



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: November 3, 2020

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings – Thursday,
November 5, 2020, 5:30 p.m., VIRTUAL MEETING VIA ZOOM

The Committees of the Board of Education will meet on Thursday, November 5, 2020, 5:30 p.m. In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96, Frontier Channel 6096), streamed live at <https://youtu.be/NOjBF1lGewg> or listened to via teleconference by calling 1-701-802-5303 with access code 7755337. For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the November 5, 2020 Meeting Agenda.

If you wish to address the Board during the public portion of the meeting please call 1-701-802-5303 with access code 7755337 between 5:00 and 5:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 5:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING (see above)

1. Superintendent's Update – Dr. Ruffin.
 - a) Summary: Special Education Audit – Futures Consultants
 - b) Special Education Accountability
 - c) COVID 19
 - d) Superintendent's Forum Summary
 - e) Successes and Celebrations
2. Committee on Finance/3 minutes ~ Request approval/acceptance of a grant from Nellie Mae Education Foundation – J. Davis.
3. Committee on Finance/5 minutes ~ Fiscal Year 2020/2021 Quarterly Report – D. Biolo.
4. Committee on Finance/5 minutes ~ Request approval of a contract with SNE Building Systems, Inc for Temperature Control and Ventilation Project upgrade at Carrington Elementary School – W. Clark.
5. Committee on Finance/2 minutes ~ Request approval of Amendment One to the Memorandum of Understanding with Wellmore, Inc. for Emergency Mobile Psychiatric Services (EMPS) – K. Gabrielson.
6. Committee on Finance/2 minutes ~ Request approval of an Agreement with St. Vincent's Special Needs Center, Inc. for special education services for students – K. Gabrielson.

7. Committee on Finance/2 minutes ~ Request approval of an Agreement with Benhaven, Inc. for special education services for students – K. Gabrielson.
8. Committee of the Whole/2 minutes ~ Request approval of an Agreement with Hispanic Coalition of Greater Waterbury, Inc. for transition services for students with disabilities – K. Gabrielson.
9. Committee of the Whole/2 minutes ~ Request approval of a Student Intern Affiliation Agreement with The University of Connecticut for Speech Language Pathology Student Internships – K. Gabrielson.
10. Committee of the Whole/2 minutes ~ Request approval of a Student Teacher Affiliation Agreement with University of Saint Joseph for student teaching opportunities – J. Mendoza.
11. Committee of the Whole/2 minutes ~ Request approval of a Student Teacher Affiliation Agreement with Western Connecticut State University for student teaching opportunities – J. Mendoza.
12. Committee of the Whole/10 minutes ~ Discussion: School Administrators of Waterbury (SAW) 2021-2024 Written Agreement – T. Shaw.
13. Committee on Curriculum/10 minutes ~ Curriculum updates: – D. Schwartz.
 - a) Seal of Biliteracy
 - b) African American/Black and Puerto Rican/Latino Course of Study
14. Committee on Building & School Facilities/3 minutes ~ Request acceptance of the following projects as complete (no backup): - W. Clark.
 - a) Hopeville Elementary School Elevator Addition- 151-0300 CV
 - b) Chase Elementary School Elevator Addition- 151-0301 CV
 - c) Kingsbury Elementary School Elevator Addition- 151-0302 CV
 - d) Sprague Elementary School Elevator Addition- 151-0303 CV
15. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – W. Clark.
16. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Clark.
17. Superintendent's Notification to the Board/5 minutes:
 - a. 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.

b. 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

c. 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 Counselor	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 Studies	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 Counselor	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

d. Resignations:

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.

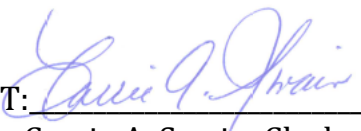
e. Retirements:

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

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

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

ADJOURNMENT

ATTEST: 

Carrie A. Swain, Clerk
Board of Education

EXECUTIVE SUMMARY OF THE SPECIAL EDUCATION REVIEW

October 29, 2020

INTRODUCTION

This executive summary is presented to provide the reader with the primary programmatic and financial *Findings and Areas of Opportunity* from the special education review that was initiated during the 2019-2020 academic school year.

PROGRAMMATIC REVIEW: FINDINGS

ORGANIZATIONAL CONSIDERATIONS

Staff Capacity

- There was an expressed desire among staff to increase their capacity to support students with disabilities with greater access to materials and pertinent professional development in targeted areas (e.g., behavior management, autism, and social-emotional learning).
- Specific to para-educator supports, teachers were generally appreciative of their efforts; they consistently stated that it would be helpful for the para-educators to have the requisite skill sets upon assignments and through continued professional development.
- Based on the last reported data, in comparison with the other districts within the District Reference Group (DRG), the District ranks as the least staffed in certified teachers and behavioral health providers (comprising counselors, social workers, and school psychologists). With respect to para-professionals, the District's ratio is the 3rd most generously staffed in comparison to the DRG.
- Concern was expressed that obtaining appropriate materials is a problem. As reported, the perception among those in the field is that the main focus is on general education, and consequently those supporting special education perceive that they are an "after-thought" with respect to the provision of materials (e.g., manipulatives, basic supplies, etc.).
- Currently, special education teachers are responsible for all clerical tasks pertaining to the PPT process (e.g., scheduling, sending invites, etc.) and reported feeling very overwhelmed by these responsibilities.
- Staff reported there are not enough people to handle SWDs with behaviors and students with severe cognitive and physical disabilities; throughout the school day some students require more than one adult.

- It was reported that PD is geared toward general education staff, and PD related to special education was ranged from “fantastic” to poor or non-existent. Teachers stated they would benefit from more targeted PD such as behavior management, autism, and social-emotional learning.

Central Office Considerations

- At the administrative level, there are 10 FTE administrators (the Director of P.P.S. and the 9 Supervisors) supporting District-wide special education processes. This equates to a ratio of approximately 340 SWDs for every one administrator and is considered to be on the “lighter” side of staffing, but still generally within expected limits.
- From a qualitative perspective the current supervisory model is one that is recognized by leadership as requiring attention. More specifically, a restructuring would allow greater consistency in vertical articulation for students (inclusive of PPTs) and allow principals a more streamlined process to meet student needs.

Culture and Climate

- Currently, there is recognition among District leadership personnel that the “connectivity” between general and special education staff is a priority area. It is believed, and supported by the authors, that attention in this area will improve the “ownership” of staff for all students, the working relationships among staff members, and overall job satisfaction.
- It was reported that the concept of “all of our students” is inconsistent and is largely school-dependent and teacher dyad-dependent.

Special Education Expenditures

- It is notable that the District’s expenditures devoted to special education are lower than the DRG average with specific respect to: (1) percentage of the operating budget (23% compared to the DRG average of 25%); (2) expenditures per SWD (\$20.2 thousand compared to a DRG average of \$30.7 thousand); and (3) the percentage of the special education operating budget devoted to out of district placements (12% compared to a DRG average of 33%).

CONTINUUM OF SUPPORTS

Early Intervening Processes

- Similar to the aforementioned discussion of student ownership, there is variability with respect to the early intervening processes. Across the three domains comprising literacy, numeracy, and behavior, there was

near unanimity that literacy is in a better “spot” with respect to interventions, tracking, and enhancement of teacher capacity given the resources devoted to both coaches and facilitators; it was specifically mentioned that both general and special education students presenting with Social Emotional Learning (SEL) challenges continue to stretch the capacity of staff to meet their needs.

- Across several schools, it was reported that there is a need for more clarity where “SRBI ends and EIP begins.” Although many interviewees were able to articulate that EIP was analogous to Tier 3 interventions, this distinction was not clear to all.
- In corroboration that SRBI/EIP processes remain a “work in progress” it is notable that the District is the highest in the DRG with respect to the constellation of SWDs classified with Learning Disabilities, Other Health Impairment, and Speech/Language Impairment (14.2% of the entire school population compared to a DRG average of approximately 12%); in the authors’ experience, these high-frequency, low-disability disabilities indicate that students might have more challenges to accessing the curriculum due to instructional considerations than the students might have an educational disability.

Continuum of In-District Supports

- Although there are dedicated co-teaching classrooms, it was widely reported that in many schools special education direct service is provided in pull-out resource settings or small, separated group environments within the general education classroom. The data from the State Performance Plan corroborates this data: 59% of SWDs were spending at least 80% of their day in the general education environment, compared to a State Target of 68% and a DRG average of 61%.
- Interviewees indicated that teaching methodologies and program design could be more consistent across the District. This was widely attributed to greater attention and support that could be given to vertical articulation, professional development and support regarding District philosophy, and curriculum and methods.
- With respect to an array of student performance indicators, the District’s outcome data is “mixed.”

Out of District Programs

- Commendably, WPS is doing an excellent job keeping SWDs within the District (it ranks 1st in this category within its DRG): The District offers many programs and therefore can educate students in their home schools or within the District rather than out-of-district placements.
- However, there was an expressed desire among interviewees to further enhance the educational experience of students currently served within the District.

PROGRAMMATIC AREAS OF OPPORTUNITY

Organizational Considerations

1. Consider a restructuring of the supervisors to enhance consistency, collaboration with general education, staff support, consultation, communication and program alignment. One specific model that is being pursued is one that promotes ‘vertical articulation,’ whereby supervisors will be assigned to schools that feed into one another enabling them to “follow” students from Kindergarten through High School.
2. Review the District’s Special Education procedures for refining process, services, placements decisions from in district options to out of district placements. Develop (or update) and employ written program descriptions that are enhanced with guidelines for entrance and exit criteria.
3. Consider investing in centrally-based Behavioral Assistance Teams, that will require dedicated school psychologists and/or BCBAs.

Continuum of Supports

1. Continue the District initiative to implement a comprehensive (K-12) SRBI/EIP process with more clarity regarding the features that should define each tier.
2. Ensure that co-teaching remains a viable option as part of the continuum of services.
3. Strengthen the CTE and other avenues to optimize graduation rates.

MEDICAID AND TRANSPORTATION

Medicaid

In the forthcoming report, there will be a number of factors that the authors will detail which have an impact on the District’s current recoupment of Medicaid Direct Service revenues. Our estimate of the potential Medicaid revenue for direct service billing is approximately \$1,158,792, which is \$342,050 more than the current three-year average and \$403,837 more than the amount received last year.

- The Total Direct Service Medicaid Revenue for FY’2020 was significantly less than the previous 6 years. We attribute approximately \$ 322,463 of that difference to the impact of COVID-19 on the delivery of both instructional and related services to special education students. Furthermore, we expect that this revenue impact will continue until such time as education returns to “normal” (i.e. 100% in person learning).

This estimate presumes that all Medicaid services will be billed for all Medicaid eligible students. This estimate does not include any additional funds generated through the Annual Cost Settlement process.

Table 1. Net Medicaid Revenues Across the Last 8 Reported Years

	FY'2013	FY'2014	FY'2015	FY'2016	FY'2017	FY'2018	FY'2019	FY'2020
MEDICAID REVENUE-Direct								
Services	\$ 452,396	\$ 961,031	\$ 1,018,225	\$ 1,014,116	\$ 902,638	\$ 858,942	\$ 836,329	\$ 754,955
MAC/COST SETTLEMENT						\$ (242,435)	\$ 122,688	\$ 123,964
TOTAL MEDICAID REVENUE	\$ 452,396	\$ 961,031	\$ 1,018,225	\$ 1,014,116	\$ 902,638	\$ 858,942	\$ 959,017	\$ 878,919

- In summary, these include (but are not limited to):
 - ✓ Under-capturing of all SWDs who are Medicaid eligible due to challenges in processes and software (i.e., The Power School® Student Management system)
 - ✓ The current billing agent (UMASS) that has no responsibility to assist the District in maximizing their Medicaid revenue.
 - ✓ Approximately 448 parents of Medicaid eligible parents of students with Medicaid eligible service in their respective IEPs who have not signed the requisite Parental Authorization to support Medicaid billing.
 - ✓ Our review of the utilization of IDEA Grant Funds indicated that a significant amount of those funds is being used for Medicaid eligible services (approximately \$3,971,150 in 2019 and \$ 4,171,149 in 2018). Consequently, these cannot be billed for Medicaid reimbursement.
 - ✓ Our review of both Direct Service submissions and the Annual Cost Settlement Report indicated a number of Medicaid eligible services which were not currently being submitted for Medicaid reimbursement.
- Because the City receives 85% of the Medicaid revenue generated by the school department, they have a vested interest in maximizing Medicaid revenue. District management may wish to negotiate with the City Manager for increased funding of the Medicaid position and the requisite training. The District management should be commended for continuing to pursue maximizing their Medicaid reimbursement; the following will also maximize Medicaid revenues.
 - ✓ Centralize all Medicaid billing services into the special education department, as they better understand special education and what constitutes Medicaid eligible related services and student Medicaid eligibility.
 - ✓ Make Medicaid billing the primary function of a trained full-time staff person.

- ✓ Since the State no longer provides annual training, billing personnel must rely on the SBCH Manual and periodic WEBINAR advisements and updates. The District may wish to obtain ongoing training for the Medicaid person in both direct service and cost settlement billing from an agency that is familiar with all aspects of the Medicaid program and its various components.
- ✓ Current and future IEPs should be more specific as to the medical need for special education transportation. In addition, a ridership attendance monitoring system should be implemented for special education transportation.
- ✓ IDEA grant funds should be, to the extent possible, utilized for non-Medicaid eligible services and for non-Medicaid eligible service providers. These services would then be eligible for Medicaid reimbursement.
- ✓ Specifically, transfer the funding of privately contracted providers of Medicaid eligible services especially (Speech, Occupational Therapy, Physical Therapy, Psychologist) from IDEA grant funds to the general fund in order to increase Medicaid revenue. The contracted staff should also be required to participate in the Random Moment Time reporting, as well as any other requisite data to support Medicaid reimbursement.
- ✓ Transfer other reimbursable costs from IDEA to the general fund, in order to maximize other reimbursable revenue.

Transportation

- As indicated in **Table 2**, the Transportation Budgets have averaged approximately 9.18% of the District Budgets for the past three years. Based upon both industry standards, for relatively large urban school districts, a ratio of 10% or less is considered to be cost effective. We have therefore concluded that the District School Transportation operation is relatively cost effective.

Table 2. *Transportation Budgets Vs. Overall Operating Budgets During Last Reported Years*

	2017-18	2018-19	2019-20
DISTRICT	\$158,254,346	\$ 158,375,000	\$ 158,375,000
TRANSPORTATION%	\$14,049,438	\$14,311,852	\$ 15,241,207
TRANS./DISTRICT	8.88%	9.04%	9.62%

- Special education transportation is provided under contract to All Star Transportation. All Star operates approximately 79 transportation vehicles of which 53 are mini-buses (30-36 capacity) and 25 are wheelchair buses of varying sizes (12-24 passenger +1-4 wheelchairs) and one 7 passenger van. Most of the buses and van which are in daily service are relatively new (2017-2019) with most currently under warranty. As such, equipment failure and maintenance costs are relatively low. As is typical, many of the spare vehicles are somewhat older (2015).

- Typically, for large urban school districts an average special education ridership of 14.7+ students per bus is considered efficient by both CDE and current industry standards. Therefore, based upon the previous, we conclude that the specialized transportation operation is relatively efficient, as well as being cost-effective.

The primary recommendations for special education transportation can be found in the Medicaid section above. In addition, when considering changing school bells schedules or redistricting schools, consider the unintended impact on transportation.

A Review of the Special Education Analysis:

***A Presentation to the
Waterbury Public Schools
Board of Education***

November 5, 2020

Your Presenters

Michael Neiman, Ph.D. CCC/S-LP

***Executive Vice President
Futures Education***

John McGuire, M.Ed.

***Executive Director
Futures Education***

Richard LaBrie M.A.

***Senior Financial Consultant
Futures Education***

Futures Team and Acknowledgements

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Andrea Sergentanis, M.Ed., C.A.G.S.

John McGuire, M.Ed.

Cheryl Foy, M.Ed.

Caitlin Mortensen, M.Ed.

Presentation Overview

The primary purposes of this presentation to the Board are to:

- 1. Review the methodology of the study**
- 2. Provide key Findings**
- 3. Provide corresponding Areas of Opportunity**
- 4. Provide a forum for discussion**

Methodological Overview

Methodology

Qualitative Parameters

- ✓ ***197 confidential interviews with central office staff, school-based leaders, certified special and general education teachers, para-professionals, related service providers, and Board members***
- ✓ ***Non-evaluative walk throughs of all District schools and transition programs serving SWDs***
- ✓ ***A random, stratified review of 219 IEPs***
- ✓ ***A review of District documents (e.g., Org. Structure, Referral Procedures, Continuum of Services, Professional Development)***

Methodology (cont.)

Quantitative Parameters

- ✓ **Benchmarking with respect to staffing, expenditures, and disability data to districts within WPS DRG, national data, and Futures' data base.**
- ✓ **Workflow analyses**
- ✓ **Student achievement data**
- ✓ **Medicaid Data**
- ✓ **Transportation Data**

Findings and Areas of Opportunity: Program Review

Findings

Staff Capacity

- There was an expressed desire among certified staff (special and general education) to increase both their and the para-educators' professional development to meet the needs of students with disabilities (SWDs).
- Specific to special education teachers, more support in the areas of clerical tasks and access to materials were cited.
- Compared to other districts within WPS' reference group, the staffing is generally considered to be on the “lean” side.

Findings (cont.)

Central Office and Resource Considerations

- The ratio of the 11 administrators working within P.P.S. to SWDs is considered to be on the “lighter” side.
- From a quantitative perspective, as shall be discussed, a restructuring of the supervisory position would support students and staff in a more effective manner.
- The District’s expenditures devoted to special education are lower than the DRG average with specific respect to: (1) percentage of the operating budget; (2) expenditures per SWD; and (3) the percentage of the special education operating budget devoted to out of district placements.

Findings (cont.)

Culture and Climate

- Currently, there is recognition among District leadership personnel that the “connectivity” between general and special education staff is a priority area.
- It was reported that the concept of “all of our students” is inconsistent and is largely school-dependent and teacher dyad-dependent.

Findings (cont.)

Early Intervening Processes

- The schools appear to be in various phases of implementing early intervening processes (SRBI).
- With respect to content, the literacy domain appears to be more advanced than numeracy and behavior.
- In corroboration that SRBI/EIP processes remain a “work in progress” it is notable that the District is the highest in the DRG with respect to the constellation of SWDs classified with high-frequency, low-needs eligibility categories.

Findings (cont.)

Continuum of Services for SWDs

- Although there are dedicated co-teaching classrooms, it was widely reported that in many schools, special education direct service is provided in pull-out resource settings or small, separated group environments within the general education classroom.
- Interviewees indicated that teaching methodologies and program design could be more consistent across the District.
- WPS is doing an excellent job keeping SWDs within the District (it ranks 1st in this category within its DRG): The District offers many programs and therefore can educate students in their home schools or within the District rather than out-of-district placements.
- There was an expressed desire among interviewees to further enhance the educational experience of students currently served within the District.

Areas of Opportunity

Organizational Considerations

- 1. Consider a restructuring of the supervisors to enhance consistency, collaboration with general education, staff support, consultation, communication and program alignment.**
- 2. Review and revisit the District's Special Education procedures for refining process, services, placements decisions from in district options to out of district placements.**
- 3. Consider investing in centrally-based Behavioral Assistance Teams, that will require dedicated school psychologists and/or BCBAs.**

Areas of Opportunity (cont.)

Continuum of Supports

- 1. Continue the District initiative to implement a comprehensive (K-12) SRBI/EIP process with more clarity regarding the features that should define each tier.**
- 2. Ensure that co-teaching remains a viable option as part of the continuum of services.**
- 3. Strengthen the CTE and other avenues to optimize graduation rates.**

Findings and Areas of Opportunity: Financial Parameters

Findings

Medicaid

- The District receives 96-98% of those Medicaid costs submitted for reimbursement.
- However, the District does not submit for all Medicaid eligible services nor does it submit for all Medicaid eligible students.
- We have estimated the total Medicaid revenue at approximately \$ 1,158,792, which is \$342,050 more than their latest 3-year average and \$ 403,837 more than FY'2019.
- Due to COVID impact on the delivery of educational services, the Medicaid revenue for FY'2020 was approximately \$322,463 less than previous years. Furthermore, we expect this revenue shortfall to continue through FY'2021.
- All IDEA funds appear to be used for the benefit of students with educational disabilities. However, approximately \$3,971,150 in FY'2019 was utilized to support otherwise Medicaid eligible services to Medicaid eligible students.

Findings (cont.)

Transportation

- We have concluded that the District School Transportation operation is relatively cost effective; 9.62% of the overall operating budget is devoted to transportation and compares to a 10% industry standard.
- Based upon an average ridership of 16.6 % (industry average=14.7%), we conclude that the specialized transportation operation is relatively efficient, as well as being cost-effective.
- Based upon the routing and scheduling data provided, it appears that those AM and PM routes, for which data was available, operate well within the transportation tier time available.
- Based upon the routing and scheduling data provided, it appears that those AM and PM routes, for which data was available, operate well within available bus capacities (69%).
- With an average of 2.97 routes per bus, there is very little available tier time. Ninety-nine per cent (99%) of the available tier time is currently being utilized. Any appreciable increase in the student loading would require longer routes, fewer bus stops and longer walk distance to bus stops.

Financial Review: Areas of Opportunity

- **Centralize all Medicaid billing services into the special education department, as they better understand special education and what constitutes Medicaid eligible related services and student Medicaid eligibility.**
- **Make Medicaid billing the primary function of a trained full-time staff person.**
- **Current and future IEPs should be more specific as to the medical need for special education transportation. In addition, a ridership attendance monitoring system should be implemented for special education transportation Medicaid reimbursement.**
- **IDEA grant funds should be, to the greatest extent possible, utilized for non-Medicaid eligible services and for non-Medicaid eligible service providers.**

Annual Performance Report on Connecticut's State Performance Plan

Connecticut has a plan to evaluate its efforts to implement the requirements and purposes of IDEA. There are sixteen indicators for special education including targets for each year. Districts are grouped into the following categories:

Meets requirements

Needs Assistance (Levels 1 & 2)

Needs Intervention (Levels 1 & 2)

Needs Substantial Intervention.

Waterbury earned "Meets Requirements" by the Connecticut State Department of Education on the recently released report for the 2018-2019 school year. Of the sixteen indicators, 4B, 9-13, general supervision, and timely and accurate reporting formed the basis for the "Meets Requirements" determination. A summary of the last three years for those indicators is provided below:

Annual Performance Report on Connecticut's State Performance Plan - Special Education

	16-17	17-18	18-19
4b. Eliminate significant discrepancy in 10+ days out-of-school suspension rates	0 Areas	0 Areas	0 Areas
9. Eliminate disproportionate representation as a result of inappropriate identification	0 Areas	0 Areas	0 Areas
10. Eliminate disproportionate representation by disability as a result of inappropriate identification	0 Areas	0 Areas	0 Areas
11. Determine eligibility in accordance with state established timelines	100.00%	99.77%	100.00%
12. Transition: IEPs by age 3	100.00%	100.00%	100.00%
13. Develop transition goals and services	100.00%	100.00%	100.00%
General supervision noncompliance corrected within 1 year	100.00%	100.00%	100.00%
Timely and accurate reporting	100.00%	100.00%	100.00%

Note: Green shading represents indicators that met the target. Yellow shading represents indicators that did not meet the target, but had substantial compliance.



WATERBURY
Public Schools

Today's Students, Tomorrow's Leaders

JACLYN DAVIS

District Climate and Attendance Coordinator

236 Grand St, 161

Waterbury, CT 06702

(203)755-3620

jdavis@waterbury.k12.ct.us

October 28, 2020

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

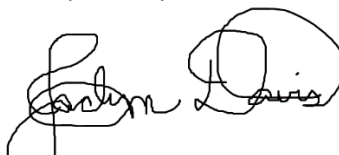
Re: Grant Agreement with Nellie Mae Education Foundation

Dear Honorable Commissioners:

Waterbury Public Schools District Equity Leadership Team requests your approval of a grant agreement with Nellie Mae Education Foundation for the receipt of \$18,000 payable for Urban Trauma Learning Series for the time period November 1, 2020 through April 30, 2021.

The Urban Trauma Learning Series will be a book study to develop the capacity of building principals in leading trauma-sensitive schools. Funds will be used to purchase 50 copies of the book *Urban Trauma* and secure 3 professional learning sessions and 2 focus groups with the author. During the professional learning sessions, which would be integrated into the monthly administrators' forum, leaders will consider the combined effects of trauma, racial inequities and COVID-19 related stressors on students and their families. The goal of the focus group sessions would be the creation of a systemic framework to address district-specific challenges related to the prevalence of trauma among our students.

Respectfully Submitted,



Jaclyn Davis

Encs: Grant Award Letter

Nellie Mae Education Grant Agreement Form



October 27, 2020

Jaclyn Davis
City of Waterbury, Waterbury Public Schools
236 Grand St.
Waterbury, CT 06702

Dear Jaclyn

On behalf of the Board of Directors of the Nellie Mae Education Foundation, I am pleased to notify you that City of Waterbury, Waterbury Public Schools has been awarded a grant in the amount of \$18,000 to support Urban Trauma Learning Series.

A Grant Agreement Form is on the next page for your review and signature. Our check for 95% of this grant will be disbursed to you after you have acknowledged acceptance of the grant and its conditions. The remaining 5% will be disbursed upon receipt and review of the report described in section two of the Grant Agreement Form.

Should you have any questions about the grant or its conditions, please contact Stephanie Cheney, Senior Grants Manager, at (781) 348-4240 or scheney@nmefoundation.org. Best wishes for continued success with your work.

Sincerely,

Nicholas C. Donohue
President and CEO

**NELLIE MAE EDUCATION FOUNDATION
GRANT AGREEMENT FORM**

On **October 27, 2020** the Nellie Mae Education Foundation (Grantor) granted to the City of Waterbury, Waterbury Public Schools (Grantee), the amount of \$18,000 payable for Urban Trauma Learning Series. Grantee agrees and consents to the following conditions of the grant:

1. Grantee will use the grant solely for the purposes stated in the accompanying cover letter, and Grantee will repay to Grantor any portion of the grant which has not been expended by April 30, 2021.
2. Grantee will submit a final report to the Grantor when the work is completed. The report may be a brief email (1-3 paragraphs) that describes how the funds are/were used and/or any materials that have been created to document the work. The report should also indicate how much of the grant has been spent. Reports should be emailed to Alexis Harewood at aharewood@nmefoundation.org.
3. Grantee will advise the Foundation immediately if the federal government, IRS, or state or local authorities gives the Grantee notice of a change in its tax status.
4. Grantee shall not use any portion of the funds granted herein to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable or non-educational purpose.
5. Grantee will secure for any participant who, at the time of participation, is under the age of 18 a parental consent form signed by the participant's parents or legal guardians, describing in adequate detail the nature, circumstances and duration of the minor's participation and authorizing the participant's participation.
6. If the grant is \$25,000 or greater, the grantee shall contact the communications department of the Nellie Mae Education Foundation before any media outreach/communication surrounding the awarding of the grant. The grantee will coordinate with Chiara Wegener, Chief Communications Officer in order to develop an outreach strategy that serves the needs of both organizations. Chiara can be reached at 781-348-4239 and cwegener@nmefoundation.org.
7. Grantee acknowledges that the funds provided by the Grantor are significant to the operations of the project, program or initiative named in the cover letter accompanying this Agreement. Grantee acknowledges it is able to be attentive to the operations of the Grantor through the signing of this Grant Agreement Form, the submission of regular progress reports, and/or its on-going relationship with the program cluster and initiative.

IN WITNESS WHEREOF, this Grant Agreement is signed this day of _____.

City of Waterbury, Waterbury Public Schools (**Grantee**)

By _____
(Officer, Director or Trustee of Grantee)

Waterbury Board of Education

FY 2020-2021

Quarterly Expenditure Report

July-September 2020

ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	\$8,551,263	\$8,551,263	\$1,915,371	\$0	\$6,635,892	\$8,551,263	\$0
511102	Teachers	\$60,803,778	\$60,803,778	\$7,489,579	\$0	\$53,314,199	\$60,803,778	\$0
511104	Superintendent	\$415,000	\$415,000	\$94,615	\$0	\$320,385	\$415,000	\$0
511106	Early Incentive Certified	\$825,115	\$825,115	\$793,928	\$0	\$31,187	\$825,115	\$0
511107	Certified Coaches	\$770,000	\$770,000	\$0	\$0	\$770,000	\$770,000	\$0
511108	School Psychologists	\$1,794,756	\$1,794,756	\$165,001	\$0	\$1,629,755	\$1,794,756	\$0
511109	School Social Workers	\$1,939,578	\$1,939,578	\$218,301	\$0	\$1,721,277	\$1,939,578	\$0
511110	Speech Pathologists	\$2,276,093	\$2,276,093	\$243,134	\$0	\$2,032,959	\$2,276,093	\$0
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$0	\$0	\$105,000	\$105,000	\$0
511201	Non-Certified Salaries	\$2,571,929	\$2,571,929	\$205,142	\$0	\$2,366,787	\$2,571,929	\$0
511202	Clerical Wages	\$1,099,960	\$1,099,960	\$219,183	\$0	\$880,777	\$1,099,960	\$0
511204	Crossing Guards	\$332,740	\$332,740	\$13,605	\$0	\$319,134	\$332,740	\$0
511206	Educational	\$589,509	\$589,509	\$44,148	\$0	\$545,361	\$589,509	\$0
511212	Substitute Teachers	\$2,945,000	\$2,945,000	\$27,588	\$1,532,728	\$1,384,684	\$2,945,000	\$0
511215	Cafeteria Aides	\$80,000	\$80,000	\$16,066	\$0	\$63,934	\$80,000	\$0
511217	Library Aides	\$172,837	\$172,837	\$11,014	\$0	\$161,823	\$172,837	\$0
511219	School Clerical	\$1,891,750	\$1,891,750	\$292,933	\$0	\$1,598,817	\$1,891,750	\$0
511220	Fiscal Administration	\$581,739	\$581,739	\$110,403	\$0	\$471,336	\$581,739	\$0
511222	Transportation Coordinator	\$106,919	\$106,919	\$22,412	\$0	\$84,507	\$106,919	\$0
511223	Office Aides	\$170,000	\$170,000	\$12,447	\$0	\$157,553	\$170,000	\$0
511225	School Maintenance Non-Certified	\$2,538,249	\$2,538,249	\$389,997	\$0	\$2,148,252	\$2,538,249	\$0
511226	Custodians Non-Certified	\$5,820,266	\$5,820,266	\$1,023,899	\$0	\$4,796,367	\$5,820,266	\$0
511227	Overtime - Outside Activities	\$250,000	\$250,000	\$498	\$0	\$249,502	\$250,000	\$0
511228	Paraprofessionals	\$10,923,377	\$10,923,377	\$858,518	\$0	\$10,064,859	\$10,923,377	\$0
511229	Bus Duty	\$250,000	\$250,000	\$0	\$0	\$250,000	\$250,000	\$0
511232	Attendance Counselors	\$122,051	\$122,051	\$7,513	\$0	\$114,538	\$122,051	\$0
511233	ABA Behaviorial Therapist	\$1,748,689	\$1,748,689	\$275,043	\$0	\$1,473,646	\$1,748,689	\$0
511234	Interpreters	\$185,653	\$185,653	\$7,034	\$0	\$178,619	\$185,653	\$0
511237	Swing Space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511650	Overtime	\$690,000	\$690,000	\$90,547	\$0	\$599,453	\$690,000	\$0
511653	Longevity	\$12,410	\$12,410	\$755	\$0	\$11,655	\$12,410	\$0
511700	Extra Police Protection	\$539,387	\$539,387	\$0	\$0	\$539,387	\$539,387	\$0
511800	Vacation and Sick Term Payout	\$230,000	\$230,000	\$79,036	\$0	\$150,964	\$230,000	\$0
522501	Health Insurance-General	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$0	\$6,000,000	\$0
529001	Car Allowance	\$75,000	\$75,000	\$11,492	\$0	\$63,508	\$75,000	\$0
529003	Meal Allowances	\$19,800	\$19,800	\$413	\$95	\$19,293	\$19,800	\$0
Subtotal Salaries		\$117,427,847	\$117,427,847	\$20,639,614	\$1,532,823	\$95,255,410	\$117,427,847	\$0

ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533009	Evaluation	\$25,000	\$25,000	\$0	\$0	\$25,000	\$25,000	\$0
533020	Consulting Services	\$422,125	\$422,125	\$10,840	\$168,687	\$242,599	\$422,125	\$0
533100	Auditing	\$52,000	\$52,000	\$0	\$0	\$52,000	\$52,000	\$0
539005	Sporting Officials	\$35,000	\$35,000	\$0	\$0	\$35,000	\$35,000	\$0
539008	Messenger Service	\$24,978	\$24,978	\$2,448	\$22,032	\$498	\$24,978	\$0
543000	General Repairs & Maintenance	\$1,370,700	\$1,370,700	\$294,130	\$519,200	\$557,370	\$1,370,700	\$0
543011	Maintenance - Service Contracts	\$730,000	\$730,000	\$156,744	\$564,583	\$8,673	\$730,000	\$0
544002	Building Rental	\$562,674	\$562,674	\$93,981	\$436,943	\$31,750	\$562,674	\$0
545002	Water	\$270,000	\$270,000	\$24,793	\$0	\$245,207	\$270,000	\$0
545006	Electricity	\$3,129,855	\$3,129,855	\$518,556	\$0	\$2,611,299	\$3,129,855	\$0
545013	Security/Safety	\$125,000	\$125,000	\$7,282	\$30,899	\$86,819	\$125,000	\$0
551000	Pupil Transportation	\$16,010,303	\$16,010,303	\$429,569	\$15,579,348	\$1,386	\$16,010,303	\$0
553001	Postage	\$70,000	\$70,000	\$5,504	\$0	\$64,496	\$70,000	\$0
553002	Telephone	\$250,000	\$250,000	\$55,169	\$10,497	\$184,335	\$250,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$93,600	(\$2,768)	\$1,209	\$95,159	\$93,600	\$0
556055	Tuition - Outside	\$9,515,000	\$9,515,000	\$72,220	\$2,689,302	\$6,753,478	\$9,515,000	\$0
556056	Purchased Service - Outside	\$3,000,000	\$3,000,000	\$0	\$2,128,060	\$871,940	\$3,000,000	\$0
557000	Tuition Reimbursement	\$6,000	\$6,000	\$0	\$0	\$6,000	\$6,000	\$0
558000	Travel Expenses	\$20,000	\$20,000	\$0	\$0	\$20,000	\$20,000	\$0
559001	Advertising	\$20,000	\$20,000	\$5,467	\$0	\$14,533	\$20,000	\$0
559002	Printing & Binding	\$30,000	\$30,000	\$2,425	\$0	\$27,575	\$30,000	\$0
559104	Insurance - Athletics	\$23,500	\$23,500	\$22,452	\$0	\$1,048	\$23,500	\$0
Subtotal Purchased Services		\$35,785,735	\$35,785,735	\$1,698,809	\$22,150,761	\$11,936,166	\$35,785,735	\$0
Supplies/Materials								
561100	Instructional Supplies	\$1,620,000	\$1,620,000	\$307,484	\$312,420	\$1,000,096	\$1,620,000	\$0
561200	Office Supplies	\$71,840	\$71,840	\$11,817	\$23,933	\$36,090	\$71,840	\$0
561204	Emergency/Medical Supplies	\$4,000	\$4,000	\$0	\$0	\$4,000	\$4,000	\$0
561210	Intake Center Supplies	\$3,500	\$3,500	\$1,149	\$0	\$2,351	\$3,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$8,166	\$15,485	\$26,349	\$50,000	\$0
561212	Medicaid Supplies	\$12,500	\$12,500	\$158	\$3,911	\$8,432	\$12,500	\$0
561501	Diesel	\$154,815	\$154,815	\$7,482	\$147,332	\$0	\$154,815	\$0
561503	Gasoline	\$35,000	\$35,000	\$3,225	\$0	\$31,775	\$35,000	\$0
561505	Natural Gas	\$1,666,000	\$1,666,000	\$103,946	\$0	\$1,562,054	\$1,666,000	\$0
561507	Janitorial Supplies	\$235,000	\$235,000	\$26,516	\$200,317	\$8,166	\$235,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$7,023	\$5,623	\$37,354	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$10,475	\$15,958	\$73,567	\$100,000	\$0
561510	Building & Ground Supplies	\$150,000	\$150,000	\$31,906	\$31,640	\$86,454	\$150,000	\$0
561511	Propane	\$301,563	\$301,563	\$18,259	\$283,304	\$0	\$301,563	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$0	\$40,000	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,012	\$651	\$337	\$2,000	\$0
569010	Recreational Supplies	\$20,000	\$20,000	\$0	\$0	\$20,000	\$20,000	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$34,960	\$17,429	\$77,610	\$130,000	\$0

ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	JULY-SEPT EXPENDITURE	JULY-SEPT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Subtotal Supplies/Materials		\$4,646,218	\$4,646,218	\$573,577	\$1,058,004	\$3,014,636	\$4,646,218	\$0
Property								
575008	Furniture-Misc.	\$50,000	\$50,000	\$3,638	\$5,128	\$41,234	\$50,000	\$0
575200	Office Equipment	\$160,000	\$160,000	\$0	\$4,047	\$155,953	\$160,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$0	\$7,188	\$32,812	\$40,000	\$0
Subtotal Property		\$250,000	\$250,000	\$3,638	\$16,363	\$229,999	\$250,000	\$0
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,000	\$13,000	\$0	\$12,556	\$444	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$5,175	\$0	\$15,525	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$0	\$0	\$9,500	\$9,500	\$0
589201	Mileage	\$20,000	\$20,000	\$0	\$0	\$20,000	\$20,000	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$0	\$0	\$7,000	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$60,000	\$49,182	\$530	\$10,288	\$60,000	\$0
591004	Athletic Revolving Fund	\$135,000	\$135,000	\$0	\$0	\$135,000	\$135,000	\$0
Total Other/Miscellaneous		\$265,200	\$265,200	\$54,357	\$13,086	\$197,757	\$265,200	\$0
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,375,000	\$22,969,995	\$24,771,038	\$110,633,967	\$158,375,000	\$0
Other Additional Funding								
	Alliance Non-Reform/Reform	\$23,442,782	\$23,442,782	\$3,011,906	\$0	\$20,430,876	\$23,442,782	\$0
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$450,000	\$0
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$675,000	\$0
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$500,000	\$0
Total Additional Funding		\$27,067,782	\$27,067,782	\$3,011,906	\$0	\$24,055,876	\$27,067,782	\$0
GRAND TOTAL ALL FUNDING		\$185,442,782	\$185,442,782	\$25,981,901	\$24,771,038	\$134,689,843	\$185,442,782	\$0



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 3, 2020
To: Waterbury Board of Education
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 State Coronavirus Relief Fund (CRF) and will be completed by December 31, 2020.

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



BUILDING AUTOMATION ALLIANCE

InsideIQ

November 2, 2020

JRosado@waterbury.k12.ct.us

Attn: Jason Rosado
City of Waterbury
School Business Office
236 Grand Street
Waterbury, CT 06702

**Re: Temperature Controls Upgrade and Ventilation Project
Carrington Elementary School, Waterbury, CT**

Dear Jason,

SNE Building Systems is pleased to provide to you a quoted price of **\$155,288.00 (One hundred fifty-five thousand two hundred eighty-eight dollars)** for the following:

1. Replace the existing Honeywell Spyder DDC Controllers with new Schneider Lon Controls as shown on Project Drawings 124159 Dated 7/3/12.
2. Includes New Sensors and Controls for VAV Boxes, Roof Top Units, Air Handling Units, Energy Recovery Units and the Boiler/Chiller Plant.
3. Connect the New Control System to the existing BMS Graphics Platform serving the other schools in the city.
4. Provide revised Software for Equipment Sequence of Operations and Ventilation Control Setpoint for Air Handling Units.
5. Provide As-Built Control Drawings. NOTE: Existing Honeywell Valves and Actuators to remain. (SNE will provide pricing for replacement if found defective during check-out) **Includes Contingency Fund of of \$5,000.00 for Misc Repairs.**
6. See **Page 2** for Equipment Scope of Work.

**PAGE 2 Temperature Controls Upgrade and Ventilation Project
Carrington Elementary School, Waterbury, CT**

**SCOPE OF WORK
NEW DDC CONTROLLERS FOR THE FOLLOWING
EQUIPMENT AND RECOMMISSIONING**

1. Boiler Plant and Pumps
2. Chiller Plant and Pumps
3. Air Handling Units 1,2,3 and 4
4. Energy Recovery Unit 1,2,3 and 4
5. Roof Top Units 1 and 2
6. Kitchen Make Up Air Unit
7. Fan Coil Unit A & B
8. Qty-78 VAV Boxes with Reheat or Radiation.

The following is a Cost Breakout for the project:

Project Cost	\$148,750.00
Contingency Fund	5,000.00
Bond Cost	<u>1,538.00</u>
TOTAL	\$155,288.00

Thank you for your time and consideration. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,



Robert P. Doerr
Senior Account Executive

RD/ldc

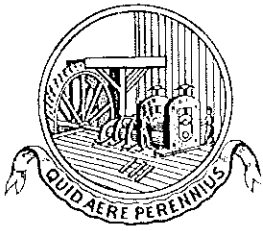
Accepted By _____

Date _____

PO # _____

(Please sign, date and return to proceed with order)

****Price valid until 12/31/2020**



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

October 21, 2020

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

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

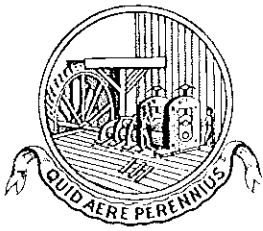
Re: Approval of an Amendment to a Memorandum of understanding between City of Waterbury and Wellmore, Inc.

Dear Honorable Members of the Board of Aldermen and Board of Education:

I respectfully request that you approve an Amendment to the Memorandum of Understanding between the City of Waterbury and Wellmore, Inc. for emergency mobile psychiatric services (EMPS). Conn. Public Act 13-178 requires that the Board of Education collaborate with its EMPS provider, Wellmore, Inc., to provide emergency psychiatric crisis response services to students. Wellmore is chosen by the State to operate EMPS services for Western Connecticut, including Waterbury.

This Amendment did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to students with disabilities under the Individuals with Disabilities Education Act, is exempt from bidding. In addition, Wellmore, as the area's EMPS provider, is a sole source under Section 38.026 of the procurement ordinance.

The Amendment expanded the scope of services adding paragraphs 4.8 and 4.9 which involve collaboration involving the need for additional behavioral health staff and the coordination of communication with families.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

There is no cost associated with the Amendment or the Memorandum of Understanding which remains in effect unless one or both of the parties wish to terminate or modify the agreement or the EMPS program is no longer in operation. The District is satisfied with the emergency mobile psychiatric services provided by Wellmore, Inc.

In conclusion, I respectfully request that the Amendment to the Memorandum of Understanding with Wellmore, Inc. for the provision of EMPS services to Waterbury public school students be approved. I appreciate your consideration in this important matter.

Sincerely,

Katharine Gabrielson

Enc. Amendment to MOU

**AMENDMENT 1
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF WATERBURY, WATERBURY DEPARTMENT OF EDUCATION
AND
WELLMORE, INC.
FOR EMERGENCY MOBILE PSYCHIATRIC SERVICES (EMPS)**

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury (the "City"), City Hall Building, 235 Grand Street, Waterbury, Connecticut and Wellmore, Inc. ("Wellmore," the "Provider," or "EMPS Provider") located at 141 East Main Street, Waterbury, CT. 06702, State of Connecticut duly registered domestic corporation. (Jointly referred to the Parties to this Amendment to the Memorandum of Understanding).

WHEREAS, the Parties entered into a Memorandum of Understanding (the "Agreement" or "MOU") for Emergency Mobile Psychiatric Services (EMPS) with Wellmore, which was effective September 24, 2016.

WHEREAS, the Parties entered into this Agreement pursuant to the State of Connecticut Public Act 123-178 requires that Emergency Mobile Psychiatric Service Providers ("EMPS" Provider) collaborate with School- based Health Centers and Regional Boards of Education throughout the state to provide crisis response and stabilization services for children, youth, and their families; and

WHEREAS, the COVID-19 pandemic brought to light the potential need for increased or additional services including the delivery of, and access to, the services provided for in the Agreement; and

WHEREAS, Parties wish to amend said Agreement to provide for additional and/or increased services to be provided consistent with the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Section 4 of the Agreement shall be amended to include the following paragraphs 4.8 and 4.9 expanding the scope of services:

4.8 Wellmore shall collaborate with the City to identify and assess schools where there may be a need for additional behavioral health support staff. Wellmore can offer on-site staff to work with Waterbury Department of Education staff to create a plan for managing and triaging challenging situations and providing overall support directly to students. Wellmore staff would address a variety of concerns and would also continue to connect families with available community resources.

4.9 Wellmore, in coordination with the City, will work to develop and execute a plan to better connect with and communicate with students and families, including, but

not limited to, potential referral to, and providing of, community home visitation and outreach programs and services for City students and their families.

2. All other terms, conditions, and provisions of the September 24, 2016 Agreement shall remain in full force and effect and binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto agree to this Amendment 1 to the Memorandum of Understanding on the dates signed below:

WITNESSES:

CITY OF WATERBURY

Signature Date
Print Name:

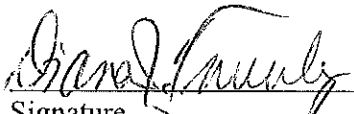
By: _____
Neil M. O'Leary, Mayor

Date: _____

Signature Date
Print Name:

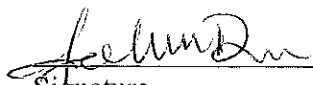
WITNESSES:

WELLMORE, INC.

 9/30/2020
Signature Date
Print Name: Daniel Trumbly

By:  _____
Executive Director

Date: 9/30/2020

 9/30/2020
Signature Date
Print Name: John Druker



CERTIFIED RESOLUTION

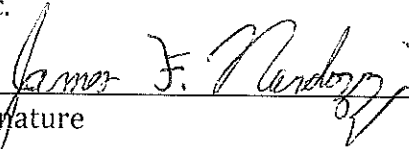
A meeting of the Board of Directors of Wellmore, Inc. was held on June 24, 2020, a Majority of the Directors being present and voting.

On motion duly made and seconded, the following resolution was adopted:

"RESOLVED: That the Chief Executive Officer of Wellmore, Inc., Gary M. Steck, is hereby authorized to make, execute and approve on behalf of this Corporation, any and all documents including leases and contracts needed in the business operations of Wellmore, Inc. and to execute and approve on behalf of this Corporation other instruments, a part of or incident to such, effective through June 30, 2021, or until otherwise ordered by the Board of Directors."

AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and AFFIXED THE CORPORATE SEAL of said Wellmore, Inc.

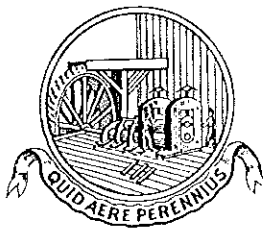


Signature

Chairperson

9-30-2020

Date



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

October 27, 2020

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

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

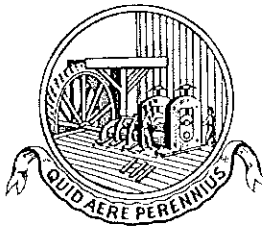
Re: Approval of a revised contract between the City of Waterbury and St. Vincent's Special Needs Center, Inc.

Dear Honorable Commissioners and Aldermen:

I respectfully request that you approve a revised contract between the City of Waterbury and St. Vincent's Special Needs Center, Inc. to provide an educational program for Waterbury students with disabilities. The approval is subject to the Board of Education approval which is anticipated on 11/19/20. The contract, previously approved by the Board, is revised with language changes primarily in the payment section in 3.1 regarding remote learning, the records section 4.1 and 4.2, the attendance section 4.3 and the indemnification section 12.

This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) which provide services and supports based on each student's individualized needs.

The Waterbury School District has placed students at St. Vincent's Special Needs Center, Inc. which operates a school for students with disabilities. Waterbury has two students for which the school is appropriate and they are provided the education, weekly related services and supports required by the students' individual education plans for the school year and extended school year as required. Those weekly services include speech and language therapy, occupational therapy, physical therapy and other supports. The related services are included in the tuition price.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

The total amount of the contract for three years is up to \$665,829.32. The contract covers a three-year term, from July 1, 2020 through June 30, 2023 and is paid for with general funds. A tax clearance has been obtained.

In conclusion, I respectfully request that the contract between the City of Waterbury and St. Vincent's Special Needs Center for education and related services and supports for students with disabilities be approved.

Sincerely,



Katharine Gabrielson

Enc. Contract

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
ST. VINCENT'S SPECIAL NEEDS CENTER, INC.**

THIS AGREEMENT ("Agreement"), executed on the later of the signature dates by the parties below, is effective as of July 1, 2020 ("Effective Date"), and entered into by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and St. Vincent's Special Needs Center, Inc. an institution organized and existing under the laws of the State of Connecticut and having its principal place of business at 95 Merritt Blvd, Trumbull, Connecticut 06611, ("the School").

WHEREAS, the City has identified the students or students listed on **Attachment A** (individually or collectively "Student") as requiring special education within the meaning of Section 10-76 of the Connecticut General Statutes ("CGS") and the Individuals with Disabilities Education Act ("IDEA") and must therefore, pursuant to CGS §10-76a et seq., as amended, provide such Student with special education as provided therein; and

WHEREAS, in the opinion of the City, the educational needs of the Student cannot be met with public school arrangements; and

WHEREAS, the School is willing to provide a special education program to the Student which shall include instruction in accordance with the Student's Individualized Education Program ("IEP") which IEP is incorporated by reference as if fully set forth herein, for the duration of the Agreement or until such time as the Student is no longer appropriately educated at the School, whichever comes first; and

WHEREAS, the School is a private or public educational institution and, in the opinion of the City, can provide the necessary educational programs and related services for the Student and thereby can meet the educational needs of the Student and implement the Student's IEP; and

WHEREAS, the School has been approved as a special education facility by the State of Connecticut Department of Education, or has been approved by the State of Connecticut Department of Developmental Services (DSS) to provide transition services to students between the ages of 18 and 21 years, as applicable, and evidence of such approval shall be furnished to the City upon request; and

WHEREAS, all relevant teachers and other employees of the School possess appropriate certificates or licenses in the State where the School is located in order to implement the IEP, and evidence of appropriate certification or licensure of staff shall be furnished to the City upon request; and

WHEREAS, the School shall provide special education and related services in accordance with the requirements of CGS §§ 10-76a et seq. and IDEA, and their respective regulations, as amended.

NOW THEREFORE, the School and the City, for the consideration and mutual promises contained herein, agree as follows:

1. **Scope of Services.**

1.1. The School shall provide to the Student a special education program, including instruction and related services ("Services") in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and the Student's IEP. The Student's IEP contains a description of the Services the Student is to receive, a statement of goals and objectives relating to the Student, and an estimated time schedule for returning the Student to the community or transferring the Student to another appropriate facility.

2. **Term.**

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2020 and terminating on June 30, 2023, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to the School at least sixty (60) days prior to the end of the initial three year term. In the event that there is an increase in tuition during the term of this Agreement (including any additional years), the parties shall work together to amend this Agreement accordingly. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. **Tuition.**

3.1. The City shall pay the School an amount up to Six Hundred Sixty-Five Thousand Eight Hundred Twenty-Nine Dollars and 32 cents (\$ 665,829.32) for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A**. **Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the school will be in session and the cost of the Services. The Student's tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student is enrolled in the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days the Student is enrolled by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy

and procedures. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

3.2 In the event the School's facilities are closed as required by local, state or federal law or formal guidance, or as determined by the School, at any time during the Term due to the COVID-19 pandemic (the "School Closure Period"), or the School determines it necessary to provide a combination of in-school and remote instruction to its students ("Hybrid Model"), the Parties agree that the School shall continue to be responsible for providing the Student with the Services in the IEP, which the Parties have agreed are necessary to provide the Student with a Free Appropriate Public Education ("FAPE"), albeit through remote or other alternative learning methods.. In such circumstance, the School agrees to provide the Board with the required documentation concerning the implementation of the IEP, pursuant to any guidance issued by the Connecticut State Department of Education (which documentation is currently the Learning Model IEP Implementation Plan) ("Implementation Plan"), to address how the Services will be implemented during the School Closure Period or in the Hybrid Model. The Parties shall work collaboratively to ensure that the Implementation Plan provides the Student with Free Appropriate Public Education in accordance with the IEP. The Board agrees to pay the base tuition identified in Paragraph 3.1 above during the School Closure Period and Hybrid Model, as long as the School complies with the requirements of this Agreement. However, the Parties agree that, during the School Closure Period or Hybrid Model, the Board shall not be required to pay for any individualized services, whether included in the base tuition identified in Paragraph 3.1 or in addition thereto, that are not provided by the School during the School Closure Period or Hybrid Model, such as one-to-one paraprofessional support. For the sake of clarity, during a School Closure Period or if the school is running on a Hybrid Model, the Board shall be obligated to pay the full tuition under this Agreement, including charges such as one-to-one professional support, if there is a local, state or federal law or formal guidance issued by the State of Connecticut requiring the Board to make such payments.

4. Records/Reports.

4.1. The School agrees to make available to the City at all times, and to send to the City on a regular basis (at least quarterly), all reports concerning the Student's programs and progress including, but not limited to, the present level of educational, social and emotional level of functioning of the Student, such reporting to include data on measurable outcomes provided in numeric/quantitative, narrative/ qualitative, and graphic form as specified by the City. The School shall also provide to the City any professional, diagnostic, and evaluation reports including, but not limited to, psychological and/or psychiatric, medical or educational evaluations which are conducted by the School, or by third parties, as soon as they are available to the School.

4.2. The School shall furnish to the City, on a monthly basis, reports that include a record of the dates the Student was in attendance at the School or received remote instruction, along with documentation of the specific related Services and frequency of the

related Services rendered to the Student. The reports shall accompany the City of Waterbury voucher and the School's billing. Payment shall be based upon the actual number of days in which the Student is enrolled and participating in an educational program.

4.3. The School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the Student's parent or guardian.

5. **Medicaid Documentation.**

5.1. The School shall submit, on a monthly basis, all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the Contractor pursuant to this Agreement.

6. **Responsibilities of the School.**

6.1. The School agrees to implement the IEP and to provide to the Student all services as set forth in the IEP. The School further agrees to contribute to the development of the Student's IEP on at least an annual basis or at such times as required by the City through properly constituted Planning and Placement Team ("PPT") meetings, so long as the Student is enrolled at the School or otherwise as required by the City in order to effect an appropriate transition by the Student to an alternative program. The School agrees to send a representative to such PPTs as are held by the City for the Student at the School's own cost and expense. In the event that the Student is the subject of a due process hearing or subsequent court proceedings requiring testimony by staff at the School, the School agrees to make its personnel available upon prior written notice to the School by the City, without charge for such testimony at the request of the City.

6.2. All planning regarding the Student's educational program and related services will take place in the context of a duly constituted PPT meeting. In no event shall the School conduct any PPT meetings regarding the Student without notifying and inviting a representative of the City to be present. PPT meetings may be held via a telephone conference or a video conference platform such as Google meet or Zoom, as required by the City, or mutually agreed to by the parties.

6.3. The City shall provide the School with a login id and password in order to access Power School SPED, the electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the following pages of the IEP and update as required:

- 6.3.1. Pages 4 and 5, Present level of performance
- 6.3.2. Page 6 (when appropriate) Transition Planning
- 6.3.3. Page 7 Goals and objectives
- 6.3.4. Page 8 Program Accommodations

The School shall insure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those providers who provide services to the Student and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide to the City a list of providers identified by them as requiring electronic access to the Student's IEP and their respective positions prior to access being given.

6.4. The School shall adhere to the City Board of Education's policy regarding student attendance and shall immediately notify the City regarding the Student's attendance or lack thereof pursuant to said policy. The School hereby acknowledges receipt of said policy and represents that it has familiarized itself with all aspects of said policy.

6.5. The School shall immediately notify the Student's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the Student.

7. **Additional Students.**

7.1. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional Students in the School and acknowledged by the School that services will be provided to such Students in accordance with each student's IEP and in accordance with the Agreement as amended.

8. **Observation of Student.**

8.1. The School hereby grants permission to the City's Superintendent of Education or her designees to visit and observe the Student in the School and at the School's facilities and to have conferences with the teachers and service providers who are working with the Student at reasonable times during school hours. The Superintendent/designees shall be permitted to observe the Student in authentic settings, defined as those where the Student would generally be found receiving services on a typical school day, with typical levels of staffing and in the general student population. Contrived observations by the school in which the School in which the Student is placed in a separate setting for purposes of the Superintendent/designee's observation are not permitted.

9. **Confidentiality/FERPA.**

9.1. School shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. The School shall further ensure that its employees, agents, or anyone performing work on its behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

9.2. Any and all materials contained in City of Waterbury student files that are entrusted to School or gathered by the School in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the School shall be used solely for the purposes of providing services under this Agreement.

9.3. The School acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The School and City shall comply with the requirements of said statute and regulations, as amended from time to time and the School agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, the School has no authority to make disclosures of any information from education records.

10. **Criminal Background Check and DCF Registry Check.**

10.1 The School shall ensure, and represents to the City, that, to the best of its knowledge, any person who will have direct contact with the Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The School shall further ensure, and represents to the City that any person who will have direct contact with the Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The School shall not permit any person with a disqualifying criminal history to have direct contact with the Student.

11. **Representation Regarding Qualifications.**

11.1. In the event that the School is no longer approved by the appropriate State agency for the purpose of providing special education services to students with disabilities, or it is

determined that the employees of the School do not have the appropriate certification or licenses, the City reserves the right to terminate the Agreement.

11.2. The School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes applicable to this Agreement and agrees to adhere to each and every condition as it applies.

11.3. The School represents that all persons working with the Student shall have the appropriate level of licensure or certification required by State law, and in accordance with the specifications of the Student's IEP and the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. The School shall make such licenses and certifications available for inspection upon the City's request. If School is a corporation, it shall provide a corporate resolution or other documentation acceptable to the City, authorizing this Agreement and the signatory thereof.

11.3.1. **Representations regarding Personnel.** The School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. To the best of the School's knowledge, 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 advance by the City in writing.

12. **Indemnification.**

12.1. The School shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of, related to or resulting from the delivery of the services pursuant to this Agreement, 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 School, 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 School's duties hereunder.

12.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 10.1, above, shall not be limited

in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

12.3. The School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

13. The School's Liability Insurance.

13.1. The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar 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. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

13.2. At no additional cost to the City, the School 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 School's obligation under this Agreement, whether such obligations are the School's or a subcontractor or person or entity directly or indirectly employed by the School or a subcontractor or anyone for whose acts the School or subcontractor may be liable.

13.3. 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.

13.3.1. Comprehensive General Liability Insurance. Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

13.3.2. Commercial Auto Liability Insurance. Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

13.3.3. Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

13.3.4. Professional Liability/Errors and Omissions. Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

13.3.5. Excess/Umbrella Liability Insurance: Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

13.3.6. Abuse & Molestation Liability. Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

13.3.7. Certificates of Insurance. The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant'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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. The School shall provide replacement and/or renewal certificates at least thirty (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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, the School shall deliver to the City a copy of its insurance policies and endorsements and riders.

13.3.8. Failure to Maintain Insurance. In the event the School fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the School's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

13.3.9. Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

14. Discriminatory Practices.

14.1. The School agrees that it maintains a policy of non-discrimination with regard to the hiring of employees and the enrollment of students. In performing this Agreement, the School 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, gender identity, 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 and enrollment 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 Agreement. The School agrees to comply with all all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

15. Termination of Placement.

15.1. If for any reason the School determines that a Student for any reason is not appropriate for the School, has violated the School's standards of conduct, or is to be terminated, the School shall give the City written notice of such determination and a PPT shall be convened in which the appropriate members of the team shall participate. The School's team members shall assist the PPT in planning the appropriate transition of the Student to the Student's next placement as appropriate. In no event shall the School discharge the Student or refuse to allow the Student to continue to attend the School without the agreement of the PPT and/or the determination that another placement has been determined for the Student.

16. Termination of Agreement.

16.1. Termination of Agreement for Cause. If, through any cause, the School shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by the School under this Agreement shall, at the option of the City, become its property.

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

16.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to the School. If this Agreement is terminated by the City as provided herein, the School will be paid an amount for the services actually performed and provided for under this Agreement.

16.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay The School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

16.4.1. Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or

otherwise made available by law, the City shall have the right to terminate this Agreement 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 School.

16.4.2. No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate the School for any lost or expected future profits.

16.5. Termination for Closing by School. The School may terminate this Agreement without penalty, upon thirty (30) days prior written notice to the City if the School permanently closes.

17. Disposition of Records.

17.1. To the extent that confidential records concerning the Student are created or maintained by the School as a result of the services provided to the Student pursuant to this Agreement, such records shall be the property of the City and shall be returned or provided to the City upon request or upon the Student's discharge from the School, whichever comes first. The School shall not further disclose the Student's records without appropriate parental consent. No records of the Student shall be destroyed without the express written consent of the City, following appropriate notification procedures under state and federal law. All employees and agents of the School will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA) and state laws concerning maintenance and disclosure of confidential student records and information and the School shall comply with FERPA in all respects.

18. Debarment.

18.1. The School hereby certifies that it and its officers and directors are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

19. Subcontracting.

19.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the School's services.

19.2. The School 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 School.

20. Assignability.

20.1. The School shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

21. **Audit.**

21.1. The City reserves the right to audit the School's books of account in relation to this Agreement once during the period of this Agreement or once during the twelve month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the City shall provide written notice to the School and such audit shall take place at a mutually agreed upon date and time. The School shall make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

22. **Interest of City Officials.**

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

23. **Prohibition against Gratuities and Kickbacks.**

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

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

23.3. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor

making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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

23.5. The School, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

24. **Prohibition Against Contingency Fees.**

24.1. The School 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.

25. **City of Waterbury's Ethics Code Ordinance.**

25.1 The School hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

26. **Entire Agreement.**

26.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties and attached to this Agreement. .

27. **Independent School Relationship.**

27.1. The relationship between the City and the School is that of client and independent contractor. No agent, employee, or servant of the School shall be deemed to be an employee, agent or servant of the City. The School 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.

28. Severability.

28.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

29. Survival.

29.1. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement.

30. Disputes; Legal Proceedings and Continued Performance.

30.1. Notwithstanding any such claim, dispute or legal action, the School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

31. Binding Agreement.

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

32. Waiver.

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

33. Governing Laws.

33.1. This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

34. Notice.

34.1. Except as otherwise specifically stated in this Agreement, whenever, under this Agreement 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 School or the City, and delivered in hand or sent by mail, postage prepaid, or by email, to the party to whom it is directed, which until changed by written notice, is/are as follows:

City: Director of Pupil Services
Waterbury Public Schools
236 Grand Street, Room 250
Waterbury, CT 06702

Email: kgabrielson@waterbury.k12.ct.us

School: St. Vincent's Special Needs Center, Inc.
95 Merritt Blvd.
Trumbull, Connecticut 06611

Email: Karen.King3@hhchealth.org

(Signature page follows.)

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

WITNESSES:

CITY OF WATERBURY

Print name

By: _____
Neil M. O'Leary
Mayor, City of Waterbury, Duly authorized


Print name

Date: _____

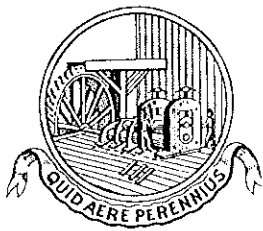
WITNESSES:

ST. VINCENT'S SPECIAL NEEDS
CENTER, INC.

Joanne Bertanza
Print name Joanne Bertanza
Dolores Miele
Print name Dolores Miele

By: 
Vincent DiBATTISTA
Fairfield Region President, Duly authorized

Date: 10/9/20



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

October 30, 2020

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

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

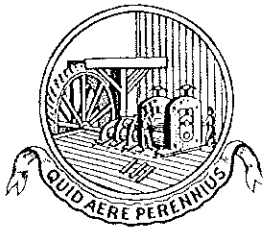
Re: Approval of a revised contract between the City of Waterbury and
Benhaven, Inc.

Dear Honorable Commissioners and Aldermen:

I respectfully request that you approve a revised contract between the City of Waterbury and Benhaven, Inc. to provide an educational program for Waterbury students with disabilities. The approval is subject to the Board of Education approval which is anticipated on 11/19/20. The contract, previously approved by the Board, is revised with language changes throughout the sections of the contract and includes a new definitions section.

This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) which provide services and supports based on each student's individualized needs.

The Waterbury School District has placed students at Benhaven, Inc. which operates a school for students with disabilities. Waterbury has two students for which the school is appropriate and they are provided the education, weekly related services and supports required by the students' individual education plans for the school year and extended school year as required. Those weekly services include speech and language therapy, occupational therapy and other supports. The related services are included in the tuition price.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

The total amount of the contract for three years is up to \$1,010,897.51. The contract covers a three-year term, from July 1, 2020 through June 30, 2023 and is paid for with general funds. A tax clearance has been obtained.

In conclusion, I respectfully request that the contract between the City of Waterbury and Benhaven for education and related services and supports for students with disabilities be approved.

Sincerely,

Katharine Gabrielson

Enc. Contract

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
BENHAVEN, INC.**

THIS AGREEMENT ("Agreement"), executed on the later of the signature dates by the parties below, is effective as of July 1, 2020 (the "Effective Date"), is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and Benhaven, Inc., an institution organized and existing under the laws of the State of Connecticut and having its principal place of business at 187 Half Mile Hill Road, North Haven, Connecticut 06473-4121, ("the "School").

WHEREAS, the City has identified the students or students listed on **Attachment A** (individually or collectively "Student") as requiring special education within the meaning of Section 10-76 of the Connecticut General Statutes ("CGS") and the Individuals with Disabilities Education Act ("IDEA") and must therefore, pursuant to CGS §10-76a et seq., as amended, provide such Student with special education as provided therein; and

WHEREAS, in the opinion of the City, the educational needs of the Student cannot be met with public school arrangements; and

WHEREAS, the School is willing to provide a special education program to the Student which shall include instruction in accordance with the Student's Individualized Education Program ("IEP") which IEP is incorporated by reference as if fully set forth herein, for the duration of the Agreement or until such time as the Student is no longer appropriately educated at the School, whichever comes first; and

WHEREAS, the School is a private or public educational institution and, in the opinion of the City, can provide the necessary educational programs and related services for the Student and thereby can meet the educational needs of the Student and implement the Student's IEP; and

WHEREAS, the School has been approved as a special education facility by the State of Connecticut Department of Education, or has been approved by the State of Connecticut Department of Developmental Services (DSS) to provide transition services to students between the ages of 18 and 21 years, as applicable, and evidence of such approval shall be furnished to the City upon request; and

WHEREAS, all relevant teachers and other employees of the School possess appropriate certificates or licenses in the State where the School is located in order to implement the IEP, and evidence of appropriate certification or licensure of staff shall be furnished to the City upon request; and

WHEREAS, the School shall provide special education and related services in accordance with the requirements of CGS §§ 10-76a et seq. and IDEA, and their respective regulations, as amended.

