding is to assist early care and education programs in addressing quality standards and/or expand comprehensive services for children and families.

C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

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

improvement of staff to child ratios and interaction, initiatives to promote staff retention, pre-literacy development, parent involvement, curriculum content and lesson plans.

14. **For FY 21 only, the funds provided through this grant may be used to support to programs in the acquisition of PPE (masks and gloves) and supplies for cleaning and disinfecting toys, equipment, and indoor and outdoor environments in accordance with public health guidance in response to the COVID-19 pandemic.**
15. **Priorities for Funding:** This grant should not duplicate program accreditation or training activities that are generally available at the local or regional level. Additionally, funds cannot be used for increasing staff salaries or for administrative or planning functions. This section of funding is based upon availability of funds. The plan must align with the purpose of the funding (above).

Funds Available: The OEC anticipates that a total amount of \$892,955 will be available between September 1, 2020 and June 30, 2021. All grants shall be funded within the limits of available appropriations. The table below details the proposed allocations for the Priority School Readiness municipalities.

Municipality	Grant Award		Municipality	Grant Award
Andover	3,881		Milford	3,881
Ansonia	6,447		Naugatuck	3,881
Ashford	3,881		New Britain	39,928
Bloomfield	8,035		New Haven	81,386
Branford	3,881		New London (LEARN)	17,226
Bridgeport	101,074		North Canaan	3,881
Bristol	18,756		Norwalk	37,688
Brooklyn	3,881		Norwich	20,120
Canterbury	3,881		Plainfield	3,881
Chaplin	3,881		Plainville	3,881
Colchester	3,881		Plymouth	3,881
Coventry	3,881		Putnam	6,447

Danbury	24,889		Scotland	3,881
Derby	3,881		Seymour	3,881
Eastford	3,881		Shelton	3,881
East Hartford	21,242		Sprague	3,881
East Haven	3,881		Stafford	3,881
Ellington	3,881		Stamford	48,970
Enfield	3,881		Sterling	3,881
Greenwich	3,881		Stratford	3,881
Griswold	3,881		Thomaston	3,881
Groton	3,881		Thompson	3,881
Hamden	3,881		Torrington	3,881
Hampton	3,881		Vernon	3,881
Hartford	112,523		Voluntown	3,881
Hebron	3,881		Waterbury	75,641
Killingly	3,881		West Hartford	3,881
Lebanon	3,881		West Haven	24,973
Ledyard	3,881		Winchester	3,881
Lisbon	3,881		Windham	13,963
Manchester	3,881		Windsor	3,881
Mansfield	3,881		Windsor Locks	3,881
Meriden	28,337		Wolcott	3,881
Middletown	19,023		TOTAL	\$892,955



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Q12.

QUALITY ENHANCEMENT (QE) INDIVIDUAL VENDOR REQUESTS FOR PROPOSAL

Each community is required to publicly issue a QE RFP to identify eligible local vendors to provide School Readiness quality enhancement services to local School Readiness providers.

Requirement: The QE RFP is for use when soliciting applications for projects. The general public must be notified of the opportunity to bid. Include a copy of the public notice with this application for ANY NEW INITIATIVES proposed for FY21. The School Readiness Council will collect, review and score the application(s).

Activities approved during the FY 20 QE RFP process that will continue in FY 21 with no change in vendors providing those services or the services being provided, do not require the solicitation of vendors or the completion of vendor applications for FY21.

The School Readiness Council must ensure that all local procurement processes are followed for all FY 21 proposed services and vendors not previously approved through the FY 20 RFP process.

Exception for FY 21 only: New vendor applications are not required for changes in the use of QE funds for the acquisition of PPE (mask and gloves) and supplies for School Readiness funded program sites to clean and disinfect toys, equipment and indoor and outdoor environments in accordance to public health guidance in response to COVID-19.

Communities shall indicate the amount of funding and budget detail for the funds redirected for this use in the community budget workbook. Documentation of PPE and supplies purchased through this grant must be maintained at the local level and made available upon request.

Check the applicable response below:

- ☒ The vendors and services approved in the FY 20 Quality Enhancement Grant Application will remain unchanged in FY21. (Skip to Q.17)
- ☐ The vendors and services approved in the FY 20 Quality Enhancement Grant Application will remain unchanged in FY21, however a portion of those funds will be reallocated to support programs in the acquisition of PPE and supplies for cleaning and disinfecting in accordance to public health guidance in response to COVID-19. (Skip to Q.17)

☐ Some or all vendors and services approved during the FY 20 QE RFP process will change for FY 21. (Responses for all remaining questions required.)

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Q13.

Upload a copy of the community's public notice for the FY 21 QE Individual Vendor RFP for the solicitation of new vendors/activities. *N/A*

Drop files or click here to upload

Q14.

Upload the completed New Vendor RFP for each new proposed activity or change in vendor for FY21. *N/A*

QE FY21 INDIVIDUAL VENDOR RFP.doc

Local QE - Approved New Vendor 1

Drop files or click here to upload

Q15. Local QE - Approved Vendor 2 *N/A*

Drop files or click here to upload

Q16. Local QE - Approved Vendor 3 *N/A*

Drop files or click here to upload

Q17. Complete and upload the FY21 QE Continuation Funding Grid listing all NEW and/or FY 20 CONTINUING Activities approved by the Council for FY 21.

FY 21 QE Continuation Funding Grid.xls

Copy of FY 21 QE Continuation Funding Grid.xls

42 KB

application/vnd.ms-excel

Q18.**QUALITY ENHANCEMENT BUDGET**

Using the QE budget workbook provided, indicate how the funds will be expended through June 30, 2021. There are no administrative, indirect costs or carryover funds allowed. The fiscal agent may request funds through the online prepayment grant system.

Applicants must complete the Quality Enhancement Budget Justification Page (tab 1 of the QE Budget Workbook), providing a justification for each line item expenditure proposed in the grant budget. The ED114 Budget Page (tab 2 of the QE Budget Workbook) will auto-calculate based on totals from the Justification Page.

