



MEMORANDUM

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

**DATE:** December 3, 2019

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

**SUBJECT:** Notice of Committee Meetings – Thursday, December 5, 2019,  
5:30 p.m., Duggan School  
Notice of Regular Meeting – Thursday, December 19, 2019  
6:30 p.m., Waterbury Arts Magnet School Atrium



The Committees of the Board of Education will meet on Thursday, December 5, 2019, 5:30 p.m., Duggan School, 38 West Porter Street, Waterbury, Connecticut.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

- 1. Committee of the Whole/20 minutes ~ Principal’s Report (no backup) – Dr. Patricia Frageau.

PUBLIC SPEAKING

- 2. Committee of the Whole/10 minutes ~ WTA Contract Reopener – T. Shaw.
- 3. Committee of the Whole/2 minutes ~ Request approval of a College Facility Request/Reservation Agreement with Naugatuck Valley Community College – J. Epperson.
- 4. Committee of the Whole/5 minutes ~District Parent Engagement Report – M. Marold.
- 5. Committee of the Whole/5 minutes ~ Discussion: 2020/21 and 2021/22 School Year Calendars – W. Zhuta.
- 6. Committee on Finance/3 minutes ~ Request approval of a Contract with Presidio for Endpoint Protection services – W. Zhuta.
- 7. Committee on Finance/3 minutes ~ Request approval to apply for the Public Educational and Governmental Programming and Education Technology Investment Account (PEGPETIA) Grant Program (CT DEEP, CT PURA) – L. Allen-Brown, W. Clark, Will Zhuta.
- 8. Committee on Finance/3 minutes ~ Request approval of a State of Connecticut Purchase of Service Contract for the Support for Pregnant and Parenting Teens, Women, Fathers, and Their Families (SPPT) Program (**consensus needed**) – J. Gorman.
- 9. Committee on Finance/3 minutes ~ Request approval of a contract with Institute of Professional Practice, Inc. for students with disabilities – E. Skoronski.
- 10. Committee on Finances ~ FYI - October Monthly Expenditure Report – D. Biolo.

11. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – W. Clark.
12. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Clark.

**13. SUPERINTENDENT’S UPDATE TO THE BOARD**

14. Superintendent’s Notification to the Board/5 minutes:

a. Athletic appointments:

Hagley, Katlyn – KHS Assistant Indoor Track Coach, effective 12/05/19.  
 Arroyo, Alyssa – WHS Head Softball Coach, effective 03/21/20.  
 Guerrero, Nona – WHS Head Cheerleading Coach, effective 12/3/19.

b. Grant Funded appointments:

Goldberg, Shoshana – Instructional Tutor, Bais Yaakov, \$25 p/hour, part-time, non-union and without benefits, funded by Title 1.

c. Teacher new hires:

<u>Name</u>		<u>Assignment</u>		<u>Effective</u>
Auen	Amanda	Duggan	English/LA	01/6/2020
Brown	Jennifer	Wilson	Lib. Media Spec.	12/12/2019
Masayda	Rebecca	Annex/Bucks Hill/ Gilmartin	SLP	11/18/2019
Mayo	Colin	Driggs/Kingsbury	Music	12/05/2019
Morhous	Jennifer	WCA	Special Ed	12/05/2019
Pratt	Lena	West Side	ELA	11/21/2019
Rashiti	Miradije	Crosby	Social Studies	11/21/2019
Reinholz	Erica	Regan/Washington	Lib. Media Spec.	11/18/2019
Ruggiero	Rebecca	Bunker Hill	Music	11/18/2019
Sampt	Krystle	Bucks Hill Annex	Pre-K	10/18/2019
Selmanaj	Fabian	Duggan	Math	09/23/2019
Vinca	Valmira	Reed	Gr 2	11/08/2019
Volpe	Elvira	Kennedy HS	Social Studies	12/02/2019

d. Resignations:

Byer-Alcorace, Alexis – CHS Speech/Language Pathologist, eff. 12/20/19.  
 Conway, Michael – KHS Tech Ed, effective 01/03/20.  
 Pandolfi, Erica – Bunker Hill Special Education, effective 12/13/19.  
 Perosino, Diana – WMS Math, effective 12/20/19.  
 Perugini, Gianni – WAMS PE/Health – effective 12/20/19.  
 Ricard, Deborah – WSMS Special Ed, effective 12/03/19.  
 Richter, Tania – WMS Math, effective 11/15/19.  
 Risk, Lyndsey – Hopeville Grade 1, effective 11/26/19.

e. Retirements:

Dubois, Donna – WHS PE, effective 11/30/19.  
 Morrissey, Sean – Kingsbury Grade 5, effective 12/20/19.

15. Committee of the Whole/60 minutes ~ Strategic Planning – CT Center for School Change.

**EXECUTIVE SESSION**

**ADJOURNMENT**

ATTEST:   
 Carrie A. Swain, Clerk  
 Board of Education



SECOR, CASSIDY & MCPARTLAND, P.C.

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MEMORANDUM

**To:** Waterbury Board of Education

**Date:** December 3, 2019

**Re:** WTA -and- BOE Collective Bargaining Agreement

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Enclosed please find a proposed successor Collective Bargaining Agreement (“contract”) between the Waterbury Teachers’ Association 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 34, Section 2**

July 1, 2019 – June 30, 2023\*

*\*the parties’ entered negotiations pursuant to the reopener language in the 2019-2022 contract in order to negotiate wages and insurance for years 2 & 3. During the ensuing negotiations, the parties agreed to various terms outlined below and further, agreed to extend the contract for an additional year, making this a four (4) year contract.*

**Wages:**

**Appendix A**

During these negotiations the parties agreed to revise the existing salary schedule to make it more cost-effective. Under the prior salary schedule, the projected cost of step advancement was between 3.5%-3.9% depending on the year and teaching census. Under the revised salary schedule, the cost of step advancement is projected between 2.73%-2.48% depending on the year and teaching census. Based on the revised salary scale construction it becomes more cost effective over the course of the agreement after the initial transition and equity adjustment.

In negotiating the revised salary schedule, the District focused, in large part, on changes that promote its recruitment and retention efforts with respect to entry level teachers. These goals were articulated by the Mayor and the Superintendent and were accepted by the Union negotiating team in the settlement. Waterbury’s entry level salaries have historically lagged

behind the urban comparators. Thus, in addition to making the salary schedule more cost-effective, the revised salary schedule reflects increases to the entry level salaries. In part, this 'equity adjustment' was accomplished by consolidating the BA and BA+15 degree lanes on the revised salary schedule.

2019-20 (Year 1): Wage Freeze (Part of Arbitration Award dated January 17, 2019)

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

- Projected percentage increase of step advancement in Year 2 = 2.73%
- Projected cost of Year 2 = \$2,876,056

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

- Projected percentage increase of step advancement in Year 3 = 2.55%
- Projected cost of Year 3 = \$2,784,045

2022-23 (Year 4): Step Advancement for all teachers

- Projected percentage increase of step advancement in Year 4 = 2.48%
- Projected cost of Year 4 = \$2,821,743

**Total Projected % increase of wage package over 4 years = 7.76%\*\***

*\*\* Including the cost of migration to the revised salary schedule, the total projected % increase of the wages for this 4-year contract is 8.93%.*

- CABE reports that teacher settlements for a three (3) year contract average a total projected increase of 8.99% across other school districts.

### **Insurance: Article 26**

2019-20 (Year 1): No Changes to current plan designs, premium cost share or deductible funding.

2020-21 (Year 2): No Changes to current plan designs, premium cost share or deductible funding.

- ESI-AUM (Express Scripts' Advanced Utilization Management) in effect on July 1, 2020. The ESI-AUM program is designed to eliminate waste and ensure that covered persons on City health plans are being prescribed medications approved to treat their respective, diagnosed conditions. There is also an opioid abuse component of the ESI-AUM program.

2021-22 (Year 3): No Changes to current plan designs, premium cost share or deductible funding.

2022-23 (Year 4): No Changes to current plan designs or premium cost share.

- City reduces its funding of employee HSA deductibles from 50% to 45%.
- Projected cost avoidance in Year 4 = (\$188,300)

**2019-2023**

**WRITTEN AGREEMENT**

**BETWEEN**

**THE WATERBURY**

**BOARD OF EDUCATION**

**AND**

**THE WATERBURY**

**TEACHERS' ASSOCIATION**

**CEA – NEA**

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## **ARTICLE 1 INTRODUCTION**

¶ 1. **Section 1.** This Agreement is negotiated pursuant to Sections 10-153 (a) through 10-153 (g) of the Connecticut General Statutes, as amended, which Sections are hereinafter referred to as the Teacher Negotiation Act.

¶ 2. **Section 2.** The parties hereto recognize their unique and complementary roles, and their mutual commitment to the goals of providing a suitable program of education experiences for each student, and continually improving the achievements of all students. The Board and WTA recognize the importance of stimulating responsible participation of the professional staff and others in the community in discussing the policies and actions that will help achieve these goals.

¶ 3. **Section 3.** Subject to the provisions of Section 10-153 (b) of the Connecticut General Statutes, as amended, the Board agrees not to recognize any teachers' unit other than the WTA, for the duration of this Agreement.

¶ 4. **Section 4.** This Agreement shall not limit or contravene the authority of the Board of Education (the "Board") as provided by Connecticut and federal law and the Charter of the City of Waterbury (the "City"), except that the Board shall be deemed to have exercised its authority for the duration of this Agreement in the manner specified in the specific provisions of this Agreement. It is to be also understood that the Board shall not exercise any of its legal authority or power so as to contravene a specific provision of this Agreement, and it is further understood that any previously adopted policy, rule or regulation of the Board which conflicts with a specific provision of this Agreement shall be deemed to be effectively superseded and replaced by such specific provision of this Agreement as of the effective date of this Agreement. Unless otherwise specifically prescribed by a specified date which is prior to July 1, 2019, 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 applicable law shall be fully reserved to the Board, except in those areas and to that extent as such are in conflict with a specific provision of this agreement in which case the specific provisions of this Agreement shall control, unless that specific provision of the Agreement shall have been ruled illegal by a court of competent jurisdiction.

¶ 5. **Section 4(a).**

The parties hereto recognize and agree that recent educational reform legislation, including but not limited to Public Act 12-116 (the "Act"), imposes a framework for reform on the school district. The parties herein acknowledge the framework set forth in the Act and agree to faithfully abide by the terms prescribed therein, which include but are not limited to reforms linked to Waterbury's "Alliance District" designation and related school performance categories (Turnaround, Focus and/or Review Schools). The parties acknowledge that the Board of Education has a right and an obligation to incorporate these reforms and any other state or federally mandated reforms into the district's education model during the term of this Agreement.



¶ 6. The parties further agree to bargain over any impact/s related to the Board's efforts to comply with any and all provisions of the Act. However, nothing herein shall be intended to modify or extinguish the rights and/or responsibilities of the parties as governed by any and all current and future legislation. Moreover, this clause shall not be construed in any way as operating to extinguish or modify any of the other terms and/or conditions outlined within the Collective Bargaining Agreement, except by express mutual agreement of the parties.

¶ 7. **Section 5. Definitions** - The following definitions are applicable to this Agreement unless the context of the usage in any given Article or Section indicates otherwise:

¶ 8. (a) The term "parties" shall mean the Board and the WTA.

¶ 9. (b) The term employee and/or teacher shall include certified teachers and other certified professional educators, who are included in the bargaining unit described in Article 2, Section 1 hereof.

¶ 10. (c) The pronoun he, his, him shall be defined to include the pronoun she, her/hers, her.

¶ 11. (d) The term "Association" or "WTA" shall mean the Waterbury Teachers' Association.

¶ 12. (e) When the term "Board of Education" is used it shall be understood that the Board acts through agents, specifically, the Superintendent is an agent for the Board in certain instances and such instances shall be made known to the WTA in writing.

¶ 13. **Section 6.** All salaries and other conditions of employment are set forth in this Agreement. Any unilateral change of salaries or other conditions of employment are hereby prohibited. Any agreement entered into by the Board or any administrator acting on its behalf and any member of the bargaining unit, without the knowledge or consent of the Association, shall be null and void if and to the extent it purports to modify or is in conflict with this Agreement, and shall not be used as a precedent by either party to this Agreement.

¶ 14. **Section 7.** Any teacher who regularly works a part-time schedule of .49 FTE or less shall be paid on a pro rata basis at the appropriate step of the salary schedule, and shall be ineligible to receive any benefits other than those required by law. Any teacher who regularly works a part-time schedule of .50 FTE or greater shall be eligible to receive all benefits paid to full-time teachers.

## **ARTICLE 2 RECOGNITION**

¶ 15. **Section 1.** Subject to, and in accordance with the provisions of said Sections 10-153 (a) through 10-153 (g) of the Connecticut General Statutes, as may be amended from time-to-time, the Board recognizes the WTA for purposes of professional negotiations as the exclusive representative of all persons employed by the Board in positions requiring a teaching or special

services certificate regardless of the funding sources of such positions, including the positions of homebound teacher, federal grants teacher and continuing adult education teacher provided these positions are full time and the teaching work is done during the normal school day, and Teaching Vice-Principal.

¶ 16. **Section 2. Status of Substitute Teachers, DSAP Holders and Tutors**

¶ 17. a) Whenever a substitute teacher, who is regularly certified for the work being done, fills a position for at least forty (40) days in the same assignment, he/she shall be paid at a per diem rate equal to the salary of a teacher placed on Step 1 of the bachelor degree schedule currently in effect, divided by the number of work days in the work year, for work performance in the same assignment after forty (40) consecutive days. However, such substitute shall receive no other benefits under this contract. Such substitutes will be considered for full time positions but will be given no special preference. If such teacher is hired into a full time position, then they will begin normal progression through the salary schedule.

¶ 18. b) In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

¶ 19. 1) A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.

¶ 20. 2) The Board shall have the right, in its sole discretion, not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

¶ 21. 3) DSAP holders shall have no bumping rights or recall rights under this Agreement.

¶ 22. c) Employees hired as tutors in positions requiring certification, but not holding a regular teaching position, shall receive the hourly rate of pay specified in this Agreement, but shall not be entitled to any other rights or benefits under this Agreement. Such tutors shall, however, be subject to the Dues Deduction and Grievance Procedure articles of this Agreement.

¶ 23. d) Any retiree holding a regular teaching position shall be considered a teacher under this Agreement.

¶ 24. **Section 3.** During the terms 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 Teachers' Negotiating Act, as amended.

### **ARTICLE 3 EMPLOYMENT DAY AND YEAR**

¶ 25. The Board, in its sole discretion, may change the school day (that is, the reporting time for the teacher to the school grounds in the morning and the time in the afternoon when the teacher is free to leave the school grounds) and/or the teachers' work year, including instructional and/or non-instructional time. If the Board increases the school day, work day, school year, or work year, the parties shall bargain over the impact of such change over which bargaining is required pursuant to Conn. Gen. Stat. § 10-153, if any.

¶ 26. **Section 1.** The Superintendent shall compile the school calendar of at least one hundred eighty-six (186) days exclusive of storm or emergency days preceding June 30, and shall discuss said calendar with selected members of the WTA and the Curriculum Committee of the Board prior to forwarding it to the Board for approval.

¶ 27. Four (4) of the above referenced days shall be full-day non-teaching workshop days. These four (4) workshop days shall include Professional Development.

¶ 28. **Section 2.**

¶ 29. a) The work day for Elementary Schools, Kindergarten through Grade 5 shall be no less than seven (7) hours in duration.

¶ 30. b) Teachers who service two (2) or more Elementary Schools per day shall work the same number of hours as other Elementary School teachers and those hours shall be consecutive where possible. There shall be no 8:30-9:30 combinations. If possible, 8:30 and 9:00 combinations and 9:00 and 9:30 combinations shall be eliminated.

¶ 31. c) The work day for Middle Schools, Grades 6 through 8, and High Schools, Grade 9 through Grade 12 shall be no less than seven (7) hours in duration.

¶ 32. d) Unless altered by the Board in the exercise of its authority to modify the starting and ending times of the work day for teachers, teachers in the K-5 Schools shall be required to report to work fifteen (15) minutes prior to the commencement of the teaching day and during such fifteen (15) minute period, the teachers shall be in their classrooms or otherwise engaged in the preparation of work for the teaching day or their work area; teachers in the Middle Schools and in the High Schools shall be required to report to work twenty (20) minutes prior to the commencement of the teaching day and during such twenty (20) minute period, the teachers shall be in their classrooms or otherwise engaged in the preparation of work for the teaching day or their work area. Teachers in the K-5 schools shall be required to remain in their respective schools for fifteen (15)

minutes, subject to “early departure” if it is granted by the Principal; teachers in the High Schools and the Middle Schools shall be required to remain in their respective schools for fifteen (15) minutes, subject to “early departure” if it is granted by the Principal. During the said fifteen (15) minutes, or twenty (20) minutes, before the commencement of the teaching day and the said fifteen (15) minutes subsequent to the official close of the school day, as aforesaid, teachers shall be responsible for enforcement of school rules and Article 8, Section 6 shall be applicable. A teacher shall schedule parent conferences within the work day or at the official close of the school day.