NOW THEREFORE, the School and the City, for the consideration and mutual promises contained herein, agree as follows:

1. Definitions.

1.1 "IEP" means each Student's IEP in effect on the Effective Date of this Agreement, together with such amendments to the IEP, if any, as may be made as provided in Section 2.1 of this Agreement.

1.2 "Planning and Placement Team" or "PPT" shall have the meaning ascribed to such term in Section 10-76a-1 of the Connecticut Regulations.

1.3 "Educational Services" means and includes those special education services that are described in the Student's IEP and are of a kind that are available at and typically provided by the School to students enrolled in the School's programs.

1.4 "Related Services" means any Student-specific related services, supplementary aids and services, or other services or products (not Educational Services) described in the Student's IEP that are to be provided for implementation of the Student's IEP. The Related Services that are to be provided by the School to each Student ("School-Provided Related Services") are specified on the Rate & Services Schedule for each Student included in **Attachment A**.

1.5 "School Year" means the days each year during the period from July 1 until June 30 of the following year when the School is operating and providing Educational Services to students at the School's facilities or by distance or remote learning or otherwise ("school days"). The School's scheduled school days during the School Year are subject to change and/or there may be emergency cancellations from time to time in the reasonable discretion of the School in accordance with its policies, provided that the total number of school days for Students each School Year is at least the minimum number required under applicable Connecticut law.

2. Scope of Services.

2.1. The School shall provide to the Student Educational Services and School-Provided Related Services ("Services") in a special education program provided in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and the Student's IEP. The Student's IEP contains a description of the Services the Student is to receive, a statement of goals and objectives relating to the Student, and an estimated time schedule for returning the Student to the community or transferring the Student to another appropriate facility as determined by the PPT. If there is any amendment of the Student's IEP during the term of this Agreement that results in a change in the nature, kind, scope, or level Services that are to

be provided to the Student, the City and the School will negotiate in good faith to try to reach a reasonable and mutually agreeable adjustment of the Tuition payable to the School under this Agreement that appropriately accounts for the changed Services that are to be provided under the Student's IEP as amended. If the parties are unable to reach an agreement concerning adjusted Tuition as provided herein, the School will notify the City as soon as possible so that the Student's IEP can be further adjusted accordingly or an alternative placement of the Student can be made, as the case may be, in accordance with a duly held PPT meeting.

2.2 In the event the School's facilities are closed as required by local, state or federal law or formal guidance, or as determined by the School, at any time during the term of this Agreement due to the COVID-19 pandemic (the "School Closure Period"), or the School determines it necessary to provide a combination of in-school and remote instruction to its students ("Hybrid Model"), the Parties agree that the School shall continue to be responsible for providing the Student with the Services, which the Parties have agreed are necessary to provide the Student with a Free Appropriate Public Education ("FAPE"), albeit through remote or other alternative learning methods. In such circumstance, the School agrees to provide the Board with the required documentation concerning the implementation of FAPE, pursuant to any guidance issued by the Connecticut State Department of Education, which documentation is currently the Learning Model IEP Implementation Plan ("Implementation Plan"), to address how the Services will be implemented during the School Closure Period or in the Hybrid Model. The Parties shall work collaboratively to ensure that the Implementation Plan provides the Student with FAPE in accordance with the IEP. The Board agrees to timely pay the tuition identified in Paragraph 4 below during the School Closure Period and Hybrid Model, as long as the School complies with the requirements of this Agreement; provided, however, that if during the School Closure Period or as a result of the Hybrid Model the School lays off staff who would otherwise be providing individualized Services (such as one-to-one paraprofessional support) to the Student, a tuition adjustment will be provided by the School to the Board in the amount of the unpaid compensation of the laid off School staff, less any additional expenses incurred by the School to provide remote or alternative learning during the School Closure Period or as a result of the Hybrid Model.

3. Term.

3.1. The initial term of this Agreement shall be for three fiscal years commencing on July 1, 2020 and terminating on June 30, 2023, subject to extension or early termination as provided in this Agreement. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to the School at least sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number or length of school days without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

4. Tuition.

4.1. For each Student who is enrolled in the School's program under this Agreement the City shall pay the School Annual Tuition in the amount specified in the Rate & Services Schedule for the Student in **Attachment A**. The basis for payment of the Services shall be as set forth in each Student's Rate & Services Schedule included in **Attachment A**. **Attachment A** shall consist of one Rate & Services Schedule for each Student placed at the School (there are two Students placed at the School as of the Effective Date). The Rate & Services Schedule for each Student shall set forth the name of the Student, the School-Provided Related Services to be provided to the Student, the School Year in which the Student is anticipated to be enrolled for his/her placement at the School, the projected number of school days that will be provided during the period, and the Annual Tuition and the Monthly Tuition Rate for the Services to be provided to the Student.

4.2 The Monthly Tuition Rate specified on each Rate & Services Schedule included in **Attachment A** shall be paid by the City to the School within thirty (30) days of the City's receipt of the School's invoice for the Monthly Tuition.

4.3 On or before July 1 each year during the term of this Agreement the School shall provide to the City an updated Rate & Services Schedule for the next School Year for each Student who is being provided Services under this Agreement. The updated Rate & Services Schedule that is provided to the City by the School for each Student shall be deemed to replace and supersede the previous Rate & Services Schedule in effect for each Student and shall be the Rate & Services Schedule in effect for the Student for the next School Year.

4.4 The School agrees to charge the City tuition for any Student enrolled at the School under this Agreement only for such period of time as the Student remains enrolled in the School for the Placement (as defined in Section 16 below). If a Student's Placement is terminated during the term of this Agreement, the tuition payable by the City to the School under this Agreement with respect to the Placement of the Student shall be adjusted as provided in Section 16.

4.5 The parties acknowledge that for the two Students enrolled with the School as of the Effective Date of this Agreement the City is presently authorized to pay tuition in a total amount of up to up to One Million Ten Thousand Eight Hundred Ninety-Seven Dollars and 51 cents (\$1,010,897.51) for the initial three year term of this Agreement (the "Budgeted Amount").

5. Records/Reports.

5.1. Subject to such consents from the Student or the Student's parents or legal guardians as may be required under applicable law, if any, the School agrees to make available to the City during the School's normal business hours, and to send to the City on a regular basis (at least trimester or as otherwise specified in the Student's IEP), copies of reports

concerning the Student's programs and progress, as follows: reports of the present level of functioning of the Student with respect to the goals and objectives for the Student contained in the IEP and a weekly verification of Educational Services provided whenever an Implementation Plan is in effect for a Student, using the Board's form attached hereto as Exhibit 1. The School shall also provide to the City copies of any professional, diagnostic, and evaluation reports concerning the Student, including, but not limited to, psychological and/or psychiatric, medical or educational evaluations which are conducted by the School, or by third parties, promptly after they are available to the School.

5.2. The School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the Student's parent or guardian.

6. **Medicaid Documentation.**

6.1. The School shall submit to the City all documentation required under Conn. Gen. Stat. Sec. 10-76d(d) for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. Accordingly, the School shall furnish to the City, on a monthly basis, an accounting of all School-Provided Related Services provided to the Student pursuant to the Student's IEP. The reports shall include the dates on which the Student was in actual School attendance along with documentation of the specific School-Provided Related Services provided to the Student. The School hereby authorizes the City to review and reconcile such reports to the School-Provided Related Services to be provided pursuant to this Agreement. This information shall be entered directly into the District's electronic Medicaid Billing System, if available.

7. **Responsibilities of the School.**

7.1. The School agrees to implement the Student's IEP by providing Services as set forth in Section 2.1 of this Agreement. The School further agrees to contribute to the development of the Student's IEP on at least an annual basis or at such times as reasonably required through properly constituted PPT meetings, so long as the Student is enrolled at the School, or otherwise as reasonably required during the term of this Agreement, in order to effect an appropriate transition by the Student to an alternative program. The School agrees to make a representative available to participate in person or remotely (e.g., via zoom) such PPTs as are held by the City for the Student during the term of this Agreement at the School's own cost and expense. In the event that the Student is the subject of a due process hearing or subsequent court proceedings requiring testimony by staff at the School during the term of this Agreement, the School agrees to make its personnel available without charge for such testimony at the request of the City.

7.2. The School and the City agree to reasonably cooperate in planning regarding the educational program of each Student being provided Services under this Agreement and consideration of possible changes in the Student's IEP. All revisions and changes regarding a Student's IEP will take place in the context of a duly constituted PPT meeting which will include representatives of the School. In no event shall the School conduct any PPT

meetings regarding the Student's educational program and related services without a representative of the City present. PPT meetings may be held via a telephone conference or a video conference platform such as Google meet or Zoom, as required by the City.

7.3. The City shall provide the School with a login id and password in order to access Power School SPED, the electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the following pages of the Student's IEP and update as required:

7.3.1. Pages 4 and 5, Present level of performance

7.3.2. Page 6 (when appropriate) Transition Planning

7.3.3. Page 7 Goals and objectives

7.3.4. Page 8 Program Accommodations

The School shall insure that the confidential information in the electronic IEP for which access is provided to School personnel is maintained and kept secure at all times by the School personnel having access. The School shall provide access only to those providers who provide services to the Student and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide to the City a list of providers identified by them as requiring electronic access to the Student's IEP and their respective positions with the School prior to access being given.

7.4. The School shall provide to the City monthly reports regarding the Student's attendance or lack thereof at the School. The School hereby acknowledges receipt of the City Board of Education's policy regarding student attendance said policy and represents that it has familiarized itself with all aspects of said policy.

7.5. The School shall immediately notify the Student's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the Student.

8. Additional Students.

8.1. The parties agree that this Agreement may be amended from time to time by mutual consent of the School and the City by way of a letter placing additional Students in the School accompanied by a Rate & Services Schedule for the Student that is acceptable to the School. Following any such amendment, the School shall provide Services for the additional Student and the City shall pay tuition to the School with respect to the Placement of the additional Student at the School as provided in this Agreement and the Rates & Services Schedule approved by the School for the additional Student.

9. Observation of Student.

9.1. The School hereby grants permission to the City's Superintendent of Education or her designees to visit and observe the Student in the School and at the School's facilities and to have conferences with the teachers and service providers who are working with the Student at reasonable times during regular school hours as scheduled in advance with the School. The Superintendent/designees shall be permitted to observe the Student in authentic

settings, defined as those where the Student would generally be found receiving services on a typical school day, with typical levels of staffing and in the general student population. Contrived observations by the school in which the Student is placed in a separate setting for purposes of the Superintendent/designee's observation are not permitted.

10. Confidentiality/FERPA.

10.1. To the extent that educational records concerning a Student are provided to, created and/or maintained by the School as a result of the Educational Services provided by the School under this Agreement, the School agrees to maintain the confidentiality of such records. The School shall further ensure that its employees, agents, or anyone performing work on its behalf under the terms of this Agreement shall maintain the confidentiality of such records.

10.2. Any and all materials contained in City of Waterbury student files that are entrusted to School or gathered by the School in the course of its providing Services to Students under this Agreement shall remain in the strictest confidence to prevent disclosure of the same.

10.3. The School agrees that in providing Services to Students under this Agreement it will comply at all times with the requirements of the Family Educational Rights and Privacy Act ("FERPA") and all other applicable Connecticut and Federal laws relative to the maintenance and confidentiality of the Student's records. Pursuant to FERPA, the School shall not disclose or re-disclose any personally identifiable Student information or educational records pertaining to a Student, as those terms are used under FERPA, without parental consent, except as otherwise authorized by law.

11. Criminal Background Check and DCF Registry Check.

11.1 The School will comply with the provisions of Conn. Gen. Stat. Sec. 10-232a and Sec. 10-232c, as applicable. The School shall ensure, and represents to the City, that any School personnel who will have direct contact with the Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The School shall not knowingly permit any person with a disqualifying criminal history to have direct contact with the Student.

12. Representation Regarding Qualifications.

12.1. In the event that the School is no longer approved by the appropriate State agency for the purpose of providing special education services to students with disabilities, or it is determined that the employees of the School providing Services to the Students under this Agreement do not have the appropriate certification or licenses and no other School employees who have the necessary certification(s) or license(s) are reasonably available to

provide Services to the Students, the City reserves the right to terminate the Placements of the Students at the School under this Agreement and will promptly send written notification to the School of such intention to terminate the Placements. Any such termination shall take place pursuant to a duly held PPT meeting.

12.3. The School represents that all School staff working with the Students who are being provided Services under this Agreement shall have the appropriate level of licensure or certification, if any, required by State law to provide such Services, and have the requisite skill, expertise and knowledge necessary to perform the Services. The School shall make such licenses and certifications as well as resumes of School staff available for inspection upon said request. If the School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

12.3.1. Representations regarding Personnel. The School represents that it has or will secure at its own expense all personnel required to perform the Services to Students which the School is required to provide under this Agreement. 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 advance by the City in writing.

13. Indemnification.

13.1. The School shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees (collectively, the "City Indemnified Parties") from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of, related to or resulting from the School's delivery of the Services pursuant to this Agreement, 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 School, 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 School'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. Notwithstanding anything to the contrary contained herein, the School shall not be required to indemnify any of the City Indemnified Parties with respect to any willful, intentional, negligent or reckless acts or omissions of any of the City Indemnified Parties.

13.2. In any and all claims against the City or any of its boards, agents, employees or officers by the School or any employee of the School, by any subcontractor of the School, or by 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 12.1, above, shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the School or any subcontractor of the School under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

13.3. The School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

14. The School's Liability Insurance.

14.1. The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved. Insurance as required by this Section 14 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. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the City's Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

14.2. At no additional cost to the City, the School 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 School's Services under this Agreement, whether such obligations are the School's or a subcontractor of the School or person or entity directly or indirectly employed by the School or a subcontractor of the School or anyone for whose acts the School or subcontractor of the School may be liable.

14.3. 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 Agreement 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.

14.3.1. Comprehensive General Liability Insurance. Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

14.3.2. Commercial Auto Liability Insurance. Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

14.3.3. Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits

14.3.4. Professional Liability/Errors and Omissions. Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

14.3.5. Excess/Umbrella Liability Insurance: Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

14.3.6. Abuse & Molestation Liability. Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

14.3.7. Certificates of Insurance. The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance regarding the insurance required by this Section 14. The policies regarding the required insurance shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the School'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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability, Professional Liability, Worker's Compensation, Excess/Umbrella Liability Insurance, and Abuse & Molestation Liability coverage, and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and noncontributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to review by the City's Risk Manager for compliance with this Agreement. The School shall provide replacement and/or renewal certificates of insurance at least thirty (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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, the School shall deliver to the City a copy of its insurance policies and endorsements and riders.

14.3.8. Failure to Maintain Insurance. In the event the School fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the School's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon the City's receipt of information that the School has failed to maintain insurance coverage as required in this Section 13.

14.3.9. Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

15. Discriminatory Practices.

15.1. The School agrees that it maintains a policy of non-discrimination with regard to the hiring of employees and the enrollment of students. In performing this Agreement, the School 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, gender identity, 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 and enrollment 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 Agreement. The School agrees to comply with all applicable local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

16. Termination of Placement.

16.1. A Student's placement at the School under this Agreement (the "Placement") shall be for the period beginning on the first day of the first School Year during the term of this Agreement (or such later date as the Student's enrollment at the School commences) and ending on the last day of the last School Year during the term of this Agreement (or such earlier date as the Student's enrollment at the School ends), unless sooner terminated as provided for in this Section 16 or otherwise in this Agreement.

16.2 The School may seek to terminate a Student's Placement if the School determines that a Student is not appropriate for the School, has violated the School's standards of conduct, or the Placement should be terminated for any other reason. In any such case the School shall give the City written notice of such determination and a PPT shall be convened

in which the appropriate members of the team shall participate. The School's team members shall assist the PPT in planning the appropriate transition of the Student to the Student's next placement as appropriate. In no event shall the School discharge the Student or refuse to allow the Student to continue to attend the School without the agreement of the PPT and/or the determination that another placement is to be made for the Student.

16.3 If a Student's Placement is terminated as provided herein, the amount of Tuition to be paid for the Student's Placement shall be adjusted based on the number of school days from the start of the then-current School Year for the Placement to the date of termination of the Placement (the "Termination Date"), and the amount of the Adjusted Tuition shall be calculated as follows:

Adjusted Tuition = Tuition daily rate x Number of school days from start of
Placement to the Termination Date

16.4 If the Adjusted Tuition amount for a Student whose Placement is terminated as provided herein is less than the amount of Tuition already paid by the City, the difference (Tuition paid – Adjusted Tuition) shall be promptly refunded to the City by the School. If the Adjusted Tuition amount for a Student whose Placement is terminated as provided herein is greater than the amount of Tuition already paid by the City, the balance (Adjusted Tuition – Tuition paid) shall be promptly paid to the School by the City.

16.5 Except as provided otherwise in this Section 16, upon termination of a Student's Placement with the School neither party shall have any further obligation to the other under this Agreement regarding the Student's Placement or the Student except for the obligation to return records.

17. Termination of Agreement.

17.1. Termination of Agreement for Cause. Either party shall have the right to terminate this Agreement for Cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. As used herein, the term "Cause" shall mean any material breach by any party of any material term of this Agreement.

17.2. Notwithstanding any termination of this Agreement for Cause, neither party shall be relieved of liability to the other party for damages sustained as a result of the other party's breach of this Agreement.

17.3. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations or federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement.

Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the School the amount required to continue the Agreement in effect is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law. Any termination of this Agreement by the City for lack of funding must be made by the City giving written notice to the School of such termination specifying the effective date thereof, at least thirty (30) days before the effective date of such termination, which date may be no earlier than the last day of the last period for which funds have been appropriated, authorized or otherwise made available by law to the City for funding of this Agreement.

17.3.1. Effects of Nonappropriation. If this Agreement is terminated by the City for lack of funding as provided for herein, such termination shall not affect, reduce or eliminate any party's rights or obligations under this Agreement prior to the effective date of such termination, including but not limited to the City's obligation to pay tuition to the School for Services provided by the School prior to the effective date of the termination for lack of funding.

17.5.2. No Payment for Lost Profits. If this Agreement is terminated by the City for lack of funding as provided for herein, in no event shall the City be obligated to pay or otherwise compensate the School for any lost or expected future profits.

18. Disposition of Records.

18.1. To the extent that confidential records concerning the Student are created or maintained by the School as a result of the Services provided to the Student pursuant to this Agreement, such records shall be the property of the City and shall be returned or provided to the City upon request or upon the Student's discharge from the School, whichever comes first; provided, however, that the School may maintain copies of records generated by the School. The School shall not further disclose the Student's records without appropriate parental consent. No records of the Student shall be destroyed without the express written consent of the City, following appropriate notification procedures under state and federal law. All employees and agents of the School will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA) and state laws concerning maintenance and disclosure of confidential student records and information and the School shall comply with FERPA in all respects.

19. Debarment.

19.1. The School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

20. **Subcontracting.**

20.1. The School shall be fully responsible to the City for the acts and omissions of its subcontractors, if any, who perform Services and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the School.

21. **Assignability.**

21.1. The School shall not assign this Agreement or any interest in this Agreement.

22. **Audit.**

22.1. The City reserves the right to audit, at the City's cost and expense, the School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, upon reasonable advance written notice the School shall promptly make available to the City all records pertaining to this Agreement, including, but not limited to, documentation maintained by the School of the type, frequency and duration of all Services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

23. **Interest of City Officials.**

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

24. **Prohibition against Gratuities and Kickbacks.**

24.1. No employee, agent or representative of the School shall offer, give, or agree to give any payment, gratuity or kickback to any public official, employee or member of a board or commission of the City as an inducement to award this Agreement to the School or as an inducement to take any action or fail to take any action on behalf of the City under this Agreement. The School shall comply with the following City ordinances, as applicable: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance).

25. **Prohibition Against Contingency Fees.**

25.1. The School 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.

26. **City of Waterbury's Ethics Code Ordinance.**

26.1 The School will acknowledge receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and will familiarize itself with said ordinance after a copy of said ordinance is provided to the School by the City.

27. **Entire Agreement.**

27.1. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties and attached to this Agreement.

28. **Independent School Relationship.**

28.1. The relationship between the City and the School is that of client and independent contractor. No agent, employee, or servant of the School shall be deemed to be an employee, agent or servant of the City. The School 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. No agent, employee, or servant of the City shall be deemed to be an employee, agent or servant of the School. The City 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.

29. **Severability.**

29.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law. In the event that any portion of this Agreement as originally drafted is found to be invalid and unenforceable under applicable law, such provision shall be deemed to be restated to be valid and enforceable and to reflect the original intentions of the parties as nearly as possible in accordance with the applicable law, and as so restated shall be enforced. If, however, an invalid and unenforceable provision cannot be restated to be valid and enforceable as provided herein, then the invalid and unenforceable provision shall be severable and the remaining portions of the Agreement shall survive and be enforced as if this Agreement had been entered into without the invalid or unenforceable provision, provided that the remaining provisions are capable of reasonable substantial performance without the invalid and unenforceable provision.

30. **Survival.**

30.1. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement.

31. Disputes; Legal Proceedings and Continued Performance.

31.1. Notwithstanding any such claim, dispute or legal action, the School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City; provided, however, that the School shall be obligated to continue to perform Services only if the City makes timely payment of the tuition due for such Services.

32. Binding Agreement.

32.1. This Agreement shall be binding on the City and the School and their successors and assigns.

33. Waiver.

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

34. Governing Laws.

34.1. This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

35. Notice.

35.1. Except as otherwise specifically stated in this Agreement, whenever, under this Agreement 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 School or the City, and delivered in hand or sent by mail, postage prepaid, or by email, to the party to whom it is directed, which until changed by written notice, is/are as follows:

City: Dept. of Special Education
236 Grand St. Room 250
Waterbury, CT 06702
Email: kgabrielson@waterbury.k12.ct.us

School: Benhaven, Inc.
Attn: Kathryn DuPree, Executive Director
187 Half Mile Hill Road,
North Haven, Connecticut 06473-4121
Email: kdupree@benhaven.org

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

WITNESSES:

CITY OF WATERBURY

Print name

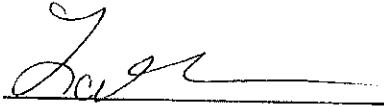
By: _____
Neil M. O'Leary
Mayor, City of Waterbury, Duly Authorized

Print name

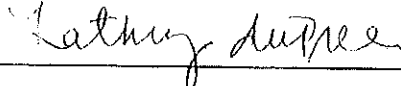
Date: _____

WITNESSES:

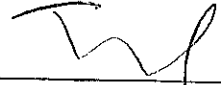
BENHAVEN, INC.



Print name LORRAINE MEECE

By: 

Executive Director, Duly Authorized



Print name TONIA HOLLAND

Date: 11/2/20

(Signature page follows.)

ATTACHMENT A
RATE & SERVICES SCHEDULES FOR STUDENTS

RATE & SERVICES SCHEDULE FOR: J. D.

SCHOOL YEAR: July 1, 2020 to June 30, 2021

PROJECTED SCHOOL DAYS: 247

ANNUAL TUITION: \$167,993.07

MONTHLY TUITION: \$14,073.84

SCHOOL-PROVIDED RELATED SERVICES: [From IEP dated 5-14-2019]

1. Speech/Language: 30 hrs/year
2. Occupational Therapy: 12 hrs/year

RATE & SERVICES SCHEDULE FOR: A. R.

SCHOOL YEAR: July 1, 2020 to June 30, 2021

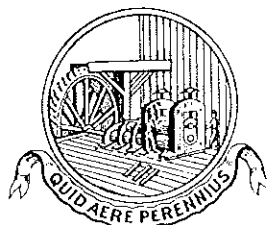
PROJECTED SCHOOL DAYS: 247

ANNUAL TUITION: \$158,169.96

MONTHLY TUITION: \$13,180.83

SCHOOL-PROVIDED RELATED SERVICES: [From IEP dated 3-12-2020]

1. Speech/Language: 24 hrs/year
2. Occupational Therapy: 18 hrs/year



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

October 27, 2020

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

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

Re: Approval of a contract between the City of Waterbury and the Hispanic Coalition of Greater Waterbury, Inc.

Dear Honorable Commissioners and Aldermen:

I respectfully request that you approve a contract between the City of Waterbury and the Hispanic Coalition of Greater Waterbury, Inc. to provide a transition program for Waterbury students with disabilities. The approval is subject to the Board of Education approval which is anticipated on 11/19/20. This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding.

No cost is associated with the contract which covers a three-year term, from October 1, 2020 through June 30, 2023. The transition program includes office tasks, assistance to residents and staff and food preparation and cleaning.

Transition services are required to be given to older students with disabilities under the Individuals with Disabilities Education Act (IDEA). This agreement with the Hispanic Coalition helps the Waterbury School District provide its students with valuable transition opportunities. The District is very satisfied with the collaboration provided by the Hispanic Coalition and looks forward to providing the program in the future.

In conclusion, I respectfully request that the contract with the Hispanic coalition of Greater Waterbury, Inc. be approved.

Sincerely,

Katharine Gabrielson

Enc. Contract

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
HISPANIC COALITION OF GREATER WATERBURY, INC.
FOR
TRANSITION SERVICES - SPECIAL EDUCATION**

THIS AGREEMENT (“Contract” or “Agreement”), effective on the date signed by the Mayor (the “effective date”) is by and between the City of Waterbury (the “City”), 235 Grand Street, Waterbury, Connecticut, 06702, and Hispanic Coalition of Greater Waterbury, Inc. LLC (the “Contractor” or “Facility”), a duly registered domestic non-stock corporation, located at 135 East Liberty Street, Waterbury, Connecticut 06706 (jointly referred to as the “Parties” to this Agreement).

WHEREAS, the City and its Board of Education (the “Board”) desire to provide a transition program for students with disabilities which includes training in problem solving skills, independent living skills, job skills and social skills in a work environment; and

WHEREAS, the Contractor has agreed to partner with the City to provide transition services to include a prevocational and employment training program at and through the Contractor’s Facility; and

WHEREAS, the City and the Contractor have established guidelines for the operation of the program at the Contractor’s Facility; and

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

The Contractor shall provide transition services (or “transition program(s)”), as listed in Schedule A attached hereto and made a part hereof, at or from its Facility, to a selected number of students with disabilities as selected by the City. The Contractor will provide such transition services including instruction; prevocational and employment training; community experiences; and, if appropriate, acquisition of daily living skills and functional vocational training, as is set forth in the attached Schedule A, and more specifically set forth in the student’s Individualized Education Program (“I.E.P.”). The City will be responsible for the planning, implementation, evaluation and review of the transition services of each student. The Contractor and the City shall be responsible for the development and implementation of the employment training program.

The Contractor will provide the students and City staff with an orientation of its Facility, employees, and an explanation of its procedures and policies. In addition, the Contractor will review the program responsibilities with City staff and students and be available throughout the day to supervise the implementation of the program. The student participants and the transition training programs are further described as follows:

- A. Community Based Training (CBT). Students shall receive transition services up to two (2) days per week, for no more than one and one-half (1.5) hours per day, and no more than a total of three (3) hours per week. In addition to the Contractor's staff, the City will provide supervising school staff members (teachers and/or paraprofessionals), on site, as needed and determined by the City and the student's I.E.P. The City will be responsible for the planning, implementation, evaluation of the transition services of each student selected by the City. The City will provide transportation for each student attending said program.
- B. Individual Work Experience (IWE). Students shall receive transition services for up to (3) days per week, for no more than three quarters (.75) of an hour to one (1) hour per day, for a total of two and one half (2.5) to three (3) hours per week. IWE students will be supervised by Contractor's staff or by a paraprofessional, if required by the student's I.E.P. The Contractor staff will evaluate the student's employment training. The IWE teacher will check in weekly with the Contractor's staff at the Facility. The Contractor and the City shall be responsible for the development and implementation of the transition services. The City will provide transportation for each student attending said program.
- C. Single Student Interns. Students shall receive transition training services for two (2) up to eight (8) hours per week. Single Student Interns will be supervised by Contractor's staff or by a paraprofessional, as determined by the student's I.E.P. The Contractor and City staff will evaluate the student's employment training. The transition coordinator or her/his representative will check in weekly with the Contractor's staff at the Facility. The Contractor and the City shall be responsible for the development and implementation of the transition services. The City will provide transportation for each student attending said program.
- D. **Distance Learning.** In the event that in-person transition programs and services are not possible; the Contractor ensures that if online or distance learning opportunities for transition programs/services are, or become, available, the Contractor will make all reasonable efforts to work with the City's Board of Education in order to afford the opportunity to City students who would otherwise benefit from in-person transition programs and services, as provided under this Agreement. In the event that online or distance learning transition services are available, whether any individual student participates in distance learning should be determined by, and in accordance with, the student's I.E.P. Such distance learning opportunities may alter the above schedules of days and hours as needed on an individual basis. The Contractor and the City shall be responsible for the development and implementation of the transition services.

2. Payment

There shall be no compensation paid by the City to the Contractor, or to the City by the Contractor. The Parties agree that the student's transition services are part of their educational program and as such the Students shall not be paid by either the City or the Contractor.

3. **Term**

The term of this Agreement shall be for the school years October 1, 2020 to June 30, 2023, or any part thereof.

4. **Representation Regarding Qualification**

The Contractor represents that its employees are licensed, if applicable, to perform the scope of work set forth in this Agreement. 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 Agreement. If the Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

A. **Criminal Background Check and DCF Registry Check.** The Contractor shall ensure, and represents to the City, that each and every of Contractors' employees or any person affiliated with the transition site program who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any employees who are involved with the students in the transition program have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Contractor warrants and represents that it has conducted a records check and has found no such violation.

The provisions of this Section 4.A. regarding criminal background checks and DCF Registry Check may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

5. **Confidentiality & Student Data Privacy**

To the extent applicable, the Contractor shall ensure that it and its employees shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "Contractor" includes any employees of the Contractor, or persons affiliated with the student's transition program.

A. **Student Education Records.** The City and the Contractor acknowledge that in the course of the transition program the Contractor may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related

regulations (34 C.F.R. § 99). The Contractor shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the transition services/program only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The Contractor shall instruct its employees and other persons affiliated with the transition program on their obligations to comply with FERPA.

B. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Contractor. As applicable to the transition service(s) and program(s) provided for under this Agreement, the Contractor agrees to comply with the following provisions regarding student data privacy:

- i. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Intern except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Intern within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.
- ii. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agree to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein.
- iii. The Contractor shall take actions designed to ensure the security and confidentiality of student data.

- iv. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Contractor of a breach of Student Data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
 - v. Student Data shall not be retained or available to the Contractor upon expiration of the Contract between the Contractor and City, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the contractor after the expiration of such contract for the purpose of storing student-generated content.
- C. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- D. The provisions of this Section 5 regarding student confidentially, student data privacy, and FERPA may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect and as may be extended but written agreement of the Parties.

6. Indemnification

- A. The Contractor shall indemnify, defend and hold harmless the City, the City's Boards, the City's Board of Education, the City's commissions, and their agents, officers, directors, officials and employees from and against all claims, suits, damages, losses, judgments, damages, costs and expenses including attorney's fees arising out of or resulting from or caused by negligence, recklessness, any intentional act or omission, of the Contractor, its employees, any subcontractor, 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. The Contractor shall not be responsible if said claims result solely from the actions or negligence of the City and the Board and their officers, agents or employees.
- B. Any insurance protection required by this Agreement, or otherwise maintained and/or provided by the Contractor, shall not in any way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

C. In the event this Contract or the Contractor, or its subcontractors, 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.

7. **Failure to Maintain Insurance**

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, or as otherwise maintained by the Contractor, the City may terminate this Agreement immediately upon information of no insurance coverage.

8. **Discriminatory Practices**

In performing this Agreement, 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, religion, color, sex, age, religious creed, gender identity or expression, present or past history of mental disability, intellectual disability, learning disability, physical disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military/veteran 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 Agreement. 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.

The Contractor shall admit any eligible student and shall not discriminate against any student regardless of race, religion, color, sex, age, religious creed, gender identity or expression, present or past history of mental disability, intellectual disability, learning disability, physical disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military/veteran status, or source of income.

A. **Equal Opportunity.** In its execution of the performance of this Agreement, 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.

9. **Assignability**

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City.

10. **Interest of City Official**

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

11. **Prohibition Against Gratuities and Kickbacks**

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

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

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

12. **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.

13. **City of Waterbury's Ethics Code Ordinance**

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

14. **Entire Agreement**

This Agreement 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 Agreement must be in writing and agreed to by the City and the Contractor.

15. **Independent Contractor Relationship**

The relationship between the City and the Contractor is that of 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.

Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City, the Contractor or any employee, or agent of the Contractor. Both Parties acknowledge that the Contractor and its employees are not employees of the City for federal or state tax purposes.

As the Contractor and its employees are not employees of the City, the Contractor is responsible for paying all required state and federal taxes for its employees. In particular:

- A. The City will not withhold FICA (Social Security) for the Contractor.
- B. The City will not make state or federal unemployment insurance contributions on behalf of the Contractor or its employees or agents.
- C. The City will not withhold state or federal income tax from payment to the Contractor or its employees or agents.
- D. The City will not make disability insurance contributions on behalf of the Contractor or its employees or agents.
- E. The City will not obtain workers' compensation insurance on behalf of the Contractor or its employees or agents.

16. **Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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.

17. **Termination**

Either Party may terminate this agreement at any time upon a 30 day written notice to the other Party.

18. **Force Majeure**

Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective

obligations under this Contract are caused by conditions beyond either Party's control, including without limitation:

- A. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- B. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
- C. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- D. strikes and labor disputes; and
- E. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

18. **Governing Laws**

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

(The next page is the signature page.)