An explanation of budget codes can be found here:

[Quality Enhancement Budget Object Codes.doc](#)

Q17

FY 21 SCHOOL READINESS QUALITY ENHANCEMENT CONTINUATION FUNDING GRID SEPTEMBER 2020 - JUNE 2021										
Vendors and services approved during the FY20 RFP process that will remain unchanged in FY21.										
COMMUNITY:		Waterbury			Goals	Indicators of Progress	FY 21 Funding allocated for this Activity	Amount of FY20 funds approved for this activity reallocated in FY 21 to purchase PPE and/or supplies for cleaning and disinfecting in response to COV/D-19	If yes, in previous column, indicate amount reallocated	
Description of Activity		Approved Vendor	New or Continuing from FY 20 Vendor/Activity? (select from drop down)	Statement of Need						
1	Acquisition of PPE (gloves and masks) and supplies for cleaning and disinfection toys, equipment and indoor/outdoor environments for School Readiness funded program sites.		N/A		Ensure the health and safety of children staff and families in School Readiness funded program sites during the pandemic	Reduce the spread of COVID-19 in School Readiness funded program sites	Minimize disruption to program operations and services provided as a result of COVID-19	\$ 4,665.00		
2	Pyramid Model framework training focus on prevention using targeted social skills		yes	Continuing	Development of children's social, emotional and behavioral development.	Reduce the number of referrals to BCBA services	Reduction in referrals from same time period last year. Pre and post staff surveys reflecting usage and understanding of Pyramid framework. 75% participation rate for all participants.	\$ 27,200.00	none	
3	Community BCBA service provider to address behavior concerns through consultation		yes	Continuing	Aggression toward staff and peers, property destruction, and self-injurious behaviors are documented by programs and have risen since March 2020.	Early intervention to decrease or remove maladaptive behaviors.	Reduction in maladaptive behaviors that are generalized throughout the day. Decrease in numbers of students referred for further evaluations using the baseline from 2020.	\$ 27,200.00	none	
4	Professional development - Trauma informed teaching and learning development		yes	Continuing	Children are demonstrating indicators of trauma.	Ensure the mental health of children as they encounter trauma including pandemic related stressors	Decrease in frequency of self injurious behaviors, increase in self regulation skills.	\$ 2,838.00	none	
5	Development of virtual community events/outreach- increased by \$457.00		yes	Continuing	Enrollment and attendance is reduced due to covid, reaching out virtually to create and maintain connections with current families, and the families of students who may be eligible for Fall 2021 Kindergarten.	To engage families in virtual enrichment activities including STEAM, literacy, and SEL.	Rate of growth from baseline in participation of community events.	\$ 1,738.00	none	
6	Quality Enhancement supplies for programs-increased \$200.00		yes	Continuing	Programs need support in purchases to ensure NAEYC accreditation and best practices are met	Every program will have supplies needed to ensure growth of every child in each domain.	NAEYC accreditation-	\$ 10,000.00	none	
7	Liaison Training and Development NAEYC conference/ CLASS training development		yes	Continuing	Training in the implementation of CLASS. Ongoing professional development through NAEYC conferences	Remain current on best practices, staff development, parent engagement, and relationships between students and teachers.	Using CLASS tools in programs. Tackling new learning through liaison meetings with providers and teachers.	\$ 1,600.00	none	
8				Select from drop down				\$ -	none	
						TOTAL FY 21 Q1 FUNDING REQUEST		\$ 75,641.00	TOTAL FUNDING ADJUSTMENTS MADE TO FY20 ACTIVITY FUNDING FOR REALLOCATION OF FUNDS TO PURCHASE PPE AND SUPPLIES	\$ -

FY 21 SCHOOL READINESS QUALITY ENHANCEMENT CONTINUATION FUNDING GRID SEPTEMBER 2020 - JUNE 2021

Vendors and services approved during the FY20 RFP process that will remain unchanged in FY21.

COMMUNITY:					Goals	Indicators of Progress	FY 21 Funding allocated for this Activity	Amount of FY20 funds approved for this activity reallocated in FY 21 to purchase PPE and/or supplies for cleaning and disinfecting in response to COVID-19	If yes, in previous column, indicate amount reallocated
Description of Activity		Approved Vendor	New or Continuing from FY 20 Vendor/Activity? (select from drop down)	Statement of Need					
1	Aquisition of PPE (gloves and masks) and supplies for cleaning and disinfection toys, equipment and indoor/outdoor environments for School Readiness funded program sites.	N/A		Ensure the health and safety of children staff and families in School Readiness funded program sites during the pandemic	Reduce the spread of COVID-19 in School Readiness funded program sites	Minimize disruption to program operations and services provided as a result of CCVID-19	\$ -		
2			New				\$ -	Select from drop down	\$ -
3			Select from drop down				\$ -	Select from drop down	\$ -
4			Select from drop down				\$ -	Select from drop down	\$ -
5			Select from drop down				\$ -	Select from drop down	\$ -
6			Select from drop down				\$ -	Select from drop down	\$ -
7			Select from drop down				\$ -	Select from drop down	\$ -
8			Select from drop down				\$ -	Select from drop down	\$ -
TOTAL FY 21 QE FUNDING REQUEST							\$ -	TOTAL FUNDING ADJUSTMENTS MADE TO FY20 ACTIVITY FUNDING FOR REALLOCATION OF FUNDS TO PURCHASE PPE AND SUPPLIES	\$ -

QUALITY ENHANCEMENT BUDGET OBJECT CODES

I. General Description

The Connecticut State Department of Education is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (<https://nces.ed.gov/pubs2015/2015347.pdf>) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. An analysis of object code usage throughout the department has allowed us to develop the attached master budget with object codes of varying levels of detail. A standard description of each is also provided. For a specific grant, it may be necessary to modify what can be included in a given object based on the grant legislation. Please review the instructions for specific grant budget development carefully before requesting an ED114 form from the Bureau of Grants Management.

II. Master Budget Form Object Code Descriptions/Includable Items

111A Non-Instructional

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

111B Instructional

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

200 Personal Services - Employee Benefits

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

320 Professional Educational Services

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

321 Tutors (Instructional Non-Payroll Services)

Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.

322 In-service (Instructional Program Improvement Services)

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

323 Pupil Services (Non-Payroll Services)

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

324 Field Trips

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

325 Parental Activities

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

330 Employee Training and Development Services

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

340 Other Professional Services

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

341 Audit

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

350 Technical Services

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

400 Purchased Property Services

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

500 Other Purchased Services

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

600 Supplies

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

700 Property

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

Complete and upload the FY 21 QE Approved Vendor Summary Budget Workbook (summary of all vendor budgets).

QE APPROVED VENDOR SUMMARY BUDGET WORKBOOK FY21.xls

(required for both continuation QE services and vendors and new QE services and vendors).