¶ 33. When the K-5 schools go to a seven hour day, if any of the additional time is teaching (student instruction) time, the “before” and “after” times will be at least the same as the high schools and middle schools. However, if none of the additional time is teaching (student instruction) time, then all the additional time shall be added to the “after” time, unless otherwise mutually agreed by the Superintendent and the WTA.

¶ 34. e) The Superintendent or his/her designee may schedule up to four (4) days of orientation for newly-employed teachers. For any workshop days scheduled, an agenda shall be posted in all school buildings approximately two (2) weeks prior to said workshop.

¶ 35. f) An employee shall work the basic “school calendar year” as described in this Article, exclusive of storm or emergency days.

¶ 36. g) A principal may, if he/she desires, schedule mandatory staff meetings. Such meetings shall not be called more than twice a month and shall not be scheduled on a Friday afternoon or on the afternoon of any day preceding a scheduled day off, a holiday, or a vacation. Building principals shall prepare and publish no later than October 1<sup>st</sup> of the school year a staff meeting schedule for the entire school year calendar. The meetings shall include, but not be limited to, school business issues. Agendas for monthly meetings shall consider, but not be limited to, data teams, staff collaboration, EIP and PBS. Except in emergency situations, at least forty-eight (48) hours notice will be given. The meeting shall be for a reasonable time not to exceed one (1) hour before or after wrap-around time. Staff meetings shall not be scheduled on emergency and/or unscheduled early dismissal days. In addition to these meetings, teachers may be required to attend up to two (2) additional mandatory staff meetings per year. The principal, vice principal or any central office administrator may call these additional meetings. Meetings over and above those described herein can be called only in emergency situations.

## **ARTICLE 4**

### **ASSIGNMENTS AND TRANSFERS**

¶ 37. **Section 1. Assignments and Transfers Defined**

¶ 38. a) As used below, the term “transfer” shall mean a change in assignment to a different school, a different grade level (in the case of elementary teachers), a different department (in the case of secondary teachers), or a different position within a certification.

¶ 39. b) As used below, the term “assignment” shall mean the building(s) (for itinerant teachers) and either grade level (for elementary school teachers) or department (for all other teachers), at which the teacher performs his or her instructional duties.

¶ 40. c) Teachers shall be notified in writing no later than June 15<sup>th</sup> of their grade level(s), subject area(s) and building assignment for the following fall. If an assignment is changed following the notification, the affected teacher and the WTA president shall be notified of the change in writing as soon as possible. Teachers newly hired by the Board shall receive their assigned building(s), grade and/or subject assignments from the Director of Personnel or his or her designee. Teachers shall have access to tentative class lists/rosters one week prior to the first work day as scheduled by the Board of Education.

¶ 41. d) Seniority shall be defined as the length of continuous service within the bargaining unit as of the effective date of employment. If the effective date of employment is equal, then the date on which the teacher signed his/her Teaching Contract shall be used to determine the order of seniority. In the event that the date of employment and the date of contract signing are the same, the order of seniority shall be determined by lot. A WTA representative shall be present. Continuous service shall mean uninterrupted service within the bargaining unit. Teachers on leave of absence other than sick leave (paid or unpaid) and sabbatical leave shall not accrue seniority for the time on leave, but, authorized leaves of absences shall not interrupt accumulation of continuous service.

¶ 42. **Section 2. Voluntary Transfers**

¶ 43. a) Teachers who desire a change in grade and/or subject assignment within their present building shall speak to the principal and/or immediate supervisor. A building principal may agree to internal shifts within a school with the intent that only the final vacancy, after completion of such shifts, shall be posted.

¶ 44. b) Any teacher who wishes to transfer into a vacant position must make application to the Superintendent or his/her designee, in writing, within ten (10) days of the posting of the vacancy by the Personnel Department.

¶ 45. c) In determining whether to grant the transfer, the Superintendent or his/her designee shall apply the following:

- i) Qualifications and certification of the teacher,
- ii) Citywide seniority,
- iii) Experience in the discipline and/or grade level and/or building,
- iv) The programming needs and educational interest of the district students

v) Anticipated availability of qualified external candidates

¶ 46. d) The Superintendent or his/her designee may defer a decision regarding a voluntary transfer for 20 additional school days from the original closing date if there are an insufficient number of suitable candidates.

¶ 47. e) A decision regarding voluntary transfer may be appealed pursuant to the grievance procedure. However, any review of such decision shall be limited to the issue of whether the decision was made in good faith (*i.e.*, not arbitrary or capricious or without rational basis in fact).

¶ 48. **Section 3. Involuntary Transfers**

¶ 49. a) When a teacher is transferred involuntarily due to school closings, class elimination or similar reorganization, it shall be to a position for which the teacher is certified and to a comparable position if possible. Such involuntary transfers and/or reassignments shall be based on the length of full-time, continuous service in that school, house, or department. If the amount of this service is equal, then the decision shall be based solely on citywide seniority.

¶ 50. b) In all involuntary transfers other than those due to school closings, class elimination, or similar reorganization, the greater length of full-time, continuous service in the Waterbury School System shall be a consideration.

¶ 51. c) An involuntary transfer shall be made only after a meeting between the teacher involved, the Superintendent or his/her designee, and if requested, the WTA president or his/her designee, at which time the teacher shall be notified in writing of the reason for the transfer.

¶ 52. d) A decision regarding involuntary transfer may be appealed pursuant to the grievance procedure. However, any review of this decision shall be limited to the issue of whether the transfer was made in good faith (*i.e.* not arbitrary or capricious or without rational basis in fact).

¶ 53. e) If a teacher is transferred due to the elimination of his/her position, and such position subsequently reopens, the teacher shall be so notified and shall be given seven (7) calendar days within which to elect to return to such position. If such election is made during a school year, the Board may decide to return the teacher to the position the next succeeding opening of school, using a “paper transfer” as defined in Section 4 of this Article.

¶ 54. **Section 4. Other Vacancies**

¶ 55. Vacancies or new positions that occur subsequent to any adjustments made in July and/or August or due to compliance with the language of this Agreement shall be adequately publicized by postings in each school and department, and filled within forty-five (45) days of the

occurrence of said vacancy, except that actual assumption of duties by a teacher who has been selected to fill the posted position may be deferred by action of the Board until the next succeeding opening of school if, in the view of the Board, immediate assumption of duties would cause undue disruption of the education program. This will be deemed a “paper transfer” for the remainder of the school year.

**¶ 56. Section 5. Administrative and Supervisory Positions**

**¶ 57. a)** All openings for Supervising Vice Principal and Teaching Vice Principal positions shall be adequately publicized by posting electronically to teachers and hard copy in every school as far in advance as possible and ordinarily at least ten (10) days in advance of the appointment, excluding vacations. The qualifications necessary for applying for the position as well as the remuneration to be paid, shall be included in the posting. Such posting notices shall be initialed in each school by the WTA Building Representative so as to indicate the date of posting.

**¶ 58. b)** All qualified teachers shall be given adequate opportunity to make application for such positions. If, in the determination of the Superintendent, the qualifications of applicants are substantially equivalent, the preference shall be given to qualified teachers employed by the Board. The Superintendent or his/her designee from central office shall select the successful applicant from among all qualified applicants. The Superintendent or his/her designee from central office shall select the applicant who, in the Superintendent or his/her designee’s sole discretion, best serves the needs of the school district and the children to be served by the applicant. The decision of the Superintendent shall be final and shall not be subject to the grievance procedure.

**¶ 59. c)** The position shall be advertised within ten (10) school days immediately following the existence of the vacancy or the existence of a new position unless such position is eliminated and shall remain posted for at least ten (10) school days. The position shall be filled in accordance with a timeline to be established by the Superintendent or his/her designee from central office.

**¶ 60. d)** This provision shall in no way limit the Board’s power to eliminate any position.

**¶ 61. e)** During the posting and appointment period referred to above, the Board may temporarily fill the position by a temporary appointment but such temporary appointment shall not last longer than thirty (30) days unless no qualified applicants are available. Any permanent appointment shall not be made on the basis of experience gained as a temporary appointee.

**¶ 62. f)** Ordinarily no examination shall be scheduled during the months of July or August; the determination of the meaning of the term “ordinarily” shall be based upon the needs of the school system and the necessity of filling a vacant administrative position, (which became vacant during the months of May or June without the prior knowledge of the Board). If a vacancy does occur during the said months of May or June (and there is no eligibility list for the said vacant position) then the posting (for a July or August examination) shall state:



- (i) The date within a day or two of the written portion of the examination, if any, and
- (ii) All examinations no matter when scheduled shall comply with the stipulations set forth in Section (f) hereof.
- (iii) The date within two (2) weeks of the oral portion of the examination, if any.
- (iv) The only requirement to be eligible to take an examination, regardless of the position, shall be that the applicant possesses a state certificate for said position from the State Board of Education.

¶ 63. g) Every Civil Service Examination for a vacancy in a said currently existing or newly created administrative or supervisory position (referred to in Section (a) hereof) shall be open competitive, except for the position of Teaching Vice-Principal. The Teaching Vice-Principal position shall be filled by a promotional examination.

- (i) Anyone who takes an examination for an administrative position shall have the right to review the written and oral portions of said examination.
- (ii) Any employee who serves in an administrative position in an “acting” capacity, chosen from the civil service list, shall receive credit for such time served in the grading of his examination.
- (iii) The above Section (g)(ii) shall not be effective until the Board and the WTA mutually agree, in writing, that the promotional impasse relative to certain administrative positions and civil service examinations and lists, is resolved.

¶ 64. h) In the event that there are three (3) or more candidates on an eligibility list for a vacant administrative position (that is, the currently existing or newly created administrative or supervisory positions referred to in Section (a) hereof), then the Personnel Director shall certify to the Board the names of the three (3) highest ranking candidates on said list in alphabetical order and the Board may select and appoint any one (1) of the three (3) persons whose names appear on the said alphabetical list to the said vacant administrative position.

¶ 65. **Section 6. Work in a Higher Classification.**

¶ 66. Any teacher required to work in a higher classification for more than ten (10) consecutive days or fifteen (15) cumulative days during the school year shall be paid at their current rate or at the base rate of the position to which the teacher is assigned in the higher classification, whichever is higher, for the duration of such assignment. Any teacher required to work in a higher classification as per the provisions of this Section shall be considered to remain a member of this bargaining unit for all purposes, except for the amount of the base salary for the time that the teacher is required to work in a said higher classification.

¶ 67. **Section 7.** Whenever the Board assigns an employee to a position which requires activity performed subsequent to, or extra to, the normal academic day, only a qualified employee shall be so assigned; provided, however, if there is no qualified employee available, the Board may assign a qualified non-bargaining unit person to the said position or activity.

¶ 68. **Section 8.** Students designated as “homebound” shall be taught by the homebound teachers who will grade and correct materials completed by the student in a timely manner. There shall be continual collaboration between the homebound teachers and the classroom teacher regarding course work and grades. The classroom teacher shall loan textbooks, share weekly lesson plans, and other instructional materials as deemed appropriate to ensure that the course content is met. The homebound teacher shall submit the student work portfolio and proposed grade to the classroom teacher by the close of the marking period. Report card grades will be submitted by the classroom teacher after agreement with the homebound teacher.

## ARTICLE 5 CLASS SIZE AND NUMBER OF CLASSES

¶ 69. The following rules concerning class size shall be effective for the duration of this contract where feasible.

¶ 70. **Section 1(a).** Grades K-12—For the purposes of conducting classes, class sizes shall be set forth below:

<u>Grade</u>	<u>Goals</u>	Maximum Per <u>Classroom</u>	<u>Inclusion</u>	<u>Co-Taught</u>
Pre-K	18	18	20	21
K	20	20	22	23
1	20	24	26	27
2&3	20	25	27	28
4	25	28	30	31
5	25	28	30	31
6-7-8	25	28	30	31
High School	25	28	30	31

¶ 71. “Goal” shall mean the most desirable level; the target which the parties strive to reach.

¶ 72. “Maximum Per Classroom” is defined as the highest class size level for which no action shall be required that any classroom can reach. Classes that exceed the maximum per classroom shall be addressed initially by October 1 of that school year. After October 1, any teacher whose class size exceeds the maximum listed in Section 1(a) above for more than ten (10) consecutive days shall report the overage to the principal or his or her designee.

¶ 73. **Section 1(b).**

When the maximum per classroom listed in Section 1(a) is exceeded by four (4) students or less, the Board shall address the overage, with the Board maintaining exclusive discretion to select one of the following actions : 1) transfer students to alternate buildings; 2) add a classroom aide to the classroom during the period or periods of each day when the number of students in the

classroom exceeds the maximum listed above; 3) relieve the teacher of some or all non-teaching duties provided that no other teacher shall be required to perform duties in excess of those permitted in Article 8 except this action shall not be used to address overages for elementary teachers; 4) open a classroom. The Board shall have fifteen (15) school days to implement one or more of the remedies listed above and may switch among them as certified and non-certified staff become available.

After December 1<sup>st</sup> of any given school year, if a K-5 classroom teacher's class exceeds the maximum by four students or less, for five (5) consecutive school days, the Board may elect any of the above actions, or the Board may elect to pay the affected teacher a stipend of fifteen dollars (\$15) per student per day thereafter, for all remaining scheduled student contact days that the overage exists. If, at any time after December 2<sup>nd</sup>, a student transfers out of District and/or does not attend school for at least seven (7) consecutive school days, said student shall no longer count towards the classroom overage threshold triggering the aforementioned overage option and any corresponding payment obligation.

¶74. If the Board fails to take any of the above-described actions within fifteen (15) school days after the reporting of the overage, the affected teacher or the Association may file a grievance regarding the overage. Said grievance shall proceed in accordance with the rules of the American Arbitration Association for expedited arbitration. The Arbitrator shall fashion an appropriate remedy.

¶ 75. If the class size maximum listed above is exceeded by five (5) students or more for seven (7) or more consecutive days, the teacher or WTA may file a grievance and said grievance shall be presented directly to the Board. A public hearing shall be held before the Board within ten (10) school days and a written decision shall be issued by the Board within two (2) days following the hearing. If not resolved satisfactorily by the Board, the teacher or the WTA may file a grievance and said grievance shall proceed in accordance with the rules of the American Arbitration Association for expedited arbitration. The duly appointed Arbitrator shall be empowered to fashion an appropriate remedy as provided and limited in the preceding paragraph.

¶ 76. **Section 1(c).** Unified Arts teachers, whose class sizes are determined by stations, shall not be assigned more students than stations designated for that specific subject area or area of instruction within that subject area. Teachers whose classes exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedures set forth in Section 1(a) and (b) above.

¶ 77. **Section 1(d).** Class size for Family and Consumer Services, Technology Education and Music will be in accordance with guidelines established by the State Department of Education and/or the number of stations available (see Sections 1(c) and (f) of this Article). Teachers whose classes exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedures set forth in Section 1(a) and (b) above.

¶ 78. **Section 1(e)**. Computer and business/office machines classes and computer lab classes will be scheduled for the number of available machines in each classroom and shall not, in any case, exceed the High School class sizes and/or teacher/student loads. Teachers whose classes exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedures set forth in Section 1(a) and (b) above.

¶ 79. **Section 1(f)**. Stations - In classes set by stations, the number of students per class shall not exceed the number of stations. Exceptions to the above may be done only with the approval of the involved teachers and prior notification to the WTA and the Board. If after a reasonable time, the teacher wishes to withdraw the approval, the principal will then reassign the extra students. Teachers whose classes exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedures set forth in Section 1(a) and (b) above.

¶ 80. **Section 2**. The class size data shall be made available to the Association upon request.

¶ 81. **Section 3(a)**. No K-5 Resource Teacher shall be assigned a class of more than ten (10) students in any one period, or total case load of students for whom the Resource Teacher serves as case manager in excess of thirty (30) students, except that such teachers may have a total case load of students for whom the Resource Teacher serves as case manager of up to thirty-two (32) until October 1 of each year. No Speech Language Pathologist shall be assigned a total case load in excess of fifty (50) students, except that such teachers may have a total case load of up to fifty-two (52) until October 1 each year. If a full time Speech Language Pathology Assistant (SLPA) is provided, the maximum case load shall not exceed sixty (60); if a half time SPLA is provided, the maximum case load shall not exceed fifty-three (53). Teachers whose case loads exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedures set forth in Section 1(a) and (b) above.