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

WITNESS:

CITY OF WATERBURY

By: _____

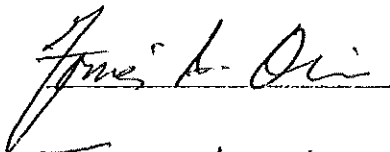
Neil M. O'Leary
Mayor, City of Waterbury

Print name

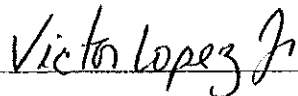
Date: _____

WITNESS:

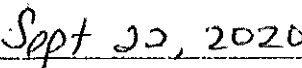
HISPANIC COALITION OF GREATER
WATERBURY, INC.



Tomas A. Olivo
Print name

By: 

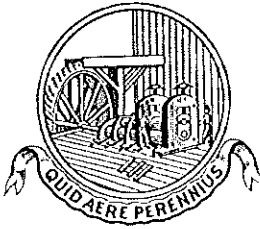

Print Name and Title

Date: 

SCHEDULE A
SCOPE OF SERVICES AND TASK LIST

The Contractor shall provide the following transition services to students designated by the City. Each student may receive all of some instructions with regard to the transition services listed below:

1. Food preparation and proper cleaning techniques in the La Casa Bienvenida Senior Center.
2. Assist residents and staff with games, crafts, and reading.
3. Office tasks including copying, stuffing envelopes and other clerical duties.
4. Any other appropriate service as designated by the City and the Contractor.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

October 29, 2020

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

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

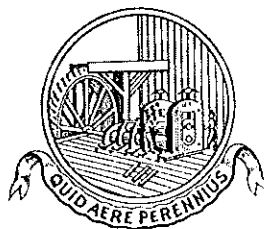
Re: Approval of Contract between City of Waterbury and
University of Connecticut for speech and language interns

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that you approve a contract between the City of Waterbury and University of Connecticut to enable speech and language graduate students from the Department of Speech, Language and Hearing Sciences to intern in the Waterbury Public Schools. The approval is subject to the Board of Education approval which is anticipated on 11/19/20. This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding.

There is no cost associated with the contract which covers a three-year period from November 1, 2020 through June 30, 2023 during which time UCONN can send social work graduate student interns to Waterbury Public Schools as the parties agree are appropriate.

The contract enables the District to obtain graduate school speech and language interns while providing the interns with valuable and necessary experiences required for their degrees. The District has had speech and language interns from UCONN and other universities.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

In conclusion, I respectfully request that the contract between the City of Waterbury and University of Connecticut for graduate school speech and language interns be approved.

Sincerely,

Katharine Gabrielson

Enc. Agreement with UCONN

STUDENT INTERN AFFILIATION AGREEMENT
for
Speech Language Pathology Student Internships
between
The City of Waterbury, Connecticut
and
The University of Connecticut

THIS AGREEMENT, effective on the date signed by the University, is by and between the City of Waterbury, with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and the University of Connecticut, a constituent unit of the State of Connecticut System of Higher Education having a place of business at 2 Alethia Drive, U-1085, Storrs, CT 06269 (the "University").

WHEREAS, University of Connecticut is a public University and maintains a Department of Speech, Language and Hearing Sciences awarding Master's Degrees in the area of Speech Language Pathology; and

WHEREAS, the University desires to establish Speech Language Pathology Internships to assist in the training of graduate students enrolled in its Department of Speech, Language and Hearing Science (hereinafter "Student Interns" or "Interns"); and

WHEREAS, the City desires to assist in the training of such students by hosting them as Speech Language Pathology student interns in the City's school system ("Internship Program"); and

WHEREAS, the University is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a) (5) and/or 10a-151b of the Connecticut General Statutes;

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Term. The term of this Agreement shall commence on November 1, 2020, and terminate on June 30, 2023 or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for five (5) successive one-year terms by the mutual written agreement of the parties.

2. Compensation. Neither the University nor the City shall be responsible to compensate the other party, or the Intern for services rendered under this Agreement. The parties further agree and understand that neither the Intern nor the Faculty Advisor/Internship Supervisor or any other University employee is an employee of the City of Waterbury, but rather that the Intern is participating in an Internship in the Waterbury Public Schools for the purpose of obtaining experience in furtherance of his/her education.

3. Responsibilities of the University.

3.1. The Program Manager and Clinical Education Administrator not later than August 1st of each year, shall notify the City of the number of Speech Language Pathology Student Interns available to be hosted by the City during the coming school year, and the City shall give notice as promptly as is practicable of the number of interns it agrees to host during that school year.

3.2. The University shall certify, for participation in the Internship Program, only those qualified Speech Language Pathology students enrolled in the Masters Program.

3.3 Prior to placement at an internship site (the "Internship Site"), the University shall arrange for the potential Intern to be interviewed by the Principal, Special Education Supervisor, Vice-principal, School Social Worker/ Counselor who is certified to supervise the Intern, or other designated representative of the District or Internship Site. Interns shall be approved by the Principal of the intended Internship site. Only those students of the University who have been interviewed and accepted by the school representative at the Internship Site shall be permitted to intern at the site.

3.4. The University shall designate an Internship Supervisor (the "Internship Supervisor") to facilitate administration of the Internship. Interns will be assigned to each Internship Site in consultation with the Internship Supervisor. The Internship Supervisor shall visit each Internship Site twice per semester and as requested by the City. The Internship Supervisor shall be solely responsible for evaluating and grading the performance of the Interns. The Internship Supervisor may consult with school personnel with regard to the performance and evaluation of the Interns.

3.5. The University shall advise its Interns that they shall be required to follow the University of Connecticut clinical practicum agreement during the Intern's involvement in the Internship Program. A copy of the Manual shall be provided to the City prior to commencement of this Agreement.

3.6 The University will instruct its Student Interns to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from the Internship Program any Intern who fails to comply with applicable City rules and regulations.

3.7 The University shall withdraw an Intern from the Internship Program with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Intern's continued participation in the Internship is detrimental to the Intern and/or any employee of the City or student in the City's school system.

3.8 The University shall advise its Interns that they will be expected to report to their designated Internship Sites as per their agreed upon schedules.

3.9 The University shall be responsible for the planning, implementation and execution of all aspects of the Intern's educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10 The University shall provide Faculty for the purpose of tracking Student Intern progress and for consultation with the City, as necessary. The Faculty shall be solely responsible for assigning final course grades to the Student Interns.

3.11 The University will instruct Interns, Faculty and University personnel not to disclose any confidential material or information connected with the City or any of its students as set forth herein.

3.12 The University will convey to the City's personnel, information about the philosophy and objectives of the Program.

4. Responsibilities of the City.

4.1. The City agrees to provide onsite supervision of the Speech Language Pathology Intern by appropriate, qualified personnel and shall undertake such activities as will permit the Speech Language Pathology Intern to gain field experience.

4.2. The City agrees to provide a planned, supervised program of clinical instruction consistent with the objectives of the University's clinical education program, and shall provide suitable facilities and sufficient personnel necessary to carry out this program.

4.3. The City agrees to designate a Program Coordinator, who shall be responsible for the learning experience of the students, such person having met the academic and other standards established by the parties.

4.4. The City agrees to provide the Interns with an orientation to the policies and procedures of the City and Board of Education in advance or at the beginning of the Internship.

4.5. In the event that it becomes necessary for the Waterbury Public School system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

4.6. The City reserves the right to determine the number of Speech Language Pathology Student Interns it will host in its school system.

4.7. The City shall provide the Internship Supervisor and Student Interns relevant information, including policies, procedures, and rules with which the Student Interns must comply.

4.8. The City will notify the Program Manager and Clinical Education Administrator, whenever an Intern does not timely report to the designated Internship Site.

5. Responsibilities of the Intern.

The University shall advise Interns they must:

5.1 Execute a waiver of liability in the form attached hereto as **Schedule A**. The City may condition participation in the Program on its receipt of such waiver of liability.

5.2 Report to their designated Internship Sites as per their agreed upon schedules.

5.3 Comply with all applicable rules and regulations of the City.

5.4 Comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records as outlined herein.

5.5 Comply with the instructions, guidelines, and requirements stated in the University of Connecticut clinical practicum agreement.

6. Criminal Background Check and DCF Registry Check. The University shall provide to each proposed Student Intern an authorization in the form attached as **Schedule B** requesting and authorizing the Regional Education Service Center (RESC) to release the results of the proposed Intern's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families background check report to the City of Waterbury. The University will instruct the Proposed Intern that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks. The University will also advise each proposed Intern that s/he shall be required to submit to a DCF registry check and present to the RESC an executed "Authorization for Release of Information for DCF CPS Search." Should the results of any criminal history or DCF registry check for any Student Intern be determined by the City to be unsatisfactory, the City may refuse to provide said student with an Internship and notify the University's Director of Internship and Field Experience.

6.1 The University shall ensure, and represents to the City that any Intern who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any Intern who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The University shall not permit any Intern with a disqualifying criminal history to have direct contact with a student.

The provisions of this Section 6 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

7. Student Education Records. The parties acknowledge that in the course of providing/hosting the Student Interns pursuant to this Agreement, the University or Student Intern may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the University and Student Interns have no authority to make any other disclosures of any information from education records. The University shall instruct its Student Interns on their obligations to comply with FERPA.

7.1 The University shall require the University, its employees, and each Intern shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its students as set forth herein. For purposes of this section, "University" includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.

7.2 The City acknowledges that it may be given access to University student education records in the course of performing its obligations pursuant to this Agreement. The City acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The City further agrees that it will not disclose such information to any third party without the prior written consent of the Intern to whom such information relates.

8. Student Data Privacy.

8.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Intern.

8.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data that may come into the possession of the University or the Intern except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the University or the Intern. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University

or the Intern within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the University and/or the Intern that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

8.3 Neither the University nor the Intern shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

8.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the University or the Intern receives a request to review Student Data in the University's or the Intern's possession directly from a student, parent, or guardian, the University and the Intern agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Intern agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the University or the Intern, and correct any erroneous information therein.

8.5 The University and the Intern shall take actions designed to ensure the security and confidentiality of student data.

8.6 The University and the Intern will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

Upon discovery by the University or the Intern of a breach of Student Data, the University shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

8.8 The University, Intern and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

8.9 The University and the Intern acknowledge and agree to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

8.10 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.

9. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

9.1 Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

10. Use of City Property. The Internship Supervisor and/or Student Intern shall have access to such areas of City property as the City and the Internship Supervisor agree are necessary for the performance of the Internship Supervisor's and/or Student Intern's functions pursuant to this Agreement and at such times as the City and the Internship Supervisor may mutually agree.

11. Insurance and Indemnification.

11.1 The University shall require that student that the student obtain his/her own health insurance to be considered as a potential intern. University shall advise the student that unless the student has health insurance satisfactory to the City, the student may not be

eligible to participate in the student Internship Program. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential Intern for review by the City.

11.2 Student Interns participating in the Internship Program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious.

12. Termination.

12.1 Termination. Either party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other party.

12.2 Termination for Non-Appropriation or Lack of Funding. The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Interns nor the University Supervisor will be considered employees or agents of the City, and that the relationship between the City and the Student Interns, the University Supervisor and the City is that of an independent contractor. The University, its Faculty and the Student Interns 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.

14. Accommodations for Persons with Disabilities. In the event that a Student Intern requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

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

To the University: University of Connecticut
 Office of Clinical Placement Coordination
 John J. Budds Bldg.
 343 Mansfield Road
 Storrs, CT 06269
 Attention: Kim O'Connor

To the City: City of Waterbury
 c/o Department of Education
 236 Grand Street
 Waterbury, CT 06702
 Attention: Director of Pupil Services

16. Contract Assignment. No right or duty, in whole or in part, of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.

17. Claims against the State. The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

18. Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

19. Prohibited Activities. The parties shall comply with C.G. S. §1-84 and any amendment thereof as if fully set forth herein.

20. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

21. Prohibition against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

22. Severability. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this agreement, 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 agreement shall be enforced as if this agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently

State University or College

overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

24. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.

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

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

UNIVERSITY OF CONNECTICUT

KIMBERLY O'CONNOR

By: *Carol Polifroni*
Carol Polifroni, Director, OCPC

October 21, 2020

Date: October 21, 2020

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

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

I further agree and understand that I am neither an employee of the City of Waterbury nor of the University of Connecticut, but rather that I am a Speech Language Pathology Graduate Student at the University of Connecticut - Department of Speech, Language and Hearing Sciences, participating in an Internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

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

Dated at Waterbury, Connecticut this _____ day of _____, 20__

Signature

Date

Print Name

State University or College

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

The undersigned, _____, a Speech Language Pathology graduate student in the Department of Speech, Language and Hearing Sciences at the University of Connecticut, hereby requests and authorizes Cooperative Educational Services (a Regional Education Service Center) to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

Speech Language Pathology Intern Signature

Printed Name of Speech Language Pathology Intern

Dated: _____



Date: September 24, 2020

**Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702**

And

**Honorable Commissioners
Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702**

Re: Approval Request of Contract for Student Teaching Opportunities between the City of Waterbury and University of Saint Joseph

Dear Honorable Aldermen and Honorable Commissioners:

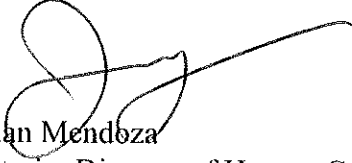
The Human Capital/Education Department respectfully requests your approval of the above-referenced contract in the amount of \$0 for Student Teaching Opportunities between the City of Waterbury and University of Saint Joseph. The term of this Agreement shall commence on January 1, 2021 and terminate on December 31, 2023, or the last scheduled school date of that fall semester, whichever occurs first. There is an option for this Agreement to be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

The City shall host no more than five (5) Student Teachers enrolled in the University's Graduate or Masters in Education Program per each of the University's semesters. This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement. The University shall pay a stipend directly to the Cooperating Teacher in the amount of Twenty-Five (\$25.00) for each week of the Program/duration of a Student Teacher's placement with the Cooperating Teacher.

Under this contract, the University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers and visit each Hosting School twice per semester. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check. The Student Teacher shall also provide proof of insurance. In the event that it becomes necessary for the Waterbury public school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

Accordingly, attached for your review and consideration is the proposed contract and the Vendor's Certificate of Insurance. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Juan Mendoza', with a long horizontal stroke extending to the right.

Juan Mendoza
Interim Director of Human Capital
236 Grand St., Room 309
(203) 574-8109

Attachment

cc: Attorney *Dawn Desantis*
File: CRT20-226

STUDENT TEACHER AFFILIATION AGREEMENT
for
Student Teaching Opportunities
between
The City of Waterbury, Connecticut
and
University of Saint Joseph

THIS STUDENT TEACHER AFFILIATION AGREEMENT (hereinafter the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (hereinafter the "City"), with its principal place of business located at City Hall, 235 Grand Street, Waterbury, Connecticut and the University of Saint Joseph (hereinafter the "University") with its principal place of business located 1678 Asylum Avenue, West Hartford, Connecticut 06117, a State of Connecticut duly registered corporation (jointly referred to as the "Parties" to this Agreement).

WHEREAS, the University is a private university and maintains a School of Arts, Sciences, Business, and Education located at 1678 Asylum Avenue, West Hartford, Connecticut; and

WHEREAS, the University desires to establish Student Teaching Opportunities as part of a teacher preparation program (hereinafter the "Student Teaching Program" or the "Program") with the City to assist in the training of students enrolled in the Department of Education Clinical Experience Program; and

WHEREAS, the City desires to provide such Student Teaching Opportunities and assist in the training of such students by hosting them as Student Teachers within the City's school system; and

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Term.** The term of this Agreement shall commence on January 1, 2021, and terminate on December 31, 2023, or the last scheduled school date of that fall semester, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.

1.1. **Option.** This Agreement may be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

2. **Compensation.** Neither the University nor the City shall be responsible to compensate the other Party, or the Student Teacher(s), for services rendered under this Agreement. The Parties further agree and understand neither the City is not responsible to compensate the Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University. This Agreement is a contractual affiliation solely for the purpose of providing Student Teaching Opportunities in the Waterbury Public Schools as part of a teacher preparation program in furtherance of the Student Teacher(s) experience and education.

3. Responsibilities of the University.

The University shall:

3.1. The University's Director of the Office of Clinical Experience, Department of Education, or his/her designee, not later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 12 of this Agreement) of the number of Student Teachers available to be hosted by the City. The City shall host no more than five (5) Student Teachers per each of the University's semesters.

3.1.1. The University shall convey to the City all information about the Student Teacher candidates relevant to their candidacy to participate in the Program, including, but not limited to, the students' names and qualifications to participate in the Program as a Student Teacher enrolled in the University's Bachelors' or Masters' program.

3.2. The University shall certify for participation in the Student Teaching Program only those qualified Bachelors//Masters' degree students enrolled in the University's Education Program(s) for Elementary, Secondary, Special Education, or Early Childhood Studies degree or certification programs who have received or are pursuing a baccalaureate degree.

3.3. Prior to placement of a Student Teacher at a school within the Waterbury Public School system, (the "Hosting School"), the University shall arrange for the potential Student Teacher to be interviewed by the Principal, Vice-principal, or School Social Worker/ Counselor who is certified to supervise the Student Teacher, or other designated representative of the Hosting School. Student Teachers shall be approved by the Principal of the intended Hosting School. Only those students of the University who have been interviewed and accepted by the school representative at the Hosting School shall be permitted the opportunity to be Student Teachers at that Hosting School.

3.4. The University shall designate a University Supervisor (the "University Supervisor") to facilitate administration of the Program. Student Teachers will be assigned to each Hosting School in consultation with the University Supervisor. The University Supervisor shall visit each Hosting School twice per semester and as requested by the City. The University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers. The University Supervisor may consult with school personnel with regard to the performance and evaluation of the Student Teachers.

3.5. The University shall advise its Student Teachers that they shall be required to follow the University's and its of Education Program's policies and procedures in addition to any manuals or handbooks pertaining to the Student Teacher Program and/or the Student Teacher's particular curriculums. The University shall provide any such

policies, procedures, manuals or handbooks relevant to the Student Teacher Program to the City prior to execution of this Agreement.

3.6. The University will instruct its Student Teachers to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from the Program any student who fails to comply with applicable City rules and regulations. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed.

3.7. The University shall withdraw a Student Teacher from the Program with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Student Teacher's continued participation in the Program is detrimental to the Student Teacher, to any employee, to any student, or to any person or property in the City's school system. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed.

3.8. The University shall advise its Student Teachers that they will be expected to report to their designated Hosting School as per their agreed upon schedules.

3.9. The University shall be responsible for the planning, implementation and execution of all aspects of the Student Teacher educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. The University shall provide a University Supervisor, for the purpose of tracking the progress of Student Teachers and for consultation with the City, Hosting School, or Cooperating Teacher as necessary. The Faculty shall be solely responsible for assigning final course grades to the Student Teachers.

3.11. The University will convey to the City, information about the philosophy and objectives of the Program as well as an information and forms to be completed by the Cooperating Teacher, or the City as me be necessary to enable the City to host the Student Teacher.

3.12. **Cooperating Teacher Stipend.** The University shall pay a stipend directly to the Cooperating Teacher in the amount of Twenty-Five Dollars (\$25.00) for each week of the Program/duration of a Student Teacher's placement with the Cooperating Teacher.

3.13. Criminal Background Check and DCF Registry Check

3.13.1. The University shall ensure, and represents to the City, that each and every Student Teacher or any person affiliated with the Program who will have direct

contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any Student Teacher who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The University shall not permit any Student Teacher with a disqualifying criminal history to have direct contact with a student.

- 3.13.2. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Teacher an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student Teacher's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student Teacher that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Teacher shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.
- 3.13.3. Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Teachers have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Teacher be determined by the City to be unsatisfactory, the City may terminate the Student Teachers Opportunity in the Program and refuse to host such Student Teacher and the City will accordingly notify the University's Director of Internship and Field Experience, or her designee, of such termination.
- 3.13.4. If any changes in the law or regulations with respect to the provisions of this Section 3.13 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

- 3.14. The University shall ensure the communication of and compliance with all Student Teacher Responsibilities, including but not limited to the following:**
- 3.14.1.** Each Student Teacher shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.
 - 3.14.2.** In addition to the execution any forms or waivers attached to this Agreement, each Student Teacher shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such waiver of liability.
 - 3.14.3.** Each Student Teacher shall be expected to report to their designated Hosting School as per their agreed upon schedules.
 - 3.14.4.** Each Student Teacher shall comply with all applicable rules and regulations of the City.
 - 3.14.5.** Each Student Teacher shall comply with all Federal, State, local laws and regulations, the City Charter and City Ordinance provisions relating to confidentiality and student privacy of records and data as detailed further in section 3.15 of this Agreement.
 - 3.14.6.** Each Student Teacher shall follow the relevant portions of the Student Teaching Handbook and seek the guidance of the University Supervisor or Faculty Advisor or Cooperating Teacher as required thereunder.
- 3.15. The University shall ensure that the University, its employees, and each Student Teacher shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "University" includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.**
- 3.15.1. Student Education Records.** The Parties acknowledge that in the course of the Program and hosting the Student Teachers pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Student Teachers shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student Teaching Opportunity only for the purposes provided in this

Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its students/Student Teachers on their obligations to comply with FERPA.

3.15.2. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Student Teacher.

3.15.3. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Teacher except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the University or the Student Teacher. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Teacher within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the University and/or the Student Teacher that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

3.15.5. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the University or the Student Teacher receives a request to review Student Data in the University's or the Student Teacher's possession directly from a student, parent, or guardian, the University and the Student Teacher agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Student Teacher agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the University or the Student Teacher, and correct any erroneous information therein.

- 3.15.6. The University and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.
 - 3.15.7. The University and the Student Teacher will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:
 - 3.15.8. Upon discovery by the University or the Student Teacher of a breach of Student Data, the University shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
 - 3.15.9. Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Teacher at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student-generated content.
 - 3.15.10. The University, Student Teacher, and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
 - 3.15.11. The University and the Student Teacher acknowledge and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
 - 3.15.12. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.
 - 3.15.13. If any changes in the law or regulations with respect to the provisions of this Section 3.15 regarding student confidentiality, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.
4. **Responsibilities of the City**
 - 4.1. During the term of this Agreement, the City will host in its school system Student Teachers who are enrolled in the University's Masters or Bachelors degree Education

Programs as further detailed in section 4.1.1., below, and are qualified to act as Student Teachers in the City's school system performing functions as described herein. For each year of the Contract, the City will host no more than five (5) students per semester.

4.1.1. The length of each Student Teacher's placement as part of the Student Teaching Program in the City's Hosting schools depends on the area of degree or certification as follows:

4.1.1.1. Masters' in Special Education:	15 weeks
4.1.1.2. Masters' in Secondary Education:	10 weeks
4.1.1.3. Masters' in Early Childhood Studies:	15 weeks (total)
10 weeks in Elementary classroom	
5 weeks in Pre-K/Kindergarten classroom	
4.1.1.4. Masters' in Elementary Education:	10 weeks
4.1.1.5. Bachelors' in Elementary Education:	15 weeks
4.1.1.6. Bachelors' in Special Education:	15 weeks (total)
10 weeks in Special Education classroom	
5 weeks in Elementary classroom	
4.1.1.7. Bachelors' in Secondary Education:	15 weeks

4.2. The City shall provide the University Supervisor and Student Teachers relevant information, including policies, procedures, and rules with which the Student Teachers must comply.

4.3. The City will notify the University's Director of Operations and Student Services Clinical Practice Administrator or his/her designee, whenever a Student Teacher does not timely report to the designated Hosting School.

4.4. The City shall provide suitable space for connected with the Student Teachers' clinical or fieldwork instruction, as needed, and as is available.

4.5. Cooperating Teacher and Cooperating Teacher Qualifications. The City shall provide a Cooperating Teacher that shall be responsible for planning and implementing individual Student Teacher Assignments, and for evaluating Student Teacher performance in accordance with criteria developed by and provided to the City by the University.

4.5.1. Qualifications. The Cooperating Teacher shall have received training through the Teacher Education And Mentoring Program ("TEAM") and hold a valid TEAM certification.

4.6. The Board of Education's Human Resource department will provide orientation for the Student Teachers for purposes of this Agreement regarding relevant City information, including policies, procedures, and rules with which faculty and Student Teachers must comply.

4.7. In the event that it becomes necessary for the Waterbury public school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

5. **Proprietary Information.** Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

5.1. Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

6. **Use of City Property.** The University Supervisor and/or Student Teacher shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of the University Supervisor's and/or Student Teacher's functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

7. **Insurance.**

7.1. The student will provide proof of his or her own health insurance to be considered as a potential student teacher, and unless the student has health insurance satisfactory to the City, the student may not be eligible to participate in the Student Teacher Program with the City.

7.2. The University or Student Teacher(s) shall not commence work under this Contract until all insurance required under this Section 7 has been obtained by the University or Student Teacher(s) and such insurance has been approved by the City.

Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

7.3. At no additional cost to the City, the University or Student Teacher(s) 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 University's and/or Student Teacher(s)' obligations under this Contract, whether such obligations are the University's or Student Teacher(s)' or person or entity directly or indirectly employed by said University or Student Teacher(s), or by any person or entity for whose acts said University or Student Teacher(s) or subcontractor may be liable.

7.4. Each insurance policy shall state that the insurance company shall 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.

7.5. The following policies with stated limits shall be maintained by the University or the Student Teacher(s) as indicated below, in full force and effect, at all times during which the services are to be performed by the University or Student Teacher(s):

7.5.1. General Liability Insurance: \$1,000,000.00 per Occurrence, \$2,000,000.00 Aggregate.

The University shall provide coverage to protect the City to the extent of said policy for damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for damages arising out of destruction of property in any one accident or occurrence.

7.5.2 Automobile Liability Insurance: \$1,000,000.00 per Accident, combined single limit (CSL).

The University shall provide 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 of loading and unloading of any owned or non-owned vehicle. Such coverage shall apply only to vehicles owned or operated by the University.

7.5.3 Workers Compensation: Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000.00 EL Each Accident, \$500,000.00 EL Disease Each Employee; \$500,000.00 EL Disease Policy Limit.

The University shall comply with all State of Connecticut statute as it relates to workers' compensation. The University shall provide Workers' Compensation

Insurance Statutory Limits and Employer Liability Coverage to the University for University employees; notwithstanding any other provision of this Agreement, student teachers are not University employees and are not covered by Workers' Compensation Insurance.

7.5.4 Excess General Liability Insurance: \$1,000,000.00 per Occurrence/\$1,000,000.00 Aggregate Limit. The University shall carry and provide comprehensive general liability umbrella insurance coverage.

7.5.5 Professional Liability Insurance: \$1,000,000.00 each Wrongful Act, \$1,000,000.00 Aggregate

The University shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the University, the City and Student Teacher(s), as it relates to the Student Teaching Program and any related educational services in the course of the Student Teaching Program with the City of Waterbury and its Board of Education.

7.5.6 Sexual Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate

The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving a Student Teacher or any University personnel (i.e., University Supervisor(s) and/or Faculty Advisor(s)) within the program.

7.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if the University or the Student Teacher(s) fails to maintain the minimum required coverage as set forth herein.

7.7. Cancellation: The City of Waterbury shall receive written notice of cancellation from the University or Student Teacher(s) at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

7.8. Certificates of Insurance: The University or Student Teacher(s)' General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the University or Student Teacher(s)' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the University or Student Teacher(s) execute this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation and be**

written on an Occurrence basis.” The University or Student Teacher(s) must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

7.9. No later than thirty (30) calendar days after University or Student Teacher(s) receipt, the University or Student Teacher(s) shall deliver to the City a copy of the University or Student Teacher(s) insurance policies, endorsements, and riders.

8. **Indemnification.** University and Student Teacher(s) agree to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the College's/University's and the Student Teachers' obligations under this Agreement, by the negligent acts, errors or omissions of University, the Student Teacher(s) or anyone for whom the University is legally responsible.

9. Termination.

9.1. **Termination** Either Party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other Party.

9.2. **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 Consultant. If this Contract is terminated by the City as provided herein, the Consultant 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 Consultant covered by this Contract, less payments of compensation previously made.

9.3. **Termination for Non-Appropriation or Lack of Funding.** The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

9.4. **Termination for Cause.** If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all

documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

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

10. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Teachers nor the University Supervisor or Faculty Advisor will be considered employees or agents of the City, and that the relationship between the City and the Student Teachers, the University Supervisor and the City is that of a contracted affiliation to provide Student Teaching Opportunities to students of the University as part of a teaching preparation program. The University, and 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.

11. Accommodations for Persons with Disabilities. In the event that a Student Teacher requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

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

To the University: University of Saint Joseph
Office of Clinical Experience
Department of Education
1678 Asylum Avenue
West Hartford, Connecticut 06117

With a copy to: Office of the Provost
1678 Asylum Avenue
West Hartford, Connecticut 06117

To the City: City of Waterbury
c/o Department of Education
Chief Operating Officer
236 Grand Street
Waterbury, CT 06702.

With a copy to: City of Waterbury, Board of Education
Human Resources

235 Grand Street, Room 310
Waterbury, Connecticut 06702

13. This section intentionally left blank.

14. Contract Assignment. No right or duty, in whole or in part, of either Party under this Agreement may be assigned or delegated without the prior written consent of the other Party.

15. Discriminatory Practices Prohibited. In performing this Agreement, the University, shall not discriminate against any Student Teacher or Student Teacher applicant, with respect to his or her admission, admission to the Program, terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Teachers under this Agreement, because of the person's 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 of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, the University shall not discriminate against any employee or applicant, 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.

These non-discrimination covenants are 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 Agreement. 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.

15.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement 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.

16. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

- 17. Prohibition against Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 18. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 agreement shall be enforced as if this agreement 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 agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- 19. Survival.** Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.
- 20. Entire Agreement.** This written Contract shall constitute the entire Agreement between the Parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.
- 21. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when delays of their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:
- 21.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
 - 21.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
 - 21.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
 - 21.4. strikes and labor disputes; and
 - 21.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a

Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

22. 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 documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

22.1. 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.

22.2. 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.

22.3. 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 University or Student Teacher or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

22.4. 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.

22.5. Upon a showing that a subcontractor made a kickback to the City, a University or Student Teacher 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.

22.6. 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 26.6, 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 26.6 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.

22.7. 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 26.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

22.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 21.1-21.7.

22.9. The University or Student Teacher 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.

22.10. The University or Student Teacher 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"].

22.11. 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.

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

22.13. PROHIBITION AGAINST CONTINGENCY FEES. The University or Student Teacher 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.

22.14. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the University or Student Teacher 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 University or Student Teacher records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page follows.]

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

WITNESS:

CITY OF WATERBURY

Signature & Date

By: _____
Neil M. O'Leary, Mayor

Print Name

Date: 9/29/2020

WITNESS:

UNIVERSITY OF SAINT JOSEPH

By: Dr. Isaac Gottesman
Isaac Gottesman, Chair

By: Raouf N. Boules Digitally signed by Raouf N. Boules
Date: 2020.09.29 13:51:32 -04'00'

Raouf Boules, Dean

Date: 9/29/2020

Date: 9/14/2020

By: _____
Michelle Kalis, Provost

Date: 9/29/2020

By: Lucy A. Lucker Digitally signed by Lucy A.
Lucker
Date: 2020.09.28 12:54:27
-04'00'

Lucy Lucker, VP Finance and Administration

Date: 9/29/2020

**SCHEDULE A
WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

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

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the University of Saint Joseph, in its School of Education Masters' or Bachelors' degree programs, participating in a Student Teaching Program the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

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

Dated at Waterbury, Connecticut this ____ day of ____, 2020.

Student Teacher Signature & Date

Student Teacher Print Name

WITNESSES:

Signature & Date

Print Name

Signature & Date

Print Name

State of Connecticut:

: ss: Waterbury _____, _____, 2020

County of New Haven:

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

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

Commissioner of Superior Court
Notary Public
My Commission Expires:

SCHEDULE B

**AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS
AND DEPARTMENT OF CHILD AND FAMILY REGISTRY CHECK**

I, the undersigned, _____, a student at the University of Saint Joseph, enrolled in the University's School of Education Masters' or Bachelors' degree programs and hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

Signature of Student Teacher

[Printed Name of Student Teacher]

Dated: _____

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

Contract Recipient or Vendor Name: University of Saint Joseph

Requesting Department: BOE

Department Contact: Lisa Romano

Description of Work To Be Performed: School Counseling
Student Internship

Estimated Contract Duration and End Date: Multi

Date Reviewed: 9/24/20

Insurance Certificate Term: 7/1/20-7/1/21

Payment / Performance Bond:

Verification of Existence of Fidelity and Surety in CT

<https://portal.ct.gov/-/media/CID/licencorn.pdf>

Certificate Meets Insurance Specifications: Yes

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

Comments:

Approved: Yes



Risk Manager or Authorized Designee



UNIVOF5-01

SABADJIAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2020

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

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

PRODUCER
Smith Brothers Insurance, LLC.
68 National Drive
Glastonbury, CT 06033

CONTACT
NAME:
PHONE
(A/C, No, Ext): (860) 652-3235 FAX (A/C, No): (860) 652-3236
E-MAIL: GeneralMailbox@SmithBrothersUSA.com
ADDRESS:

INSURED
University of Saint Joseph
Attn: Barbara Kealey
1678 Asylum Avenue
West Hartford, CT 06117

INSURER(S) AFFORDING COVERAGE
INSURER A: United Educators Insurance, A Reciprocal Risk Retention Group NAIC # 10020
INSURER B: ACE American Insurance Co. 22667
INSURER C: Travelers Indemnity Co of Amer 25666
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR ISD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO. LOC X OTHER: Sexual Abuse/Molestation: Includ	X X	N13-780	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
B	X AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS Hired AUTOS ONLY NON-OWNED AUTOS ONLY	X X	PHFD38402973 008	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X X DED X RETENTIONS 25,000	X X	N13-780	7/1/2020	7/1/2021	EACH OCCURRENCE \$ AGGREGATE \$ 40,000,000 Sexual Ded.: \$ 100,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A X	UB-8N232747	7/1/2020	7/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.		N13-780	7/1/2020	7/1/2021	Each Claim 3,000,000
A	Professional Liab.		N13-780	7/1/2020	7/1/2021	Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Waterbury and its Board of Education are included as Additional Insured as respects to General Liability, Automobile Liability, and Umbrella liability per policy forms.
Primary and Non-contributory coverage is included as respects to General Liability and Umbrella Liability per policy forms.
Waiver of Subrogation applies as respects to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation per policy forms.