QE_APPROVED_VENDOR_SUMMARY_BUDGET_WORKBOOK_FY21 (2).xls

60.9 KB

application/vnd.ms-excel

Q19.


QUALITY ENHANCEMENT GRANT SIGNATURE PAGE

SR_QE Grant_Signature_Page.doc

Emails from Elected Official and Superintendent approving the grant or electronic signatures on the document will be accepted. Hard copy of Signature Page is not required.

Upload the completed QE Grant Signature Page

Drop files or click here to upload

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Q18

SCHOOL READINESS QE APPROVED VENDOR SUMMARY BUDGET WORKBOOK

Waterbury

Waterbury School Readiness Community

Directions:

- 1.) Before you begin, save a hard copy of this workbook file to your hard drive.
- 2.) Complete all forms labeled separately on the bottom tabs as they pertain to your site/sites.
- 3.) Please note that the "Budget Justification" worksheet will automatically populate the ED114 Budget worksheet.
- 4.) Upon completion, save a copy of your workbook to upload to the budget section of the RFP.

NOTE: This workbook is used to summarize all APPROVED vendor budget proposals for your community.

FISCAL YEAR 2019			
ED 114 BUDGET FORM			
GRANTEE NAME:	Waterbury		
GRANT TITLE:	School Readiness Quality Enhancement Grant	Grant Period:	7/1/2020 to 6/30/2021
Project Title	School Readiness Quality Enhancement	Total Award:	\$ 75,641.00
Accounting Classification: Fund: 11000 SPID: 17097 Year: 2021 PROG: 82079 CFI: 170018/170035			
CODES	DESCRIPTIONS	ANNUAL	
111a	Non-Instructional (Administrative/Supervisor Salaries/Clerical/Other)	\$	-
111b	Instructional	\$	-
200	Benefits	\$	-
320	Professional Education Services	\$	-
321	Tutors	\$	-
322	In-service	\$	2,838.00
323	Pupil Services	\$	-
324	Field Trips	\$	-
325	Parent Activities	\$	1,738.00
330	Employee Training and Development Services	\$	1,800.00
340	Other Professional Technical Services	\$	54,400.00
400	Purchased Property Services	\$	-
500	Other Purchased Services	\$	-
600	Supplies	\$	14,865.00
700	Property	\$	-
TOTAL		\$	75,641.00
		Original Date:	Revised Date:

QE BUDGET JUSTIFICATION PAGE

All totals in budget justification page are linked to the ED114 budget form and will auto-calculate

Municipality: Waterbury

July 1, 2020 to June 30, 2021

Line Items	NARRATIVE	
111A	NON-INSTRUCTIONAL	ANNUAL
	TOTALS	\$ -
111B	INSTRUCTIONAL	ANNUAL
	TOTALS	\$ -
200	PERSONNEL SERVICES / BENEFITS	ANNUAL
	TOTALS	\$ -
320	PROFESSIONAL EDUCATION SERVICES	ANNUAL
	TOTALS	\$ -
321	TUTORS (NON-PAYROLL SERVICES)	ANNUAL
	TOTALS	\$ -
322	IN-SERVICE (INSTRUCTIONAL PROGRAM IMPROVEMENT SERVICES)	ANNUAL
	Professional development- Inservice	\$ 2,838.00

QE BUDGET JUSTIFICATION PAGE

***All totals in budget justification page are linked to the
ED114 budget form and will auto-calculate***

Municipality: Waterbury

July 1, 2020 to June 30, 2021

	TOTALS	\$ 2,838.00
323	PUPIL SERVICES (NON-PAYROLL SERVICES)	ANNUAL
	TOTALS	\$ -
324	FIELD TRIPS	ANNUAL
	TOTALS	\$ -

QE BUDGET JUSTIFICATION PAGE

***All totals in budget justification page are linked to the
ED114 budget form and will auto-calculate***

Municipality: Waterbury

July 1, 2020 to June 30, 2021

325	PARENT ACTIVITIES	ANNUAL
	Family supplies for virtual community events	\$ 1,738.00
	TOTALS	\$ 1,738.00
330	EMPLOYEE TRAINING AND DEVELOPMENT SERVICES	ANNUAL
	NAEYC conferences	\$ 1,500.00
	Misc. Staff PD	\$ 300.00
	TOTALS	\$ 1,800.00
340	OTHER PROFESSIONAL TECHNICAL SERVICES	ANNUAL
	Coaching/Consultation SR Classrooms	\$ 27,200.00
	BCBA support for SR Classrooms	\$ 27,200.00
	TOTALS	\$ 54,400.00
400	PURCHASED PROPERTY SERVICES	ANNUAL
	TOTALS	\$ -
500	OTHER PURCHASED SERVICES	ANNUAL
	TOTALS	\$ -
600	SUPPLIES	ANNUAL
	Books to support family events, recruitment, SR Library	\$ 3,000.00
	Materials to support program improvement/PD	\$ 7,000.00
	PPE	\$ 4,865.00

QE BUDGET JUSTIFICATION PAGE

*** All totals in budget justification page are linked to the ED114 budget form and will auto-calculate***

Municipality: Waterbury

July 1, 2020 to June 30, 2021

[illegible]

Q19

SCHOOL READINESS QUALITY ENHANCEMENT
GRANT SIGNATURE PAGE

GRANT PERIOD

September 1, 2020 to June 30, 2021

COMMUNITY: Waterbury, CT

APPLICATION CONTACT PERSON:
(Name, Address, Telephone, E-mail)

Mary Sue Hincks
30B Church Street
Waterbury, CT 06702
203 573 6684
mhincks@waterburyk12.ct.us

ESTIMATED FUNDING:

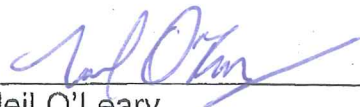
Quality Enhancement: \$75,641
Total: \$75,641

We, Mayor Neil O'Leary & Superintendent Dr. Verna Ruffin, the undersigned authorized chief administrative officials submit this proposal on behalf of the applicant agency, attest to the appropriateness and accuracy of the information contained therein, and certify that this proposal, if funded, will comply with all relevant requirements of the state and federal laws and regulations.

In addition, funds obtained through this source will be used solely to support the purpose, goals and objectives as stated herein.