¶ 82. **Section 3(b)**. No elementary ELL teacher shall be assigned a total case load in excess of fifty (50) students, except that such teachers may have a total case load up to fifty-two (52) students until October 1 each year. Teachers whose case loads exceed the listed maximum for more than ten (10) consecutive days after the initial adjustment shall follow the procedure set forth in Sections 1(a) and (b) above.

¶ 83. **Section 4**.

¶ 84. While the period structure in effect at the high schools during the 2003-04 school year remains in effect, no High School teacher shall be assigned more than five (5) teaching periods per day except that an Technology Education teacher may be assigned six (6) teaching periods a day in order to minimize combination classes. It is agreed that if an Technology Education teacher is assigned a sixth teaching period, then the said Technology Education teacher shall have no other assignment(s) and that such teacher's rights per Section 1 of Article 8 shall be guaranteed. The Board may allow Technology Education Teachers to request, in writing, a sixth (6th) teaching period if one is not assigned. If there are more requests from Technology Education teachers for a sixth (6th) period assignment than the number of available such assignments, then consideration shall be given to the granting of such requests in accordance

with the factors set forth in Article 7, Section 5. If the Board exercises its unilateral right to alter the scheduling of the student day, the parties shall negotiate the impact of such change, if any.

¶ 85. **Section 5.**

¶ 86. Any High School or Middle School teacher assigned to an additional teaching period beyond the maximum set forth in this Agreement shall receive additional compensation. Such compensation shall be calculated using the teacher's salary, derived from the teacher's current step and lane placement on the salary schedule set forth in Appendix A, and then dividing the resulting salary by the maximum number of teaching periods for that teacher as set forth in this Agreement.

## **ARTICLE 6 REDUCTION IN FORCE**

¶ 87. **Section 1. Lay-off**

¶ 88. In the event there is a necessity for a reduction of staff, the reduction shall be done first on the basis of Certification (for the purposes of this Section, State Statutes affecting certification shall apply) and then on the basis of City-Wide-Seniority, as defined in Article 4 Section (1)(d) above, in conformance with the following guidelines:

- ¶ 89. 1. Professional educator and/or provisional certification shall prevail over a temporary permit. (For the purpose of this sub-paragraph, there shall be no distinction between professional educator and provisional certification at this level.)
- ¶ 90. 2. Where two (2) employees are certified, then the employee with the lesser City-Wide seniority shall be terminated.
- ¶ 91. 3. If two (2) affected employees have the same City-Wide seniority, then Professional Educator Certification shall prevail over Provisional Certification.
- ¶ 92. 4. If two (2) or more affected employees have the same City-Wide seniority and Professional Educator Certification, then lay-off(s) shall be determined by lot. A representative designated by the WTA shall be present.
- ¶ 93. 5. Teacher A (about to be laid-off) who has certification in another discipline can "bump" teacher B in that other discipline, although that other discipline was not to have been reduced, if teacher B has lesser City-Wide seniority.

¶ 94. **Section 2. Recall**

¶ 95. Recall procedure is as follows:

- ¶ 96. 1. Laid-off employees shall be first offered the opportunity of reemployment when certified for a vacant or new position.
- ¶ 97. 2. Recall shall be effected first utilizing certification and then City-Wide Seniority and then the date on which the individual teacher's contract was signed. If all three (3) items are exactly the same, the Board shall determine who is to be recalled.
- ¶ 98. 3. Recall rights shall remain in effect for twenty-four (24) months from the date of lay-off.
- ¶ 99. 4. All benefits, except for those which the State excludes, to which a teacher was entitled at the time of his/her lay-off, including, but not limited to, such items as unused sick leave, pension rights, and seniority, shall be restored to the teacher upon his/her return to active employment if within the specified period of time as defined in 3 above.
- ¶ 100. 5. No laid-off employee shall accrue any benefits during the period for which he/she was laid-off unless said benefit is given by Statute or under sub-section 8 hereof.
- ¶ 101. 6. Upon his/her return to active employment the teacher shall be placed on the proper step of the salary schedule for his/her current position according to his/her experience and degree status.
- ¶ 102. 7. Upon his/her return to active employment, the teacher shall be assigned to the position held at the time of the lay-off, if possible, or to a position within his/her certification.
- ¶ 103. 8. A teacher may be removed from the recall list for the following:
- ¶ 104. (a) Waives recall rights in writing.
- ¶ 105. (b) Resigns.
- ¶ 106. (c) Fails to accept recall to the position held immediately prior to lay-off or to a substantially equivalent position.
- ¶ 107. (d) Fails to report to work in a position that he/she has accepted, unless such employee is sick or injured.
- ¶ 108. (e) If a teacher has secured temporary employment elsewhere, he/she shall be allowed thirty (30) calendar days of time before being required to report to work.

## **ARTICLE 7**

### **PREPARATION PERIODS**

¶ 109. **Section 1.** K-5 and/or K-8 teachers will be scheduled for five (5) preparation periods per week. In order to meet this requirement, the Board of Education shall have the ability to reduce

the number of preparation periods for teachers in an effort to afford all K-5 and/or K-8 teachers, five (5) preparation periods per week. A preparation period shall be considered a free period for said teacher but he/she must use the entire period engaged in some school connected activity, including but not limited to, class preparation. Scheduled weekly preparation time shall consist of at least three hours. In no event shall any teacher have a preparation period of less than 30 minutes in duration.

¶ **110. Section 1(a).** Notwithstanding the foregoing, these requirements may be modified on a temporary experimental basis for all or part of the system if the Board and Association mutually agree.

¶ **111. Section 2.** Subject to the provisions of Section 2(c) of Article 8 hereof, each teacher in the K-5 schools shall have a free period equal to (and at the same time as) the children's outside recess period. At the start of the school year each K-5 and/or K-8 Principal shall prepare a team-teacher roster (for those school days when there is indoor recess) to insure that each teacher so assigned obtained a free period equal to at least one-half of the said indoor recess period of the children.

¶ **112. Section 3.** Special Education teachers who work on an itinerant basis shall have their schedules arranged to provide for an average of no less than three (3) unencumbered periods (minimum of thirty (30) minutes each per week), averaged over the academic year. This time shall be used to complete such duties as diagnostic evaluation, student testing teacher and/or parent consultation, Planning and Placement Team meetings and for other related activities.

¶ **113. Section 4.** K-5 and/or K-8 Art, Music, Library Media Specialist and Physical Education teachers will be scheduled for five (5) preparation periods per week. In order to meet this requirement, the Board of Education shall have the ability to reduce the number of preparation periods for teachers in an effort to afford all K-5 and/or K-8 Art, Music, Library Media Specialist and Physical Education teachers, five (5) preparation periods per week. A preparation period shall be considered a free period for said teacher but he/she must use the entire period engaged in some school connected activity, to include, but not limited to, class preparation.

¶ **114. Section 5.** While the schedule in effect at the high schools during the 2005-06 school year remains in effect, in addition to the duty free lunch period provided by Article 8, Section 1, each High School teacher shall have one (1) preparation period, each day. During this preparation period, no duty may be assigned, but the entire period must be used for some school connected activity including, but not limited to, class preparation. In no event shall the total number of minutes of preparation per week be less than the number of minutes per week provided during the 2005-06 school year. In no event shall any teacher have a preparation period of less than 30 minutes duration. If the Board exercises its unilateral right to alter the scheduling of the student day, the parties shall negotiate the impact of such change, if any.

¶ **115. Section 6.** Academic area High School teachers shall not be required to undertake more than three (3) teaching preparations during any one (1) year. For the purpose of this Section, two (2) one (1) semester courses in the same subject area shall be the equivalent of "one (1) teaching



preparation” during the year. It is agreed that a one (1) semester course consists of one-half (½) school year duration.

¶ **116. Section 7.** Exceptions to the principles set forth in Section 6 may be made with the approval of the Board, the Superintendent or his/her designee, the WTA, and the teacher(s) involved. Such exceptions shall be agreed to in writing by all of the said parties.

¶ **117. Section 8.** Each Middle School teacher shall be granted each day a preparation period which is a period of time comparable in length to a High School preparation period or, in the event a mod schedule is used, the length of said preparation period shall consist of two (2) mods. During this preparation period, no duty may be assigned but the entire period must be used for some school connected activity, including, but not limited to, class preparation. In no event shall the total number of minutes of preparation per week be less than the number of minutes per week provided during the 2005-06 school year. In no event shall any teacher have a preparation period of less than 30 minutes duration. If the Board exercises its unilateral right to alter the scheduling of the student day at the middle school, the parties agree to negotiate over the impact of such change on the above provisions pertaining to the middle school, if any.

¶ **118. Section 9.** In addition to being granted the aforementioned duty free lunch period and the preparation period, each High School and Middle School teacher is to be granted each school day an unassigned period (the granting of said unassigned period is subject to the provisions of Article 8, Sections 2(a) and (b) hereof) which shall be equal in time to a normal High School period, or in the event a mod schedule is utilized, it shall consist of two (2) mods.

¶ **119. Section 10.** All unassigned periods are to be used for the non-teaching duties described in Article 8 and for academic or student needs such as other assigned duties, team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students. A building administrator may also, in lieu of any duty assigned, elect to assign a teacher to supervise an additional classroom period in the event of a temporary staffing shortage due to teacher absences and a lack of available substitutes.

¶ **120. Section 11.** While the schedule in effect at the middle schools during the 2005-06 school year remains in effect, each Middle School teacher shall be granted each school day a duty free lunch period in accordance with Article 8, Section 1.

## **ARTICLE 8 NON-TEACHING DUTIES**

¶ **121. Section 1.** Duty Free Lunch - All teachers shall have a duty free lunch period daily which is at least equal in length to the lunch period of the pupils.

¶ **122. Section 2.** The Board and the Association agree that a teacher’s primary responsibility is to teach and that his/her energy should be fully utilized to this end. Teachers’ non-teaching

duties will be distributed as equally as practicable and such assignments may be appealed pursuant to the grievance procedure. However, any review of such decision shall be limited to the issue of whether the decision to assign non-teaching duties was arbitrary or capricious. Accordingly, the provisions of the following Sections shall apply:

¶ 123. a) Middle School Corridor Duties – While the schedule in effect at the middle schools during the 2005-06 school year remains in effect, for the purposes of this Section, a period will be considered two (2) modules. Should the Board exercise its unilateral right to alter the scheduling of the student day, the parties will negotiate the impact of such change on this paragraph, if any. In each Middle School, each school day, there will be two (2) teachers assigned for corridor duty each period. However, as determined by the building principal, extra teacher(s) may be assigned to corridor duty and such assignment shall be part of the duty rotation. Any teacher teaching six (6) periods per day will be exempt from duty. The duty period will occur during what is considered to be an unassigned period. (See Article 7, Section 9). Assignment of corridor duties shall be rotational.

¶ 124. b) Middle School Cafeteria Duties – While the schedule in effect at the middle schools during the 2005-06 school year remains in effect, for the purposes of this Section, a lunch period shall be considered to be equal to one (1) mod, as that term is defined in Section 2(a) hereof. Should the Board exercise its unilateral right to alter the scheduling of the student day, the parties will negotiate the impact of such change on this paragraph, if any. On a rotating basis, as hereinafter set forth, in each Middle School, during their unassigned period (See Article 7, Section 9), one teacher for every 125 students during each lunch period, shall be assigned to cafeteria duty for each lunch period. However, as determined by the building principal, extra teacher(s) may be assigned to cafeteria duty per lunch period and such assignment shall be part of the duty rotation. Any teacher teaching six (6) periods per day shall be exempt from this cafeteria duty. To effect the equal sharing of cafeteria duty, a teacher's teaching schedule shall be changed three (3) times an academic year (at the beginning of each marking period) so that his/her unassigned periods (See Article 7, Section 9) shall occur during the time that lunch is being served in his/her Middle School.

¶ 125. c) If teachers are assigned to perform recess duty in the K-5 schools, an equalized rotation system will be employed. If teachers are assigned to recess duty the teacher student ratio shall be approximately one (1) to one hundred (100).

¶ 126. d) Bus Pupil Monitors – For the duration of this Agreement the Board shall continue to have teachers perform bus-pupil monitoring for the protection of K-5 and/or K-8, Middle School and High School children who ride buses and/or who arrive at the school building or grounds prior to the time that the teachers are required to be at school.

¶ 127. A stipend of \$1,000 in 2013-14, \$1,000 in 2014-15, \$1,000 in 2015-16 shall be paid for this duty. The number of teachers required to perform bus duty at each K-5 School, Middle School and High School shall be based upon the ratio of one (1) teacher to one hundred twenty five (125) students, except that under temporary extenuating

circumstances additional teachers may be assigned to perform bus duty. Notwithstanding the above provisions, the following schools may have up to eight (8) bus pupil monitors due to the location of their buildings: Generali, Chase, and Bucks Hill elementary schools. The teacher may be required to report to the school no earlier than forty-five (45) minutes prior to the time that the pupils are required to be in attendance at school. The bus and pupil monitoring duties shall be assigned by the said Chief Administrator of each such school. Teachers so assigned must not leave the school, at the end of the school day, until all the pupils are placed safely on the bus or buses.

¶ 128. No deduction shall be made from the bus duty stipend for teachers for absences from school equal to the number of yearly sick days granted a teacher annually (not those in sick bank), as provided for in the contract. When a teacher assigned to such duties has absences in excess of the annual provision, a pro-rata deduction from the stipend shall be made for each absence.

¶ 129. The following priority system for eligibility for this stipend and selection of the teachers shall apply:

- (i) Those teachers who were paid as such bus monitors as of June, 1979;
- (ii) If such teachers do not apply or if the number of teachers approved for any given school by the Superintendent or his/her designee from central office is less than the number of monitors who were performing the said bus duty as of June, 1979, then the building seniority of the teacher-applicant shall apply. That is, the teacher with the greater building seniority shall be selected in this circumstance.
- (iii) If there are insufficient applicants to provide the number of teachers recommended by the principal or chief administrator of each building, teachers shall be required to perform such duties, on a rotating basis. Rotation shall occur after each marking period. Teachers who are required to perform such duty shall receive a stipend of \$200 for each marking period during which they perform bus pupil monitoring duty. If there are insufficient applicants to provide the number of teachers at the ratio of 1 teacher to 125 students, then non-bargaining unit persons may be selected.
- (iv) Bus-duty stipends will be paid in June in a check separate from the regular payroll check.

¶ 130. e) All unassigned periods, in addition to the above mentioned duties, are to be used for academic or student needs such as other assigned duties, team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students.

¶ 131. f) In-House Suspension rooms shall be maintained in any school where in-house suspension is given as a disciplinary action. The Board may staff these rooms with non-bargaining unit personnel. In the event this is not possible, teachers shall be assigned to this duty on a voluntary basis. In the event that not enough teachers volunteer, teachers will be assigned in a fair and equitable manner.

¶ 132. g) High School study halls constitute an assigned non-teaching duty. Provided there are available classrooms and eligible teachers, every effort will be made to hold High School study halls in an assigned classroom with no more than 35 students. A teacher shall be deemed eligible to proctor a study hall if a study hall assignment would not impact the number of assigned teaching periods, preparation periods or other assigned and/or unencumbered periods agreed to by the parties to this Agreement.

¶ 133. **Section 3.** Physical education instructors shall perform student postural screenings pursuant to Board policy. If a physical education instructor is required to perform such screenings in the privacy of an office, a Nurse or Public Health Aide shall be present to witness such screening. In the event a Nurse or Public Health Aide is not available or if a student refuses such screening, then the physical education instructor is relieved of such postural screening responsibilities. Notwithstanding the provisions of this section to the contrary, no Teacher shall be required to perform any other health service duties except as provided under Conn. Gen. Stat. Sec. 10-212a.

¶ 134. **Section 4.** If the Board exercises its unilateral right to alter or discontinue machine scoring of standardized and City-wide tests, the parties shall bargain over the impact of such change, if any.

¶ 135. **Section 5.** If the Board exercises its unilateral right to alter or discontinue the use of data processing for such operations as, but not limited to, keeping records, tallying pupils, scheduling in the High Schools, making out and maintaining report cards, the parties shall bargain over the impact of such change, in any.

¶ 136. **Section 6.** The aforementioned duties, prescribed in this Article 8, shall in no way be deemed not to require teachers, as part of their regular assignments, to perform such disciplinary and supervisory functions required of them, during the work day, irrespective of the location in the building or school yard of student activity requiring disciplinary-supervisory functions, so that teachers and administrators will maintain that degree of pupil conduct generally required in the system by the Board's discipline policy.