CERTIFICATE HOLDER

CANCELLATION

City of Waterbury
Office of Corporation Counsel
235 Grand Street
Waterbury, CT 06072

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



UNIVERSITY OF SAINT JOSEPH

CONNECTICUT

I, Patricia LeShane, in my official capacity as an officer, namely, Secretary of the University of Saint Joseph Board of Trustees, a corporation organized under the laws of the State of Connecticut, do hereby certify and attest that the University of Saint Joseph Board of Trustees, at its meeting on October 18, 2019, passed the following resolution:

RESOLVED, that, in accordance with the authority vested in the Board of Trustees pursuant to the University's Certificate of Incorporation and Bylaws, the Board hereby grants to the President and the Vice President for Finance & Administration the authority to sign contracts, agreements, grant applications and amendments thereto (collectively, "Agreements") by or on behalf of the University in the administration and support of its educational programs and activities and other operations, including, without limitation, agreements with federal, state or municipal governments or subdivisions thereof and foundations; provided, however, authority to enter into agreements related to borrowing of money or the sale, exchange, lease, mortgage or pledge of real estate or other assets of the University is not so granted by this resolution, except that the Vice President for Finance & Administration may, in the ordinary course of business, accept real property that is gifted to the University and sell the same as soon as practicable after such receipt; and the Board further grants to the Board Secretary the authority to attest to the actions enabled by this resolution.

I further hereby certify and attest that:

The President of the University of Saint Joseph is Rhona C. Free, and that Dr. Free has served in this role since July 1, 2015; and

The Vice President for Finance & Administration is Lucy A. Luckner, and that Ms. Luckner has served in this role since September 16, 2019.

9-29-2020

Date

Patricia LeShane
Secretary of the Board of Trustees

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: Student Teaching Opportunities between the City of Waterbury and University of Saint Joseph

Department: Human Capital/Education Department

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: _____

Juan Mendoza
Interim Director of Human Resources

Date

9-28-2020



Date: October 26, 2020

**Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702**

And

**Honorable Commissioners
Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702**

Re: Approval Request of Contract for Student Teaching Opportunities between the City of Waterbury and Western Connecticut State University

Dear Honorable Aldermen and Honorable Commissioners:

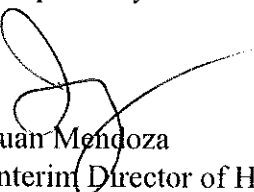
The Human Capital/Education Department respectfully requests your approval of the above-referenced contract in the amount of \$0 for Student Teaching Opportunities between the City of Waterbury and Western Connecticut State University. The term of this Agreement shall commence on January 1, 2021 and terminate on December 31, 2023, or the last scheduled school date of that fall semester, whichever occurs first. There is an option for this Agreement to be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

The City shall host no more than five (5) Student Teachers enrolled in the University's School of Professional Studies Bachelors of Science in Elementary Education degree program, School of Professional Studies Bachelors of Science in Secondary Education degree program, or School of Visual and Performing Arts Bachelors of Science in Music Education degree program. This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement. The University shall pay a stipend directly to the Cooperating Teacher in the amount of Two Hundred and Fifty Dollars (\$250.00) for the 70-day program(s) or One Hundred and Twenty Five Dollars (\$125.00) for the 35-day program(s).

Under this contract, the University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers and visit each Hosting School twice per semester. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check. The Student Teacher shall also provide proof of insurance. In the event that it becomes necessary for the Waterbury public school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

Accordingly, attached for your review and consideration is the proposed contract and the Vendor's Certificate of Insurance. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,



Juan Mendoza
Interim Director of Human Capital
236 Grand St., Room 309
(203) 574-8109

Attachment

cc: Attorney *Dawn Desantis*
File: CRT20-281

STUDENT TEACHER AFFILIATION AGREEMENT
for
Student Teaching Opportunities
between
The City of Waterbury, Connecticut
And
Western Connecticut State University

THIS STUDENT TEACHER AFFILIATION AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the City of Waterbury (the “City”), with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut and the Western Connecticut State University (“WCSU” or the “University”), a constituent unit of the State of Connecticut System of Higher Education having a principal place of business at 181 White Street, Danbury, Connecticut 06810 (jointly referred to as the “Parties” to this Agreement).

WHEREAS, WCSU is a State University and maintains a School of Professional Studies with a Bachelor’s of Science (“B.S.”) in Elementary Education (1-6) and in Secondary Education (7-12) degree program; and WCSU maintains a School of Visual and Performing Arts with a B.S. in Music Education – Certification PK-12; and

WHEREAS, the University desires to establish Student Teaching Opportunities as part of a teacher preparation program (hereinafter the “Student Teaching Program” or the “Program”) with the City to assist in the training of students enrolled in its above-referenced Bachelors of Science in Education degree programs; and

WHEREAS, the City desires to provide such Student Teaching Opportunities and assist in the training of such students by hosting them as Student Teachers within the City’s school system, and

WHEREAS, the University is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b of the Connecticut General Statutes;

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Term.** The term of this Agreement shall commence on January 1, 2021, and terminate on December 31, 2023, unless terminated earlier in accordance with the terms provided herein..

1.1. **Option.** This Agreement may be renewed for one (1) three (3) year successive term by the mutual written agreement of the parties.

2. **Compensation.** Neither the University nor the City shall be responsible to compensate the other party, or the Student Teacher(s), for services rendered under this Agreement. The Parties further agree and understand neither the City is not responsible to

compensate the Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University. This Agreement is a contractual affiliation solely for the purpose of providing Student Teaching Opportunities in the Waterbury Public Schools as part of a teacher preparation program in furtherance of the Student Teacher(s) experience and education.

3. Responsibilities of the University.

The University shall:

3.1. The University's School of Professional Studies through its designated representative, or his/her designee, not later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 13 of this Agreement) of the number of Student Teachers available to be hosted by the City. The City shall host no more than five (5) Student Teachers per each of the University's semesters.

3.1.1. The University shall convey to the City all information about the Student Teacher candidates relevant to their candidacy to participate in the Program, including, but not limited to, the students' names and qualifications to participate in the Program as a Student Teacher enrolled in the University's undergraduate education program(s).

3.2. The University shall certify for participation in the Student Teaching Program only those qualified students enrolled in the School of Professional Studies Bachelors of Science ("B.S.") in Elementary Education (1-6) degree program, School of Professional Studies Bachelors of Science ("B.S.") Secondary Education (7-12) degree program, or School of Visual and Performing Arts B.S. in Music Education / Certification PK-12 degree / certification program.

3.3. Prior to placement of a Student Teacher at a school within the Waterbury Public School system, (the "Hosting School"), the University shall arrange for the potential Student Teacher to be interviewed by the Principal, Vice-principal, or School Social Worker/ Counselor who is certified to supervise the Student Teacher, or other designated representative of the Hosting School. Student Teachers shall be approved by the Principal of the intended Hosting School. Only those students of the University who have been interviewed and accepted by the school representative at the Hosting School shall be permitted the opportunity to be Student Teachers at that Hosting School.

3.4. The University shall designate a University Supervisor (the "University Supervisor") to facilitate administration of the Program. Student Teachers will be assigned to each Hosting School in consultation with the University Supervisor. The University Supervisor shall visit each Hosting School a minimum of twice per semester and as requested by the City. The University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers. The University Supervisor may consult with school personnel with regard to the performance and evaluation of the Student Teachers.

3.5. The University shall advise its Student Teachers that they shall be required to follow any University's Student Teacher handbook and/or policies during the Student Teachers' involvement in the Program. A copy of any applicable Handbook or materials shall be provided to the City prior to commencement of this Agreement.

3.6. The University will instruct its Student Teachers to comply with all applicable rules and regulations of the City. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed. The University shall immediately withdraw from the Program any Student Teacher who is so removed or, upon the City's request, any student who fails to comply with applicable City rules, regulations, and policies.

3.7. The University shall withdraw a Student Teacher from the Program with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Student Teacher's continued participation in the Program is detrimental to the Student Teacher, to any employee, to any student, or to any person or property in the City's school system. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed. The University shall immediately withdraw from the Program any Student Teacher who is so removed or upon the City's request.

3.8. The University shall advise its Student Teachers that they will be expected to report to their designated Hosting School as per their agreed upon schedules.

3.9 The University shall be responsible for the planning, implementation and execution of all aspects of the Student Teacher educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. The University shall provide a University Supervisor, for the purpose of tracking the progress of Student Teachers and for consultation with the City, Hosting School, or Cooperating Teacher as necessary. The University Faculty shall be solely responsible for assigning final course grades to the Student Teachers.

3.11. The University will convey to the City, information about the philosophy and objectives of the Program as well as provide any information and forms to be completed by the Cooperating Teacher, or the City as may be necessary to enable the City to host the Student Teacher, including any applicable Student Teacher Handbook, Cooperating Teacher Handbook, or Supervisor Handbook.

3.12. Cooperating Teacher Stipend. The University shall pay a Two Hundred and Fifty Dollar (\$250.00) stipend directly to the Cooperating Teacher(s) for the 70-day program(s) and shall pay a One Hundred and Twenty Five Dollar stipend directly to the Cooperating Teacher(s) for the 35-day program(s).

3.13. Criminal Background Check and DCF Registry Check

3.13.1. The University shall ensure, and represents to the City, that each and every Student Teacher or any person affiliated with the Program who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any Student Teacher who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The University shall not permit any Student Teacher with a disqualifying criminal history to have direct contact with a student.

3.13.2. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Teacher an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student Teacher's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student Teacher that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Teacher shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

3.13.3. Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Teachers have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Teacher be determined by the City to be unsatisfactory, the City may terminate the Student Teachers Opportunity in the Program and refuse to host such Student Teacher and the City will accordingly notify the University's Director of Internship and Field Experience, or her designee, of such termination.

3.13.4. If any changes in the law or regulations with respect to the provisions of this Section 3.13 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

3.14. The University shall ensure the communication of and compliance with all Student Teacher Responsibilities, including but not limited to the following:

3.14.1. Each Student Teacher shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

3.14.2. In addition to the execution any forms or waivers attached to this Agreement, each Student Teacher shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such waiver of liability.

3.14.3. Each Student Teacher shall be expected to report to their designated Hosting School as per their agreed upon schedules.

3.14.4. Each Student Teacher shall comply with all applicable rules and regulations of the City.

3.14.5. Each Student Teacher shall comply with all Federal, State, local laws and regulations, the City Charter and City Ordinance provisions relating to confidentiality and student privacy of records and data as detailed further in section 3.15 of this Agreement.

3.14.6. Each Student Teacher shall follow the relevant portions of the Student Teaching Handbook and seek the guidance of the University Supervisor or Faculty Advisor or Cooperating Teacher as required thereunder.

3.15. The University shall require the University, its employees, and each Student Teacher shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "University" includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.

3.15.1. **Student Education Records.** The Parties acknowledge that in the course of the Program and hosting the Student Teachers pursuant to this Agreement, they may

come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Student Teachers shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student Teaching Opportunity only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its students/Student Teachers on their obligations to comply with FERPA.

3.15.2. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Student Teacher.

3.15.3. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Teacher except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the University or the Student Teacher. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Teacher within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the University and/or the Student Teacher that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

3.15.5. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the University or the Student Teacher receives a request to review Student Data in the University's or the Student Teacher's possession directly from a student, parent, or guardian, the University and the Student Teacher agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the

Student Teacher agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the University or the Student Teacher, and correct any erroneous information therein.

- 3.15.6. The University and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.
- 3.15.7. The University and the Student Teacher will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:
 - 3.15.8. Upon discovery by the University or the Student Teacher of a breach of Student Data, the University shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
 - 3.15.9. Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Teacher at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student-generated content.
- 3.15.10. The University, Student Teacher, and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
- 3.15.11. The University and the Student Teacher acknowledge and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- 3.15.12. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.
- 3.15.13. If any changes in the law or regulations with respect to the provisions of this Section 3.15 regarding student confidentiality, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

4. Responsibilities of the City

4.1. During the term of this Agreement, the City will host in its school system Student Teachers who are enrolled in the University's School of Professional Studies Bachelors of Science ("B.S.") in Elementary Education (1-6) degree program, School of Professional Studies Bachelors of Science ("B.S.") Secondary Education (7-12) degree program, or School of Visual and Performing Arts B.S. in Music Education / Certification PK-12 degree / certification program and who are qualified to act as Student Teachers in the City's school system performing functions as described below. For each year of the Contract, the City will host no more than five (5) students per semester.

4.2. The City shall provide the University Supervisor and Student Teachers relevant information, including policies, procedures, and rules with which the Student Teachers must comply.

4.3. The City will notify the University's Director of Operations and Student Services Clinical Practice Administrator or his/her designee, whenever a Student Teacher does not timely report to the designated Hosting School.

4.4. The City shall provide suitable space for connected with the Student Teachers' clinical or fieldwork instruction, as needed, and as is available.

4.5. Cooperating Teacher and Cooperating Teacher Qualifications. The City shall provide a Cooperating Teacher that shall be responsible for planning and implementing individual Student Teacher Assignments, and for evaluating Student Teacher performance in accordance with criteria developed by and provided to the City by the University.

4.5.1. Qualifications. The Cooperating Teacher shall have received training through the Teacher Education And Mentoring Program ("TEAM") and hold a valid TEAM certification.

4.6. The Board of Education's Human Resource department will provide orientation for the Student Teachers for purposes of this Agreement regarding relevant City information, including policies, procedures, and rules with which faculty and Student Teachers must comply.

4.7. In the event that it becomes necessary for the Waterbury public school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

5. Length of Student Teacher Placements. Student Teacher candidates are placed for fourteen (14) weeks, five (5) days per week, for a total of seventy (70) days.

5.1. Student Teacher candidate(s) in the Music Education Program require two placements, totaling the seventy (70) days, as follows:

- 5.1.1. One placement for thirty five (35) days at the elementary level; and
- 5.1.2. One placement for thirty five (35) days at the secondary level.

6. **Proprietary Information.** Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

6.1 Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

7. **Use of City Property.** The University Supervisor and/or Student Teacher shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of the University Supervisor's and/or Student Teacher's functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

8. **Insurance.**

8.1 The University shall offer health insurance to the student to be considered as a potential Student Teacher, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the Student Teacher program. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential Student Teacher for review by the City.

8.2 Student Teachers participating in the Student Teacher Program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs

provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious. The University agrees that it shall "save harmless" the City of Waterbury from any damages as a result of the University's or Student Teacher(s) negligence.

9. This section intentionally left blank.

10. Termination.

10.1 Termination. Either party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other party.

10.2 Termination for Non-Appropriation or Lack of Funding. The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

10.3. Termination for Cause. If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

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

11. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Teachers nor the University Supervisor will be considered employees or agents of the City, and that the relationship between the City and the Student Teachers, the University Supervisor and the City is that of an independent contractor. The University, its Faculty, and the Student Teachers 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.

12. Accommodations for Persons with Disabilities. In the event that a Student Teacher requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

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

To the University: Western Connecticut State University
181 White Street
Danbury, Connecticut 06810

With a copy to: _____

To the City: City of Waterbury
c/o Department of Education
Chief Operating Officer
236 Grand Street
Waterbury, CT 06702.

With a copy to: City of Waterbury, Board of Education
Human Resources
235 Grand Street, Room 310
Waterbury, Connecticut 06702

14. Contract Assignment. No right or duty, in whole or in part, of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.

15. Claims against the State. The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

16. Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

17. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the City.

18. Discriminatory Practices Prohibited. In performing this Agreement, the University, shall not discriminate against any Student Teacher or Student Teacher applicant, with respect to his or her admission, admission to the Program, terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Teachers under this Agreement, because of the person's 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 of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, the University shall not discriminate against any employee or applicant, 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.

These non-discrimination covenants are 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 Agreement. 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.

18.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement 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.

19. This section intentionally left blank.

20. This section intentionally left blank.

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

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

21.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

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

21.4. strikes and labor disputes; and

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

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

21. **Prohibited Activities.** The parties shall comply with C.G. S. §1-84 and any amendment thereof as if fully set forth herein.

22. **Governing Law.** The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

23. **Prohibition against Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

24. Severability. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this agreement, 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 agreement shall be enforced as if this agreement 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 agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

26. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.

[Signature Page follows.]

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

WITNESS:

CITY OF WATERBURY

Signature

By:

Neil M. O'Leary, Mayor

Print Name

Date: _____

WITNESS:

WESTERN CONNECTICUT STATE
UNIVERSITY

Signature

By:

Signature

Print name

Print Name and Title

Date: _____

SCHEDULE A

**WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

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

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the Western Connecticut State University in its Education certification and degree programs participating in a Student Teacher Program in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

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

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

Signature

Date

WITNESSES:

Signature

Signature

Print Name:

Print name:

State of Connecticut:

: ss: Waterbury _____, _____, 202__

County of New Haven:

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

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

Commissioner of Superior Court
Notary Public
My Commission Expires:

SCHEDULE B

AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS

I, the undersigned, _____, an undergraduate student in WCSU's

Check applicable program:

_____ School of Professional Studies Bachelors of Science ("B.S.") in Elementary Education
(1-6) degree program,

_____ School of Professional Studies Bachelors of Science ("B.S.") Secondary Education (7-
12) degree program,

_____ WCSU's School of Visual and Performing Arts B.S. in Music Education / Certification
PK-12 degree / certification program,

hereby request and authorize Cooperative Educational Services, or another so authorized
Regional Education Service Center, and the Department of Children and Families ("DCF") to
release to the Board of Education of the City of Waterbury the results of my state and national
criminal history records check and my DCF registry check requested by the Board of Education
of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

[Signature]

Dated: _____

[Printed Name of Student Teacher]

**OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY**

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: Student Teaching Opportunities between the City of Waterbury
and Western Connecticut State University

Department: Human Capital/Education Department

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: _____

Juan Mendoza
Interim Director of Human Resources

Date

10/29/2020

MEMORANDUM**To:** Waterbury Board of Aldermen**From:** Attorney Tara L. Shaw**Date:** November 5, 2019**Re:** SAW -and- BOE Successor Collective Bargaining Agreement (2021-24)

Enclosed please find a proposed successor Collective Bargaining Agreement (“contract”) between the School Administrators of Waterbury and the Waterbury Board of Education, which was negotiated pursuant to Connecticut General Statutes Section 10-153f, *et seq.* (the “TNA”). This memorandum represents a summary of the changes to the parties’ contract as a result of a negotiated settlement between the parties.

Duration:**Article XXII**

July 1, 2021 – June 30, 2024

Wages:**Article IV /Appendix A**

During these negotiations the parties agreed to revise the existing salary schedule to make it more competitive and cost-effective. Under the existing salary schedule, step advancement cost between 2.9%-3.9% depending the year. Under the revised salary schedule, the cost of step advancement is projected between 2.0%-2.5% depending on the year. With the goals of retaining existing Waterbury Administrators and recruiting new talent in mind, we studied the market comparable salaries. Notably, Waterbury’s salaries for Principal level positions were 15-20% lower than the average salaries across the DRG (comprised primarily of the larger cities), as well as Waterbury’s neighboring communities. On the Revised Salary Schedule, the most significant salary adjustments are with respect to the Principal level positions, where Waterbury salaries appeared least competitive. In part, the cost of this ‘equity adjustment’ in the Revised Salary Schedule was covered by the elimination of the contractual degree stipends, which are currently paid out in addition to Administrator base salaries.

2019-20 (Year 1): Migration onto the Revised Salary Schedule

- Projected percentage increase of step advancement in Year 1 = 3.23%
- Projected cost of Year 1 = \$352,443

2020-21(Year 2): Step Advancement for all teachers

- Projected percentage increase of step advancement in Year 2 = 2.51%
- Projected cost of Year 2 = \$270,997

2021-22 (Year 3): Step Advancement for all teachers

- Projected percentage increase of step advancement in Year 3 = 2.22%
- Projected cost of Year 3 = \$256,411

Total Projected % increase of wage package over 3 years = 7.96%

Insurance:

Article XV

2021-22 (Year 1):

- Employee premium cost share increases from 21.5% to 22%

2022-23 (Year 2):

- City reduces its funding of employee HSA deductibles from 45% to 40%.

2023-24 (Year 3):

- Employee premium cost share increases from 22% to 23%

Other Contract Changes:

Article III: Modified language to comply with the Janus case, which rendered mandatory agency fees unconstitutional.

Article IV, Section 2: Eliminates the degree stipends in Sections 2(a)-2(c), but adds language that provides an annual stipend for elementary principals if a school has more than 550 students on October 1st in any school year.

Article V, Section 1b: All Elementary Principals become 12-month administrators.

In addition, changes the follow classifications in title only:

Supervising Vice Principal become Elementary Vice Principal

Middle School House Principal becomes Middle School Vice Principal

Article VII, Sections 3-7: Streamlines the contractual vacancy filling procedure. Makes the contractual vacancy filling procedure applicable to all SAW positions including Elementary Vice Principals. Previously, SVPs were selected through the Civil Service process.

Article VII, Section 8(e)(5): Changes to ranked order of administrator positions and bumping rights in the event of a reduction in force.

Article IX, Section 11: Prohibits mandatory vaccinations unless otherwise required by law.

Article XII, Section 9: Includes new language regarding modified job functions in the event extended school or district wide closure of in-person learning due to an emergency declaration or stay-home order.

2021-2024

AGREEMENT
BETWEEN
THE SCHOOL ADMINISTRATORS
OF
WATERBURY
(S.A.W.)

AND

THE WATERBURY
BOARD OF EDUCATION

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ARTICLE I INTRODUCTION

¶1. **Section 1.** This agreement is negotiated in accordance with the provisions of Connecticut General Statutes 10-153a through 10-153g, as amended, between the Waterbury Board of Education (hereinafter referred to as the “Board”) and the School Administrators of Waterbury, Local No. 80, AFSA, AFL-CIO (hereinafter referred to as “SAW”).

¶2. **Section 2.** This Agreement shall not limit or contravene the authority of the Board as provided by state and federal law and the Charter of the City. No provision of this Agreement shall have any retroactive effect or be in any way effective or binding prior to the effective date of this Agreement. All power and authority given to the Board by State Statute and/or City Charter shall be fully reserved to the Board, except in those areas and to the extent as such are in conflict with a specific provision of this Agreement.

¶3. **Section 3.** In addition to the rights conferred upon the Board pursuant to Conn. Gen. Stat. § 10-220, the parties recognize that the Board retains all rights it had prior to this Agreement, except as such rights whether exercised or not, have been specifically relinquished or abridged in this Agreement. Such rights shall include, but are not limited to, the following:

¶4. (a) the right to establish curriculum;

¶5. (b) the right to determine whether or not bargaining unit positions are to be created;

¶6. (c) the right to determine whether or not bargaining unit positions are to be filled;

¶7. (d) the right to prescribe and enforce reasonable work rules, establish and/or change the pay period for employees, and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Prior to the promulgation of new or modified rules and regulations, the Board shall meet with the Union to discuss them and shall give due consideration to the Union’s recommendations concerning same. The Board shall bargain over the impact, if any, of the Board’s decision;

¶8. (e) the right to assign work to employees (including the right to assign incidental duties that may not be specifically enumerated in an employee’s job specification). The Board shall bargain over the impact, if any, of the Board’s decision;

¶9. (f) the right to create job descriptions and revise existing job descriptions as deemed necessary, with such procedures for the applicable rate of pay as are required by this Agreement. The Board shall bargain over the impact, if any, of the Board’s decision;

¶10. (g) the right to establish or continue policies, practices and procedures for the conduct of Board business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the Board’s obligation to bargain over the impact, if any;

- ¶11. (h) the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons, subject to the provisions of this Agreement;
- ¶12. (i) the right to discontinue services, positions, operations or programs in whole or in part, subject to the provisions of this Agreement.
- ¶13. In addition, the Board specifically reserves the right to meet at times beyond the normal work day of bargaining unit members, to discuss and analyze concerns of the Board in connection with the Board's obligations to direct and control the public school system of the City and in connection with administrative and managerial concerns which the Board and S.A.W. mutually share.
- ¶14. **Section 4.** These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, except to the extent that they may be exercised so as to conflict with or abridge a provision of this Agreement.
- ¶15. **Section 5.** In all matters wherein the exercise of judgment or discretion is called for on the part of the Board (as for example only: the assignment, transfer or promotion of administrators, the numbers, categories or priorities of specialists to be employed) the decision of the Board shall be final and binding if made in good faith except where some other standard is set forth in this Agreement. The term "good faith" shall mean that the decision of the Board was not arbitrary, not capricious, and not without a rational basis in fact.
- ¶16. **Section 6. Definitions**
- ¶17. The following definitions are applicable to this Agreement, unless the context of the usage in any given article or section indicates otherwise:
- ¶18. (a) The term "parties" shall mean the Board and S.A.W.
- ¶19. (b) The term "employee" shall include those certified professionals, administrators, or supervisors who are included in the bargaining unit described in Article II, Section 1 hereof;
- ¶20. (c) The terms "his/her," "him/her," "he/she," and "himself/herself" are used for purposes of gender neutrality;
- ¶21. (d) For the purpose of this Agreement, the phrase "work year" shall mean (1) the period commencing on July 1st of a given calendar year and continuing through the next succeeding June 30th, including not more than two hundred and twenty four (224) working days, for twelve-month administrators; and (2) not more than two hundred and eight (208) working days, for ten-month administrators. The seven (7) business days before the first (1st) day of professional development for returning teachers shall be mandatory work days for all bargaining unit members. In addition, the seven (7) business days after the last day for students shall be mandatory work days for all bargaining unit members unless working

said days would extend beyond June 30th or, unless working said days would be in derogation of the maximum number of work days provided for in this Agreement.

- ¶22. (e) For the purpose of this Agreement, a week shall be five (5) business days;
- ¶23. (f) As used in this Agreement, the term “in pay status” shall be defined to include the following situation(s): an employee who is receiving compensation (e.g. wages or vacation pay or paid sick leave or other paid leave) from the Board;
- ¶24. (g) The term “Administrator Seniority” shall mean the term of service rendered by a bargaining unit employee in any and all present or past positions of the administrators’ bargaining unit;
- ¶25. (h) The term “Lateral Transfer” shall mean that procedure of movement within the administrators’ unit as may be exercised by the Board in lieu of “open promotional examinations.” Lateral transfers shall be permitted only within the same salary schedule classification. Administrators shall not move from one salary schedule classification to another by means of lateral transfer.
- ¶26. (i) The term “promotion” is herein defined as an appointment to a position of greater responsibility and/or higher status in the organizational structure of the Waterbury School System, be it express or implied. If there is a dispute under this definition then it shall be determined by the maximum salary of the position in question.

ARTICLE II RECOGNITION AND DURATION

- ¶27. **Section 1.** Subject to, and in accordance with, the provisions of Sections 10-153a through 10-153g, as amended, the Board recognizes S.A.W. for purposes of professional negotiations as the exclusive representative of all persons employed by the Waterbury Board in positions requiring an intermediate administrator or supervisor certificate or the equivalent thereof, and whose administrative or supervisory duties equal at least fifty percent of the assigned time of such employees.
- ¶28. **Section 2.** During the term of this Agreement there shall be no strike, slowdown, suspension or stoppage of work, or picketing in any part of the Board’s or City’s operations by any employee or employees covered by this Agreement. Remedies shall be limited to those provided for, and available under, the Teacher Negotiating Act, as amended.
- ¶29. **Section 3.** The parties agree to negotiate in good faith to secure a Successor Agreement in accordance with the provisions of the Teacher Negotiating Act, as amended.
- ¶30. **Section 4.** This Agreement shall be effective and binding upon the parties as of July 1, 2021; unless a different effective date is prescribed in this Agreement; and this Agreement

shall remain in full force and effect until June 30, 2024.

- ¶31. **Section 5.** Prior to any significant changes in schedule or working conditions the Superintendent or his/her designee will discuss such changes with S.A.W. and negotiate over the impact of such changes, if any. Nothing in this section shall be interpreted to broaden or narrow the parties' rights or obligations pursuant to Connecticut General Statutes 10-153. Notwithstanding this provision, the parties hereto acknowledge that the legislative mandates pursuant to Connecticut General Section 10-66q regarding the implementation of regionalized school calendars, may impact and/or alter the anticipated schedules or calendars pursuant to this Agreement. As such, during this mandatory transition, the Parties agree to accommodate any scheduling adjustments affecting the application of the terms set forth in this Agreement.

ARTICLE III DUES DEDUCTION

- ¶32. **Section 1.** In accordance with the authorization prescribed by Section 3, hereof, the Board agrees to deduct from administrators' salaries, dues for the S.A.W., C.E.A., N.E.A. and A.F.S.A., ESPAC, and any other mutually agreed upon professional organization. The administrator shall individually and voluntarily authorize the Board to deduct such dues and agency fees and transmit all such monies to S.A.W.
- ¶33. **Section 2.** Each of the associations named in Section 1 above shall certify to the Board, through S.A.W., in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues or service fees shall so notify the Board, via written notice from S.A.W., thirty (30) days prior to the effective date of the change of amount to be deducted from administrators' salaries.
- ¶34. **Section 3.** Each administrator who desires to authorize such deductions as prescribed by Section 1 and/or Section 2 hereof, shall file with S.A.W. for the transmittal to the Finance Office a signed and dated "Dues Authorization Card" containing the following: name and address of administrator; name(s) of the organization(s) for which dues are to be deducted; a statement authorizing the Board to deduct from his/her earnings and remit to the Treasurer of S.A.W. an amount of money equal to the dues required for membership in the organization(s) so specified; a waiver of all right(s) and claim(s) against the Board and the City of Waterbury, and the officers and agents thereof for monies deducted and remitted in accordance with such authorization; and an agreement that such deductions and remittances shall continue as so authorized for the balance of the school year and succeeding years unless and until such administrator notifies the Board, in writing, of his/her desire to discontinue or to change such authorization.
- ¶36. **Section 3(b).** S.A.W. agrees to defend and hold the Board harmless as a result of any action the Board is required to take as a result of any written notice given it by S.A.W. per the provisions regarding withholding of dues.
- ¶37. **Section 3(c).** Administrators who elect to pay in one (1) lump sum must do so by July 1 of each school year. If payment is not made by that date then an automatic process of

payroll deduction for either membership dues and service fee shall go into effect with those appropriate amounts to be transmitted to S.A.W.

- ¶38. **Section 4.** No later than July 15th of each year, the Board shall provide S.A.W. with a list of those employees who have authorized dues deductions. Monthly thereafter, the Board shall provide S.A.W. with such lists, noting thereon any additions to, or deletions from said list.
- ¶39. **Section 5.** Administrators shall be eligible to participate in the City's Deferred Compensation Plan.
- ¶40. **Section 6. Deductions.** The Board agrees to deduct from the paycheck of each employee who has signed an authorization payroll deduction card a sum certified in proper form in writing by the Local Secretary or other authorized official of the Union within the range of amounts set forth on said card, which are Union dues. The Union will notify the Board of changes in union dues at least 30 days prior to the effective date of the change. The Board will implement said change in the pay period following the expiration of the 30 days' notice. The Union agrees to defend and hold the Board harmless as a result of any action the Board is required to take as a result of this provision.
- ¶41. **Section 6(a).** These deductions will be made in accordance with the pay cycle and payment will be remitted to the Union in accordance with the pay cycle.
- ¶42. **Section 6(b).** In the event that an employee receives no pay on the payday on which Union dues are scheduled to be made, arrearages shall be collected in the following week unless the Union and the Board agree to an alternative repayment schedule.
- ¶43. **Section 6(c).** The Board agrees to continue to require payroll deductions and to permit certain voluntary payroll deductions consistent with past practice and the terms of this Agreement. The schedule of such deductions shall be established and modified by the Board, from time to time, in accordance with the Board of Education/City of Waterbury's HRIS system and applicable law.
- ¶44. Any other deductions shall be made in accordance with a method agreed upon by the affected administrators and the Board.

ARTICLE IV SALARIES

- ¶45. **Section 1.** Salaries for all employees employed in positions represented by S.A.W. and covered by this bargaining unit are set forth in Appendix A attached hereto and made a part hereof. In addition, the work year for each bargaining unit position is listed in Section 2 of Article V hereof.
- ¶45A. **Section 2.** On October 1st of each school year, if any K-5 Principal's school has more than 550 students, s/he shall be entitled to a stipend in the amount of \$3,000, to be paid in two installments through regularly schedule payrolls in January (\$1,500) and in June (\$1,500).