Signature: (Chief Elected Official)

Name: (typed)


Neil O'Leary

Title: Mayor


Agency:

City of Waterbury

Date: 11/4/20

Signature: (Superintendent)

Name: (typed)


Dr. Verna Ruffin

Title: Superintendent

Agency:

Waterbury Public Schools

Date: 10/20/20

Q20.

QUALITY ENHANCEMENT STATEMENT OF ASSURANCES AND SIGNATURE PAGE

STATEMENT OF ASSURANCES.docx

FY 21 QE Community Statement_of_Assurances_Signature_Page.doc

Emails from Elected Official and Superintendent attesting to the statement of Assurances or electronic signatures on the document will be accepted. Hard copy of Statement of Assurances is not required.

Upload the completed QE Statement of Assurances Signature Page

Drop files or click here to upload

Q21.

CERTIFICATION PAGE

There are no further questions In this RFP. Please be sure to go back and check that all questions have been answered.

After you certify below that all questions have been answered and click the ">>" button, your RFP will have been submitted and cannot be reopened.

STATEMENT OF ASSURANCES

STANDARD STATEMENT OF ASSURANCES GRANT PROGRAMS

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools). Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

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

PROJECT TITLE: SCHOOL READINESS GRANT PROGRAM FY21

THE APPLICANT: City of Waterbury **HEREBY ASSURES THAT:**

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

monies not expended in accordance with the approved program/operation budget as determined by the audit;

L. REQUIRED LANGUAGE (NON-DISCRIMINATION)

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

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

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

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

- b) (1) The Contractor agrees and warrants that in for performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such

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

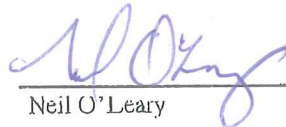
- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of the Section and Connecticut General Statutes § 46a-56.
- h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- M. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.
- N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.
- O. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.
- P. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

Q20

SCHOOL READINESS QUALITY ENHANCEMENT FY 2021
STATEMENT OF ASSURANCES SIGNATURE PAGE

We, the undersigned authorized officials, do hereby certify that these assurances shall be fully implemented.

Signature of Chief Elected Official:



Neil O'Leary

Name: (please type)

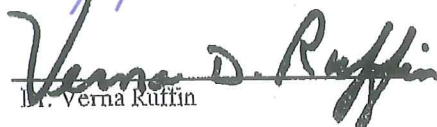
Mayor

Title: (please type)

Date:

11/4/20

Signature of Superintendent:



M. Verna Ruffin

Name: (please type)

Superintendent

Title: (please type)

Date:

10-26-20


To Be Signed if the Fiscal Agent is other than the Municipality or the School District:

Signature of Fiscal Agent:

Name: (please type)

Title: (please type)

Date:



CAUTION

Q23.

☐ By clicking here, I certify that I have answered every question to the best of my knowledge and belief and that all of the information contained herein this School Readiness Community Quality Enhancement RFP is truthful and accurate.

<<

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BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #13.2

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the Connecticut State Department of Education 2020 Low-performing Schools bond Funding Grant for the following schools:

1. North End Middle School
2. Wallace Middle School
3. West Side Middle School
4. Crosby High School
5. Kennedy High School
6. Wilby High School

Approved:

Rocco F. Orso



Waterbury Public Schools

Office of Competitive Grants

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

November 16, 2020

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

Re: Low-Performing Schools Bond Funding Grant 2020

On November 2, 2020, the Connecticut State Department of Education (CSDE) announced a new round of competitive grants for low-performing schools. For this round of funding requests for this grant program, districts can apply for up to \$200,000 per eligible school, for technology devices or device access for teachers and/or students to support remote learning in response to COVID-19. Further details of this grant opportunity can be found in my attached Grant Highlights document.

The eligible schools in Waterbury are Wallace, North End, and West Side Middle Schools, and Crosby, Kennedy, and Wilby High Schools. I have consulted with district personnel involved with providing technology devices for remote learning to develop the proposed projects. No matching funds are required; although to maximize a \$200,000 grant if awarded for a given school, based on current pricing, the district would need to augment grant funds by less than \$100 per school.

Grant applications are due to CSDE on December 1, 2020, and will require Waterbury Public Schools Board of Education approval to apply. I respectfully request your permission to apply for the 2020 Low-Performing Schools Bond Funded Grants herein described. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin
Dr. Janice Epperson
William Clark
Doreen Biolo
Will Zhuta

Low-Performing Schools Bond Funding Grant 2020
CT State Department of Education
November 2, 2020
Louise Allen Brown

Grant Highlights

Program Purpose: This grant will support “Connecticut’s low-performing K-12 public schools by providing grants-in-aid for alterations, repairs, improvements, technology, and equipment to address school site opportunities promoting learning, health, and safety for all children in high-quality facilities and 21st century educational environments.

The funds outlined in this specific award will provide grants-in-aid to eligible schools and districts exclusively for the purchase of technology needed to ensure teachers and students have devices, and access to devices, to successfully enable remote learning, as needed, in response to COVID-19.” [rfp, p.3]

Eligible Applicants: “Applications will be accepted from LEAs on behalf of their low-performing schools. For purposes of this program, a low-performing school is a designated Commissioner’s Network, School Improvement Grant (SIG), Category 4 or 5 designated school (including Charter Schools) located in a state-designated Alliance District municipality. School category classifications will follow the assignments published in the 2018-19 CSDE School Classification report. LEAs must submit a separate application for each school they wish to have considered.” [rfp, p.3]

For WPS, the schools eligible for this grant are Wallace, North End, and West Side Middle Schools, and Crosby, Kennedy, and Wilby High Schools.

Grant Period: “Funding awarded through this grant application process must be expended by June 30, 2022.” [rfp, p.3]

Grant Amount:

“LEAs may submit an application(s) requesting up to \$200,000 per school....The awarding of funding is contingent upon an application’s selection, the availability of funds, and approval by the CSDE and the State Bond Commission.” [rfp, p.3]

Matching Funds: No matching funds are required. (However, for the WPS proposal, approximately \$80 per school may be required per \$200,000 grant application, according to preliminary budget figures.)