¶ 137. While the teacher's primary responsibility is to teach, he/she shall also discipline pupils of the school when so required.

¶ 138. **Section 7.** Due to the increased incidence of communicable diseases, (*e.g.*, AIDS, TB, Hepatitis) the WTA and the Board recognize the dangers of spilled blood and body fluids which emanate from fighting and other incidents. Therefore, the parties acknowledge that teachers are cognizant of these dangers and must use reasonable caution prior to becoming involved in these situations.

¶ 139. **Section 8.** Data processing forms shall be available to teachers by the final date of the marking period. These completed forms shall be submitted by the teacher no later than five (5) school days after the close of the marking period.

¶ 140. **Section 9.** K-5 teachers shall not be responsible for the duplication of instructional materials required by publications chosen by the Board. Such materials shall be duplicated by non-bargaining unit personnel who shall be available for such duplication work an average of two (2) hours a day, five (5) days a week.

## **ARTICLE 9 DEPARTMENT LEADERSHIP POSITIONS**

¶ 141. **Section 1.** The creation and elimination of Department Heads shall be in the Board's sole discretion.

¶ 142. **Section 2.** Department Heads assigned to the High Schools shall receive three hundred dollars ¶ (\$300.00) for each full-time teacher and seventy-five dollars (\$75.00) for each "fractional teacher" within their respective department, exclusive of themselves. The remuneration shall be spread over the selected payment option prescribed by Article 25, Section 7 hereof. This stipend shall be paid provided the department consists of three (3) teachers assigned to classes within the Department, including "fractional" teachers.

¶ 143. **Section 3.** Department Heads shall be assigned four (4) teaching periods a day with two (2) periods a day, in addition to a preparation period, for department business free of all other assignments. Should the Board exercise its unilateral right to require Department Heads to teach more than four periods per day or to eliminate preparation or free periods, the Board shall negotiate with the Association concerning the impact of such changes.

¶ 144. **Section 4.** If a Department Head is absent for ten (10) consecutive days, the building principal shall recommend a member of the department to assume the departmental responsibilities. The member of the department will be relieved of one (1) class and his/her duty periods, and he/she will be paid as if he/she were a Department Head. If the building principal determines that it is not in the best interests of the school system to relieve such teacher of a class and duty period, the Board and WTA shall negotiate over the impact of such a decision.

¶ 145. **Section 5.** The Board will make every effort to provide Athletic Directors with an area within their building to perform duties relative to their position, with access to a telephone, computer, and internet access in order to conduct athletic department business.

## **ARTICLE 10 STUDENT ACTIVITIES**

¶ 146. **Section 1.** Extra-curricular activities shall not include teaching activities addressed in Article 32, and shall be defined as follows:

¶ 147. **Section 1(a).** Non-Compensatory - Such activities shall be purely voluntary if they do not provide for an additional monetary payment for the work or for compensatory time off for the work assigned.

¶ 148. **Section 1(b).** Compensatory - Such activities shall be positions where an extra payment is made by the Board for the performance of such duty or where compensatory time off is given for the performance of such duties.

¶ 149. **Section 2.** Notice of openings for extra-curricular compensatory activities shall be made as follows:

¶ 150. When such activities become available, a notice of fifteen (15) school days, excluding vacations, shall be circulated in all schools to allow those teachers who feel they are qualified and competent to present their applications. The said applications shall be presented to the Superintendent or his/her designee from central office within such fifteen (15) day period. For the purpose of this Article, the Superintendent and the Board shall be the judge of qualifications of personnel requesting appointment to such extra-curricular compensatory activities. The appointment shall be made by the Board at the next regular Board meeting subsequent to the “closing date” for filing applications with the Superintendent. The Superintendent or his/her designee from central office may temporarily assign qualified personnel to fill any vacancies occurring in any extra-curricular compensatory activity during the fifteen (15) day notice period provided for above. In situations where all other factors are equal, the Superintendent may consider recommending a teacher who teaches in the building where the extra-curricular compensatory activity position is vacant.

¶ 151. **Section 2(a).** Should any activity’s coach or advisor terminate his/her employment as such coach or advisor during the period of the activity’s normal season, his or her compensation shall be pro-rated for the time actually served.

¶ 152. **Section 2(b).** Any teacher who voluntarily separates from an extra-curricular compensatory activity after the first day of school, and before the conclusion of the activity without good cause, need not be considered for appointment to any extra-curricular compensatory activity for a period of three (3) academic years.

¶ 153. **Section 3.** A teacher may be assigned to more than one (1) extra curricular compensatory activity position during the same school year if no other teacher is equally qualified to perform said activity.

¶ 154. If a teacher who was already assigned to an extra curricular compensatory position is selected to perform another extra-curricular compensatory position because no other qualified teacher was available when the position was posted, the selected teacher may retain the second position along with the prior position for as long as he/she holds both positions.

¶ 155. **Section 4.** (Athletic Directors & Coaches) Effective July 1, 2013, the following order of applicant selection shall be used to replace all Athletic Directors and Coaches upon retirement, resignation or other separation from either coaching or teaching:

¶ 156. a) All vacancies shall first be filled by qualified active teachers in the WTA bargaining unit working at the building where the vacancy exists and who apply and are selected in accordance with Article 10(2) and 10(6)(a) above.

¶ 157. **b)** If there are no qualified active teachers applying as noted under 4(a) above then the vacancy shall then be filled by qualified active teachers in the WTA bargaining unit working within the school district and who apply and are selected in accordance with Article 10(2) and 10(6)(a) above.

¶ 158. **c)** If there are no qualified active teachers applying as noted under 4(a) or 4(b) above, the Board shall then have the right to fill the vacant position/s from amongst qualified retired teacher and/or non-teacher applicants in accordance with the criteria outlined in Article 10(6)(a) above. The selected candidate/s from this category shall be permitted to serve in this position for a maximum of two (2) years from the date of hiring. Upon expiration of the two (2) year period the position shall be reposted and filled in accordance with the process outlined under Article 10(2) & 10(4).

¶ 159. **Section 5(a).** Coaches Salaries - Personnel assigned to the following extra curricular compensatory coaching positions (except for Business Managers and the Director of Sports as noted below) shall be compensated in a check, separate from the amounts called for in Article 25 each school year, at the end of their coaching season, so assigned for the term of this Agreement, according to Appendix B, Schedule B<sup>1</sup>.

¶ 160. **Section 5(b).** If the Board institutes an intramural sport program in the Middle Schools, which requires coaches, then the Board and the WTA will meet and negotiate the rate of compensation for such coaches.

¶ 161. **Section 6(a).** A coach and/or Director of Sports shall be selected on the basis of his/her pertinent experience and qualifications for the position available.

¶ 162. **Section 6(b).** Each Head Coach and Cheerleading Advisor at the High School level shall be reimbursed for expenses incurred by him/her in the course of his/her employment up to a maximum of two hundred fifty dollars (\$250.00) per sport per season. Each Assistant Coach, Cheerleader Advisor, Middle School Coach, and Alternative School Coach shall be reimbursed up to a maximum of one hundred fifty dollars (\$150.00) per sport, per season. The Director of Sports shall be reimbursed for expenses incurred by him/her in the course of his/her employment up to two hundred fifty dollars (\$250.00) per season.

¶ 163. **Section 6(c).** High School Athletic Directors shall be assigned four (4) teaching periods a day with two (2) periods a day, in addition to a preparation period, for athletic department business free of all other assignments. Middle School Athletic Director(s) shall be relieved of all non-teaching duties in order to conduct athletic department business. Should the Board exercise its unilateral right to require High School Athletic Directors to teach more than four periods per day or to eliminate preparation or free periods and/or to reinstate Middle School Athletics Director(s) non-teaching duties, the Board shall negotiate with the Association concerning the impact of such changes.

¶ 164. **Section 7(a).** Remuneration for secondary school student advisors will be in June, in a check separate from the amounts called for in Article 25, according to Appendix B, Schedule B<sup>2</sup>.



¶ 165. **Section 7(b).** Other club advisors may apply in writing to the Board for remuneration. Such written request shall include a statement of the organizational purposes of the club.

¶ 166. The following priority system for eligibility for these positions shall apply:

- (1) Those teachers who created or founded the club.
- (2) Those teachers who previously held these positions.
- (3) When an opening occurs, the position will be filled in accordance with Section 2 of this Article.

¶ 167. **Section 8.** The Controller of the Activities Fund in the High School shall have his/her preparation period scheduled for the last period (7th) of the day.

¶ 168. **Section 9.** Any teacher who is appointed as chairperson of a High School Accreditation Committee shall have, for the academic year preceding the evaluation, a schedule comparable to a High School Department Head.

## **ARTICLE 11**

### **PROFESSIONAL DEVELOPMENT**

¶ 169. **Section 1(a).** Employees must submit requests to attend out-of-district workshops, seminars or conferences on the form prescribed by Human Resources. When an employee's request for permission to attend a workshop, seminar or conference is approved in writing in advance by the Superintendent or his/her designee from central office, or when an employee is requested to attend a regional meeting, workshop, seminar, conference, or other professional educational activity, the total expenses of the employee shall be paid by the Board, provided the Superintendent or his/her designee from central office has placed a predetermined ceiling on the amount of such expense. If the employee uses his/her own automobile, the rate of reimbursement for travel shall be at the IRS rate per mile and the employee shall be required to maintain the same level of insurance as set forth in Article 30, Section 2 of this Agreement.

¶ 170. **Section 1(b).** For the purposes of attending regional meetings, workshops, seminars, conferences, or other professional activities, a teachers' annual expense account of one thousand five hundred dollars (\$1,500.00) shall be allotted to each high school and to each middle school. One half of the funds allocated to each high school and each middle school shall be available by the first day of school of each school year. The remaining half of the funds allocated to each high school and each middle school shall be available by February 1 of each school year. Monies unused in the first half of the school year (first day of school - January 31) shall be carried over to the second half of the school year (February 1 - the last day of the school year) without diminishing the allocation scheduled for the second half of the school year.

¶ 171. **Section 2.** For the purpose of attending regional meetings, workshops, seminars, conferences, or other educational activities, a teachers' expense account in the amounts hereinafter set forth for each K-5 school staff shall be allotted annually in the school budget. The

amount of the said teachers' expense account for each K-5 school staff shall be based on the number of professional staff in the Unit, Section, Program, or school as follows:

15 or less	\$250.00
16 through 20	\$350.00
21 and up	\$400.00

¶ 172. **Section 3.** For the purpose of attending regional meetings, workshops, seminars, conferences, or other professional educational activities a teachers' expense account in the amounts hereinafter set forth for each of the following professional staffs shall be allocated annually in the school budget.

¶ 173. The staffs are: Special Education - Teachers, School Social Workers, Guidance Counselors, Speech and Language Pathologists, School Psychologists and Alternative Program. Curriculum - Math, Reading & Language Arts, Science, Physical Education/Health, Family & Consumer Science/Social Studies, Art, Music, Dance and Theater, and Library Media.

¶ 174. Number of professional staff in Unit, Section, Program, or school:

15 or less	\$250.00
16 through 20	\$350.00
21 and up	\$400.00

¶ 175. **Section 4(a).** In connection with all payments covered by Sections 1-3 above, paid expenses shall include only the expenses such employee(s) incurs for his/her own meals, lodging, transportation, and registration fees. The expense accounts shall not be used to cover the expenditure of monies for substitutes in classrooms unless this qualification is specifically waived by the WTA. Expenditures from each of these funds shall be administered and allocated by the Superintendent or his/her designee from central office.

¶ 176. **Section 4(b).** In connection with Sections 1-3 above, should a situation arise not covered, a committee from the WTA, appointed by its President, will meet with the Superintendent of Schools or his/her designee from central office to resolve said situation. The solution shall then be reduced to writing and made an addition to this Section and will be used as a guide to decide the outcome of similar situations should they arise. If the committee from the WTA and the Superintendent or his/her designee from central office cannot resolve the matter, the WTA will meet with the Finance Committee of the Board to resolve said situation.

¶ 177. **Section 5.** Course Reimbursement

¶ 178. (a) Teachers who elect to take, and who successfully complete, graduate (post-college) level courses with a grade of B or better, or its equivalent shall be reimbursed at the rate of two hundred fifty dollars (\$250.00) each per course except at a rate of three hundred dollars (\$300.00) each per course for courses in the areas of Speech and Hearing, Teachers of the Deaf, Industrial Arts, Special Education, Computer Science, Data-Processing, Math, Science, Bi-Lingual (only in the areas where the City provides Bi-

Lingual instruction), Allied Health, Culinary Arts and others which might be approved in advance by the Board, for the tuition cost of such course or courses up to a maximum of three (3) courses in any given school year provided that the teacher has attained, prior to taking the course(s), at least the MA level as listed in Article 25, Section 1, and the Salary Schedules in Appendix A and provided that the teacher has the prior approval of the Superintendent to take, and receive reimbursement for, a course or courses. A teacher may not use any course for which he or she has requested and received reimbursement to attain advancement to a higher salary column as described in Article 25, Section 1, and the Salary Schedules in Appendix A.

- ¶ 179. Courses completed after July 1, in any given year, shall be counted as having been taken during the next school year. However, with regard to courses taken in the Spring semester (from January-May) or the Summer semester (May-June 30) teachers may apply for reimbursement the following school year but said course is credited to the prior school year for purposes of determining the number of courses. This shall not affect the course reimbursement for that current school year. The maximum a person may collect at a given time is nine hundred dollars (\$900.00). 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.
- ¶ 180. (b) Submission of forms for reimbursement for course or courses taken shall be made on or before March 15. Proof of successful completion of course or courses taken must be sent to the Superintendent's Office.
- ¶ 181. (c) The decision as to whether any course will be approved for reimbursement shall be made by the Superintendent or his or her designee in his or her sole discretion. A decision regarding course reimbursement may be appealed pursuant to the grievance procedure. However, any review of this decision shall be limited to the issue of whether the decision to grant or deny course reimbursement was made in good faith, i.e. not arbitrary or capricious or without rational basis in fact.
- ¶ 182. **Section 6.** Professional Development shall not be denied to a teacher on the basis of the time of the school year. However, teachers may be denied professional development during Smarter Balanced testing or other standardized testing periods as may be required from year to year.
- ¶ 182A. **Section 7.** If a teacher volunteers to facilitate a professional development session, the teacher shall be compensated for any preparation time outside of the regular work day subject to prior approval of such time by the Superintendent or his/her designee. Such compensation shall be calculated according to the contractual hourly rate.

## ARTICLE 12 TEACHER FACILITIES

¶ 183. **Section 1.** To the extent feasible in existing buildings and provided that no substantial capital investment is necessary, the Board and the Association agree that each school should have the following facilities:

- ¶ 184. a. Space in each school in which the teacher may safely store instructional materials and supplies.
- ¶ 185. b. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- ¶ 186. c. An appropriately furnished room to be used as a faculty lounge. This room shall be in addition to the aforementioned work area.
- ¶ 187. d. Well-lighted and clean restrooms with separate facilities for men and women.
- ¶ 188. e. A system whereby teachers can effectively and expeditiously communicate with the main office in the event of an emergency; and the main office will be able to communicate with teachers at all times.
- ¶ 189. f. Facilities with lock and key shall be provided for a teacher's personal possessions.
- ¶ 190. g. Whenever hot or cold lunches are served, an appropriate and separated dining area shall be provided for teachers.
- ¶ 191. h. A permanently assigned personal desk and chair for each teacher.
- ¶ 192. i. One telephone in each faculty lounge or similar facility with a different centrix extension than the main office will be provided for professional use only.

¶ 193. **Section 2.** Every effort shall be made by the administration of each building to provide an appropriate work space and location for each teacher of Special Services and General Services which will be conducive to the fulfillment of his/her instructional duties.

¶ 194. **Section 3.** General and Special Service teachers shall be assigned a personal desk, chair, and access to a cabinet with lock and key in each school to which they are assigned for the teacher's personal and professional possessions. These items shall be reasonably accessible in an area or room conducive to the nature of their work.

¶ 195. **Section 4.** Should the Board exercise its unilateral right to alter or discontinue the secretarial services available to teachers at each school, the special education learning center, and/or central office, the parties shall bargain over the impact of such change, if any.

## **ARTICLE 13**

### **PROFESSIONAL RESPONSIBILITIES**

¶ 196. Realizing the need for community relations and the fostering of communication between the schools and the parents, the Board and the WTA agree that a certain activity should be scheduled to encourage these aims.