In order to be eligible for payment of this stipend or any portion thereof, the Principal must be employed and in active status at the time payment is made

- ¶51. **Section 3.** Each employee shall have his/her total annual salary including, in addition to his/her basic annual salary prescribed by Schedule A, divided into twenty-six (26) equal payments and payable to him/her in twenty-six (26) equal installments commencing with the first paycheck of July and on bi-weekly basis thereafter during the term of this Agreement or until the employee's services are terminated, whichever event first occurs.
- ¶52. **Section 4(a).** Newly appointed members of the S.A.W. bargaining unit shall be placed on the lowest step of the salary scale in the respective appropriate schedule of salaries, unless the Board, upon recommendation of the Superintendent, so determines that a higher step is warranted for newly appointed members with certified experience. All such exceptions will be forwarded to S.A.W. for informational purposes only and shall not be subject to the grievance procedure.
- ¶53. **Section 4(b).** Any S.A.W. member promoted to a higher position or classification within the bargaining unit shall be placed at a step level which has a salary immediately higher than his/her current salary plus one additional step in the new position unless the Board, upon recommendation of the Superintendent so determines that a higher step is warranted due to circumstances of consideration. All such exceptions will be forwarded to S.A.W. for informational purposes only and shall not be subject to the grievance procedure.
- ¶54. **Section 4(c).** For any promotion there will be a ten (10) month (excluding July and August) probationary period from the effective date of the appointment. If performance is not satisfactory, Article VII, Section 6 (b) and (c) shall apply.
- ¶55. **Section 4(d).** In years in which salary advancement is given, for purposes of advancement on the salary scale, any administrator serving in a S.A.W. position as of January 1 of a given year shall move to the next highest step on the salary schedule for the following July 1.
- ¶56. **Section 5.** All paychecks will be issued by direct deposit to an institution of the S.A.W. member's choice.

ARTICLE V

WORK YEAR, HOURS OF WORK AND SCHOOL HOURS

- ¶57. **Section 1(a). Hours of Work**
- ¶58. The following guidelines represent the Board policy, under normal professional-academic conditions, relative to the work year, hours of work and the number of hours that school is in session for the children. Since S.A.W. represents professionals of the highest caliber, it recognizes that the guidelines are just that, guidelines only, and S.A.W. and the individual employees understand and agree that the professional requirements and the interest of the

students, buildings and program which they supervise and the professional goals and programs of the Board and of S.A.W. members demand a flexible interpretation and implementation of these guidelines. The agreed working motto of the Board and of S.A.W. is “Professional First”. Thus clock watching either by the Board or by S.A.W. will not be countenanced. By the same token, the Board and SAW agree and understand that the bargaining unit members of S.A.W. are professionals and thus should not be expected to be time clock punchers. In adhering to these guidelines, the parties hereto recognize the importance and necessity of having administrators present throughout the student day, which includes student arrival and departure times and other commuting times so designated by the Superintendent or his/her designee. Administrators from each building shall remain “on call” and available by phone during all student commuting times. In addition to the student day, Administrators recognize the importance and necessity of having administrators present throughout the teacher workday including teacher wraparound time. Itinerant administrators and, administrators who work out of Central Office, shall maintain work hours consistent with the responsibilities of their positions, including, but not limited to, regular attendance at meetings held by District administration and the Board of Education that may take place after the conclusion of the student school day.

- ¶59. Neither the Board nor the Superintendent nor any Chief Officer nor any higher echelon bargaining unit member should utilize this procedure to harass a bargaining unit member.

The Board and SAW are attempting a two way street of professionalism and mutual confidence and respect.

¶60. **Section 1(b). Work Year**

- ¶61. The work year for this bargaining unit consists of two separate categories: the twelve-month work year and the ten-month work year. Intertwined with the concept of “work year” is the concept of “vacation” time off and time off for school holidays. Bargaining unit members shall be entitled to take as vacation time the Christmas recess and the Spring recess, as well as additional days within their work year as defined in Article I, Section 6(d), which exceed their prescribed number of working days, as defined in said Section, upon appropriate notice to the Superintendent and subject to the provisions of Section 3 below. All administrators must notify the Superintendent or his/her designee for all absences, including sick days, vacation days, snow days, or partial work days in order to ensure proper school staffing and coverage. In addition, an administrator who takes time off for the above-mentioned reasons is expected to include all time off taken in AESOP so that there is a record of time off taken.

- ¶62. Within the framework of the above guidelines, the work year for the bargaining unit positions is as follows:

POSITION

WORK YEAR

High School Principal	12 months
Middle School Building	
Principal,	
High School Vice Principal,	
Middle School Vice Principal	
PreK-8 Principal	
PK-5 Principal	
and all 12-month Supervisors,	

¶63. Twelve-month administrators shall work two hundred and twenty four (224) days.

Elementary Vice Principal	10 months
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¶64. Ten-month administrators shall work two hundred and eight (208) days.

¶65. **Section 1(c).** The following holidays are the current school holidays which are meant to coincide with the student schedule. It is understood that these are subject to change if the school calendar for students changes.

Independence Day	New Years Eve Day
Labor Day	New Years Day
Columbus Day	Three Kings' Day
Veteran's Day	MLK Day
Thanksgiving Day	Lincoln's Birthday
Day after Thanksgiving	Washington's Birthday
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day

¶66. **Section 2.** Administrators shall not be required to work on days when schools are closed for holidays.

¶67. **Section 3.** No bargaining unit member shall be eligible to take vacation at any time while school is in session or during the work year as defined herein, without the express written approval of the Superintendent or his/her designee.

¶68. **Section 4.** When "summer" Professional Development sessions are planned, the schedule(s) approved by the Superintendent or his/her designee and the Board of Education will not exceed ten (10) days.

¶69. Every effort will be made to publish a final schedule by June 1st. This will not prohibit the scheduling of additional single day Professional Development sessions or common PD days for elementary and secondary administrators/supervisors throughout the calendar year.

ARTICLE VI PROFESSIONAL DEVELOPMENT

- ¶70. **Section 1.** When an employee's request for permission to attend a workshop, seminar or conference is approved in writing in advance by the Superintendent; or when the Superintendent so requests the employee; the employee's expenses while attending such a workshop, seminar or conference shall be paid by the Board, provided the Superintendent has placed a predetermined and express ceiling on the amount of such expense. Such expenses shall include only the expenses such employee incurs for his/her own meals, lodging and/or transportation and registration fees. If the employee uses his/her own automobile, the rate of reimbursement shall be the I.R.S. rate per mile. If the Superintendent denies the employee's request, the employee may appeal the denial to the Board.
- ¶71. **Section 2(a).** For the purpose of attending regional meetings, conferences, and other professional educational activities, an administrative expense account of \$7,000.00 for High Schools, Middle Schools, and Elementary Schools shall be allotted annually in the school budget and distributed by the Superintendent of Schools. School representatives at such Annual Meetings shall rotate amongst administrators from year to year in order to encourage participation and to provide District leadership opportunities to more administrators.
- ¶72. Each High School shall be represented at the Annual Meeting of the New England Association of Schools and Colleges and others by the Principal or Staff member appointed by him/her to represent the school. The reasonable and necessary expenses incurred by the representative attending the meetings described in this sub-paragraph (a) shall be paid from this budgeted item to the extent of the unexpended balance.
- ¶73. **Section 2(b).** For the purposes of attending regional meetings, conferences, and other professional educational activities, four hundred dollars (\$400.00) shall be allotted annually in the school budget for each Supervisor. Approval for the attendance, and the reimbursement, and/or payment, of the expense shall be obtained from the Superintendent. If monies are available to any Supervisor for these expenses, from state or federal grants or otherwise, then the allotment prescribed herein shall not be required.
- ¶74. **Section 3(a).** Administrators who elect to take, and who successfully complete, graduate (post-college) level courses shall be reimbursed for the tuition cost of such course or courses up to a maximum of three hundred fifty dollars (\$350.00) per course and to a maximum of three (3) courses in any given school year, provided that as to the courses of study in Data Processing and Computer Science reimbursement shall be allowed in the amount of three hundred dollars (\$350.00) per course with a maximum of three (3) courses, and provided further that the administrator has attained, prior to taking the course(s), at least M.A. + 15 credits and provided that the Administrator takes the course in a graduate program or has the prior approval of the Superintendent to take, and receive reimbursement for, a course or courses that were not part of a graduate program. Courses completed after July 1, in any given school year, shall be counted as having been taken the next school year. Requests for reimbursement shall be made prior to March 1. The reimbursement payment prescribed herein shall be paid not prior to the first week of July immediately

subsequent to the date of the successful completion of the said graduate level course.

- ¶75. (b) To qualify for reimbursement, the Superintendent must have approved the accredited institution which offers the course, and must have approved either the specific course or the planned program in which it is taken.

ARTICLE VII

ASSIGNMENTS AND TRANSFERS

- ¶76. **Section 1.** As soon as practicable and under normal circumstances, no later than June 1, Administrators shall be notified in writing of any changes in their programs or schedules for the next succeeding school year, including the schools and/or programs to which they will be assigned, and any special or unusual assignment that they will have. In the event of a change in circumstances or conditions during the period from June 2 to the opening of school, the Board may change assignments as required with written notice to the affected Administrator(s).
- ¶77. (a) An Administrator's involuntary lateral transfer or special assignment shall be made on the basis of qualifications and the best interests of the school system. Before any involuntary lateral transfer or special assignment is implemented, the Superintendent shall meet with the affected administrator (with S.A.W. representation, if requested) to discuss the matter. Upon request of the affected administrator, the reasons for implementation of any involuntary lateral transfer or special assignment shall be provided in writing.
- ¶78. (b) An Administrator who for the subsequent school year desires a change in program assignment and/or school assignments may file a letter of request for a voluntary lateral transfer.
- ¶79. (c) Letters of request for lateral voluntary transfer shall be reviewed by the Screening/Interview Committee. The decision of the Committee shall be subject to ratification by the Board.
- ¶80. (d) Decisions regarding transfers shall be final, and shall not be subject to the grievance procedure.
- ¶81. **Section 2.** Any Administrator required to work in a higher classification for more than five (5) consecutive days or ten (10) cumulative days during a work year shall be paid at the base rate of the position to which the administrator is assigned in the higher classification or if the base rate of the assigned position is less than the administrator's current rate, the administrator shall be paid at the salary rate of the position to which the administrator is assigned that is immediately higher than the administrator's current rate, for the duration of such assignment. For purposes of this provision, any special assignment shall be not less than one classification higher than the employee's classification prior to the special assignment.

Procedures For Filling Vacancies and Newly Created Positions

- ¶82. **Section 3.** For the purposes of this contract, a vacancy or opening occurs upon notification to the Board of the creation of a new position, retirement, resignation, death, promotion or termination of a person holding a bargaining unit position. Appointments to a temporary or acting position will not create a vacancy.
- ¶83. Examples of such notification are, but not limited to:
- Death - the actual date of death
 - Resignation - the date the resignation is accepted by the Board
 - Termination - the date the Board votes to terminate
 - Retirement - the date a retirement becomes irrevocable
 - Transfer - the date the Board approves the transfer
- ¶84. When a new position is created or when it is known that an existing position will become open, the Board within thirty (30) days will determine whether or not to fill the position. Once a determination is made to fill the position, the posting of the opening will occur within ten (10) days.
- ¶85. **Section 4.** Upon the occurrence of a vacancy, the creation of a new position, or the Board's acceptance of a resignation, the Superintendent of Schools shall, notify the administrators by posting the opening within thirty (30) days and any eligible candidate for movement to such position by lateral transfer shall file his/her request for such transfer with the Superintendent's Office not later than five (5) school days after the date of the Superintendent's posting.
- ¶86. (a) While the Board is in the process of filling the position, it shall be filled by a temporary or acting appointment. Under normal conditions (i.e. retirement, etc.), it is the intent to have someone appointed to the position as soon as possible with the appointment to become effective at the time the position actually becomes vacant. No acting appointment shall exceed twelve (12) months. In cases involving vacancies, no acting or temporary appointment or special assignment shall exceed six (6) months, unless mutually agreed to by the Union and the Board Administrators in temporary or acting appointments shall receive credit for the duration of said appointments for the purpose of administrator seniority and step movement.
- ¶87. **Section 5.**
- ¶88. (a) Decisions regarding the requisite qualifications for any vacancy shall be made by the Department of Human Capital (or any successor office within the Waterbury Department of Education) and confirmed by the Superintendent or his/her designee. Decisions regarding the requisite certification shall be made by the Department of Human Capital and confirmed by the Superintendent or his/her designee and shall be in accordance, at a minimum, with the laws and regulations regarding certification.

¶89. (b) The initial screening to determine which applicants are qualified for the vacancy shall be conducted by the Department of Human Capital and confirmed by the Superintendent or his/her designee.

(c) The Director of Human Capital (or any successor position charged with job functions that include determining applicant eligibility for hire and/or promotion) will, after the initial screening of applicants to determine those that possess the qualifications of the position, forward the qualified applicants to a panel of individuals who will conduct interviews and score the candidates accordingly.

(d) The Panel shall consist of a certified building staff representative, an existing building administrator or a supervisor, as applicable to the position being filled and provided that a seat on the panel does not present a conflict of interest, an Assistant Superintendent or Chief Academic Officer and two building administrators from another same level school within the district. The building staff representative and the building administrator shall be selected by the Superintendent or his/her designee.

In addition, the Superintendent or his/her designee, may appoint a parent or parent liaison from the building where the position is vacant, a Board of Education Member and/or a representative from the Department of Human Capital to participate on the interview panel as non-scoring observers.

(e) After completing all interviews, the panel shall submit to the Superintendent a list in alphabetical order of at least three (3) names of the best-qualified candidates. The list of candidates submitted to the Superintendent shall include an eligible internal applicant, if any, for every external applicant on the list up to the first two (2) external applicants. Prior to the submission of the list of candidates to the Superintendent, the credentials of all applicants will be verified.

(f) From said list of candidates, the Superintendent shall conduct interviews and thereafter, submit up to three (3) names to the Board along with his/her recommendation. The Board will make its determination within thirty (30) days of receiving the list from the Superintendent.

¶94. (g) At every stage in the process, the criteria for evaluating the applicants, which will be established in writing by the Committee for each position, shall be:

1. The best interests of the educational system;
2. The qualifications required for the position;
3. Previous job performance and work record of the applicant;
4. Previous administrative experience.

¶95. (h) Under normal circumstances (i.e. retirement, etc.), bargaining unit positions referred to in this section shall be filled within four (4) months from the closing date for applications.

¶96. (i) All applicants who are current S.A.W. members shall be given reason(s), upon

written request, in writing in the event of non-selection for any such vacancies. Decisions by the panel shall be final and shall not be subject to the grievance procedure.

¶97. **Section 6.**

¶98. (a) The successful applicant for an initial position in the bargaining unit will serve a probationary period of twelve (12) months. A successful applicant from the bargaining unit will also serve a probationary period of ten (10) months. In any probationary period, the months of July and August will not be considered as part of the time specified above. If successful candidates are hired from another bargaining unit which provides for compensatory time off, such time shall not be carried into appointment as a school administrator.

¶99. (b) When it is determined that the individual during his/her probationary period is not satisfactorily performing the duties of the new position, he/she will be notified in writing of such. Such notification will specify the areas of weakness and will be issued in such time as to allow a reasonable opportunity for the individual to correct any deficiencies prior to the completion of the probationary period. The primary evaluator during the probationary period will be the individual specified in the Teacher Evaluation Plan.

¶100. (c) Any employee who does not successfully complete the probationary period will, if he/she was in a bargaining unit position prior to appointment to this new position, be placed back in his/her previous position if still open or in another vacant bargaining unit position which is at the same or lower level than the previous position the individual occupied and for which he/she is qualified. If the individual moves into a lower paying position, then for a period of one year he/she will be paid at a rate no lower than the rate he/she received in his/her previous position from which he/she bid. If no position is available, then the individual may exercise his/her rights pursuant to the reduction in force language in the collective bargaining agreement and State Statute.

¶101. **Section 7.**

¶102. (a) This procedure shall apply to all appointments within the bargaining unit..

¶103. **Section 8. Reduction In Force**

¶104. (a) S.A.W. recognizes the Board's right to reduce the number of administrative positions or to lay off bargaining unit personnel.

¶105. (b) For the purpose of the Section, the reduction of the number of administrative positions may result in the involuntary transfer of an administrator to another professional position within this bargaining unit.

¶106. (c) An Administrator shall retain his/her tenure status as defined in the Teacher Tenure Act.

¶107. (d) The Board decision and rationale for reduction in force shall be shared with all

affected Administrators and with S.A.W.

¶108. (e) In the event of the elimination of an administrative position covered by this Agreement, the Administrator holding said position may be transferred by the Board to any other position covered by this Agreement for which the Administrator holds proper certification and qualifications as follows:

¶109. 1. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative vacancy, if one exists, in his/her classification for which he/she is certified and qualified.

¶110. 2. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her present classification, provided he/she is certified and qualified for the position. Qualifications shall be determined in the discretion of the Superintendent of Schools, which discretion shall not be unreasonably exercised.

¶111. 3. If there is no existing administrative vacancy in his/her classification and the displaced administrator has the least seniority in his/her present classification, he/she will be offered an administrative vacancy, if one exists, firstly, in the next highest administrative classification below that occupied by the displaced administrator and, secondly, in any other lower classification, for which the displaced administrator is certified and qualified. Qualifications shall be determined in the discretion of the Superintendent of Schools, which discretion shall not be unreasonably exercised.

¶112. 4. If there are no existing administrative vacancies in any administrative classification, and the displaced administrator has the least seniority in his/her present classification, but has administrator seniority over an administrator in another classification for which the displaced administrator is certified and qualified, the displaced administrator will be offered such position, firstly of the administrator occupying the highest classification below that which the displaced administrator occupied and, secondly, any other position occupied by the least senior administrator in any other lower classification.

¶113. 5. For purposes of this Article, administrative classifications shall be ranked as follows:

- (i) High School Principal
- (ii) Middle School Building Principal
- (iii) PreK-8 Principal
- (iv) Elementary Principal
- (v) High School Vice-Principal
- (vi) Middle School Vice Principal
- (vii) Supervisor (12 Mo.)
- (ix) Elementary Vice-Principal

¶113A. The rights afforded under sections 8(e)2 and 8(e)4 of this Article shall apply only to the bargaining unit classifications set forth in Section 8(e)5 above.

- ¶114. 6. The Superintendent of Schools shall determine whether an administrator is qualified under this Article to displace another administrator within the bargaining unit, provided that the Superintendent's decision shall be reasonable. Decisions resulting in termination from the school system are not subject to the grievance procedure, but shall be appealable through Section 10-151 C.G.S. (the so-called Teacher Dismissal Act). Decisions resulting in displacement within the school system shall be subject to the grievance procedure.
- ¶115. 7. In the event an administrator is displaced to an administrative classification with a salary schedule lower than that which the displaced administrator would have enjoyed, such administrator's salary shall not be reduced more than one thousand (\$1,000.00) dollars per year until the appropriate level on such salary schedule for the new position is reached, or for three (3) years, whichever first shall occur.
- ¶116. 8. Paragraph 7 above shall also be applicable to administrators who may be involuntarily transferred, or who may have had their position modified, as part of a reorganization of position(s) or otherwise, provided said changes are not the result of disciplinary action or unsatisfactory performance relative to such administrator, which actions shall not be taken without just cause.
- ¶117. (f) An Administrator whose position has been reduced, and who has not received another administrative position pursuant to the procedure described above, shall be eligible for a position in the teachers' bargaining unit for which he/she is certified and qualified, on the basis of the reduction in force procedure in the teachers' collective bargaining agreement. Such Administrator's salary shall not be reduced by more than one thousand (\$1,000) dollars for the first year of service in said teaching position. After the first year, such Administrator shall be placed on the appropriate level of the teachers' salary schedule negotiated between W.T.A. and the Board according to his/her years of service to Waterbury Public Schools. Any Administrator who remains in the employ of the Board pursuant to this sub-section shall become a member of the teachers' bargaining unit as of the date the Administrator resumes teachers' bargaining unit duties.
- ¶118. (g) Any Administrator laid off as a result of reduction in force shall have the privilege of placing all sick days on hold to be restored upon rehiring, or (if he/she is otherwise eligible for retirement, whether or not he/she actually retires) electing payment of unused sick days in accordance with the procedure in Article VIII Section 2(a) of this Agreement, provided that the Administrator is eligible for retirement under the Teachers' Retirement Board definition of "normal retirement," and he/she actually retires.
- ¶119. (h) Recall shall be effectuated utilizing first, certification for position of administrator, second, seniority as an administrator, third, city-wide seniority, and fourth, the date on which the individual administrator signed his/her teaching contract. If all four (4) items are exactly the same, the Board shall determine who is to be recalled. All such administrators so affected by R.I.F. shall retain rights to further administrative vacancies for a period of two (2) years.

- ¶120. (i) Upon his/her return to an administrative position level, he/she shall be placed on the same step of the salary schedule on which he/she was at the time of the layoff, Schedule A, for the position to which he/she returns.
- ¶121. (j) Upon his/her return an administrator shall be assigned to the position held at the time of the reduction, if possible, or to a position within his/her certification and qualifications.
- ¶122. (k) An Administrator may be removed from the recall list for the following reasons:
1. He/She waives recall rights in writing;
 2. He/She resigns;
 3. He/She fails to accept the recall to the position held immediately prior to reduction or to a substantially equivalent position;
 4. He/She fails to report to work in a position that he/she has accepted, unless such employee is sick or injured.
- ¶123. (l) If an Administrator has secured temporary employment elsewhere, he/she shall be allowed thirty (30) calendar days of time before being required to report back to work with the Board.
- ¶124. (m) In the case of a tie in the bargaining unit seniority of an administrator, the following shall be used to determine seniority for purposes of this reduction in force procedure: (i) if years of service as a bargaining unit administrator in Waterbury are equal, then the date of the board appointment of the administrator to the administrative bargaining unit shall control; (ii) if there is still a tie, then City-wide service as a teacher and bargaining unit administrator shall be applied; (iii) if there is still a tie, then out-of-district service as an administrator shall be added; (iv) finally, if there is still a tie, then out-of-district teaching service shall be added.

ARTICLE VIII LEAVES

¶125. **A. Sick Leave**

- ¶126. **Section 1.** No later than October 1 of each year, every employee employed by the Board shall continue to receive an individual statement containing the number of his/her unused, accumulated leave days (e.g., sick, personal, etc.).
- ¶127. **Section 2.** Upon the retirement or death of an employee, said employee or his/her estate shall be paid the equivalent of fifty (50) percent of his/her accumulated sick leave (as the term “sick leave” is defined in Section 3 hereof), over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited as follows:

- ¶128. a. Employees hired on or before June 30, 1996, may accumulate up to their actual accumulation as of June 30, 1996, or 200 days, whichever is greater, valued at the employee's per diem rate of pay on June 30, 2001, computed by multiplying such employee's annual base salary as of June 30, 2001 by 1/190.
- ¶129. b. Employees hired or rehired on or after July 1, 1996, but not later than June 30, 1999, may accumulate up to 150 days, valued at the employee's per diem rate of pay on June 30, 2001, computed by multiplying such employee's annual base salary as of June 30, 2001 by 1/(the number of days said administrator is required to work, by contract, in his/her final year of employment).
- ¶130. c. Employees hired or rehired on or after July 1, 1999, shall be ineligible to receive any payout of sick leave, except as provided in Section 2(d) below.
- ¶131. d. An employee hired on or after July 1, 1999, who, immediately prior to being hired into the bargaining unit, was a member of the Waterbury Teachers' Association (WTA), and had rights to receive a payout of sick leave under the terms of the collective bargaining agreement between the Board and WTA, shall retain his/her rights to payment of unused WTA sick leave upon death or retirement. Such employee's sick leave accrual shall be subject to the same limitations and calculations applicable to employees described in Section 2(b) above, except that his/her accrual for payout purposes, when combined with any days accrued as a member of the bargaining unit, cannot exceed 180 days. For purposes of computing the value of accumulated sick days under the formula prescribed in Section 2(b) above, such employee's annual base salary as of June 30, 2001 shall be the salary applicable to the position and corresponding step into which he/she was hired into the bargaining unit, as of June 30, 2001.
- ¶132. For the purpose of this Section, the phrase "retirement" shall mean the retirement of the employee pursuant to the City of Waterbury Retirement System and/or the State of Connecticut State Teachers' Retirement System, but shall not include any employee terminated because of insubordination, moral misconduct, or other intentional wrongdoing.
- ¶133. Notwithstanding any provision to the contrary, any administrator entitled to receive a payment for accumulated sick leave shall receive such payment beginning August 1 immediately after their retirement, if and only if, the administrator provides written notice of his/her intent to retire in September of the school year during which he/she intends to retire. If the administrator fails to provide such notice prior to the end of September, he/she shall become eligible to receive payment for accumulated sick leave to which he/she is entitled commencing with the thirteenth month following his/her written notice to retire.
- ¶134. The Administrator will receive his/her accumulated sick leave in three (3) equal annual installments provided that no such payment is less than \$10,000 per year, or in annual payments of \$10,000 until completely paid. The City reserves the right, in its discretion, to accelerate payment.
- ¶135. **Section 3.** For the purpose of Division A of this Article, sick leave is defined as follows: (a) the absence from work because of non service connected illness or injury; (b) absence

from work for medical or dental treatment which cannot be scheduled during the employee's nonworking hours; or (c) the illness or injury of a member of the employee's immediate family (defined as spouse, child, stepchild, parent, stepparent, or any family relation domiciled with an employee as a member of his/her family who is listed as a dependent for income tax purposes) that requires the employee's personal care and attention. Sick leave under subsection (c) above shall be subject to an absolute maximum of five (5) sick days in any work year. Sick leave shall be granted without loss of the employee's normal pay (for the workday or portion thereof involved), to the extent of the employee's sick leave eligibility as hereinafter prescribed. The sick leave eligibility shall be fifteen (15) working days for each work year.

¶136. **Section 4.** In the event of absence of an administrator for illness in excess of three (3) consecutive working days or a pattern of days absence occurs, the Superintendent may, if he/she has reasonable cause to believe there is an abuse of sick leave policy, require an examination by a mutually agreed physician, providing such examination is at the Board's expense.

¶137. **Section 5.** Whenever an administrator has exhausted his/her sick leave, or whenever special or unusual conditions exist, he/she may request the Superintendent for an extension of unpaid sick leave, which may be granted by the Board which shall review all such applications. In determining whether such request should be granted, the Board will consider all factors, such as, but not limited to, length of service and previous sick leave. The provisions of this Section shall not be subject to the grievance or arbitration provisions of this Agreement.

¶138. **Section 6.** Any member of the City of Waterbury administrative or teaching staff shall be permitted to contribute days from his/her sick leave accumulation to administrators who suffer prolonged illness and whose paid leave accumulation has been exhausted (including sick, personal, and vacation leave). The S.A.W. shall notify the staff when an individual administrator has exhausted his/her paid leave. A "Sign-Up" sheet shall be provided in the Superintendent's Office for the purpose of donating day(s) to the affected administrator. Individuals may donate up to twenty (20) days per academic year. Additional days may be donated with Board approval. Donated days which are not used by the affected administrator shall be returned to the donor(s).

¶139. **B. Sabbatical Leave**

¶140. Desiring to reward professional performance and encourage independent research and achievement, upon recommendation by the Superintendent and approval of the Board, a sabbatical leave shall be granted for approved scholarly programs, whether or not carried on in an academic institution, when the following conditions are met:

¶141. **Section 1.** No more than three percent (3%) of the administrator staff shall be absent on sabbatical leave at one time.

¶142. **Section 2.** The administrator's written application for sabbatical leave is received by the Superintendent, no later than March 31st of the year preceding the school year for which

the sabbatical leave is requested. Such application must include a statement of the nature of the course of study to be pursued and the benefits to be derived from such course of study by the Waterbury School System. In emergency situations the March 31st filing date may be waived by the Superintendent. An Administrator receiving such leave privilege would continue to receive benefits that he/she would have received had he/she not been on such leave.

- ¶143. **Section 3.** The Administrator has completed at least seven (7) consecutive full school years of service in the Waterbury School System and at least seven (7) consecutive full years of service in the Waterbury School System since his/her last sabbatical leave. Such time limits may be waived by the Board for exceptional circumstances.
- ¶144. **Section 4.** Prior to the granting of the application by the Board, the Board and the Superintendent must determine that the proposed course of study will constitute, upon the return of the Administrator from such leave, a present significant benefit to the Waterbury School System. In making such determination, the Board and the Superintendent shall examine the following factors: The nature of the course of study; the academic institution involved, if any; the instructors or mentors involved, if applicable; the present and future needs of and the educational priorities of the system; and the educational background of the applicant.
- ¶145. **Section 5.** Administrators on sabbatical leave shall be paid at the rate of seventy-five percent (75%) of his/her annual salary rate, provided that his/her total pay (that received from the City of Waterbury and that received by the result of any program grant) shall not exceed the Administrator's full annual salary rate.
- ¶146. **Section 6.** During a sabbatical leave, administrators are eligible for continuation of health benefits subject to payment of 102% of the total cost of such coverage.
- ¶147. **Section 7.** Accrued benefits shall not be accumulated during a sabbatical leave.
- ¶148. **Section 8.** Any Administrator granted such sabbatical leave shall agree, by formal written agreement, incorporating the provisions of this Sub-Part B of this Article, to return to his/her employment in Waterbury for two (2) full school years subsequent to the conclusion of such sabbatical leave. The Administrator shall have the right to have S.A.W. review the said written agreement. In the event such Administrator does not return to the Waterbury School System, such Administrator shall be liable to the City of Waterbury in the amount of all the money received from the City of Waterbury (per the provisions of Section 5 hereof) as liquidated damages for his/her failure to abide by the aforesaid formal written agreement. Upon the Administrator's return to the Waterbury School System from sabbatical leave, he/she shall receive the same salary, as per the terms of this Agreement, as though he/she had not been on such sabbatical leave. In the event that the failure of the Administrator to complete two (2) full school years of service upon return from sabbatical leave is due to the Administrator's permanent total disability or his/her death, then his/her estate shall not be liable for the prorated liquidated damages hereinafter prescribed. If, upon the Administrator's return to the Waterbury School System, he/she does not complete two (2) full years, then he/she shall be liable for damages in accordance with the following

formula:

$$\frac{360 \text{ less number of work days completed upon return}}{360}$$

Multiplied by the amount of money received from the City while on sabbatical leave

- ¶149. **Section 9.** Payment to Administrators on sabbatical leave shall be made in accordance with the method of payment prescribed by Article IV hereof. The mailing of the paychecks to the Administrator on sabbatical leave shall be in self-addressed, postage prepaid envelopes provided by the Administrator.
- ¶150. **Section 10.** The provisions of Article VIII Part B shall not be subject to the grievance procedure.
- ¶151. **C. Military Leave**
- ¶152. **Section 1.** Administrators shall be granted military leave in accordance with applicable state and federal law.
- ¶153. (a) Proof from the Branch of Service must be submitted to the Superintendent specifying that such service cannot be rendered at any other time. A statement of Military Orders shall be submitted by the employee to the Superintendent as soon as such are available.
- ¶154. **D. Personal Leave**
- ¶155. **Section 1.**
- ¶156. Each Administrator shall be entitled to three (3) personal days per year, which may not be carried over from year to year. Personal days shall be used to attend to matters that cannot be handled after the ordinary workday. Personal days may not be granted on days immediately before or after school holidays or vacations except in the absolute discretion of the Superintendent.
- ¶157. Written application for such leave shall be made to the Superintendent, on a form supplied by the Superintendent, as far in advance as practicable and at least seventy-two (72) hours in advance, except in cases of emergency. In the emergency situation, the Administrator, when notifying the Superintendent's Office that he/she will not be reporting on the date in question, shall state that the reason for not reporting is "personal day - emergency" and shall thereafter file a written application for such leave within two (2) school days subsequent to the day that he/she returns to work.

In the emergency situation, the Administrator, when notifying the Superintendent's Office that he/she will not be reporting on the date in question, shall state that the reason for not reporting is "personal day - emergency" and shall thereafter file a written application for such leave within two (2) school days subsequent to the day that he/she returns to work.

¶158. **E. Funeral Leave**

¶159. **Section 1.** In each instance encountered, each employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of a death in his/her immediate family. Such leave shall be taken between the day of death and day of burial, except that in no event shall such leave be more than three (3) work days commencing with the day of death. For the purpose of this section, the phrase “immediate family” shall include the following: spouse, child, mother, father, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother, brother-in-law, sister-in-law, step parents, step children, or any foster parent/child or any relative domiciled in the employee’s household.

¶160. In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the employee’s home who shall be considered immediate family) of the employee, one (1) day of funeral leave with pay, if necessary to attend the funeral of such relative shall be granted to the employee. For purposes of the preceding sentence, the words “aunt” and “uncle” shall include, within their meaning, the spouse of a blood related aunt or uncle.

¶161. In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.

¶162. If a death should occur in the “immediate family” outside of the State, an employee may use up to three (3) personal days in addition to the above. If personal days have been exhausted, the employee may use up to three (3) sick days.

¶163. The Board has the right to require documentation in order to determine eligibility for funeral leave.

¶164. **F. Legal Leave**

¶165. An employee shall be given leave without loss of pay when performing jury duty, or when subpoenaed by a legally enforceable subpoena, to appear before a court, public body, or before a commission in connection with City business, provided the employee is not the Plaintiff. In the case of jury duty, the amount of the statutory juror’s fee received by the employee shall be deducted from the pay due from the Board.

¶166. **.G. Childbearing Leave**

¶167. **Section 1.** The Board shall comply with all applicable state and/or federal laws regarding maternity leave.

¶168. **H. Special Leave**

¶169. Any Administrator may, upon written request to the Superintendent, and with the approval of the Superintendent and Board, be granted an unpaid leave of absence for the following reasons: professional improvement when the Administrator is not eligible for sabbatical

leave; employment as an Administrator at a United States Military installation abroad; or any other activity which would, in the opinion of the Superintendent, redound to the future benefits of the Waterbury School System.

¶170. All benefits to which the Administrator is entitled at the time of such absence including unused accumulated sick leave, city pension rights, and so on, shall be restored upon his/her return to the status as of the date of the commencement of such absence. He/She will be assigned to the position he/she held at the time said leave began, if possible, or to a substantially equivalent position. Request for such leave must be received no later than April 30 of the year preceding the school year for which the leave is requested. In case of emergency, the above date (April 30) may be waived with the permission of the Superintendent and/or the Board.