Application Deadline: December 1, 2020

Special Requirements: “Low-Performing Schools bond funding shall not supplant nor overlap with other technology-related grant funding sources...” [rfp, p.3]

Waterbury Public Schools (WPS) Program Description:

Waterbury proposes to prepare and submit a total of six (6) applications for this grant, one for each of the eligible schools: Wallace Middle, North End Middle, West Side Middle, Crosby High, Kennedy High, and Wilby High Schools. For each school the district will propose the purchase of approximately 344 Chrome books and approximately 30 Chrome book carts. Adding these Chrome books to the other technology resources the district has secured will enhance the district’s ability to support and improve remote learning for students at the middle and high school levels (where hybrid, and sometimes all remote, learning models are in place). According to CTC, there are many devices that are returned by students damaged; as well as many Chromebooks in the district that were designed for classroom use and never intended for student remote learning. Further, some devices were purchased through specific funding for limited purposes in a classroom setting, and therefore those devices are not the most appropriate devices for remote student learning. Additional devices with curriculum friendly supports like touchscreens will be purchased. Carts will facilitate charging and safe storage of Chromebooks while students are at school and/or during summer months. The total of the six grant request amounts will be approximately \$1.2 million.

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.1

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

Patrick, Kenneth – WHS Assistant Volleyball, effective 10/13/2020.

Stroud, Lori – WHS Lead Unified Sports, effective 10/13/2020.

Soeprasetyo, Preston – WHS Assistant Baseball, effective 04/11/2021.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.2

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

<u>Name</u>	<u>Position/ Location</u>		<u>Rate P/Hour</u>	<u>Union</u>	<u>Effective</u>
Andrews, Lomon	Security Guard Adult Education	Part Time	\$20.00	NonBOE	10/22/2020
Diaz, Kimberly	Tutor ELA/ Reed	Part Time	\$25.00	NonBOE	10/15/2020
Gjolle, Besmira	ABE Teacher Adult Education	Part Time	\$33.00	NonBOE	10/22/2020
Hadley, Gaylynn	Parent Liaison Wilby	Part Time	\$15.21	Follows SEIU3 benefits	10/01/2020
Jackson, Tonya	Assistant Tutor to the Homeless/ McKinney Vento	Part Time	\$16.00	NonBOE	10/15/2020
Melchor, Nathan	Computer Tech	Part Time	\$12.00	NonBOE	11/05/2020
Montgomery, Asia	Parent Liaison WCA	Full Time	\$15.12	Follows SEIU3 benefits	10/01/2020
Nixon, Andrea	Payroll Clerk Finance	Full Time	\$21.05	UPSEU 69	10/15/2020
Robinson, Jae'Quan	Behavior Counselor	Full Time	\$22.00	Follows SEIU3 benefits	10/01/2020
Wasilewski, Diane	Classroom Aide Adult Education	Part Time	\$21.50	NonBOE	10/22/2020

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.3

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following new teacher hires:

LAST NAME	FIRST	SCHOOL	ASSIGNMENT	DOH
Accetura	Kailyn	North End	Gr 6 Science	08/24/2020
Aguirre-Galan	Ashley	Crosby	Special Ed	08/24/2020
Andreycak	Ashley	Sprague	Gr 3	09/08/2020
Azab	Jaime	Walsh	Gr 5	10/01/2020
Bailey	Teri	Kennedy	Art	08/24/2020
Bleau	Lisa	State Street	Sped Gr 4-5	09/16/2020
Boland	Cathleen	West Side	Science Gr 6	08/24/2020
Boland	Haley	W. Cross	Gr 3	09/08/2020
Burksa	Alyssa	Bunker Hill	Sped G 3-4	08/31/2020
Calcavecchio	Ellen	Driggs	Special Ed	08/24/2020
Casas	Effren	Wilby	ROTC	07/01/2020
Chavarry Ysla	Jose	Wilby	Bil Biology Gr9-12	09/08/2020
Cuadrado	Andrea	Wilby	ELA	08/24/2020
Cusano	Brooke	Wallace	Sped	08/24/2020
Davis	Chad	Wilby	Special Ed BDLC	08/24/2020
DellaVolpe	Erica	Waterbury Arts	PE/Health	08/24/2020
Durkin	Lynda	Walsh/Tinker	ESL	08/24/2020
Giddings	Jennifer	Driggs/Chase	Art	08/24/2020
Iadarola	Kristen	Kennedy	Eng LA	09/08/2020
Kaponis	Rachael	State Street	Pre-k Sped	09/08/2020
Lavernoich	Julia	Bunker Hill	Music	09/08/2020
Miller	Alexandra	Bucks Hill Annex	Pre-K Sped	08/24/2020
Miller	Justin	Wilby	PE/Health	08/24/2020
Morrow	Olivia	Wilby	Music	09/08/2020
Morse	Joseph	Career Academy	Math	09/17/2020
Murrell	Kereme	Kennedy	Guidance Couns.	09/08/2020
Mustafaraj	Megi	Wilson	Gr 2	08/24/2020
Nazario	Katherine	Bucks Hill	Gr 5	08/24/2020
Newman	Michael	Reed	Music	11/02/2020
Nido	Savanah	Chase	Gr 2	09/14/2020
Nott	Timothy	Wilson	Special Ed	08/24/2020
Oliver Miccio	Audra	Wilby	Special Ed BDLC	09/08/2020

BOARD OF EDUCATION

Waterbury, Connecticut

November 19, 2020

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Paglia	Marissa	Tinker	Kindergarden	08/24/2020
Peters	Courtney	Duggan	Eng/LA Gr 7	09/08/2020
Petta	Mikaela	Rotella	Gr 4	08/24/2020
Piselli	Damon	Career Academy	History/Soc Stud.	08/24/2020
Purnawasi	Muniram	Crosby	Math	09/08/2020
Quispe	Magna	OEC-Districtwide	Pre-K	10/22/2020
Reeves	Kenneth	Bunker Hill	Special Ed- BDLC	09/08/2020
Rivera	Ana	BH Annex	Pre-K Sped	10/01/2020
Rosenblum-Shevis	Barbara	Wallace	Math Gr 7	08/24/2020
Russo	Christopher	Carrington	Gr 04	09/17/2020
Santos	Rosalina	Wallace	PE/Health	08/24/2020
Schultz	Olivia	Carrington	Gr 5	09/08/2020
Scurso	Steven	Wilby	Math	08/24/2020
Sileo-Pettway	Renee	Enlightenment/ State Street	Guidance Couns.	08/24/2020
Solla	Daniel	Career Academy	Business	09/24/2020
Spinella	Christine	Tinker	Gr 5	08/24/2020
Taher	Tanzina	North End	General Science	08/24/2020
Tata	Lauren	Washington/Regan	Library Media	10/08/2020
Thompson	Jessica	Chase	PreK Reg Ed	08/24/2020
Tripoli	Christine	Generali/DW	SLP	10/01/2020
Tulley	Jordan	Wallace	Music	09/08/2020
Valletta	Kimberly	Reed	Gr 3	09/08/2020
Van Wyk	Cornelis	Wilby	Science	08/24/2020
Virdee	Robin	Bunker Hill	Gr 2	09/14/2020
Ring	Katherine	West Side	Sped	9/22/2020
Jamilkowski	Jaclyn	Wilby	Sped	10/01/2020
Kiernan*	Brian	Wilby	Tech Ed	10/01/2020
Jando	Christina	Carrington	Health/PE	08/24/2020
Thompson*	Barbara	Bunker Hill	Sped	11/19/2020
Hernandez*	Isabella	Carrington	Art	11/23/2020