¶ 197. **Section 1.** The Board will schedule two (2) "Parent-Teacher Conference Periods" during the school year; in the fall and in the spring. "Parent-Teacher Conference Periods" shall include

both a Designated Conference Period Day whereby the teacher shall meet with parents during a two (2) hour block of time and, shall have parent-teacher conferences at other, mutually convenient times within three (3) weeks of report cards, in order to accommodate parents who provide notice that they would like to participate, but who cannot attend a conference on a Designated Conference Period Day.

¶ **198.** The Board may also schedule one (1) “Open House” during the school year. The WTA shall foster the “Open House” activity and participate in this activity. All teachers shall attend such “Open House” activity except in those instances where such teacher has written permission from the Superintendent or his/her designee to be absent. An “Open House” shall be in the early evening.

¶ **199.** The regular school day on an Open House day and a Designated Conference Period Day shall follow the school’s early dismissal schedule.

¶ **200. Section 2.** In the event the Board chooses to replace “Parent-Teacher Night” with some other activity in keeping with above mentioned goal, the activity shall be agreed to by the Board and the WTA.

¶ **201. Section 3.** The Board and the Association agree that teachers are professionals who should wear appropriate professional attire to work. It shall be the responsibility of the Building Administrators to make certain that all bargaining unit members meet their responsibility to wear appropriate professional attire, as determined by the Board.

## **ARTICLE 14 ADVISORY COUNCILS**

¶ **202. Section 1.** Principal’s Advisory Council

¶ **203.** A Principal’s Advisory Council shall be formed in each school. Such Council shall have as members: the Principal of the School, the WTA Building Representatives or designees appointed by the WTA and a number of other staff members, chosen by the principal, equal to the number of WTA Building Representatives or designees.

¶ **204.** The Principal of the School shall meet at least once a month during the school year with the Principal’s Advisory Council. The purpose of such meetings shall be to discuss school operations as they regard the physical plant, problems of discipline, staff problems, supplies and any other subjects which relate to the harmonious operation of the plant as it relates to the staff, children, and the school. WTA Building Representatives have the responsibility of presenting problems to the Council which reflects the concerns and interests of the staff.

¶ **205.** The Principal’s Advisory Council meetings shall be scheduled at a mutually agreed upon time that does not interfere with instructional time or duty time of any of the participants and shall not be scheduled on dates set for WTA Representative Council meetings and/or any General Membership meetings.

¶ **206. Section 2. Special Services Advisory Council**

¶ **207.** A Special Services Advisory Council shall be formed within the Department of Special Services. Such council shall have as members: Assistant Superintendent of Special Education/Pupil Personnel Services or designated administrator with special education certification, Supervisors of Special Education, WTA Faculty representatives or designees appointed by the WTA from the Special Services Department, and a number of other staff members, selected by the Assistant Superintendent of Special Services/Pupil personnel Services, equal to the number of WTA faculty representatives or designees.

¶ **208.** The Superintendent or Designee shall meet with the Council at least once each marking period during the school year for the purpose of discussing staff problems, supplies, and other subjects which relate to the harmonious operation of the Special Services Department, as it relates to the children, the staff, and the Department. Representatives shall have the responsibility of presenting problems which reflect the concerns and interests of the Special Services staff. Additional meetings may be scheduled if the need arises

¶ **209.** The Council meetings shall be scheduled at a mutually agreed upon time that does not interfere with instructional time or duty time of the participants and shall not be scheduled on dates set for WTA Representative Council meetings and/or General Membership meetings.

¶ **210. Section 3. General Services Advisory Council**

¶ **211.** A General Service Area Council shall be formed from the various General Service Departments. Such council shall have as members the WTA faculty representatives from the General Service Department or designees appointed by the WTA and a number of other staff members, chosen by the Superintendent and/or his/her designee, equal to the number of the WTA faculty representatives and/or designees.

¶ **212.** The Superintendent and/or his/her designee shall meet with the council at least once a month during the school year. This group shall have the responsibility of presenting problems which reflect the concerns and interests of the General Service Department.

¶ **213.** The council meeting shall be scheduled at a mutually agreed upon time that does not interfere with instructional time or duty time of any of the participants and shall not be scheduled on dates set for WTA Representative Council meetings and/or General Membership meetings.

## **ARTICLE 15 WTA PRIVILEGES**

¶ **214. Section 1.** Prior to the start of or after the close of school on school days, the WTA shall have the right to use designated areas in school buildings for meetings of teachers, 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, provided, however, that there shall be no cost to the WTA.

¶ 215. **Section 2.** The WTA may distribute material dealing with meeting notices and official matters of the WTA to persons covered by this Agreement, provided such distribution shall not interfere with normal classroom procedures. Indiscriminate circulating of material or handing out of material will not be allowed.

¶ 216. **Section 3.** One (1) bulletin board in each school shall be reserved for the use of the WTA for the posting of official WTA notices and/or announcements. Copies of any such notices to be posted shall be submitted to the Office of the Superintendent before posting. Such bulletin boards shall be in the office of the school and in the teachers' rooms.

¶ 217. **Section 4.** The Board and the WTA 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 processing of any grievance by either party or to the negotiating by the WTA and the Board of a successor agreement.

¶ 218. **Section 5.** The WTA shall be provided with a copy of the Official Agenda of public Board meetings prior to such meetings if such agenda is issued. The Board shall also provide the WTA with a copy of the official minutes of public Board meetings at the time that the Board distributes these minutes to its members.

¶ 219. **Section 6.** Any teacher covered by this Agreement and who is elected the President of the National Education Association, the President of its Department of Classroom Teachers, or the President of the Connecticut Education Association shall, upon his/her written request to the Superintendent of Schools, be granted an unpaid leave of absence with full privileges, not to exceed two (2) years in duration for the purpose of discharging the duties of such office; and, upon the WTA written request, an unpaid leave of absence shall be granted for every school year to one (1) teacher for the purpose of providing full-time assistance to the WTA in discharging its duties as the exclusive collective bargaining representative of the teachers covered by this Agreement. All time spent on every such leave shall be counted as time in the employ of the Waterbury School System for all purposes, provided, however, that no additional sick leave shall be accumulated during said leave. Upon his/her return, the teacher shall be assigned to the same or comparable position to that which he/she held at the time said leave began. During such unpaid leave, teachers are eligible for continuation of health benefits subject to payment of 102% of the applicable cost of the plan.

¶ 220. Upon written request to the Board, the President of the WTA shall be granted unpaid leave of absence for the time during which he/she shall hold this office. During such unpaid leave, the President of the WTA shall be eligible for continuation of health benefits subject to payment of 102% of the applicable cost of the plan. No sick leave shall accrue or be accumulated during said leave.

¶ 221. At the termination of his/her office as President of the WTA he/she shall be reinstated to a comparable position to the position he/she held at the time he/she left to serve as President of the WTA. Any teacher reinstated, shall be paid at the same rate of pay as that which he/she would be receiving if he/she had continued his/her service in the School Department instead of

being on leave to serve as WTA President and any remaining sick leave for which he/she was eligible at the time he/she left to serve as President, shall be credited to him/her upon return to active teaching. Such time spent serving as President of the WTA shall be used in computing his/her seniority, and in determining his/her eligibility for pension benefits and in computing the amount of same.

¶ **222. Section 7.** The Board shall allow a reasonable amount of time off with pay to Executive Committee members of the WTA to attend to Association business.

¶ **223. Section 8.** The President of the WTA or his designated representative from the Executive Committee shall be permitted to visit the schools and/or departments in connection with the WTA business, if the President, or said designated representative, asserts, that WTA business requires such a visit. Upon the President's (or said representative's) arrival at the school he/she shall notify the Principal of his/her presence. If a meeting with a teacher(s) is necessary, it shall be scheduled so as not to disrupt the teacher's(s)' class assignments.

## **ARTICLE 16 SICK LEAVE**

¶ **224. Section 1.** A call in system shall be established by which teachers will leave a coded message on an answering machine when asking for a substitute. These lines shall be available each day after regular business hours in order to alleviate the problem of being able to get through to the substitute lines.

¶ **225. Section 1(a).** No later than October 1 of each year, every teacher employed by the Board shall continue to receive an individual statement containing the number of his unused, accumulated leave days (i.e., sick, personal).

¶ **226. Section 1(b).** For the purpose 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; (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; or (d) the absence from work as a result of the arrival of an adopted child or biological child into the employee's domicile. Sick leave under subsection (c) above shall be subject to an absolute maximum of five (5) sick days in any work year. Sick leave under subsection (d) above shall be subject to an absolute maximum of ten (10) sick days in any work year, inclusive of subsection (c) above, and shall be counted as part of any annual employee leave allotment prescribed under the Family Medical Leave Act (FMLA). 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.

¶ **227. Section 2. Sick Leave Payout** – Upon the full normal retirement or the death of an employee of the professional staff who was employed by the Board but had less than five (5)



years of service as of June 30, 2002, said employee or his/her estate shall be paid the equivalent of one-half (1/2) of his or her accumulated sick leave, over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited to seventy-five (75) days. Such payments shall be based on 1/180th of an employee's annual salary.

¶ 228. Upon the full normal retirement or the death of an employee of the professional staff who had between five years plus one (1) day and ten (10) years of service as of June 30, 2002, said employee or his/her estate shall be paid the equivalent of one-half (1/2) of his or her accumulated sick leave, over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited to one-hundred fifty (150) days. Such payments shall be based on 1/180th of an employee's annual salary.

¶ 229. Upon the full normal retirement or the death of an employee of the professional staff who had ten years plus one day or more of service as of June 30, 2002, said employee or his/her estate shall be paid the equivalent of one-half (1/2) of his or her accumulated sick leave, over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited to the employee's actual accumulation as of June 30, 1996, or one-hundred eighty (180) days, whichever is greater. Such payments shall be based on 1/180th of an employee's annual salary.

¶ 230. For the purposes of this Section, the phrase "full normal retirement" shall mean the actual service 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. "Intentional wrongdoing" does not include inefficiency or incompetence.

¶ 231. Any employee hired after June 30, 2002 shall not be eligible to receive any payout of sick leave.

¶ 232. Notwithstanding any provision of this Agreement to the contrary, any employee retiring between the effective date of this agreement and the end date of this Agreement shall be eligible to receive payment for accumulated sick leave beginning in the twenty-fifth (25<sup>th</sup>) month following his or her retirement. Thereafter, the employee will receive his or her payment for accumulated sick leave in five equal payments spread out over five years or in annual ten thousand dollar (\$10,000) installment payments, whichever the employee chooses.

¶ 233. Any teacher entitled to receive a payment for accumulated sick leave shall receive such payment in the initial year of eligibility for payment if and only if the teacher provides written notice of his or her intention to retire on or before March 1 of the year in which the teacher intends to retire. If the teacher fails to provide notice of intent to retire prior to March 1, he or she shall receive any payment for accumulated sick leave to which he or she is entitled commencing with the thirty -seventh (37<sup>th</sup>) month following his/her retirement.

¶ 234. If the eligible teacher dies prior to the distribution of any portion of these monies, his/her estate shall be paid any remaining amount due within thirty (30) days of notification of death.

¶ 235. **Section 3.** Employees shall be entitled to fifteen (15) sick leave days per year. There shall be no limit to the number of sick days accumulated except for purposes of payment of unused sick leave upon retirement, as set forth in Article 16, Section 2 above. Employees hired on or after July 1, 2002 shall be entitled to fifteen (15) sick days per year, accumulative up to 184 days.

¶ 236. **Section 4.** In the event of absence of a teacher for illness in excess of three (3) consecutive working days or a pattern of days absent occurs, the Superintendent or his/her designee from central office may, if s/he has reasonable cause to believe there is an abuse of sick leave policy, request a medical certificate attesting to illness sufficient to keep the teacher from work for more than three (3) consecutive days or require an examination by a mutually agreed physician or a mutually agreed upon health center, providing such examination is at the Board's expense.. The Union and Board shall maintain a list of at least five (5) mutually agreed upon health centers and/or physicians.

¶ 237. **Section 5.** Whenever a teacher has exhausted his/her sick leave, or wherever special or unusual conditions exist, he/she may request the Superintendent or his/her designee from central office for an extension of unpaid sick leave, which may be granted by the Board which shall review all such applications. The decision of the Superintendent, his/her designee from central office and/or Board regarding the granting or denial of such leave shall be final, and shall not be subject to the grievance procedure.

¶ 238. **Section 6.** Any member of the City of Waterbury teaching or administrative staff shall be permitted to contribute days from his/her sick leave accumulation to teachers who suffer prolonged and serious physical illness or injury as certified by a physician and whose paid leave accumulation has been exhausted (including sick and personal leave, and compensatory days if applicable). The WTA shall notify the staff when an individual teacher 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 teacher. Individual teachers or administrators 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 teacher shall be returned to the donor.

¶ 239. In addition, the following conditions apply:

¶ 240. (a) Donated sick leave may not be used to cover the first twenty (20) work days of any illness or injury; and

¶ 241. (b) The maximum total number of sick days that can be donated to a tenured teacher shall be sixty (60), and the maximum total number that can be donated to a non-tenure teacher shall be twenty-five (25).

¶ 242. **Section 7.** When a teacher has been absent due to a prolonged and serious illness and is able to return to his or her position but not on a full time basis, as certified in writing by the teacher's attending physician, he/she may return to a limited schedule. The teacher shall request this return option in writing, of the Superintendent or his/her designee from central office, whose decision on the return to work on this limited basis shall be final and not subject to the provision of this Agreement's Grievance Procedure. The teacher shall arrange the necessary flexible

schedule with the substitute until the teacher can return to his/her duties on a full time basis. On days when the teacher works part-time, his/her sick leave accumulation shall be diminished on a pro rata basis.

¶ **243. Section 8.** Nothing in this Article shall diminish the teachers' rights to leaves under the Family and Medical Leave Act or any other applicable laws. However, leaves that qualify under such laws shall run concurrently with leaves provided under this Article.

## **ARTICLE 17**

### **SABBATICAL AND PROFESSIONAL LEAVE**

¶ **244. Section 1.** Desiring to reward professional performance and encourage independent research and achievement, the Board shall foster a policy which encourages and permits teachers to plan and take sabbatical leaves. Upon recommendation by the Superintendent or his/her designee from central office, 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.

¶ **245. (a)** No more than one percent (1%) of the teaching staff shall be absent on sabbatical leave at any one time.

¶ **246. (b)** The teacher's written application for sabbatical leave is received by the Superintendent or his/her designee from central office, no later than March 31 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 System. In emergency situations the March 31 filing date may be waived by the Superintendent or his/her designee from central office. A teacher receiving such leave shall retain all privileges and benefits that he would have received had he not been on such leave.

¶ **247. (c)** The teacher 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 last sabbatical leave. Such time limits may be waived by the Board in exceptional situations.

¶ **248. Section 2.** An advisory committee comprised of three (3) professors, drawn from local area colleges shall review the written applications submitted for sabbatical leave consideration. The WTA shall choose one (1) member of this advisory committee, the Board another, and the two (2) chosen by the Board and WTA shall select the third (3rd) member of the advisory committee. The committee shall, no later than May 1 of the year preceding the intended sabbatical leave, forward to the Superintendent, Board and WTA all leave requests and shall note which are outstanding and are of significant benefit to the Waterbury school system. The Superintendent or his/her designee will make his/her recommendations, if any, to the Board, not later than June 1 of the year the leave was requested. The advisory committee's expenses, if any, shall be equally divided between the WTA and Board.

¶ 249. **Section 3.** A teacher 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 as the result of any program grant) shall not exceed the teacher's full annual salary rate.

¶ 250. **Section 4.** During a sabbatical leave, teachers are eligible for continuation of health benefits subject to payment of 102% of the applicable cost of the plan.

¶ 251. **Section 5.** Accrued benefits shall not be accumulated during a sabbatical leave.

¶ 252. **Section 6.** Any teacher granted such sabbatical leave shall agree, by formal written agreement, incorporating the provisions of this Article 17, to return to his/her employment in Waterbury for two (2) full school years subsequent to the conclusion of such sabbatical leave. The teacher shall have the WTA review the said written agreement. In the event such teacher does not return to the Waterbury school system, such teacher 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 3 hereof) as liquidated damages for his/her failure to abide by the aforesaid formal written agreement. Upon the teacher'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 teacher to complete two (2) full school years of service upon return from sabbatical leave, is due to the teacher's permanent total disability or his/her death, then he/she or his/her estate shall not be liable for the prorated liquidated damages hereinafter prescribed. If upon the teacher's return to the Waterbury school system, he/she does not complete two (2) full school years, then he/she shall be liable for damages in accordance with the following formula:

368 less (Number of work days completed upon return)	Multiplied by: The amount of money received from the City while on Sabbatical Leave.
368	

¶ 253. **Section 7.** Payments to teachers on sabbatical leave shall be made in accordance with the method of payment prescribed by Article 25 hereof. The mailing of the paychecks to the teacher on sabbatical leave shall be in self-addressed, postage prepaid, envelopes provided by the teacher.