¶171. **I. Family Medical Leave Act Leave**

¶172. Eligible Administrators shall be granted leave in accordance with the federal Family Medical Leave Act.

**ARTICLE IX
ADMINISTRATOR PROTECTION AND ACCOUNTABILITY**

¶173. **Section 1.** Administrators shall forthwith report to their immediate superior, and shall confirm in writing as soon as practicable, all cases of assault suffered by them in connection with their employment.

¶174. **Section 2.** Such report shall be forwarded by the superior to the Superintendent of Schools, who shall then forward it to the Board.

¶175. **Section 3.** The Board shall comply with any reasonable request from the Administrator for information in its possession which relates to the incident or persons involved.

¶176. **Section 4.** If criminal proceedings are brought against an Administrator, alleging that he/she committed an assault in connection with his/her employment, the Board shall, upon request from the Administrator, retain legal counsel acceptable to both parties, to defend him/her in such criminal proceedings. However, if the Administrator pleads guilty to the original criminal charges of assault, or if he/she is found guilty of the original criminal charges of assault by the Court or by a jury, which finding is not overturned on appeal, then the cost of the legal counsel must be borne, and paid for in full, by the Administrator.

¶177. **Section 4(a).** Administrators shall be entitled to the protections provided pursuant to Conn. Gen. Stat. § 10-235.

¶178. **Section 5.** Whenever an administrator is absent from school as a result of personal injury caused by an accident or an assault, arising out of, and in the course of, his/her employment, compensable under the Workers' Compensation Law, he/she shall be paid, in addition to his/her compensation payment, an amount which, joined with the compensation payment,

will equal his/her full salary for a period of such absence. When allowed by law, the amount added to the administrator's compensation payment shall be deducted on a prorata basis from his/her annual and/or accumulative sick leave, and the additional payment shall cease upon exhaustion of the administrator's annual and accumulative sick leave. Under no circumstances shall an administrator absent from school receive total compensation greater than his/her net pay when he/she is not on leave.

- ¶179. **Section 6.** Any professionally related activity within the work day and any activity beyond the work day which is approved by the Superintendent or the Deputy Superintendent shall be considered to be within the provisions of Section 10-235 of the Connecticut General Statutes, revision of 1958, as amended. This section shall in no way be construed to limit the applicability of the provisions of the said Section 10-235 of the Connecticut General Statutes.
- ¶180. **Section 7.** When an employee is attacked or otherwise molested in the performance of his/her duty, said injured employee shall immediately advise the Superintendent of the incident. If the said employee swears out a warrant against the alleged assailant, the said employee will be entitled to receive investigative support from the City in any consequent prosecution. Such support may consist of, but is not necessarily restricted to, disclosure of departmental records regarding any student or employee of the school department reported to it as the perpetrator of such assault and the results of any departmental investigation performed as a result of such report.
- ¶181. **Section 8.** In the event that an Administrator is called upon to meet with the Superintendent (and/or the Administrator's immediate supervisor) for the purpose of discussing the possibilities of being formally reprimanded or disciplined, the Administrator shall be given 48 hours prior notice except in extraordinary and/or emergency circumstances. S.A.W. representation shall be accorded to the Administrator if he/she requests such representation. The Superintendent or administrator requesting the meeting shall immediately confirm the reason for the meeting and the basis of the discussion. Such statement of confirmation shall be signed by the Administrator and the Superintendent of Schools; the signing by the Administrator is a statement acknowledging the fact of the meeting and not a statement of concurrence by the Administrator; as to any matters of notation within his/her record or discipline of him/her resulting from said meeting.
- ¶182. **Section 9. Administrator Accountability**
Administrators are responsible for the supervision of teachers in their building or department. This includes the scheduling and monitoring of student and teachers day, conducting timely teacher evaluations in accordance with Board policy so as to ensure District compliance with Connecticut General Statutes Section 10-151b, enforcing contractual and other educational requirements. Administrators will also cooperate with new educational initiatives implemented by the Board.
- ¶183. **Section 10.** No Administrator shall be disciplined (exclusive of termination, which is controlled by section 10-151 of the Connecticut General Statutes), denied an increment be reduced in status or pay (except as part of a reduction in force, pursuant to Article VII,

Section 8), without just cause.

- ¶183A. **Section 11.** Unless otherwise required by state or federal law, no administrator shall be required to obtain a vaccination for any disease or virus as a condition of continued employment.

ARTICLE X LONGEVITY

- ¶184. **Section 1.** It is understood that longevity payments are included in the salary schedule and will no longer be paid.

ARTICLE XI ADMINISTRATIVE WORK LOAD

- ¶185. **Section 1.** It is understood that the proper staffing for administrative positions is the responsibility of the Board. However, if requested, a committee from the Board, appointed by the President of the Board will meet with a delegation from S.A.W. to review any staffing or work load problems that can be documented. The committee may make recommendations to the Board as a whole which will review such recommendations.

ARTICLE XII ADMINISTRATOR EXTRACURRICULAR ACTIVITIES

- ¶186. **Section 1.** The Board shall reimburse any employee for any clothing or other personal property damaged or destroyed as a result of an activity or event which occurred during the course of his/her employment, or in aiding persons duly authorized to be at any regular or special school function at the time of the incident.
- ¶187. **Section 2.** The Board agrees that no employee who is required by the Board to collect money in connection with Board approved fund raising activities shall be responsible in the event of theft of the money, provided the employee takes reasonable precautions to guard against the theft.
- ¶188. **Section 3.** No member of S.A.W. shall be required to transport pupils and/or pupils' equipment in a S.A.W. member's private vehicle. However, in light of the professional conscience of S.A.W. members, the Board will agree that if a S.A.W. member volunteers to perform this function and if an accident occurs, then the alleged negligence of the employee shall be considered to have arisen out of, and in the course of, his/her employment with the Board.

ARTICLE XIII MISCELLANEOUS

¶189. **Section 1. School Calendar**

¶190. The Superintendent shall compile the school calendar for students, exclusive of storm and emergency days, and shall discuss said calendar with designated members of S.A.W. at least five (5) days prior to forwarding the calendar to the Board for approval. For K-5 Principals two days from their defined work year may be scheduled in mid August. These days will be mutually agreed upon by S.A.W., the Board or its designee and the K-5 Principals.

¶191. **Section 2.** Each Administrator below who uses his/her automobile in the performance of his/her duties shall be reimbursed as per the current IRS rate.

¶192. **Section 3.** Each Administrator who receives mileage reimbursement shall transmit to the Superintendent's Office proof of insurance covering the said private automobile indicating the name of the insurance company and agent, and amounts of coverage automobile liability insurance on his/her private automobile in the amount of at least \$100,000 per person and \$300,000 per occurrence for bodily injuries and in the amount of at least \$20,000 for property damage liability per occurrence or a combined single limit of \$300,000, the effective date of the policy and the termination date thereof. Failure of the employee to transmit said proof of insurance to the Superintendent's Office within thirty (30) calendar days of the date that he/she is authorized to receive mileage reimbursement or within thirty (30) calendar days of the renewal date of the underlying liability insurance policy shall be grounds for the Superintendent to terminate any right to reimbursement claimed and pending.

¶193. As a condition of employment, employees receiving mileage reimbursement shall be subject to annual motor vehicle background checks and shall maintain valid operating licenses at all times. Said employees shall execute all required authorizations necessary for the Board to conduct such motor vehicle background checks.

¶194. **Section 4.** If any provision of this Agreement is or shall be at any time determined to be contrary to law by a court of competent jurisdiction or contrary to the regulations of Connecticut State Department of Education by a court or by said Department, such provision shall be of no binding effect and shall not be applicable or performed except to the extent permitted by law. All other provisions of this Agreement, however, shall remain in full force and effect.

¶195. **Section 5.** (a) The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.

¶196. (b) The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.

- ¶197. (c) This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not covered herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- ¶198. **Section 6.** This Agreement constitutes the sole and complete Agreement between the parties and the provisions of this Agreement shall prevail and govern over any express contrary Board ruling or administrative regulation. This Agreement may be amended only by a written agreement similarly executed by the parties hereto.
- ¶199. **Section 7.** Continuing and effective from July 1, 1983, an “Emergency Expenditure Fund” has been established in each “school” to be administered by its Chief Administrator. During the months of October and February of each school year, the Board shall issue drafts payable to the Emergency Expenditure Fund checking account of each “school” in the amount of one-half (1/2) of the total amount due that “school’s” fund as per the provisions of this section. The amount due to the fund in each school year shall be based on the rate of fifty cents (\$.50) per pupil for each school year based on the enrollment for that “school” as of that school year. The use of this fund shall be for such purposes as the purchase of special learning materials, consumables such as test tubes and batteries, special subscriptions, supplementary recreational needs, and pupil emergency materials. Appropriate accounting of the expenditures from the fund shall be maintained by the principal in accordance with the guidelines established by the Superintendent and the Board and issued to the principals within the system.
- ¶200. **Section 8.** Should an Administrator complain in writing that his/her work required him/her to be in unsafe or unhealthy situations, or in violation of acceptable safety rules, the matter shall be considered immediately by his/her immediate superior who shall report said complaint in writing immediately to the Superintendent and the Board.
- ¶200A. **Section 9.** In the event of an extended school or district-wide closure of in-person learning due to an emergency declaration or stay-home order, the parties acknowledge that the nature of administrator positions may necessitate modified job functions in order to effectively manage staff, fulfill professional responsibilities and ensure the delivery of education to students. Nothing herein shall constitute a waiver of the Union’s right to bargain over any impacts.

ARTICLE XIV GRIEVANCE PROCEDURE

- ¶201. **Section 1. Definitions.**
- ¶202. A. A grievance is hereby defined as follows:
- ¶203. 1. A claim by either an employee or a group of employees, S.A.W., or the Board

that there has been an alleged violation, misinterpretation, or misapplication of a specific provision or group of provisions of this Agreement, or condition affecting the employee's health and safety, or that there has been a failure to follow the established procedures of the school district's evaluation and support program.

¶204. 2. An employee complaint or a complaint by S.A.W. concerning disciplinary action inflicted upon an employee shall be processed in accordance with the provisions of this Article.

¶205. B. Whenever the term "days" is used in this Article, such term shall mean regularly scheduled school days.

¶206. **Section 2.** All grievances shall be processed in the following manner:

¶207. **A. Employee Grievances**

¶208. Stage 1. (Informal)

¶209. The employee and a S.A.W. representative (if the employee so desires) shall discuss the grievance informally with the school official serving as the employee's immediate administrative superior. While the aforementioned discussion is mandatory, it shall have no effect on the running of the time limit of thirty (30) school days set forth in Stage 2, Level 1, below within which a written grievance must be submitted to the employee's immediate administrative superior. Therefore, in the event it becomes apparent to the employee that the aforementioned discussion will not be held or completed within said thirty (30) day period, it is incumbent upon the employee to submit the written grievance to his/her immediate administrative superior in accordance with the provision of Stage 2, Level 1, below.

¶210. Stage 2. (Formal)

¶211. **Level 1.** In the event a grievance is not satisfactorily resolved as a result of the informal discussion held pursuant to Stage 1 above, the employee shall reduce the grievance to writing, setting forth a statement as to the grounds for the grievance and the Article and Section of this Agreement alleged to have been violated, and shall within thirty (30) school days after the occurrence giving rise to the grievance, submit the written grievance to his/her immediate administrative superior. The immediate administrative superior may request another meeting to discuss the grievance with the employee and a S.A.W. representative which they must attend, but in any event must answer the grievance in writing with copies to the employee and S.A.W. within seven (7) school days following receipt of the written grievance.

¶212. **Level 2.** In the event the grievance is not satisfactorily resolved as a result of the submission required by Level 1 above, the employee, by himself/herself or through S.A.W., may appeal the decision rendered on the grievance by his/her immediate administrative supervisor to the Superintendent, or his/her designee, provided said appeal is received by the Superintendent, or his/her designee, within seven (7) days following the date upon which the employee's immediate administrative superior answered the

grievance. Within seven (7) school days following timely receipt of an appeal filed pursuant to this Level 2, the Superintendent, or his/her designee, and/or his/her representative shall meet with the employee and a S.A.W. representative for the purpose of hearing the appeal and shall within (7) school days following the date upon which said meeting is held, render his/her decision in writing, sending copies to the employee and S.A.W.

¶213. **Level 3.** In the event the grievance is not satisfactorily resolved as a result of the decision rendered by the Superintendent in Level 2 above, the employee, by himself/herself or through the Unit, may appeal said decision to the Board, provided said appeal shall be filed with the Clerk of the Board in writing, setting forth the basis for the appeal, within seven (7) school days following the receipt of the Superintendent's decision. Within sixteen (16) school days after receipt of a timely appeal made pursuant to this Level 3, the Board shall cause a hearing to be held with the employee and S.A.W. with respect to said appeal and shall, within seven (7) school days following a hearing, render a decision in writing with copies to the employee and S.A.W.

¶214. **Level 4.** In the event the grievance is not resolved as a result of the procedures of Level 3 above, S.A.W. may submit the grievance to the American Arbitration Association (the "AAA") or the Alternative Dispute Resolution Center (the "ADRC") in writing for binding arbitration in accordance with the rules and regulations of each particular forum no later than seven (7) school days following the receipt of the Board's decision pursuant to Level 3 above or the expiration of the time limits for making such a decision, whichever shall occur first. Copies of the submission to the AAA or ADRC must be sent to the Superintendent and Board. Fees and expenses of the Arbitrator shall be borne equally (1/2 each) by the Board and by S.A.W.

¶215. **B. S.A.W. Grievances**

¶216. S.A.W. may file grievances at Level 2 set forth above, provided each grievance must be in writing and sent to the non-grieving party no later than thirty (30) school days following the occurrence giving rise to the grievance.

¶217. **Section 3.** The preparation and processing of grievances shall be conducted after hours of employment. All reasonable efforts will be made to avoid involvement of students in any phase of the grievance procedure.

¶218. **Section 4.** S.A.W. will receive prior notice of the time and place of any formal meetings held hereunder.

¶219. **Section 5.** Nothing in this Agreement shall be construed as compelling S.A.W. to submit a grievance to arbitration.

¶220. **Section 6.** The procedure hereby established in this Article shall be the sole remedy for grievances under this Agreement.

- ¶221. **Section 7.** All grievances shall include the name and position of the grievant, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- ¶222. **Section 8.** The Arbitrator shall hear and decide only one grievance in each case. He/She shall be bound by, and must comply with, all the terms of this Agreement. He/She shall have no powers to add to, delete from, or modify in any way, any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon both parties and all employees, except that neither the Arbitrator nor his/her award shall usurp the statutory authority of the Board.
- ¶223. **Section 9. Meetings**
- ¶224. A. Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present. Persons proper to be present for the purpose of this Article are defined as the aggrieved person, the appropriate S.A.W. and Board representatives, and witnesses. S.A.W. and Board counsel shall be permitted at Level 3 and 4. If at the option of the Superintendent or the Board, hearings are held during school hours, persons proper to be present shall be excused without pay loss.
- ¶225. B. The S.A.W. unit may, if it so desires, call upon the professional services of an affiliate unit or other resource services for consultation and assistance at any stage of the procedure.
- ¶226.. C. When, pursuant to the Grievance Procedure prescribed by this Article, S.A.W. considers that it is necessary to investigate an alleged grievance during school hours, then, with the permission of the Superintendent (which permission shall not be unreasonably or arbitrarily withheld) a representative of S.A.W. designated by the Executive Committee of S.A.W. shall be released for one (1) school day without loss of pay, to investigate the alleged grievance.
- ¶227. **Section 10.** Copies of any grievances, or answers thereto, shall be sent to the grievant, S.A.W. and the Board.
- ¶228. **Section 11.** In the event a grievance is filed between June 1 and the end of the school year, the time limits of the Grievance Procedure shall be accelerated so that the grievance shall be processed through Level 3 by August 15. If such expedited procedure is not possible, the parties shall waive the time limits herein and establish new time limits for processing of each such grievance and such agreement shall be reduced to writing and signed by the parties so that there will be a resolution of such grievances through Level 3 by the succeeding Labor Day.
- ¶229. **Section 12.** In the event that any grievance is adjusted in Stage 1 of this Grievance procedure while such adjustment shall be binding upon the aggrieved party, and shall, in

all respects be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

- ¶230. **Section 13.** Neither the Board nor S.A.W. shall discriminate against or otherwise coerce any employee or individual who is involved in the processing, or the refusal to process a grievance hereunder, provided that S.A.W. shall not be required to process a grievance for any employee or represent him/her during the processing of his/her own grievance.
- ¶231. **Section 14.** The aggrieved Administrator may be represented at Levels 2 and 3 of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative, or by an officer, of any Administrator organization other than S.A.W. When an Administrator is not represented by S.A.W., S.A.W. shall have the right to be present and to state its views at all stages of the Grievance Procedure.
- ¶232. **Section 15.** Present grievance forms shall be continued in use. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent with the approval of S.A.W. and made available through S.A.W. so as to facilitate operation of the Grievance Procedure.
- ¶233. **Section 16.** Any grievance not filed or processed by the grieving party in accordance with the time periods set forth above shall be deemed to be resolved and shall not be subject to further processing or to arbitration. If the Board fails to respond to a grievance in a timely fashion, the grievance shall be deemed to be denied at that particular step and the grieving party may proceed to the next step in accordance with its provisions. Prior to the expiration of any time period, the parties may mutually agree, in writing, to extend the time period.

ARTICLE XV INSURANCE

- ¶234. **Section 1.** The City of Waterbury shall provide and continue in full force and effect the insurance programs described below:
- ¶235. Each employee shall be eligible to enroll in the following healthcare options effective the first of the month following date of hire and during designated open enrollment periods.
- ¶236. 1. The OAP Plan with the following co-payments:
- \$30 for all office visits
 - \$50 for urgent care
 - \$100 for emergency room
 - \$400 for outpatient surgery
 - \$800 inpatient hospitalization
- ¶237. There is unlimited lifetime maximum benefit for in-network providers.
- ¶238. For out-of-network services, there shall be an annual deductible of \$400/\$800/\$1,200 for individual, two person, and family coverage with subsequent coinsurance of 30% on

covered expenses of up to \$4,000/\$8,000/\$12,000 respectively for individual, two person, and family coverage. The maximum “out-of-pocket” expense associated with the out-of-network cost share is \$1,600/\$3,200/\$4,800 for individual, two person, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. There is an unlimited lifetime maximum benefit for in-network providers.

If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. There is an unlimited lifetime maximum benefit for in-network providers.

¶239. 2. Effective July 1, 2016, \$2000/\$4000 High Deductible Health Plan with a Health Savings Account (HDHP-HSA).

¶240. Health Saving Account Funding: The employer shall fund at the beginning of the plan year the employee’s HSA in the following amounts:

- a. Effective September 1, 2021, the Board will fund 45% of the deductible into the HSA. Said funding shall be paid quarterly. The timing of the quarterly payment will vary based on the effective date of the plan year and, shall occur on the first regularly scheduled payroll after each respective quarter begins.
- b. Effective September 1, 2022, the Board will fund 40% of the deductible into the HSA. Said funding shall be paid quarterly. The timing of the quarterly payment will vary based on the effective date of the plan year and, shall occur on the first regularly scheduled payroll after each respective quarter begins.

¶241. Health Reimbursement Account: A Health Reimbursement Account (“HRA”) shall be made available for any administrator who is precluded from participating in a Health Savings Account (“HSA”) because the administrator receives Medicare and/or veterans’ benefits. The annual maximum reimbursement by the Board for administrators participating in the HRA shall not exceed the dollar amount of the Board’s annual HSA contribution for administrators enrolled in the HSA.

¶242. **Prescription Drug Benefits**

¶243. 1. Employees who enroll in the OAP or the **HDHP** will also be enrolled in the City’s integrated prescription drug program with co-payments of \$10 for generic drugs, \$30 for listed brand name drugs, and \$45 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply.

¶244. If a plan participant uses a non-participating pharmacy, the claim is subject to the out-of-

network deductible and then the plan reimburses the participant at 70%.

¶245. **Dental Plan**

¶246. Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage associated with the above referenced medical plans is the Delta Dental Plan. The following shall apply to this plan:

- 100% coverage for preventive services and 50% coverage for basic services.
- A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage.
- A calendar year maximum of \$1,000 per participant.

¶247. Dental coverage may not be elected independent of the City's medical coverages.

¶248. **Premium Cost Sharing**

¶249. Employee premium cost sharing (based on a City-wide experience rate) shall be by payroll deduction and shall be as follows:

¶250. a. Medical. Each employee shall pay the following portion of the premium or premium equivalent for the above medical plans for the coverage of the employee and their eligible dependents. For the purposes of the benefit plans set forth in this Article, "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.

HDHP: Effective September 1, 2021, **22%** of the premium equivalent.

Effective September 1, 2022, **22%** of the premium equivalent.

Effective September 1, 2023, **23%** of the premium equivalent.

OAP Plan: The HDHP employee premium cost share plus the dollar difference between the full premium amounts for the OAP and the HDHP.

¶251. b. Prescription.

OAP Plan: The same effective percentage of the premium or premium equivalent that the employee is obligated to pay for OAP medical benefits under this Agreement from year to year.

HDHP: The same percentage of the premium or premium equivalent that the employee is obligated to pay for HDHP medical benefits under this Agreement from year to year.

¶252. c. Dental. Each employee who is enrolled in the dental plan shall pay 25% of the

premium cost share or premium equivalent.

- ¶253. The City shall provide a premium cost sharing plan on a pre-tax basis. The City shall also establish such plan(s) as are required to allow employees to elect participation in:
- ¶254. i. A flexible spending account, with a two thousand five hundred dollar (\$2,500) per plan year limit on medical expense reimbursements to the extent permitted by law; and/or
- ¶255. ii. A dependent care assistance plan with a five thousand dollar (\$5,000) per plan year limit to the extent permitted by law.
- ¶256. These plans shall be established and administered in accordance with Internal Revenue Code requirements. The flexible spending account on medical expense reimbursements is not available to employees participating in the HDHP-HSA.

The City shall make a \$50.00 contribution to an employee's Flexible Spending Account or the HDHP-HSA for the employee's first time, voluntary participation in the biometric testing program.

- ¶257. If the Board received notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Association will, upon request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Teacher Negotiation Act, Section 10-153f(e) of the Connecticut General Statutes.
- ¶258. **Section 2.** The City may elect to change insurance carrier(s)/administrator(s) during the life of this Agreement for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice and to discuss with the Union prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not "comparable" to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Union's notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties, but at no time shall the cost to the Union exceed \$5,000. The network of providers must be seventy-five percent (75%) of the network on July 1, 2006. The following shall be excluded in determining whether a plan is "comparable": out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan

option that includes out-of-state reciprocal arrangements; claims processing; plan documents, definitions and wording.

¶259. **Section 3.** For purposes of the benefit plans set forth in this Article, “eligible dependent” shall be a spouse or child who meets the criteria set forth in the insurance carrier’s plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.

¶260. **Section 4.** Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.

¶261. **Section 5. Retiree Health Benefits.**

¶262. a. Employees hired on or after July 1, 2006.

¶263. Those employees who are participating in the City’s medical insurance plan at the time of retirement who retire with a normal retirement under the Teachers’ Retirement Board and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees, carrier permitting, provided the retiring employee pays 100% of the applicable cost of the plan, which payment shall be reduced in the amount of any subsidy received by the City or Board on behalf of such participating retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. § 10-183t. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 100% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

¶264. Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan, provided the retiree pays 100% of the applicable cost of the plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 100% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

¶265. Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable

law.

¶266. b. Employees hired after June 30, 1996 but prior to July 1, 2006 and who are not eligible to participate in the City of Waterbury Pension Plan.

¶267. Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a normal retirement under the Teachers' Retirement Board and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

¶268. During the period of participation in the medical plan offered to active bargaining unit employees, retirees shall pay the same premium cost share as active employees are required to pay pursuant to this Agreement or any successor agreement, as such may change from time to time. Notwithstanding any provision of Conn. Gen. Stat. § 10-183t to the contrary, the applicable premium or premium equivalent cost share for the plan and level of coverage selected shall be over and above any subsidy received by the City or Board on behalf of any retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. § 10-183t.

¶269. Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan and the retiree shall be responsible 50% of the cost of this supplement plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 50% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

¶270. Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

¶271. c. Employees hired on or before June 30, 1996 and who are not eligible to participate in the City of Waterbury Pension Plan.

¶272. Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a normal retirement under the Teachers' Retirement Board and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s)

which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

- ¶273. During the period of participation in the medical plan offered to active bargaining unit employees, retirees shall pay the same premium cost share as active employees are required to pay pursuant to this Agreement or any successor agreement, as such may change from time to time. Notwithstanding any provision of Conn. Gen. Stat. § 10-183t to the contrary, the applicable premium or premium equivalent cost share for the plan and level of coverage selected shall be over and above any subsidy received by the City or Board on behalf of any retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. § 10-183t.
- ¶274. Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan and the retiree shall be responsible 20% of the cost of this supplement plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 20% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.
- ¶275. Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.
- ¶276. **Section 6.** For the purposes of the benefit plans set forth in this Section, “eligible dependent” shall be a spouse or child who meets the criteria set forth in the insurance carrier’s plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.
- ¶277. **Section 7.** Anything in Section 38-262h of the General Statutes, as amended, to the contrary notwithstanding, there shall be no requirement that the Board provide double coverage for an eligible dependent who is the spouse of the employee which eligible dependent is also an employee of the City or of the Board.
- ¶278. **Section 8.** For the duration of this Agreement, the City of Waterbury (through the Board) shall provide, without charge to the employee, life insurance in the face amount of two (2) times the annual base salary rounded up to the next \$1000.

- ¶279. **Section 8(a).** For the duration of this Agreement, the City of Waterbury (through the Board) shall provide, at the election of the employee without charge to the City, life insurance up to the amount provided by the City in accordance with the rules set forth in the Master Agreement with the insurance company. Deductions for the total cost of this coverage, at the group rate, shall be made by appropriate monthly deductions from the employee's pay. Such optional coverage is in addition to the coverage provided in Section 8 above.

ARTICLE XVI ADMINISTRATOR ADVISORY COUNCIL

¶280. **Section 1. Recognition**

- ¶281. In accordance with the terms of S.A.W.'s constitution, an administrator's advisory council, consisting of no more than ten (10) members and S.A.W.'s Executive Committee, will have been formed prior to the effective date of this contract. During the life of this Agreement, this administrator's advisory council shall meet once every month with the Superintendent of Schools to discuss operations and policies.

ARTICLE XVII SUMMER SCHOOL PROGRAM - REMUNERATION AND SELECTION

- ¶282. **Section 1.** The Board recognizes S.A.W. as the duly authorized representative of administrators, and supervisors positions created and/or utilized by the Board during the summer hiatus following the close of one "regular school work year" and the opening of the next regular school work year for purposes of negotiating salary and conditions of employment for the bargaining unit employees who are for such term of "Summer Employment" assigned to administer and/or supervise any Board Summer School Program. S.A.W. bargaining unit members shall have priority for such summer administrator position. If no qualified member of the bargaining unit is available, the Board may offer such a position to someone outside of the unit. A 10-month administrator participating in a summer school program shall be compensated at the rate of \$38 per hour. In cases where advance planning for the summer school program is required, a mutually agreed allowance for not less than ten (10) nor more than twenty-five (25) hours of preparation shall be paid to the designated Summer School Program Coordinator.
- ¶283. **Section 2.** State Certificated Administrators in the Waterbury School System shall be given priority in filling summer school administrative assignments (in a summer program described in Section 1 hereof) similar to their regular administrative assignments provided they are qualified to fill the said summer school administrative assignments and provided further that such priority is not inconsistent with the requirements of that particular summer program.

- ¶284. **Section 3.** Administrators for the said summer programs shall be selected on the basis of their qualifications for the particular program. Where two (2) or more Administrators are equally qualified for an administrative position in a summer program, selection shall be based first upon seniority (as a teacher or Administrator) in that summer program and second upon the respective City-Wide Administrator seniority in the Waterbury School System.
- ¶285. **Section 4.** Appointments to any vacant position in a summer program shall be made within fifteen (15) days following any vacancy.

ARTICLE XVIII CURRICULUM

- ¶286. **Section 1.** Each curriculum committee appointed by the Superintendent or his/her designee shall include a Principal or Assistant Principal and a Supervisor.
- ¶287. **Section 2.** Any proposed changes in duties of personnel, curriculum, instructional materials, or innovations pertinent to the introduction of special programs, shall be discussed with the Principals and Supervisors by the Superintendent of Schools.
- ¶288. **Section 3.** Any curriculum changes which may result in the addition to or deletion of present programs shall be discussed by the Superintendent of Schools with the appropriate Principals, and Supervisors.

ARTICLE XIX ADMINISTRATOR'S RIGHTS - PERSONNEL FILE

- ¶289. **Section 1.** No allegation by a school official or fellow employee alleging materials, derogatory or otherwise, to an Administrator's conduct, scruples, character or personality shall be placed in the Administrator's file unless the Administrator has had an opportunity to read such material. The Administrator shall acknowledge that he/she had an opportunity to read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.
- ¶290. **Section 2.** Any complaint by a parent of a student, or by any other person (other than a school official or fellow employee), directed against an Administrator (which complaint is deemed serious enough by the Administration to become a matter of formal record) shall be promptly called to the Administrator's attention. No such complaint shall become a matter of formal record unless it is in written form, signed by the complainant. Administrators are entitled to know the identity or source of all such formal record complaints and in addition, if the Administrator so requests, he/she may copy such formal record complaint. The Administrator shall acknowledge that he/she has read such complaint by affixing his/her signature on a copy thereof which is made a matter of formal record with the understanding that such signature merely signifies that he/she has read the

material to be filed and does not necessarily indicate agreement with its contents. The complained against Administrator shall have the opportunity to add any material he/she wishes (by way of reply or refutation) to the formal record. If the complaint (alleging noncriminal conduct) becomes a matter of formal record and if the Administrator so requests, the Board shall conduct a hearing on same; and, if the Administrator is exonerated, the complaint shall be erased from his/her file. The complained against Administrator shall have every right to S.A.W. representation, if he/she so chooses, and/or counsel of his/her choice.

ARTICLE XX PARKING FACILITIES

- ¶291. The Board and the Superintendent shall attempt to make suitable reserved parking areas available to Administrators on or near the school property where they are assigned.

ARTICLE XXI S.A.W. PRIVILEGES

- ¶292. **Section 1.** After the close of school on school days, S.A.W. shall have the right to use designated areas in school buildings for meetings of Administrators, provided that there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal in advance. All requests for building use shall conform to Board rules and regulations.
- ¶293. **Section 2.** S.A.W. may distribute material dealing with meetings, notices and official matters of S.A.W. to persons covered by this Agreement. Indiscriminate circulating of material or handing out of material will not be allowed.
- ¶294. **Section 3.** The Board and S.A.W. shall comply with any reasonable request by the other party for available information (excluding confidential personal records) possessed by the other party which is relevant to the negotiation by S.A.W. and the Board of a successor agreement.
- ¶295. **Section 4.** The Board shall also provide S.A.W. with a copy of the official minutes of public Board meetings at the time that the Clerk of the Board distributes these minutes to Board members.
- ¶296. **Section 5.** The practice of allowing a reasonable amount of time off with pay to Executive Committee members of S.A.W. to attend S.A.W. business shall be allowed.
- ¶297. **Section 6.** The President of S.A.W. or his/her designated representative for the Executive Committee shall be permitted to visit the schools and/or departments in connection with S.A.W. business referred to in Section 5 if the President, or said designated representative, asserts that S.A.W. business requires such a visit. Upon the President's (or said representative's) arrival, he/she shall notify the proper Administrator of his/her presence.

If a meeting with a Board employee(s) is necessary, it shall be scheduled so as not to disrupt the employee(s) duty assignment.

**ARTICLE XXII
DURATION**

- ¶298. This Agreement shall be effective upon execution, unless a different effective date is prescribed in this Agreement for any section or article or provision of this Agreement, and shall remain in effect through June 30, 2024.

THE CITY OF WATERBURY
BOARD OF EDUCATION

THE SCHOOL ADMINISTRATORS
OF WATERBURY (S.A.W.)

By: _____
Charles Pagano, President

By: _____
Robert Johnston, President

Date: _____

Date: _____

APPENDIX A

¶299.

Salary Schedule for the 2020-21 School Year

Grade	Description	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
A6	H.S.P.	117,851	121,622	126,330	129,858	134,808	139,759
A5	M.S.B.P.	116,718	120,453	125,114	128,608	133,513	138,416
A4	H.S.V.P./M.S.V.P.	111,007	114,559	119,087	122,584	127,560	132,555
PK8	Pre K-8 Principal	109,769	113,282	117,882	121,374	126,382	131,391
A3	K-5 Principal	106,054	109,448	114,460	117,739	122,822	127,905
A2	Supervisor 12	105,406	108,780	114,438	116,934	122,001	127,069
SVP	SVP Sp Ed	103,914	107,182	111,497	114,992	120,820	125,569
A1	Supv. 10/S.V.P.	99,208	102,382	105,678	109,167	113,116	117,044
DIR	Director	148,360	151,484	154,607	157,729	162,493	167,258

APPENDIX A-1

¶300. The following Revised Salary Schedule for the 2021-22 school year shall hereafter replace the salary schedule in place for the 2020-21 school year. On June 30, 2021, all administrators shall migrate onto the Revised Salary Schedule at the appropriate lane for their current position, and shall be placed on the step closest to the administrator's 2020-21 salary, inclusive of any degree stipend earned in 2020-21. No administrator shall migrate onto a step on which s/he would earn less on the 2021-22 Revised Salary Schedule than s/he would have earned on the 2020-21 Salary Schedule, inclusive of any degree stipend earned in 2020-21. A salary adjustment shall be made in 2021-22 only for any administrator who, as a result of the migration described herein, would not earn a minimum of 1.5% more in salary during the 2021-22 school year than s/he earned in 2020-21 school year, inclusive of any degree stipend earned in 2020-21, except that an administrator who becomes eligible for a stipend pursuant to Article IV, Section 2, shall not be eligible for any salary adjustment.