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.4

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations

Burksa, Alyssa – Bunker Hill Special Education, effective 12/07/2020.
Grant-Mack, Tameka – Duggan Kindergarten, effective 12/03/2020.
Grendzinski, Kelsey – Chase Special Education, effective 10/20/2020.
Iadarola, Kristen – KHS English, effective 11/13/2020.
Sample, Atiya – WHS Math, effective 11/05/2020.
Walent, Cheyenne – Rotella Grade 4, effective 11/06/2020.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.5

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

Betkoski, Nancy – Rotella/Generali ESL, effective 11/20/2020.

DiMaio, Dante – KHS Technology Educ., new effective date of 10/26/2021.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.6

November 19, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Academic Achievements effective August 24, 2020:

Last Name	First Name	Degree From	Degree To	University
Acevedo	Paul	MA/16	MA+15/16	College of St. Rose/U of Bridg.
Aftowski	Michael	MA+15/12	6 YR/12	U of Bridg./Andrews U
Alagno	Elizabeth	MA+15/3	6 YR/3	Fairfield U
Arisian	Michael	6 YR/20	6 YR+15/20	Andrews U
Arcamone	Daniele	BA/6	MA/6	U of Hartf.
Arias	Eulini	MA/8	MA+15/8	U of Bridg./Dominican U of CA
Avxhiu	Bjanka	MA/6	MA+15/6	U of Bridg.
Barolli	Nazire	BA/7	MA/7	Graduate Inst
Bibeau	Michelle	MA/8	MA+15/8	Southern CT SU
Bosques	Julio	BA/20	MA+15/20	Sacred Heart U
Bunko	Katherine	6 YR/7	6 YR+15/7	Post U
Buonocore	Nicola	MA/12	MA+15/12	Augustana U
Burke	Kaitlin	BA/3	MA/3	U of St. Joseph
Burns	Richard	6 YR/10	6 YR+15/10	Augustana U
Caligiuri	Kristen	MA+15/11	6 YR/11	U of NE/Augustana U
Carignan	Jonathan	BA/6	MA+15/6	U of Hartf./ Western CT SU
Caron-Lichaj	Nicole	MA/12	MA+15/12	Central CT SU/Dominican U of CA
Caruso	Laura	MA/20	MA+15/20	U of Bridg./Dominican U of CA/ Fitchburg St U
Cassella	Andrea	BA/7	MA/7	Quinnipiac
Chiucarello	Lindsay	MA/4	6 YR/4	U of Bridg./U of Central Missouri
Conte*	Joseph	MA/7	MA+15/7	Greenville U/Southern New Hamp. U
Cook*	Brandy	MA+15/8	6 YR/8	Graduate Inst
Crimi	Tara	6 YR/12	6 YR+15/12	Post U
Croce	Kelly	MA+15/20	6 YR/20	Dominican U of CA
DeFeo	Dawn	6 YR/7	6 YR+15/7	Dominican U of CA
Della Calce	Anthony	MA/7	MA+15/7	U of St. Joseph
Demirs	Matthew	BA/2	MA/2	Southern CT SU

BOARD OF EDUCATION

Waterbury, Connecticut

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Diaz	Elaine	MA/7	MA+15/7	U of Hartf./Grand Canyon U
DiFronzo	Cathy	MA/12	MA+15/12	U of Bridg./Southern New Hamp. U
Driscoll	Timothy	MA/12	MA+15/12	Walden U
Farrell	Jaimie	MA/20	MA+15/20	U Hartford/Colorado St U/ Southern New Hampshire U
Ferrare	Patricia	MA/20	MA+15/20	U of Bridg.
Freitas	Ashley	MA+15/7	6 YR/7	Central CT SU
Gernat	Jillian	MA+15/7	6 YR/7	U of St. Joseph
Giannelli	Alexandra	MA+15/2	6 YR/2	U of St. Joseph
Gomez	Bridgette	MA+15/7	6 YR+15/7	Southern CT SU
Gregoire	Carmela	MA+15/10	6 YR/10	American Col/Brandman U
Griffin	Karen	MA/14	MA+15/14	U of Bridg./Loyola MarymoUt U
Hamel	Michael	MA/12	MA+15/12	U of Bridg.
Hanlon	Rebecca	BA/4	MA/4	Southern CT SU
Hernandez	Ivan	MA+15/14	6 YR/14	U of Bridg.
Hill	Elaine	BA/3	MA/3	U of St. Joseph
Hodge	Jillian	MA/3	MA+15/3	U of Bridg./Morningside College
Joyce	Angela	MA+15/6	6 YR/6	Sacred Heart U
Kalach	Kevin	MA/11	MA+15/11	Southern New Hampshire U
Katrenya	Kimberly	BA/5	MA/5	American Coll
Katrenya	Wesley	BA/5	MA/5	American Coll
Kearns	Maura	MA+15/14	6 YR/14	Quinnipiac/ U of Bridg.
Kitney	Dawn	6 YR/7	6 YR+15/7	U of St. Joseph/Augustana U
Kulesza	Kimberly	MA/8	6 YR/8	Southern CT SU/U of NE
LaChance	Mark	MA+15/11	6 YR+15/11	Fresno Pacific U
Lanza	Jessica	6 YR/6	6 YR+15/6	Loyola MarymoUt U
Leo	Sara	MA/6	MA+15/6	U of Bridg./Dominican U of CA
Lerz	Darlene	6 YR/20	6 YR+15/20	Fresno Pacific U
Lokites	Alana	MA/4	6 YR/4	Western Governor's U
Lucas	Michele	MA/7	6 YR/7	Graduate Inst
Mancini*	Dana	MA/6	MA+15/6	U of Bridg.
Mancuso	Abby	BA/3	MA/3	Western Governor's U
Marcal	Kelly	BA/2	MA/2	Southern CT SU
Marques	Lauren	MA/6	MA+15/6	U of Bridg./Augustana U
Martinez	Jason	MA/12	MA+15/12	U of Bridg.
Masciangioli-Shea	Angela	6 YR/11	6 YR+15/11	Augustana U
Mastrianni	Geralyn	MA/20	MA+15/20	Walden U/Greenville U
Meringer	Cynthia	BA/2	MA/2	Fairfield U