¶ 254. **Section 8.** A regular full time teacher shall be given professional leave with full pay for the purpose of attending short term special courses directly related to his work. Requests for such leave must be approved in advance by the Superintendent or his/her designee and by the Board and may not, in any event, exceed a total of twenty (20) school days in any one calendar year.

¶ 255. **Section 9.** The decision to grant or deny a sabbatical or professional leave shall not be subject to the grievance procedure.

## **ARTICLE 18 PERSONAL LEAVE**

¶ **256. Section 1.** Each teacher who was employed by the Board prior to February 1 of the pertinent school year shall be entitled to three (3) personal days, which may not be carried over from year to year, as a day off with pay, within the school year.

¶ **257. Section 1(a).** Personal days are intended to be used for emergencies and/or to provide a teacher with time off to attend to personal matters that cannot be conducted with reasonable convenience outside of school hours. Examples of personal matters include, but are not limited to, the performance of legal, household and other business matters which could not otherwise be performed during the teacher work day.

¶ **258. Section 1(b).** Written application for such leave shall be made to the Building Principal on a form prescribed by the Superintendent or her/his designee from central office, as far in advance as practicable and at least seventy-two (72) hours in advance, except in cases of emergencies. Approval of personal day applications, not including an emergency situation, shall be at the discretion of the Superintendent or his/her designee from Central Office, but such approval shall not be unreasonably withheld. In an emergency situation, the teacher, when notifying the Building Principal 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.

¶ **259. Section 2.** No personal days shall be used for the purpose of extending vacation periods (e.g., Christmas recess or Spring recess or the extension or prolongation of the period between the end of a given school year and the commencement of a new school year) or for the purpose of extending “long week-ends” (Thanksgiving or Memorial Day Weekends).

¶ **260. Section 3.** For teachers who have previously accumulated compensatory days available to them, the use of such compensatory days shall be administered and treated like personal days in all respects. In addition to the limitations set forth in sections 1 and 2 of this Article, no teacher may take compensatory days in combination with personal days so that the time off is in excess of three (3) consecutive school days. Nothing herein shall be intended as limiting the number of compensatory days that may be used in a school year except to the extent that no more than three (3) compensatory days shall be consecutively taken at any one time.

## **ARTICLE 19 FUNERAL LEAVE**

¶ **261. Section 1.** In each instance encountered, each teacher shall be granted no more than three (3) days leave without loss of pay, to be called Funeral Leave, in the event of a death in his immediate family. Such leave shall be taken between the day of death and day of burial and/or ceremony, except that in no event shall such leave be more than three (3) work days commencing with the day of death, unless written verification of the date of burial and/or

ceremony beyond the aforementioned timeframe has been provided. 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 teacher’s household.

¶ **262. Section 2.** In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the teacher’s home who shall be considered immediate family) of the teacher, one (1) day of funeral leave with pay, if necessary to attend the funeral of such relative shall be granted to the teacher. 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.

¶ **263. Section 3.** In no event shall teachers be paid funeral leave for days upon which they are not scheduled to work.

¶ **264. Section 4.** 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 the personal days referenced above have been exhausted, the employee may use up to three (3) sick days.

¶ **265. Section 5.** The Board has the right to require documentation in order to determine eligibility for funeral leave.

## **ARTICLE 20 LEGAL AND MILITARY LEAVE**

¶ **266. Section 1.** 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 that the employee is not the Plaintiff. A teacher grievant shall be given leave to attend any grievance proceedings without loss of pay. 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.

¶ **267. Section 2.** Teachers shall be provided military leave in accordance with applicable state and/or federal law.

## **ARTICLE 21 RELIGIOUS LEAVE**

¶ **268. Section 1.** A total of no more than three (3) days leave with pay shall be granted in any one school year for the purposes of commemorating and observing work-restricted holy days (e.g., Jewish, Muslim, Greek Orthodox faiths) with no loss of substitute’s pay.

## **ARTICLE 22**

### **CHILDBEARING AND CHILDREARING LEAVE**

¶ **269. Section 1(a).** Disabilities caused, or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job related purposes. Leave requested because of temporary disabilities as described in this Section shall be considered sick leave (as per Article 16 hereof) if requested by the teacher. In the event of the occurrence of a disability described in this Section, a teacher shall be required to utilize her paid leave entitlement (prescribed by Article 16 and Article 18 hereof), if any, during the entire, or partial, period of such disability. In the event that there are not sufficient paid leave available to the teacher, sick leave without pay shall be granted to any teacher under this Article upon request.

¶ **270. Section 1(b).** If the teacher elects the Article 16 sick leave benefits, she may obtain these benefits to the extent of her sick leave entitlement for a period of up to six (6) weeks after normal delivery of the child and up to eight (8) weeks after Cesarean Section. This time period for the receipt of paid sick leave may be extended, upon request of the teacher, if the teacher submits to the Superintendent's office a doctor's certificate indicating that teacher remains temporarily disabled. Either before, or at the time of, the expiration of the said six-eight (6-8) week time period, the teacher may apply for extended leave without pay as per the provisions of Section 2 hereof.

¶ **271. Section 2.** In addition to, and independent of, the disability leave benefits prescribed by Section 1 hereof, any teacher shall be entitled, upon written request to, and approval of, the Superintendent, to an extended leave without pay in the event of pregnancy or for the purposes of child rearing. The leave without pay prescribed by this Section shall be hereinafter referred to, in this Section, as childrearing leave without pay. Such childrearing leave without pay, shall be for a period of time not to exceed one (1) year from the date of the granting of the said childrearing leave. However, upon written request of the teacher, and approval of, the Superintendent, the leave shall be extended so that the leave shall terminate on the first day of school in any given school year.

¶ **272. Section 2(a).** Approval by the Superintendent, of this childrearing leave extension, shall not be unreasonably or inequitably withheld. All benefits to which the teacher is entitled at the time of such absence, including unused sick leave, City pension rights, seniority, tenure, shall be restored upon the teacher's return and he shall be assigned to the position held at the time the said leave began, if possible, or to a substantially equivalent position. Every effort shall be made by the teacher to request leave at least thirty (30) days before the effective date. In cases of emergency, the time limits shall be waived. No advancement on the Article 25 Salary Schedules shall be granted for any childrearing leave without pay which extends for more than ninety (90) days of the school year but advancement shall be given for any such leave which extends for less than ninety (90) days of the school year. However, the provisions of Article 25, Section 10 shall be applicable. All medical and dental insurance and other employee benefits shall continue in force for any employee on childrearing leave without pay, for a maximum of twelve (12) months following the commencement of such leave, provided that the teacher pays the Board, on a schedule and in a manner determined by the Board, the active employee premium cost share, if

any, of the benefits so continued. Failure of the teacher to make such payments as directed by the Board shall result in termination of such benefits.

¶ **273. Section 2(b)** If the teacher fails to return to employment for the six (6) months immediately following the expiration of the leave, the teacher shall reimburse the Board, within ninety (90) days, the Board's cost of the insurance benefits provided while the teacher was on childrearing leave without pay, unless serious illness or death prevents or interrupts the teacher's six (6) month return.

¶ **274. Section 3**. Nothing in this Article shall diminish the teachers' rights to leaves under the Family and Medical Leave Act or any other applicable laws. However, leaves that qualify under such laws shall run concurrently with leaves provided under this Article.

## **ARTICLE 23 SPECIAL LEAVE**

¶ **275. Section 1**. Any teacher may upon written request to the Superintendent or his/her designee from central office, and with the approval of the Superintendent or his/her designee from central office and the Board, be granted an unpaid leave of absence for the following reasons: professional improvement when the teacher is not eligible for sabbatical leave; employment as a teacher at a United States military installation abroad; or any other activity which would in the opinion of the Superintendent or his/her designee from central office, redound to the future benefit of the Waterbury School System.

¶ **276. Section 2**. All benefits to which the teacher 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. Insurance and other employee benefits shall continue in force for any employee on special leave without pay at the Superintendent or his/her designee from central office's discretion. However, if said benefits are provided and the teacher fails to return to employment for the six (6) months immediately following expiration of the leave, the teacher shall reimburse the Board, within ninety (90) days, the cost of insurance benefits that the Board provided while the teacher was on special leave without pay, unless serious illness or death prevents or interrupts the teacher's six (6) month return. 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 or his/her designee from central office and the Board.

¶ **277. Section 3**. Nothing in this Article shall diminish the teachers' rights to leaves under the Family and Medical Leave Act or any other applicable laws. However, leaves that qualify under such laws shall run concurrently with leaves provided under this Article.



## **ARTICLE 24**

### **GRIEVANCE PROCEDURE**

¶ 278. **Section 1. Definitions**

¶ 279. a) A grievance is hereby defined as:

¶ 280. (1) A claim by either an employee or a group of employees, the WTA, 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 a condition affecting the employee's health and safety.

¶ 281. (2) An employee complaint or a complaint by the WTA concerning the evaluation of disciplinary action inflicted upon an employee shall be processed in accordance with the provisions of this Article.

¶ 282. (3) An allegation that there has been a procedural violation of the teacher evaluation plan, provided that such grievance shall not proceed beyond Level 2 of the formal process.

¶ 283. b) Whenever the term "days" is used in this Article, such term shall mean regularly scheduled school days.

¶ 284. **Section 2.** All grievances shall be processed in the following manner:

¶ 285. a) **Employee Grievance**

¶ 286. **Stage 1. (Informal)**

¶ 287. The employee and a WTA representative (if the employee so desires) shall discuss the grievance informally with the school official serving as the employee's immediate administrative superior.

¶ 288. While the aforementioned discussion is mandatory, it shall have no effect on the running of the time limit of thirty (30) school days as 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) days period, it is incumbent upon the employee to submit the written grievance to his/her immediate superior in accordance with the provisions of Stage 2, Level 1, below.

¶ 289. **Stage 2. (Formal)**

¶ 290. **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 WTA representative, which they must attend, but in any event must answer the grievance in writing with copies to the employee and the WTA within seven (7) school days following receipt of the written grievance.

- ¶ 291. **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 the WTA, may appeal the decision rendered on the grievance by his/her immediate administrative superior to the Superintendent or his/her designee provided said appeal is received by the Superintendent or his/her designee within seven (7) school 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 shall meet with the employee, a WTA representative, and witnesses, if any, for the employee and/or the Board, for the purpose of hearing the appeal and shall within seven (7) school days following the date upon which said meeting is held, render his/her decision in writing, sending copies to the employee and the WTA. The time limit for rendering of a decision herein may be extended by mutual agreement. Such requests and extensions shall be communicated in writing and consent to extend said time limit shall not be unreasonably withheld. If no extension has been agreed upon and a decision has not been rendered within the designated time frame, the grievance shall automatically be advanced to the next step of the grievance process.

- ¶ 292. **Level 3.** In the event the grievance is not satisfactorily resolved as a result of the decision rendered by the Superintendent or his/her designee in Level 2 above, the employee, by himself/herself or through the WTA, 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 or his/her designee's decision. Within seven (7) 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, the WTA, and witnesses, if any, for the employee and/or the Board, with respect to said appeal and shall, within seven (7) school days following hearing, render a decision in writing with copies to the employee and the WTA. The time limits for a Board hearing and/or rendering of a decision herein may be extended by mutual agreement. Such requests and extensions shall be communicated in writing and consent to extend said time limits shall not be unreasonably withheld. If no extensions have been agreed upon and a decision has not been rendered within the designated time frame, the grievance shall automatically be advanced to the next step of the grievance process.

¶ 293. **Level 4.** In the event the grievance is not resolved as a result of the procedures of Level 3 above, the WTA may submit the grievance to the State Board of Mediation and Arbitration (“SBMA”), the American Arbitration Association (the “AAA”) or the Alternative Dispute Resolution Center (the “ADRC”) in writing to binding arbitration in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association and subject to the limitations of Statute, including the Connecticut Arbitration Statutes; provided that the grievance is submitted to the SBMA, AAA or ADRC in writing by certified or electronic mail (if applicable), no later than ten (10) 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 decision, whichever shall occur first. Copies of the Demand for Arbitration sent to the SBMA, AAA or the ADRC must also be sent to the Superintendent and to the Board, to Corporation Counsel and to any other representative so designated by the Board.

¶ 294. The time limits for submission to arbitration may be extended by mutual agreement. Such requests and extensions shall be communicated in writing (first class or electronic mail) and consent to extend said time limits shall not be unreasonably withheld.

¶ 295. Fees and expenses of the Arbitrator- and court reporter shall be borne equally by both Parties. In the event either Party requests the use of a court reporter for grievances submitted to the SBMA, the court reporter fees and expenses shall be borne equally by both Parties. 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 to extend the time period. The procedures hereby established in this Article shall be the sole remedy for grievances under this Agreement.

¶ 296. b) Board or WTA Grievance

¶ 297. **Section 1.** The WTA and the Board and/or the Superintendent or his/her designee may file grievances, 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. Such grievances may be filed at Level 2 set forth above if they allege a violation of the contractual rights of the WTA as a labor organization or of the Board and/or the administration as an employer, or if they affect teachers in more than one school.

- ¶ 298. **Section 2.** Parties to a grievance are encouraged to make every effort to settle the grievance at the lowest possible administrative level and at the earliest stages of the grievance procedure set forth in this Article.
- ¶ 299. **Section 3.** Any grievance, not processed in accordance with time limits specified herein, shall be deemed waived by the grievant. Failure at any step of this procedure to communicate the decision on a grievance within the time limits set forth herein shall permit the grieving party to proceed to the next step.
- ¶ 300. **Section 4.** The preparation and processing of grievances shall be conducted after hours of employment. All reasonable effort will be made to avoid involvement of students in any phase of the grievance procedure.
- ¶ 301. **Section 5.** The Professional Rights and Responsibilities Committee (PR&R Committee) of the WTA shall have the right to assure compliance with the provisions of such Procedure or to represent the aggrieved if the aggrieved so desires. The WTA will receive prior notice of the time and place of any formal meetings held hereunder.
- ¶ 302. **Section 6.** Nothing in this Agreement shall be construed as compelling the WTA to submit a grievance to arbitration.
- ¶ 303. **Section 7.** The procedures hereby established in this Article shall be the sole remedy for grievances under this Agreement.
- ¶ 304. **Section 8.** All grievances, including WTA grievances, shall include the name and position of the grievant and the names and positions of the parties to a WTA grievance, the provision of the agreement violated, the time and the place where the alleged events or conditions constituting grievance existed, the identity of the party responsible for causing said events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party. The WTA shall, within twenty (20) days after filing a class action grievance, provide the Board with the names and positions of the parties to the WTA class action grievance, where appropriate. For example, in a grievance affecting all teachers, or all teachers in a level (K-5), grade, department or building, it shall be appropriate for the WTA to identify the group; in a grievance where a class of individuals claim harm and such harm is not directly related to their “class” then it shall be incumbent upon the WTA to name the individuals and their positions.
- ¶ 305. **Section 9.** Unless mutually agreed to by the parties, the Arbitrator shall hear and decide only one (1) 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 binding (per the limitations of Stage 2 - Level 4 - hereof) upon both parties and all employees during the life of

this Agreement, except that neither the Arbitrator nor his/her award shall usurp the statutory authority of the Board. The Arbitrator shall have the power to make an award, including appropriate compensatory awards.

- ¶ 306. **Section 10(a). Meetings** - 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, a WTA-CEA-NEA representative(s) and Board representatives and witnesses (not to be construed as observers to the proceedings). WTA and Board counsel shall be permitted at Levels 3 and 4. If, at the option of the Superintendent, his/her designee, or the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
- ¶ 307. **Section 10(b).** The WTA may, if it so desires, call upon the professional services of the Connecticut Education Association and/or the National Education Association for consultation and assistance at any stage of the procedure.
- ¶ 308. **Section 10(c).** When, pursuant to the Grievance Procedure prescribed by this Article, the WTA 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 the WTA Committee on Professional Rights and Responsibilities, or other representative designated by the WTA, shall be released for one (1) school day, without loss of pay, to investigate the alleged grievance.
- ¶ 309. **Section 11.** Copies of any grievances, or answers thereto, shall be sent to the grievant, the WTA and/or the Board.
- ¶ 310. **Section 12.** In the event a grievance is filed between June 1st 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 grievance through Level 3 by the succeeding Labor Day. Nothing herein shall prevent the Parties from reaching agreement to waive timelines and/or hold grievances in abeyance during the summer recess.
- ¶ 311. **Section 13.** 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 adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

- ¶ 312. **Section 14.** Neither the Board nor the WTA 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 the WTA shall not be required to process a grievance for any employee or represent him during the processing of his own grievance.
- ¶ 313. **Section 15.** The aggrieved teacher may be represented at Stage 1 of the informal grievance procedure and/or at Levels 1, 2 and 3 of the formal grievance procedure by a representative of the WTA who is not a member of the Rep Council. When a teacher is not represented by the WTA, the WTA shall have the right to be present and to state its views at all stages of the Grievance Procedure.
- ¶ 314. **Section 16.** Grievance processing software implemented on 8/13/2014 shall be continued in use. Any further revision shall be mutually agreed upon. The filing and processing grievances and related documents shall be prepared by the WTA and made available to the Superintendent or his/her designee so as to facilitate operation of the Grievance Procedure.