Revised Salary Schedule for the 2021-22 School Year

GRADE	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	High School Principals	138,728	141,559	144,390	147,278	150,224	153,228	156,293	157,855.93	159,434
B	M.S. Building Principal, Principal Adult Ed., State Street, Enlightenment	133,125	135,842	138,380	141,387	144,215	147,099	150,040	151,540.40	153,056
C	PreK-8 Principals	127,597	130,201	132,858	135,569	138,336	141,059	144,040	145,480	146,935
D	Elem Principals	122,000	126,296	128,873	131,503	134,187	136,925	139,719	141,116	142,527
E	HS-VP/MS-VP	116,418	120,019	123,731	127,558	130,161	132,817	135,527	136,882	138,251
F	Supervisor 12	111,554	114,901	118,348	121,899	124,946	127,945	129,224	130,516	131,821
G	Elementary VP	102,184	105,250	108,408	111,388	114,451	117,312	120,245	121,448	122,662

APPENDIX A-2

¶301.

Salary Schedule for the 2022-23 School Year

GRADE	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	High School Principals	138,728	141,559	144,390	147,278	150,224	153,228	156,293	157,855.93	159,434
B	M.S. Building Principal, Principal Adult Ed., State Street, Enlightenment	133,125	135,842	138,380	141,387	144,215	147,099	150,040	151,540.40	153,056
C	PreK-8 Principals	127,597	130,201	132,858	135,569	138,336	141,059	144,040	145,480	146,935
D	Elem Principals	122,000	126,296	128,873	131,503	134,187	136,925	139,719	141,116	142,527
E	HS-VP/MS-VP	116,418	120,019	123,731	127,558	130,161	132,817	135,527	136,882	138,251
F	Supervisor 12	111,554	114,901	118,348	121,899	124,946	127,945	129,224	130,516	131,821
G	Elementary VP	102,184	105,250	108,408	111,388	114,451	117,312	120,245	121,448	122,662

¶301A. For the 2022-23 school year, all Administrators shall advance one step.

APPENDIX A-3

¶302.

Salary Schedule for the 2023-24 School Year

GRADE	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	High School Principals	138,728	141,559	144,390	147,278	150,224	153,228	156,293	157,855.93	159,434
B	M.S. Building Principal, Principal Adult Ed., State Street, Enlightenment	133,125	135,842	138,380	141,387	144,215	147,099	150,040	151,540.40	153,056
C	PreK-8 Principals	127,597	130,201	132,858	135,569	138,336	141,059	144,040	145,480	146,935
D	Elem Principals	122,000	126,296	128,873	131,503	134,187	136,925	139,719	141,116	142,527
E	HS-VP/MS-VP	116,418	120,019	123,731	127,558	130,161	132,817	135,527	136,882	138,251
F	Supervisor 12	111,554	114,901	118,348	121,899	124,946	127,945	129,224	130,516	131,821
G	Elementary VP	102,184	105,250	108,408	111,388	114,451	117,312	120,245	121,448	122,662

¶302A. For the 2023-24 school year, all Administrators shall advance one step.



Waterbury Public Schools



Curriculum Committee
10/29/2020



Agenda

1. Seal of Biliteracy Update
2. African American/Black and Puerto Rican/Latino Course of Studies

Seal of Biliteracy Update

To be eligible to receive the Seal of Biliteracy, the two academic requirements below must be met:

1. Student must complete all English language arts requirements for graduation.
2. Student must demonstrate proficiency in a language other than English in grades 10, 11, or 12 at a level comparable to “Intermediate Mid” on the ACTFL Proficiency Guidelines as demonstrated through methods listed in the Assessment of Evidence Table (next slide).

Assessment of Evidence

Assessment or Evidence

Assessment of Performance toward Proficiency in Languages (AAPPL) Measure

Oral Proficiency Interview (OPI) or OPIc and Writing Proficiency Test (WPT)

International Baccalaureate (IB) World Language Exam

Advanced Placement (AP) World Language Exam

ASL Proficiency Interview

Sign Language Proficiency

Avant STAMP (STAndards-based Measurement of Proficiency)

ALIRA Latin Interpretive Reading Assessment

DELE (Diplomas of Spanish as a Foreign Language)

DELFL (Diplomas of French as a Foreign Language)

Comparable to ACTFL “Intermediate Mid”

I-3 in all 4 domains

Intermediate Mid

4 or higher

3 or higher

3

Intermediate

Intermediate Mid

I-3

B1

B1

Primary Language-Not English

For a student whose primary language is not English and proficiency cannot be established by any of the assessments listed in the Assessment of Evidence Table, the following steps must be taken:

1. District determines a plan for measuring each student's level of proficiency. This plan, to the extent practicable, includes assessment of interpersonal "face-to-face" communication as well as interpretive listening, presentational speaking, and reading and writing where a written code exists.
2. The principal, or designee, certifies that a low incidence language plan was completed.

Next Steps

1. Committee to establish standards and protocols
2. Communicate and gather feedback from teachers, counselors and administrators
3. Inform and communicate the opportunity for the Seal of Biliteracy to students and parents/guardians. Ensure schools are prepared to answer questions and to assist in guiding students
4. Work with colleges/universities for credit
5. Finalize a structure for the seal on the diploma and transcript
6. Celebrate!

Questions/Comments

African American/Black and Puerto Rican/ Latino Course of Studies Update

Next Steps	Timeline
<ul style="list-style-type: none">•Advisory Group Meetings•Draft Course Objectives•Draft Scope and Sequence•Draft Units of Study•Completed Course and Report•Presentation to SBOE Committee•Submission to SBOE•Public Comment•Presentation to SBOE•Final Revision to SDE	<p>Nov, Jan, May, July, Sept, Nov</p> <p>March 27</p> <p>June 5</p> <p>July 24</p> <p>Units by 10/16/ Nov 16</p> <p>Nov 18</p> <p>Nov 18 – Dec 2</p> <p>Dec 2</p> <p>Dec 18</p>

Expert Review Panel Members

George Coleman, Chair, SERC Board of Directors

Dr. Terrell Hill, Founder/President, Black Leaders and Adm. Consortium (BLAC)

Dr. Jason Irizarry, Associate Dean for Academic Affairs, UCONN

Sandra Lamb, Co-Founder/Director, The Institute of Black Inventions and Tech.

Ana Ortiz, President, Association of Latino Admin. and Supt. (ALAS)

Dr. Paul Ortiz, Professor of History, University of Florida

Dr. Raquel Ortiz, Curriculum Developer, Center for Puerto Rican Studies

Glenn Singleton, Founder/President, Pacific Educational Group (PEG)

Dr. Blanca Silvestrini, Professor Emerita of History, UCONN

Stefanie Wager, President, National Council for Social Studies

Outline of Curriculum Document

- Preface, including history of legislation
- Curriculum Development Process (i.e., organization by committee,summary of research, proposed plans for dissemination and professional learning, link to documentary)
- Course Description and Pedagogy
- Curriculum Framework (i.e., learning objectives, essential questions, infographics)
- Units of Study
- Sample Lessons (as examples of what will be included in repository)
- Appendix
- Advisory Group Listing (full, by committee, curriculum developers)
- Expert Review Panel
- Infrastructure Supports/District Guidance
- Professional Learning Plan
- Complete Reference List (i.e., books, articles, websites, materials, speakers bureau, etc.)
- Letters of Support

Draft African American/Black Units of Study

- Unit 1 - African Origins of Humanity and the Dispersal
- Unit 2 - Black Literacy, Organizations, and Liberation
- Unit 3 - Long, Long History for Equality
- Unit 4 - Black Movement for Equality
- Unit 5 - Protest, Politics, and Power

Draft Puerto Rican/Latino Units of Study

- Unit 1 - Introduction: Early Beginnings
- Unit 2 - Blood
- Unit 3 - Sweat
- Unit 4 - Defiance
- Unit 5 - Conclusion: Contributions of Puerto Ricans/Latin in CT (3 weeks)

Final Touches

- Suggested duration of units and lessons (i.e., lessons in terms of minutes vs. days as some schools have 45 minute periods and others have 90)
- Use 2021-2022 school year as opportunity for field study to inform reality of curriculum implementation and strengthen lesson development
- Need for greater differentiation/scaffolding particularly in relation to reading level/access to primary source documents, this should include teacher direction regarding “close reads of text”
- Utilization of UBD framework and alignment with learning objectives and essential questions
- Knowing how students will be expected to demonstrate application of knowledge and skills can assist with prioritizing volume of content
- May want to consider offering to 9-12 keeping graduation requirements in mind
- Planned for 16 weeks; may want to give guidance so that both semesters are afforded time needed; make note of pacing realities in field study

Questions/Comments

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, November 5, 2020

BOARD MEETING: Thursday, November 19, 2020

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

<u>GROUP</u>	<u>FACILITIES AND DATES/TIMES</u>
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Human Resources L. Criscuolo	Wilby and NEMS cafes : Saturday, Nov. 14 th 8am – Noon (Maintainer I Exam) (37 people in each café)
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Approved

Jason Van Stone

Dr. Verna D. Ruffin
Superintendent of Schools

Book

SCHOOL PERSONNEL USE ONLY

DATE: 10/20/2020

TO: SCHOOL BUSINESS OFFICE

FROM: Laura Criscuolo, HR Asst. (203 574 6761)

x 7269

Lcriscuolo@waterburyct.org

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

NAME OF SCHOOL REQUESTED: Wilby HS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Saturday, 11/14/2020

FROM: 800 am/pm TO: 1200 am/pm
(to Allow for set up & clean-up).

FOR THE FOLLOWING PURPOSES:

Maintainer I Exam

Request to use Both cafeterias

Set up for 37 individuals, in each cafe

will need tables, chairs

podium & microphone - if Available.

Laura Criscuolo
APPLICANT

Thank you

.....
Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 10/20/2020

TO: SCHOOL BUSINESS OFFICE

FROM: Laura Criscuolo, HR Asst. (203 574 6761)
x 7269
Lcriscuolo@waterburyct.org

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

NAME OF SCHOOL REQUESTED: NORTH End

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Saturday, 11/14/2020

FROM: 800 am/pm TO: 1200 am/pm
(to Allow for set up & clean-up).

FOR THE FOLLOWING PURPOSES:

Maintainer I Exam

Request to Use Both cafeterias

Set up for 37 individuals, in each cafe

Will need tables, chairs

podium & microphone - if Available.

Laura Criscuolo
APPLICANT

Thank you

Please note the following provisions:

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

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, November 5, 2020
BOARD MEETING: Thursday, November 19, 2020

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

LADIES AND GENTLEMEN:

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

<u>GROUP</u>	<u>FACILITIES AND DATES/TIMES</u>
Holy Cross H.S. M. Giampetruzzi, A.D.	Kennedy pool: Nov. 21 st thru Feb. 7 th Mon. – Fri. 6:30-8:30 pm and Sat. 10:00 am-12:00 pm (boys swim program)
Westover School S. Reid	West Side M.S. pool: Jan. 15 th thru Mar. 13 th 5:00-6:00 pm (swim program)

REQUESTING WAIVERS:

<u>GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:</u>	
Bouley Manor Neighborhood Assoc.:	Chase café: Jan. – Dec. 2021 6:00-800 pm meetings
Laraine Mills	on second Thursday each month

MONIES COLLECTED TO DATE:

\$ 27,586.00

Approved:

Jason Van Stone

Dr. Verna D. Ruffin
Superintendent of Schools

These activities are completed and have been billed:

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

CONTRACT# OCT 16 2020

APPLICANT Holy Cross High School NAME OF ORGANIZATION HC Boys Swim Team
ADDRESS 587 Oronoke Road Wtby, CT 06708 TELEPHONE # 203-509-4832
(street) (city) (state) (zip code)
SCHOOL REQUESTED City of Waterbury DATES Nov. 21st - Feb 7th ROOM(S) Pool
OPENING TIME TBA CLOSING TIME TBA PURPOSE Swim Practice + Meets
ADMISSION (if any) — CHARGE TO BE DEVOTED TO —
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2-3 CHILDREN 30-35
SIGNATURE OF APPLICANT [Signature] DATE 10-16-20
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: —

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

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

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT \$ 500 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE —

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

M.H. ✓

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

CONTRACT# OCT 13 2020

APPLICANT Associate Athletic Director - Sara Reid NAME OF ORGANIZATION Westover School
ADDRESS 1237 Whittemore Road, Middlebury, CT 06762 TELEPHONE # 802-698-3875
(street) (city) (state) (zip code) Monday - Friday
SCHOOL REQUESTED West Side Middle School DATES Mid January- Mid March ROOM(S) Pool
OPENING TIME approx 5pm CLOSING TIME approx 6pm PURPOSE Swim team practice
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 6-12
SIGNATURE OF APPLICANT Sara Reid DATE Oct. 11 2020

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

Sara Reid 1237 Whittemore Road 802-698-3875

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$ 73/HR plus 1 HR SERVICE

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 500 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

BOOK

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

CONTRACT# SEP 9 2020

APPLICANT Laraine Mills NAME OF ORGANIZATION Bowley Manor Neighborhood Assoc.
ADDRESS 66 Hinsdale Ave. Waterbury CT 06705 TELEPHONE # 203-753-7172
(street) (city) (state) (zip code)
SCHOOL REQUESTED Chase Elem. DATES See attached letter ROOM(S) Cafeteria
OPENING TIME 6pm CLOSING TIME 8pm PURPOSE Monthly Association Meeting
ADMISSION (if any) None CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20-25 CHILDREN None
SIGNATURE OF APPLICANT Laraine Mills DATE September 2, 2020

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

Charles Coretto Jr. 73 Altyre St. Waterbury CT 06705 203-759-7176

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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



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

Communications



Packet week ending 11/3/2020



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

October 16, 2020

Volume 20 – Issue #8

Virtual Learning May Impact Snow Days: Schools, forced to cancel in-person classes because of the pandemic, have become more comfortable with remote teaching. That might mean the end of the “snow day.” For generations, snow days meant sleeping in, loafing in front of the TV with hot cocoa, and hours of sledding and snowball fights. Now, they are likely to mean logging into a laptop for a Zoom lesson on long division.

As the weather cools and winter looms, many school leaders in snow-prone states, are preparing teachers, parents and students to say goodbye to snow days. New York City, has canceled them for the year, because of the pandemic. The conversation has also started in Connecticut on this issue.

New York’s decision followed moves that districts have been making, when schools transitioned to online learning and officials realized they could do the same during hazardous weather. Many people believe virtual learning could be used during hazardous weather also. Some educators believe the end of the snow day looks inevitable.

However, nostalgia remains strong for some. Snow days growing up were like a “pause on real life and a chance to let kids be kids,” said Lauren Higgins, the mother of a 5-year-old boy and 3-year-old girl in Hingham, Mass. “I can imagine a situation where kids no longer cross their fingers watching the weather late at night,” she said. “And it’s a bummer.”

The cancellation of school due to bad weather has always been a thorny issue for school administrators. Virtual learning poses a potential alternative to snow days.

The Shakopee Public Schools in Minnesota in 2018 initiated “connected learning days” using virtual instruction when the weather forced school closures. Prior to the decision to implement the program the district had been cancelling classes eight to ten times a year.

The district believed, as many do, that taking away snow days seemed like a better solution than tacking on days at the end of the school year, placing students into hot classrooms and causing the disruption of summer plans.

States such as Pennsylvania, Ohio and West Virginia have also redefined snow days as virtual learning days to avoid delaying the end of the school year, said Daniel A. Domanech, Executive Director of the American Association of School Administrators (AASA).

Some also state that since the pandemic has forced many employers to embrace working from home, schools should follow suit. Current snow day cancellations provide difficulties for working parents. However, the pandemic has caused every day to be a snow day. The tradition of snow days has led us to forget what could be done with technology. The pandemic has caused us to embrace what we do in a work environment and a school environment.

Jessica Tang, President of the Boston Teachers Union in Massachusetts, said that any changes to teachers' working conditions would have to be negotiated. But she agreed that the pandemic had shown that virtual learning could be a practical solution to a variety of problems. "It would be a huge mistake if we tried to just go back to what we were doing before," she said.

However, Ms. Tang indicated that there are unintended consequences to cancelling snow days that must be considered by school districts. It is essential to make sure that every student has access to a computer and internet. Further, it needs to be considered if the storm necessitating the closure has not caused a loss of power impacting online access ability.

In addition, online teaching could be extremely stressful for faculty members with older parents whose home health aide could not come to work because of a storm, Ms. Tang said.

Marci J. Swede, dean of the School of Education and Health Sciences at North Central College in Naperville, Ill., said many students in college were parents themselves. A snow day that disrupts day care could put those students behind if they have to skip online class to care for their children "We have to have some compassion for the complexity of the students' and the teachers' lives," Ms. Swede said.

Students may consider it as a "birthright" to experience the unexpected treat of snow days. Many people have fond and fun memories of their snow days. Those days became a respite from the stress of schoolwork, providing a break at a time when more and more work is being placed on students.

Ms. Swede, said that snow days were the rare time when everyone — students, faculty and their supervisors — felt comfortable taking a sudden break. "It's kind of nice sometimes, when we all kind of have that pause button and we all can just take a moment and breathe a little bit and not feel guilty about it," she said. "There are very few times in our lives when we have enforced downtime."

Mr. Redmond, a Minnesota superintendent, said that after he did away with snow days, it was parents, not teachers, who mourned the loss. "My kid might never have a snow day" was a common refrain, he said.

Source: "Sorry, Kids. Snow Days Are Probably Over," by Maria Cramer, *New York Times*, September 25, 2020.

Policy Implications: 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 also discussed at a recent meeting of the State Board of Education (SBE).

There are some legal issues which must be addressed if this concept is to come to fruition. The SBE directed the staff of the State Department of Education to develop guidelines for the SBE to consider regarding this concept. It will likely be discussed soon at an upcoming SBE meeting. We will continue to monitor this topic.

The district's policy pertaining to the school calendar would be impacted if a change is permitted regarding school cancellation days. Policy #6111, "School Calendar" pertains to this topic.

Schools Targets of Cyberattacks: Since late July, many school districts in the United States, from California to New Jersey, have been victims of cyberattacks. Such attacks have caused school districts to shut down virtual instruction. Cyberattacks on school districts are not new. The K-12 Cybersecurity Research Center indicated there have been nearly a thousand such incidents since January 2016.

The Hartford Public Schools had to postpone the first day of school on September 8, both virtually and in person, after the city was hit by an attack that affected multiple school district systems, including one used to communicate transportation routes for buses.

Alyson Klein in *Education Week* stated, "But as schools nationwide are engaged in full-time remote instruction or a hybrid of in-person and virtual learning, such attacks are arguably even more disruptive, both to students' educational as well as social and emotional needs." A cyberattack can have an outsized impact on schooling. A cyber incident that occurs in times of remote learning causes the loss of online access for staff and students and stops teaching and learning in its tracks. In addition, it adds to what is already a tense and difficult time for school districts.

Regretfully, such attacks appear to be increasing this school year. Doug Levin, the founder and president of the K-12 Cybersecurity Resource Center, reported that "this school year there have been, on average, two hacks a day." Levin stated, "Cybercriminals have been getting more savvy about how to target school districts."

The attacks have placed a heavy burden on school administrators as they grapple with whether it's safe for students and teachers to return in person and whether schools are prepared to handle social distancing and other requirements.

School information technology staffs, meanwhile, have been consumed with the transition to virtual learning, making districts even more vulnerable to hackers, experts say.

For years, cybercriminals who launched ransomware attacks typically encrypted data and demanded ransom, usually in bitcoin, a cryptocurrency, in exchange for a decryption key. They didn't access the data or make it public. Experts now believe that has been changing. A growing number of cybercriminals are getting ahold of the data and threatening to make public sensitive information if they don't get their money. "They're using data as additional leverage to extort payments," said Brett Callow, a threat analyst for global cybersecurity company Emsisoft.

Ransom demands also have skyrocketed, cybersecurity experts say. Criminals who used to demand a few thousand dollars now are asking for an average of \$150,000 to \$250,000, according to Callow.

Attention must be given to the prevention of such attacks. Levin suggests that school districts should advocate for resources to help build up their IT capacity and team up with nonprofits for cyber security monitoring and partner with other school systems. Having a cybersecurity firm on retainer that can help with recovery and forensics is also suggested.

Source: "Cyberattacks Disrupt Learning Even More During COVID-19," by Alyson Klein, *Education Week*, September 30, 2020.

Source: "Cybercriminals Strike Schools Amid Pandemic," by Jenni Bergal, *Stateline Article*, *PEW Charitable Trusts*, September 22, 2020.

Policy Implications: Schools and school districts, which face a myriad of challenging hazards and threats, must also prepare for cyber threats. Such incidents disrupt education and critical operations, expose sensitive personally identifiable information of students, teachers and staff, and can lead to high recovery costs.

Cybersecurity is a significant and growing issue as cyber-attacks continue to escalate and succeed. Technology has enhanced record keeping, communication and teaching, but a cyber-attack on a vulnerable technology system can cripple public school operations and result in the theft of student, parent and other sensitive information, and in this pandemic situation, cripple the teaching process.

The threat is many faceted. Often overlooked is the fact that students and staff can be and are frequent sources of cybersecurity problems. School districts have spent heavily on digital devices, software and bandwidth, but little in cybersecurity.

In recognition of this growing problem, the National School Boards Association (NSBA) introduced an initiative aimed at providing community leaders, including school board members, with resources on cybersecurity. NSBA created Cyber Secure Schools, an initiative that provides information in key areas and resources. Two timely publications pertaining to this issue published by NSBA are "Data Security for Schools - A Legal and Policy Guide for School Boards," and "School Board Communication at Risk." These can be downloaded from the NSBA website.

Another source of information and assistance is CoSN, who in conjunction with Mass Networks Education Partnership in Allston, Mass. has produced the "Cyber Security for a Digital District" program. (<http://www.cosn.org/sites/default/files/8QuestionsCS.pdf>). This source contains a list of questions for administrators to ask about cybersecurity, a security self-assessment checklist and eight questions the superintendent should direct toward his/her chief technology officer.

Several policies pertain to this topic. They include the following:

- P3520.14- Cybersecurity (with an accompanying administrative regulation)
- P3520 - Data Processing Services
- P3520.1 - Information Security Breach and Notification
- P3520.11 - Electronic Information Security
- P3520.12 – Data-Based Information Management System
- P3520.13 - Student Data Protection and Privacy/Cloud-Based Issues

USDA Extends Free Meal Program: On October 9, 2020, The U.S. Department of Agriculture (USDA) announced that it would extend flexibilities to allow free meals to continue to be available to all children throughout the entire 2020-2021 school year. Specifically, USDA's move will enable school districts to continue to leverage the Summer Food Service Program (SFSP) and the Seamless Summer Option (SSO) to provide no-cost meals to all children, through June 30, 2021. Additionally, the move will permit districts to serve meals outside of the typically required group settings and meal times; waive meal pattern requirements, as necessary; and allow parents and guardians to pick-up meals for their children through June 30, 2021.

More details on this extension are accessible by clicking [here](#).

Policy Implications: Policies pertaining to food services are found in the 3542 codification series.

Source: "USDA Extends Free Meals for Kids for 2020-21 School Year," by Chris Rogers, *AASA's The Legislative Corps*, October 12, 2020.

Carrie Swain

From: KAREN HARVEY
Sent: Thursday, October 29, 2020 2:39 PM
To: Carrie Swain
Subject: Fwd: Afro/Latinx curriculum

Hi Carrie,

Please label this as "Correspondence."

Thanks,

Karen

Sent from my iPad

Begin forwarded message:

From: Warren Leach <wleach@infusedsolutions.com>
Date: October 29, 2020 at 2:31:46 PM EDT
To: Veda Harris <pharris@waterbury.k12.ct.us>
Cc: Ebrown <ebrown@waterbury.k12.ct.us>, KAREN HARVEY <khharvey@waterbury.k12.ct.us>, <jhernandez@waterbury.k12.ct.us>, <rorso@waterbury.k12.ct.us>, <cpagano@waterbury.k12.ct.us>, <mserranoadorno@waterbury.k12.ct.us>, <asweeney@waterbury.k12.ct.us>, <jvanstone@waterbury.k12.ct.us>, THOMAS VAN STONE SR. <tvanstone@waterbury.k12.ct.us>
Subject: Re: Afro/Latinx curriculum

Good afternoon,

I hope all is well. As a community organization we at the Ungroup Society have endeavored to be positive advocates for diversity in education for our youth.

We look to support the school system in any way we can

I have to say I am dismayed by the lack of interest in our offer to the school district to be a proactive partner in the collective mission of contributing to a more progressive approach to education.

It is one thing to be rejected on the merits or content of our proposal. That would be fine but it is quite another to be basically ignored.

As concerned citizens with skin in the game we had hoped to be a part of a solutions driven dynamic for the betterment of our community as a whole.

I am disappointed at the complete non response.

I am left to only surmise as to why that would be. Perhaps I am mistaken, if that is the case please enlighten me

If not perhaps a more vociferous and direct political approach is appropriate.

In any event any response at all would have expressed at least common courtesy.

Have a good day

On Wed, Jul 22, 2020, 3:44 PM Warren Leach <wleach@infusedsolutions.com> wrote:

Good afternoon Mrs.Harris.

My name is Warren Leach. I am the founder of a grassroots organization called The Ungroup Society. We are a group of concerned citizens engaged in empowering and supporting the residents of the community in which we live.

In the past we have spoken to some members of the BOA as well as specifically to members of the curriculum committee about joining the conversation and being of service in the implementation of African American / Latinx studies in the Waterbury school district. Attached is our current curriculum which has been expanded from our shorter class which was offered as an after school program.

This curriculum has been formulated by Dr. Kelly K. Hope with Waterbury students in mind, complete with a section that focuses on notable African American and Latinx leaders and influencers from our community

Please review and let us know how we can be of assistance in a collaborative effort to help the district in these trying times as well as to assist the children of color connect with their heritage and true history

Please see attached curriculum as well as Dr. Hope's credentials

Please be advised this curriculum is the property of The Ungroup Society and is the work product of Dr. Kelly K. Hope / Kelly Koren Unlimited and may not be used without the expressed written permission of The Ungroup Society

Thank you for your time and attention

Warren Leach - Facilitator

The UnGroup Society

77-79 Bishop St - Waterbury, CT 06704

(203) 510-8730

<https://www.facebook.com/The-Ungroup-Society-451996608217097/>

"More than 6 billion people live on this planet, On any given day we only need one of them to believe in us."



People Powered, Process Driven, Innovative Solutions and Technologies

22636 Davis Drive, Suite 100: Sterling, VA 20164

www.infusedsolutions.com

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Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

October 30, 2020

Volume 20 – Issue #9

Applicability of School Rules to Remote Learning Considered: School officials in some districts are considering how to apply typical school rules and discipline while students are learning remotely.

Kathleen Foody in a recent Associated Press article said, “Toys that look like weapons. Barefoot students, disruptive imagery in the background, pets roaming the room. All a clear violation of rules inside most American classrooms. But that was when most American students were actually inside schools. How do standards like these translate when everyone is logging on from home? Schools are struggling to figure it out this fall – yet another adaptation demanded of educators during the coronavirus pandemic.”

The extension of regular classroom discipline into children’s previously private spaces is cause for friction. Questions to be considered include whether students can have posters visible in the background backing social or political movements that others disagree with or find racist; can clothes be worn at home that are banned from classrooms; how should a teacher respond when a student says or does something that the instructor deems rude, offensive or threatening?

School administrators in Colorado, Maryland and Pennsylvania asked police to investigate separate incidents of toy guns, BB guns and a suspected rifle visible on video feeds from students’ homes. As a result, complaints concerning overreacting were raised. In another district it was reported that an investigation was promised when a high school student shouted racial slurs during a virtual class session. Actions against teachers have also been reported based upon posters seen in the virtual classroom.

“So many of our legal standards for speech at school are based on the notion that there’s a limited expectation of privacy when you’re at school, and certainly the expectation of privacy in your own home is much more expansive,” says Miranda Johnson, Director of the Education Law and Policy Institute at Loyola University. “I think, under the circumstances, we have to be really mindful of the ways in which discipline is extending into the home environment,” she says. She recommends that school leaders evaluate whether a student’s action disrupts learning; and if it does, look for a way to address it one on one.

The lines between the school classroom and remote learning are blurred. Standards that were readily accepted inside school classrooms have prompted pushback in some communities. Parents and teachers have used social media to mock lists of rules about wearing shoes, keeping pets out of view or banning food and drink during virtual lessons. They believe school has gone too far and reached into private spaces.

Schools around the country using remote learning during the pandemic crisis are taking various approaches to rules and discipline. Some have created new policies; others have decided existing rules for student conduct would be enforced, including dress codes. However, exclusionary disciplinary methods such as suspension and expulsion should not be the primary disciplinary methods used.

This uneasy line-blurring between school and home, and the application of rules in a manner that's appropriate for extraordinary times is temporary. Few students or educators expect a different approach to classroom rules when in-person learning again becomes the norm. Until then, teachers, regarding discipline, will have to navigate an uncertain, constantly shifting educational landscape.

Source: "When School is Home and Home is School, Which Rules Prevail?" by Kathleen Foody, Associated Press, *Education Week*, 10/13/20.

Policy Implications: A new optional policy, #5131.42, "Virtual/Remote Learning Code of Conduct," pertains to this topic. See the following discussion.

Virtual/Remote Learning Code of Conduct Available: A district's student code of conduct and behavior expectations do not change with remote teaching and learning. The student code of behavior applies to all students regardless of the instructional delivery system. Students working in a remote learning environment should be held to the same standards of conduct and behavior contained in board of education policies pertaining to discipline and outlined in student handbooks.

In order to help ensure that all students and their families understand the behavioral expectations and norms for an online environment, boards of education may want to consider the adoption of a new policy addressing this unique situation. The policy addresses student's online interactions with district teachers and staff, as well as other student's actions and brings renewed attention to district existing policies pertaining to acceptable computer use, social media, data security and electronic communications.

Policy Implications: A new policy, #5131.42, "Virtual/Remote Learning Code of Conduct," has been developed for your consideration. Two versions of this new policy are available upon request by contacting the CABE Policy Service. In addition, the samples have been posted on the CABE website in the member section under "Hot Topics in Policy."

Policies Pertaining to COVID-19 Added to Core Manual: It is the current practice of the CABE Policy Service to place on the CABE website, in the member section, the new policies developed as a result of the current COVID-19 pandemic situation. These policies are and will continue to be placed in the "Hot Policy Topics" section of the website. In addition, they are now a part of the CORE manual, also available on the CABE website.

The policies that are now available in both locations include the following:

- #2140.1 Superintendent Succession
- #3516.6 Operations of Schools during COVID-19 Pandemic
- #4118.237 Face Masks (Personnel)
- #5131.42 Virtual/Remote Learning Code of Conduct

- #5141.8 Face Masks (Students)
- #4113.6/4213.6 Remote Work/Telecommuting/Telework
- #4118.238/4218.238 Travel Advisory/Quarantine
- #6114.8 Pandemic/Epidemic Emergencies
- #6114.81 Emergency Suspension of Policy during Pandemic
- #6114.82 COVID-19 Emergency Measures
- #93231.2 Electronic Board of Education Meetings
- #9223 Board Succession Planning

These, as well as other related policies, are always available upon request by contacting the CABE Policy Service.

Reminder Issued for Need for Title IX Policy, Grievance Procedure, Training: The new Title IX federal regulations addressing sexual harassment in the schools became effective August 14, 2020. The new regulations define sexual harassment as conduct on the basis of sex that satisfies one or more of the following:

1. An employee conditioning an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct. (*quid pro quo* sexual harassment.)
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or
3. *Sexual assault, dating violence, domestic violence, or stalking*, as these terms are defined in the federal Violence Against Women Act.

Districts are required to respond promptly, in a manner that is not deliberately indifferent, to actual knowledge of sexual harassment in an education program or activity of the district. The new rules provide that notice of potential sexual harassment by any employee of the school district is sufficient to trigger the district's duty to respond.

In order to be in compliance with the new regulations, districts need to replace their previous policy. Employees in the district should be trained to recognize potential sexual harassment. Title IX Coordinators and other employees involved in the formal complaint process (investigators and decision-makers) must also be trained on the definition of sexual harassment and other specific topics listed in the regulations. As previously indicated, CABE has developed and made available new Title IX policies and administrative regulations applicable to staff (#4000.1) and to students (#5145.44).

The Office of Civil rights (OCR) has indicated that the new regulations are currently applicable regardless of the type of instructional model districts are using during the current pandemic crisis.

Districts are urged to adopt a new Title IX policy and accompanying administrative regulation as soon as possible.

Policy Implications: The new Title IX policy samples, #4000.1 (Personnel) and #5145.44 (Students) are available upon request. They are also available on the CABE website in the Core Manual and in the member section titled “Hot Topics in Policy.”

Food for Thought:

“The pandemic and protests of the past several months have shone an especially bright light on persistent inequities in our public school systems and generated a broad consensus that school districts must not return to business as usual.”

Source: “A Teaching-and-Learning Approach to Principal Supervision,” by Meredith Honig and Lydia Rainey in *Phi Delta Kappan*, October 2020 (Vol. 102, #2, pp. 54-57)