BOARD OF EDUCATION

Waterbury, Connecticut

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Minton	Anna	BA/2	MA/2	Fairfield U
Minty	Jessica	BA/2	MA/2	Southern CT SU
Mucciacciaro	Kathryn	MA+15/7	6 YR/7	Graduate Inst
O'Leary	Ronan	MA/6	MA+15/6	U Hartford/Andrews U
Opalenik	Michelle	MA/7	MA+15/7	U of Bridg.
Pantoni	Elizabeth	BA/7	MA/7	Fairfield U
Patrick	Kenneth	BA/4	MA/4	Southern New Hampshire U
Pedalino	Rachel	BA/7	MA/7	Graduate Inst
Piccochi	Christina	MA/9	MA+15/9	U of Bridg./Southern CT SU
Pierz	Robbin	6 YR/11	6 YR+15/11	Widener U
Porcaro	Rachael	BA/7	MA/7	Post U
Quinones*	Adriana	6 YR/12	6 YR+15/12	Graduate Inst
Radzimirski	Abigail	MA/4	MA+15/4	Western CT/Augustana U
Richard*	Linda	BA/20	MA/20	U of St. Joseph
Riley	Kara	6 YR/12	6 YR+15/12	Quinnipiac
Rivera	Lucille	6 YR/7	6 YR+15/7	U of Bridg.
Rynar	Lynn	MA+15/11	6 YR/11	Medaille College/U of Hartford
Sheetz	Lucia	MA+15/11	6 YR/11	Loyola MarymoUt U
Signore	Nicole	MA/12	MA+15/12	Augustana U
Steffero	Melissa	BA/6	MA+15/6	Southern CT
Stotler	Natasha	6 YR/11	6 YR+15/11	U of Bridg.
Tehan	Kyle	BA/4	MA/4	Adams St U
Terenzi	Timothy	MA+15/7	6 YR/7	Graduate Inst
Travisano	Tara	MA/4	MA+15/4	U of Bridg.
Tyrrell	Nikole	Ba/3	MA/3	Quinnipiac
Villar	Yenny	MA+15/10	6 YR/10	Southern CT/Andrews U
Wagher	Maureen	MA+15/8	6 YR/8	Graduate Inst
Wright	AnnMarie	MA/12	MA+15/12	Andrews U
Zareck	Corrin	BA/7	MA/7	Central CT

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Communications



Packet week ending: 11-17-2020



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

November 6, 2020

Timothy Brown
23 Mountain Rd.
Woodbury, CT 06798

Dear Mr. Brown:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Painter II (Req. # 2020438) at \$21.70 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 12, 2020 at 9:00 a.m. at the Department of Public Health, One Jefferson Square Building, located at 185 South Main Street in Waterbury. Please report to the Lower Level, Garden Room. You may park in the ramp garage located at 13 Scovill Street. Please bring your ticket with you to orientation for validation.

You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be November 12, 2020 after orientation.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

November 6, 2020

Younes Hattani
33 West Clay St.
Waterbury, CT 06706

Dear Mr. Hattani:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Painter II (Req. # 2021242) at \$21.70 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 12, 2020 at 9:00 a.m. at the Department of Public Health, One Jefferson Square Building, located at 185 South Main Street in Waterbury. Please report to the Lower Level, Garden Room. You may park in the ramp garage located at 13 Scovill Street. Please bring your ticket with you to orientation for validation.

You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be November 12, 2020 after orientation.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
File



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

November 13, 2020

Volume 20 – Issue #10

Weather Related Closures Permitted as Remote Learning Days: The October 16, 2020 issue of *Policy Highlights* discussed the possibility of using remote learning when weather would cause the need to cancel school and call a “snow day.” It was indicated that schools, forced to cancel in-person classes because of the pandemic, had become more comfortable with remote teaching. That might mean the end of the “snow day.”

The topic of remote learning in lieu of “snow days” or days school needs to be cancelled due to inclement weather has been a topic of thought and discussion among Connecticut superintendents. This issue was discussed at a recent meeting of the State Board of Education (SBE).

The SBE meeting held on October 7th, 2020, approved for the duration of the 2020-2021 school year the ability of superintendents to choose to treat “snow days” as a Remote Learning Day (RLD) or as a day to be made up later in the school year as was the previous practice. Commissioner Cardona, in a memorandum to superintendents, dated October 27, 2020, on this issue, stated, “When necessary, districts can decide to provide all students with remote learning on those days in a manner that is consistent with the regulatory requirements outlined in *Adapt, Advance, Achieve* and *Addendum 12*. This decision will be made at the local level led by the superintendent in consultation with local officials.”

The Commissioner also indicated that a “snow day” is intended to limit student movement to and from school due to unsafe conditions. A RLD snow day remains a work day for all faculty and staff. It is recognized that consideration needs to be given to the number of students and faculty experiencing power or internet outage circumstances before declaring a remote learning day when closed for inclement weather.

The State Department of Education (SDE) in collaboration with Connecticut superintendents, CAPSS and other educators developed a guidance to assist superintendents and districts in this decision-making process.

Policy Implications: Policy #6114.6, “Emergency Closings,” has been revised to include this new option for the duration of the 2020-2021 school year. The SDE promulgated “*Guidance for Consideration when Implementing Remote Learning Days due to Inclement Weather*,” has been added to the policy as an appendix providing much useful information to consider. The revised policy and appendix are available upon request. It has also been posted on the CABE Website in the Policy Section for members under “Hot Topics in Policy.”