## **ARTICLE 25 SALARIES**

- ¶ 315. **Section 1.** Salaries for all employees are attached hereto in Appendix A.
- ¶ 316. **Section 2.** All employees shall be paid in accordance with the provisions noted below:
- ¶ 317. **Section 2(a).** All those who hold a permanent teaching certificate and who have completed less than fifteen (15) semester hours of approved study or those who have a Baccalaureate Degree shall be paid in accordance with the “Bachelors” Column of the appropriate schedule.
- Effective July 1, 2020,** all those who hold a permanent teaching certificate and who have a Baccalaureate Degree, regardless of additional hours of approved study shall be paid in accordance with the “Bachelors” Column of the appropriate schedule.
- ¶ 318. **Section 2(b).** All those who have completed at least fifteen (15) semester hours of approved study beyond the Baccalaureate Degree shall be paid in accordance with the “Bachelors + 15” Column of the appropriate schedule.

**Effective July 1, 2020,** all those who hold a permanent teaching certificate and who have a Baccalaureate Degree, regardless of additional hours of approved study shall be paid in accordance with the “Bachelors” Column of the appropriate schedule.

¶ 319. **Section 2(c).** All those who possess at least thirty (30) semester hours of approved study beyond the Baccalaureate Degree or who hold a Master's Degree shall be paid in accordance with the "Masters" Column of the appropriate Schedule.

¶ 320. **Section 2(d).** All those who have completed at least fifteen (15) semester hours of approved study beyond a Master's Degree or forty-five (45) semester hours beyond a Baccalaureate Degree shall be paid in accordance with the "Masters +15" Column of the appropriate schedule.

¶ 321. **Section 2(e).** All those who have at least thirty (30) semester hours of approved study beyond the Master's Degree, sixty (60) hours of approved study beyond the Baccalaureate Degree, or who have a Sixth Year Certificate or two (2) Master's Degrees shall be paid in accordance with the "6th Year" Column of the appropriate Schedule.

¶ 322. **Section 2(f).** All those who have completed at least fifteen (15) semester hours of approved study beyond the Sixth Year Certificate or beyond two (2) Master's Degrees, or seventy-five (75) semester hours beyond the Baccalaureate Degree or forty-five (45) semester hours beyond the Master's Degree, shall be paid in accordance with the "6th Year + 15" Column of the appropriate Schedule.

¶ 323. **Section 2(g).** All those who complete the necessary degree and/or credit requirements which will entitle them to a lateral advancement (to the appropriate degree or degree credit column) on the attached schedules, shall be paid according to the said appropriate degree or degree credit on the appropriate schedule beginning either the first day of school or March 1<sup>st</sup> immediately following the recording of proof of completion of said degree and/or credits with the Superintendent of Schools. A thirty (30) day grace period shall be allowed for presentation of these credits following the completion of the Summer Term or of the Fall Term respectively.

¶ 324. In each of the aforementioned categories, additional study, in order to be credited for advancement in the salary schedule, must be completed in a planned program of an accredited institution of higher learning recognized by either Connecticut State Department of Education or the National Council of Accreditation for Teacher Education or the New England Association for Schools and Colleges or other Regional Associations for Schools and Colleges. The program must have been approved by the proper authorities of that institution and/or the Superintendent. Additional studies not part of an approved planned program must specifically be approved in advance by the Board upon the recommendation of the Superintendent or his designee. If a particular course is not approved and is challenged, past practice cannot be used as evidence or as a basis of approval. Each course will be evaluated based on its value and legitimacy. The decision will be made within fifteen (15) school days from the receipt of necessary course descriptions. However, any review of this decision shall be limited to the issue of whether the decision to approve or disapprove of the course was arbitrary or capricious.

¶ 325. **Section 3.** The initial salary of a full-time teacher is the minimum of the salary class for which the teacher is professionally qualified. Higher placement may be approved by the Superintendent or the Superintendent's designee in his/her discretion for the following experience:

- ¶ 326. (a) Public, private, or collegiate full-time successful teaching experience under appointment.
- ¶ 327. (b) Long-term substitute temporary teacher experience in Waterbury.
- ¶ 328. (c) Military service (active duty) to a maximum of four years.
- ¶ 329. (d) Peace Corps, Teacher Corps, Americorps and Vista service to a maximum of two years.
- ¶ 330. (e) Up to three years of relevant private sector experience.
- ¶ 331. (f) In an area in which the Superintendent and the Board determine there is a shortage of qualified teachers, the Superintendent may grant up to three steps to inexperienced new hires or new hires with less than five years' experience, provided that such new hires shall not be placed above the fifth step upon hiring. Experienced new hires may be granted one additional step beyond normal placement in an area of shortage.

¶ 332. **Section 4.** Placement decisions shall be final and shall not be subject to challenge under the grievance-arbitration procedure.

¶ 333. **Section 5.** In the event of a teacher's completing the required number of credits for a higher salary on the appropriate salary schedule, and where such credits were not part of a planned program approved in accordance with the previous provisions of this Article, it shall be within the Superintendent's discretion to accept or reject such credits as completion of the necessary requirements to qualify the teacher for application of the lateral advancement on the appropriate salary schedule.

¶ 334. **Section 6.** In the event of a disagreement concerning the aforementioned rules, the individual involved may request a meeting with the Superintendent for the purpose of clarification of the issue. The Superintendent shall arrange such meetings within fifteen (15) calendar days of receipt of requests. The WTA may be invited to participate in such meetings by the individual concerned.

¶ 335. **Section 7.** Each teacher shall have his/her total annual salary (including, in addition to his/her base salary as determined from the appropriate salary schedules enumerated in Section 1 hereof, all monies payable to him/her for such extra compensatory duties performed during the academic day, as for example, Department Head, Special Service personnel, or guidance counselor, but excluding monies due him/her for such extracurricular ("before and after school") duties as for example, coaching, homebound, summer school, bus duty, or evening school) payable on a bi-weekly basis, in accordance with either one of the two payment options listed below, until the total number of payments are made or the teacher's services are terminated, whichever occurs first, provided however, that if the day of the week on which regular payday occurs is changed, such change will not occur more than once during a school year.

¶ 336. The said payment options are as follows. Option (a) shall automatically apply unless the Board is notified on or before June 1 of the preceding school year that option (b) or (c) is selected by the teacher.



- (a) Twenty-two (22) equal payments; or
- (b) Twenty-six (26) equal payments.

¶ 337. **Section 8.** Teachers shall be required as a condition of employment to authorize direct deposit of their paychecks.

¶ 338. **Section 9.** A Teaching Vice-Principal shall receive, in addition to the salary he/she receives as a result of the application of the Salary Schedules in Appendix A, attached hereto, a stipend in the amount of two thousand five hundred dollars (\$2,500.00).

¶ 339. **Section 10.** A teacher in the employment of the Board at the conclusion of one (1) school year who is re-employed at the opening of the next school year, shall be given the salary advancement (to the next step of the appropriate salary schedule appended hereto) at the opening of the next school year, provided that he has been employed by the Board since at least February 1st of that calendar year and the parties' Agreement provides for incremental advancement in that year.

¶ 340. **Section 11.** Subject to compliance with the requirements of Section 10, each teacher, who on the 1<sup>st</sup> day of school of the preceding year had not attained the maximum step on the appropriate salary schedules (see Appendix A attached hereto), shall receive on the 1<sup>st</sup> day of school of a given school year a step-advance on the said appropriate salary schedule, provided that the parties' Agreement provides for incremental advancement in that year.

¶ 341. **Section 12.** If this Agreement provides for step movement in a given school year, a teacher who has not arrived at the maximum step of the salary schedules in Appendix A attached hereto, shall advance one step to the next step in the appropriate salary schedule because of length of service, provided said teacher must, each year, during the term of this Agreement receive a recommendation other than "Professional Improvement" in the Teacher Evaluation Plan (T.E.P.) between the Board and the WTA. Nothing in this Section shall preclude the right of the appropriate Administrator to evaluate a teacher, who has attained the said maximum step, in accordance with the philosophy of the said T.E.P. In addition, no teacher who has not arrived at the said maximum step and who has received a "Professional Improvement" recommendation on the T.E.P. will be deprived of a step advance unless, and until, the Superintendent of Schools concurs with the said "Professional Improvement" recommendation. The Superintendent must issue his/her decision (of concurrence or disagreement with the Administrator's recommendation of "Professional Improvement") within twenty-one (21) calendar days of the date of the said "Professional Improvement" recommendation. If the Superintendent concurs with the said recommendation (and no step advance is granted to the affected teacher for the next academic year), nothing herein shall deprive the affected teacher of asserting, and pursuing, his/her appeal - due process rights under the said T.E.P. If the final decision under the said T.E.P. appeal process reverses the "Professional Improvement" recommendation, then the monetary consequences of any "lost" step advance or advances will be repaid to the affected teacher. In the event that the State of Connecticut, by legislative action or by Connecticut State Department of Education regulations, adopts mandatory regulations during the term of this Agreement, which (regulations) are in conflict with this Section, then the parties shall meet, negotiate and agree to make any necessary adjustments in this Section.

## **ARTICLE 26 INSURANCE**

¶ 342. **Section 1.** Except as otherwise provided below, each employee shall be eligible to elect for him or herself, spouse and eligible dependents, in the following healthcare options effective the first of the month following his or her date of hire and during the City's open enrollment period(s). For the purposes of this Article, an "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, as may be amended from time-to-time, shall be solely responsible for any resulting taxes and related charges, and shall hold the Board and the City harmless from any costs in connection with the provisions of such benefits.

¶ 343. (a) 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.

¶ 344.

¶ 346. A High Deductible Health Plan (HDHP-HSA) with a \$2,000/\$4,000 Deductible, funded jointly through a Health Savings Account.

¶ 347. Health Saving Account Funding and Timing: The City shall fund the following portion of the employee's annual deductible into the employee's HSA according to the following schedule:

- a. **Effective September 1, 2019**, the City will fund fifty percent (50%) of the annual deductible into the employee's Health Savings Account on a quarterly basis with payments made on September 1, December 1, March 1 and June 1.
- b. **Effective September 1, 2022**, the City will fund forty-five (45%) of the annual deductible into the employee's Health Savings Account on a quarterly basis with payments made on September 1, December 1, March 1 and June 1.

¶ 348. Once the annual deductible is met, there is 100% coinsurance for in-network medical coverage. Prescription drug costs at the negotiated rates, in network and out-of-network medical costs apply towards the annual HDHP deductible. For out-of-network services, there shall be coinsurance of 30% on covered expenses. Once the annual HDHP deductible is met, members will be responsible for prescription drug co-pays, as set forth below. Once the deductible is met, the member may be subject to additional out-of-pocket costs associated with out-of-network utilization. The maximum "out-of-pocket" expense associated with the

out-of-network cost is \$3,000/6,000 for individual 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.

¶ 349. **Health Reimbursement Account:** Subject to all applicable IRS regulations, a Health Reimbursement Account (“HRA”) shall be made available for any employee who is precluded from participating in a Health Savings Account (“HSA”) because the employee receives Medicare and/or veterans’ benefits. The annual maximum reimbursement by the City for employees participating in the HRA shall not exceed the dollar amount of the City’s annual HSA contribution for employees enrolled in the HSA.

¶ 350. 2. The Open Access Plus (OAP) Plan with the following co-payments:

- \$25 for all office visits
- \$50 for urgent care
- \$100 for emergency room
- \$200 for outpatient surgery
- \$300 inpatient hospitalization

¶ 351. 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

¶ 352.

¶ 353. (b) **Prescription Drug Benefits**

¶ 354. 1. Employees who enroll in the HDHP-HSA shall enroll in the Express Scripts (ESI) Public Sector Three-Tier Prescription Drug Plan. Prescription drug costs at the ESI negotiated rates will apply towards the annual HDHP deductible. Upon reaching the HDHP deductible, prescriptions co-payments of \$5 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 shall become the effective prescription costs. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. For non-participating pharmacies, the plan pays 70% of the Express Scripts (ESI) allowance.

¶ 355. 2. Employees who enroll in the Open Access Plus (OAP) Plan will also be enrolled in the Express Scripts (ESI) Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 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.. For non-participating pharmacies, the plan pays 70% of the Express Scripts (ESI) allowance.

¶ 356. (c) **Dental Plan**

¶ 357. Employees shall have the option to enroll in the Delta Dental Plan. The following shall apply to this plan:

- 100% coverage for preventive services and 50% coverage for basic services, in each case as defined in a Memorandum of Agreement dated September 19, 2007.
- A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage, except as set forth in said Memorandum of Agreement.
- A calendar year maximum of \$1,000 per participant.

¶ 358. Dental coverage may not be elected independent of the City's medical coverages.

¶ 359. (d) **Premium Cost Sharing**

Employee premium cost sharing (based on a City-wide experience rate) shall be by payroll deduction and shall be as follows:

¶ 360. 1. **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.

¶ 360A Effective September 1, 2019:  
**HDHP:** 19% of the premium or premium equivalent.

Effective September 1, 2019:

**OAP Plan:** the **HDHP** employee premium cost share plus the dollar difference between the full premium amounts for the OAP and the High Deductible Health Plans.

- ¶ 361. 2. **Prescription.** Each employee who is enrolled in the prescription plan shall pay the following:

¶ 361A. Effective September 1, 2019:  
**HDHP:** 19% of the premium or premium equivalent.

Effective September 1, 2019:  
**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.

- ¶ 362. 3. **Dental.** Each employee who is enrolled in the dental plan shall pay 20% of the premium or premium equivalent.

- ¶ 363. (e) 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:

i. To the extent permitted by law, a flexible spending account for medical expense reimbursements; and/or

ii. To the extent permitted by law, a dependent care assistance plan.

- ¶ 364. These plans shall be established and administered in accordance with Internal Revenue Code requirements.

- ¶ 365. (f) Any employee who voluntarily participates in an annual blood draw screening performed by IHS or another entity so designated by the City, shall be eligible for a health and wellness incentive in the amount of fifty dollars (\$50) for that benefit year upon notice to the City that the employee has participated.

- ¶ 366. (g) If the City receives 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 City and the Union will, upon request of the City and/or the Board, engage in mid-term negotiations regarding the impact of such excise tax.

- ¶ 367. **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 in place at the time notice is given by the City. 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.

¶ **368. 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.

¶ **369. 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.

¶ **370. Section 5.** The City of Waterbury (through the Board) shall provide without charge to the employee, life insurance equal to two times (2x) the annual base salary, of said employee, rounded up to the next one thousand dollars (\$1,000.00). The employee has the option of purchasing at the group rate additional life insurance up to the amount provided by the City in accordance with the procedures established by the City.

¶ **371. Section 5(a).** In addition to the life insurance provided in Section 4, employees may purchase, at the employee’s cost, an additional amount of life insurance, subject to the terms and conditions of the group life insurance contract in effect, an additional amount of up to one (1) times the annual base salary.

¶ **372.** Deductions from the employee’s pay for the total cost of this additional life insurance coverage shall be made in accordance with the employee’s pay cycle. The total amount of insurance provided by the City or purchased by the employee under this Article of the Agreement shall not exceed five hundred thousand dollars (\$500,000).

¶ 373. **Section 6.** Retiree Health Benefits

¶ 374. a. Employees hired on or after July 1, 2006.

¶ 375. Those employees who retire under the Teachers' Retirement Board and who are not participating in Medicare Part A and Part B, 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 and/or eligible dependents subject to payment of 100% of the applicable cost of the plan.

¶ 376. Retirees participating in Medicare Part A and Part B at the time of retirement or who are participating in Medicare Part A and Part B subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City 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 and/or eligible dependents subject to payment of 100% of the applicable cost of the plan.

¶ 377. Any payment or savings the City may receive for offering prescription drug benefits to Medicare eligible retirees and/or spouses, shall belong exclusively to the City.