Update Provided regarding “Snow Days” and Food Service: On October 27, 2020, the State Department of Education (SDE) released the memo “Weather Related Closures as Remote Learning Days.” The following was included in that memo: *Districts are required to align with the guidance outlined in Addendum 13 to provide meals to students on Remote Learning Days in place of a called “snow day.”* Addendum 13 includes a number of strategies for districts to consider in order to increase student access to and participation in school meals.

Districts determining how to provide meals to children during weather related closures (weather/snow days) should be aware of the following:

1. While the SDE strongly encourages districts to make nutritious meals available to students to support their academic achievement and emotional well-being, districts **are not required** to provide meals on weather/snow days regardless of how the district is considering the day (as a school day with remote learning or as a cancellation).
2. **If the weather/snow day is counted as a school day**, meals can be made available that day or provided day(s) before, with the intent to be consumed on the weather/snow day, and be reimbursed.
3. **If the weather/snow day is not counted as a school day**, meals can be made available and reimbursed **only** if the district has opted into the Summer Food Service Program (SFSP) or Seamless Summer Option (SSO) under the federal Child Nutrition Program waivers (instead of the traditional National School Lunch Program and School Breakfast Program models).
4. **If the weather related cancellation is called off** and school is actually in session and the district has provided meals the day(s) before in anticipation of the weather/snow day, the district cannot also be reimbursed for meals served to in-person learning students for whom meals were provided (i.e., the district cannot serve and be reimbursed for double meals for the same day.)
5. Districts should clearly communicate their policies for providing meals during weather/snow days to families.

The updated Addendum 5 has been added to CAFE’s online COVID-19 Resource webpage at <https://www.cafe.org/page.cfm?p=1512>.

Policy Implications: Policies in the #3542ff codifications pertain to the many and various aspects of the food service operation. The above described issues are operational, not requiring policy revision.

Update Provided Regarding African American/Black & Puerto Rican/Latino Curriculum: The 2019 session of the General Assembly passed Public Act 19-12, “An Act Concerning the Inclusion of Black and Latino Studies in the Public School Curriculum.”

This Act added African-American and black and Puerto Rican and Latino studies to the required programs of study for public schools and requires all boards of education to include these topics in their curriculum beginning with the 2021-22 school year. As with other courses required under law, the State Board of Education (SBE) must make curriculum materials available to help boards develop their instructional programs.

The Act also requires SBE to review and approve, by January 1, 2021, a black and Latino studies high school course. Under this legislation:

1. the State Education Resource Center (SERC) must develop the course,
2. SBE must make course curriculum material available,
3. boards **may** offer the course beginning with the 2021-22 school year, and
4. boards **must** offer the course beginning with the 2022-23 school year.

For the school years 2022-23 to 2024-25, SDE must conduct an annual audit to ensure that the black and Latino studies course approved under the Act is being offered by each board of education. SDE must annually submit a report on the audit to the Legislature's Education Committee.

On November 2nd, 2020, the SDE and SERC provided an update regarding the African American/Black and Puerto Rican/Latino course in a memorandum from Education Commissioner Cardona and SERC Executive Director Canady. They indicated the following:

1. SDE and SERC have been developing the mandated one-credit, year-long high school elective course and curriculum in collaboration with many groups and individuals.
2. SERC has created the Public Act 19-12: An Act Concerning the Inclusion of Black and Latino Studies in the Public School Curriculum Website. The website includes a draft course description and draft learning objectives.
3. The draft African American/Black and Puerto Rican/Latino curriculum will be presented to the State Board of Education on December 2, 2020, for review and approval.
4. Webinars to provide schools and districts an overview of the curriculum were also provided.

Policy Implications: Policy #6142, "Basic Instructional Program" was revised to reflect this new legislation at the time of passage. It is available upon request. It can also be found in the CORE Policy manual on the CAGE website. This policy is considered a recommended policy for inclusion in a district's policy manual.

Teachers Crowdsource to Fund Covid-19 Safety Measures: Teachers in New York City are raising funds for air purifiers via online crowdsourcing sites to help prevent the spread of the coronavirus in classrooms. The efforts stem from concerns about classroom air quality and circulation along with worries that city officials are not doing enough to make classrooms safe.

New York City Education Department officials say they've purchased 30,000 HEPA purifiers and have already distributed half of those to school buildings. However, hundreds of school staffers are filling in the gaps on their own. In New York City, crowdfunding efforts through DonorsChoose have brought in \$159,000 for air purifiers, according to a spokesperson for the platform that connects teachers in high needs areas to donors.

Ventilation worries are increasing again as the weather turns colder, with many educators wondering if they'll be able to withstand keeping their windows open, which the city has touted as a way to keep classrooms safer. Certain kinds of portable HEPA air purifiers could potentially help catch coronavirus particles and curb the spread of COVID-19 along with other precautionary measures like wearing masks and social distancing, experts say.

“It is very important to understand that portable air cleaners, improved filtration in HVAC systems, and increased outdoor air supply can significantly reduce inhaled dose of aerosol particle concentrations in classrooms for those away from an infector,” stated Richard Corsi, Portland State University’s Dean of Engineering and an expert on indoor air quality. “They do not appreciably reduce the dose of aerosol particles for someone standing near an infector who is speaking or coughing. For this close contact case physical distancing and required mask wearing by everyone is critical.”

“Increasing the outdoor air supply rate will help to reduce indoor aerosol particles that came out of an infector’s respiratory system,” Corsi explained. “I know that this is ‘trickier’ in a colder climate like New York City compared to warmer climates. A good portable HEPA air cleaner in the right sized classroom can give you results equivalent to three to five air changes per hour of clean outdoor air, in terms of aerosol particle reduction.”

Source: “Seeking safer classrooms, NYC teachers are crowdfunding for air purifiers,” by Amy Zimmerman and Christina Veiga, *Chalkbeat/New York*, November 4, 2020.

Policy Implications: Policy #3281, “Crowdfunding” and accompanying administrative regulations, pertain to this topic. Many versions are available. This topic was recently updated in the November edition of the quarterly *Policy Update Service* publication.

Food for Thought:

“To have a job without a workplace, you must build an office of the mind. Structure, routine, focus, socialization, networking, stress release-their creation is almost entirely up to you, alone in a spare bedroom or on your couch, where your laptop might vie for attention at any given moment with your pets or kids. If the coffee pot runs dry, there is no one to blame but yourself.”

Source: Amanda Mull in “A Cubicle Never Looked So Good,” in *The Atlantic*, October 2020 (Vol. 326, #3, pp. 30-32)