¶ 378. 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.

¶ 379. Those employees who retire under the Teachers' Retirement Board and who are not participating in Medicare Part A and Part B, 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 and/or eligible dependents subject to payment of the applicable cost of the plan.

¶ 380. 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.

¶ 381. Retirees who are participating in Medicare Part A and Part B at the time of retirement or who later participate in Medicare Part A and Part B subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City 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 and/or eligible dependents subject to payment of 50% of the applicable cost of the plan.

¶ 382. 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.

¶ 383. c. Employees hired on or before June 30, 1996 and who are not eligible to participate in the City of Waterbury Pension Plan.

¶ 384. Those employees who retire under the Teachers' Retirement Board and who are not participating in Medicare Part A and Part B, 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 and/or eligible dependents subject to payment of the applicable cost of the plan.

¶ 385. 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.

¶ 386. Retirees who are participating in Medicare Part A and Part B at the time of retirement or who later participate in Medicare Part A and Part B subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City 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 and/or eligible dependents subject to payment of 20% of the applicable cost of the plan.

¶ 387. 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.



## **ARTICLE 27**

### **TEACHER PROTECTION**

¶ 388. Teachers shall be provided all protections required by state and federal law, including, but not limited to Conn. Gen. Stat. § 10-235, 10-236a, and 31-284.

¶ 389. **Section 1.** Teachers shall immediately report to their principal, and shall confirm in writing as soon as practicable, all cases of threats, bodily injury and/or personal property damages suffered by them in connection with their employment. In the event a teacher incurs a bodily injury and/or personal property damage attributed to bodily assault by a student, said teacher shall be compensated for property damage if such damage is not covered in full by the teacher's insurance. If partially covered by the teacher's insurance the Board shall pay the portion, including deductible, that insurance does not cover.

¶ 390. **Section 2.** When a teacher is attacked or otherwise molested in the performance of his/her duty, said injured teacher shall immediately advise the Superintendent of the situation and said teacher may swear out a warrant against the assailant and said affected teacher shall receive the support of the Board in any consequent prosecution.

¶ 391. **Section 3.** Whenever a teacher is absent from school as a result of personal injury caused by an accident, arising out of, and in the course of his/her employment, compensable under the Workers' Compensation Law, he/she shall be paid his/her full salary for the period of such absence. One-third of a day shall be deducted from the teacher's accumulative and/or annual sick leave for each day of absence upon which the teacher receives payment over and above the amount paid under the Workers' Compensation Law. The additional payment shall cease upon exhaustion of the teacher's annual and accumulative sick leave. Under no circumstances shall a teacher absent from school receive total compensation greater than his/her gross pay less Federal and State Income Taxes when he/she is not on leave.

¶ 392. **Section 4.** If a teacher is absent because of illness due to a communicable disease (e.g., mumps, measles, chicken pox, conjunctivitis, lice, impetigo, Fifth Disease or mononucleosis) traceable to contact made in school, the absence shall not be charged against his/her annual or accumulative sick leave.

¶ 393. **Section 5.** Teachers may exercise reasonable means to assure control of their classes.

¶ 394. **Section 6. Safety and Health** - The parties to this Agreement hold themselves responsible for mutual cooperative enforcement of all safety rules and regulations.

¶ 395. **Section 6(a).** Should a teacher complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by his/her immediate supervisor who shall report said complaint, in writing, immediately to the Superintendent, with a copy to the teacher who made the complaint.

¶ 396. **Section 7.** In order to maintain an atmosphere that is conducive to the highest level of the educational process, normal administrative use of the in school intercom must be limited to the following times:

¶ 397. (a) High School - up to ten (10) minutes following the opening of school and fifty (50) minutes prior to the close of school each day.

¶ 398. (b) K-5 and/or K-8 and Middle Schools - up to ten (10) minutes following the opening of school and ten (10) minutes prior to the close of school each day.

¶ 399. **Section 8.** In order to promote a positive and constructive school climate, the parties mutually agree to carry out their respective responsibilities under this agreement in a professional and respectful manner.

¶ 400. (a) Teachers should not be reprimanded by a principal or other administrator except in a private setting. Teachers subjected to public reprimand as described herein shall, prior to filing a grievance, file a complaint in writing with the Superintendent or his/her designee and allow the Superintendent or his/her designee an opportunity to investigate and address the complaint. The Superintendent or his/her designee shall communicate with the WTA regarding how the complaint was addressed. If a teacher's written complaint is not adequately addressed by the Superintendent or his/her designee within seven (7) school days, the teacher may file a grievance.

¶ 401. (b) Teachers should not be subjected to frequent interaction with a principal or other administrator, which results in humiliation or intimidation of the teacher. Teachers subjected to frequent interaction, which results in humiliation or intimidation of the teacher, shall, prior to filing a grievance, file a complaint in writing with the Superintendent or his/her designee and allow the Superintendent or his/her designee an opportunity to investigate and address the complaint. The Superintendent or his/her designee shall communicate with the WTA regarding how the complaint was addressed. If a teacher's written complaint is not adequately addressed by the Superintendent or his/her designee within seven (7) school days, the teacher may file a grievance. For purposes of this section, claims of isolated, infrequent instances of hostile conduct, claims based on stray remarks, claims alleging unannounced classroom walkthroughs and/or classroom observations and/or, claims based on directives made during an emergency, shall be insufficient to initiate a grievance under this section. The WTA agrees to file and/or pursue no more than ten (10) grievances per school year alleging violations of this subsection.

¶ 402. **Section 9.** In recognition of the disruptive effect unauthorized personal electronic device use by students can have on a classroom's learning environment, teachers have the right to enforce the provisions of the Board's electronic device policy, as said policy may change from time to time.

## **ARTICLE 28**

### **DUES DEDUCTION**

¶ 403. **Section 1.** All teachers employed by the Waterbury Board shall have the right to join the WTA. The WTA agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the deduction of dues and for otherwise complying with this Article. The singular reference to the “WTA” herein shall be interpreted as referring to the Waterbury Teachers’ Association, the Connecticut Education Association, and the National Education Association.

¶ 404. **Section 2.** Deductions - Based on transmittal forms as submitted by the WTA, the Waterbury Board will deduct from teachers’ salaries WTA-CEA-NEA membership dues amounts by means of payroll deductions. The amount of the deductions shall be divided equally by the number of paychecks from and including the first and second paychecks in September through and including the first and second paychecks in June. The amount of WTA membership dues and service fee shall be certified by the WTA to the Board by August 1 of each year. In the event employment is terminated, dues amounts or service fees still owed shall be deducted from the final pay of said employee and transmitted to the WTA. The WTA agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the deduction of dues.

¶ 405. **Section 3.** Subsequent Employment - Those teachers whose employment commences after the start of the school year shall pay an amount equal to the percentage of the remaining school year.

¶ 406. **Section 4.** Forwarding of Monies – The Board agrees to forward to the WTA each pay period a check for the amount of money deducted during that pay period. The Board shall include with such check a list of teachers by name for whom such deductions were made.

¶ 407. **Section 5.** Lists - No later than the first paycheck in October of each school year the Board shall provide the WTA with a list of all bargaining unit members and the positions held by each unit member. The WTA shall be notified monthly of any changes in said list.

¶ 408. **Section 6.** The WTA shall file a transmittal list to the Board or its designee no later than August 1. The WTA shall also file said transmittal lists of teachers hired throughout the school year on a rolling basis. Such listing will include the teachers’ names and statement of WTA-CEA-NEA membership status and the amount to be deducted.

¶ 409. **Section 7.** Teachers shall be eligible to participate in a Tax Shelter Annuity Plan established pursuant to United States Public Law No. 87-370 or any successor law and/or the City’s Deferred Compensation Plan.

¶ 410. **Section 8.** 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 or agency service fees. 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.

¶ **411. Section 8(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.

¶ **412. Section 8(b).** In the event that an employee receives no pay on the payday on which Union dues or agency service fees 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.

¶ **413. Section 8(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 of Education, from time to time, in accordance with the Board/City of Waterbury's HRIS system and applicable law.

## **ARTICLE 29 PERSONNEL FILES**

¶ **414. Section 1.**

¶ **415. (a)** No allegations by a school official or fellow employee alleging material of a scandalous nature regarding a teacher's conduct, service, character or personality shall be placed in the teacher's file without just cause and notice to the teacher. The teacher shall have the right to read such material and respond to it in writing and shall have the right to seek removal of material from his or her file if he or she believes just cause is lacking.

¶ **416. (b)** Written letters of reprimand shall be removed from the teacher's personnel file after a period of twenty four (24) months has elapsed from the date of the letter's issuance, provided there are no additional letters of reprimand against the employee during said twenty four (24) month period. Last chance agreements and settlement agreements do not constitute letters of reprimand and therefore, are not subject to the segregation requirements of this provision. Nothing outlined herein shall infringe on a teacher's right to grieve a disciplinary letter through the applicable grievance procedure, as set forth in Article 24 of this agreement.

¶ **417. (c)** Nothing in Section 1(b) shall relieve the Board of Education of its obligations under the Freedom of Information Act or any other legal requirements related to the retention or production of employee records.

¶ **418. 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 a teacher (which complaint is deemed serious enough by the administration to become a matter of formal record) shall be promptly called to the teacher's attention. No such complaint shall become a matter of formal record

unless it is in written form, signed by the complainant. Teachers are entitled to know the identity or source of all such formal record complaints and, in addition, if the teacher so requests, he/she may copy such formal record complaint. The teacher shall acknowledge that he/she has read such complaint by affixing his/her signature on the copy thereof which has been made a matter of formal record with the understanding that such signature merely signifies that he/she read the material to be filed and does not necessarily indicate agreement with its content.

¶ 419. The teacher shall have the opportunity to add any material he/she wishes (by way of reply or refutation) to the formal record.

## **ARTICLE 30 MISCELLANEOUS**

¶ 420. **Section 1.** Employees who are authorized and required by the Superintendent or his/her designee to use their own automobiles for transportation from school to school in the performance of their duties shall be reimbursed by the Board for the use of such automobile at the rate of the IRS allowance per mile for each mile such automobiles are used for such purposes provided each teacher requesting such reimbursement occupies a position which is on the “authorized list” as agreed to between the WTA and the Board and providing further such employees submit vouchers in accordance with Board procedures specifying when and the manner in which the automobile was used, the extent to which it was used, and the amount of reimbursement sought.

¶ 421. **Section 1(a).** As a condition of employment, employees using a private automobile while engaged in City business, or those employees operating a City vehicle in the course of their employment, 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 City to conduct such motor vehicle background checks.

¶ 422. **Section 2.** Each teacher, who receives vehicle reimbursement per the provisions of Section 1 of this Article shall transmit to the Superintendent’s Office a statement indicating the amounts of automobile liability insurance on his/her private automobile in the amount of at least one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per occurrence for bodily injuries, and in the amount of at least twenty thousand dollars (\$20,000.00) for property damage liability per occurrence or a combined single limit of three hundred thousand dollars (\$300,000.00), and indicating the name of the insurance company (including the agent’s name), the effective date of the policy and the termination date thereof. Failure of the employee to transmit said statement to the Superintendent’s Office within sixty (60) days of the date that he/she is authorized to receive the travel allowance prescribed by Section 1 hereof (or within sixty (60) days of the renewal date of the underlying liability insurance policy) shall be grounds for the Superintendent to terminate the said authorization.

¶ 423. **Section 3.** The Board and the Superintendent shall attempt to make suitable parking areas available to employees on, or near, the school property where they are assigned.

¶ 424. **Section 4.** The City shall provide each employee with a copy of this Agreement within thirty (30) days after the date of approval by the Board or the expiration of the period for Aldermanic rejection, or in any event at least thirty (30) days prior to the effective date of the Agreement.

¶ 425. **Section 5.** When a teacher is requested by the Superintendent, or his/her designee, to observe another teacher's teaching method and process in the Waterbury School system, or when the Superintendent or his/her designee approves a teacher's request, accompanied by the recommendations of the teacher's supervisor and/or principal, to observe another teacher's teaching method and process in the Waterbury School system, such observation shall occur on date(s) mutually agreed to by the teacher being observed and the Superintendent or his/her designee. Such observation period shall be granted without loss of pay and will not be charged to any type of leave to which the teacher is otherwise entitled per the provisions of this Agreement.

¶ 426. **Section 6.** If any provision of this Agreement is, or shall be determined to be, contrary to law by a Court of competent jurisdiction or contrary to the regulations of the 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.

¶ 427. **Section 7.** This Agreement constitutes the sole and complete agreement between the parties and the provisions of this Agreement shall prevail and govern over any contrary Board ruling or administrative regulation. This Agreement may be amended only by a written agreement similarly executed by the parties hereto.

¶ 428. **Section 8.** A teacher may be called upon to meet with an administrator for investigatory purposes. At this meeting, a teacher may request the attendance of a WTA Representative. Given the time sensitivity as well as the subject matter sensitivity of many investigations undertaken by the Administration, it is understood that a teacher's right to request the attendance of a WTA representative during investigations where time is of the essence shall be defined to mean those WTA representatives available in the building. If more than one (1) WTA representative is available on site, the teacher shall have the exclusive right to select which representative shall attend said meeting with the teacher. Once the Administration has completed its investigation, if a teacher is called upon to meet with the Superintendent and/or a Principal or Principals (or his/her immediate supervisor) for the purpose of discussing the possibility of being formally reprimanded or disciplined, the teacher shall be given forty-eight (48) hours prior notice and the reasons therefore shall be presented to the teacher in writing. Association representation shall be accorded any teacher who desires it. The administrator requesting the meeting shall immediately confirm the reason for the meeting in writing via electronic mail to the affected teacher and the WTA President. Nothing in this Section shall be construed as limiting a supervisor's right to give reasonable orders that relate to the operations of schools.

¶ 429. **Section 9.** The Board shall provide in the School Department a daily service for the distribution, pickup and delivery of all inter-school material (including paychecks and payroll reports) and all other mail from the “boxes” at the central office.

¶ 430. **Section 10.** For each High School Guidance Department, a Guidance Counselor shall be assigned to his High School for a two (2) week period (of not more than ten (10) consecutive days) during the months of August and/or June in any given calendar year. At the discretion of the Superintendent or her/his designee, five (5) out of the ten (10) days may be scheduled in June. The precise dates in August and/or June for this assignment (in a given High School) shall be determined by the Superintendent (or his/her designee) and the Principal of that High School and those dates shall be posted in the respective Guidance Department no later than April 1<sup>st</sup>, of a given year. Payment for this assignment during the month of August and/or June shall be eighty percent (80%) of 1/13 of sixty percent (60%) of the annual gross salary (being earned as of June of that year) for the teacher’s academic day activity, as per the provisions of Article 25 hereof. During each day in August and/or June the Guidance Counselor assigned to the High School per the provisions of this Section shall be in attendance at the High School for four (4) hours. Assignment of the Guidance Counselor in each High School shall be made on the basis of seniority (within that High School Guidance Department) and shall be scheduled on a rotating basis from year to year. Should a Guidance Counselor be unable to accept his/her “turn” and/or when he/she accepts his/her said “turn”, he/she shall go to the bottom of the list. Notification by a Guidance Counselor of his/her availability for the assignment prescribed by this Section must be submitted to the Superintendent no later than April 15th of a given year. The Superintendent or his/her designee shall give notification to students and parents, through the newspaper and other media, of the August and/or June dates of the availability of a Guidance Counselor in each High School.

¶ 431. **Section 11.** Substitute teachers are to be provided whenever a teacher is absent to serve on a particular committee regarding curriculum.

¶ 432. **Section 12.** Teachers may leave the school building during unassigned periods upon receiving permission from the Principal or his/her designee. Teachers who do leave the building under this provision shall notify the Principal or his/her designee upon their return. A “Sign-Out/Sign-In” sheet shall be provided in the main office.

¶ 433. **Section 13.** In schools where the Board assigns at least one floating substitute teacher for every 400 students, teachers may be required to perform substitute services or accept students from absent teacher(s) without remuneration or any other remedy, and without regard to otherwise applicable class size maximum. Substitute services include any service that a substitute teacher would otherwise perform, including the occasional assignment of additional student contact time during an otherwise scheduled preparation period or unassigned period. In schools where the Board does not assign at least one floating substitute teacher for every 400 students, in the event an absent classroom teacher (including Itinerant Art, Music and P.E.) is not provided with a substitute then the absent teacher shall be charged one (1) leave day including sick, personal, professional and legal. The teacher(s) (including Itinerant Art, Music and P.E.) who take these students shall divide equally one (1) leave day per occurrence and no class size or load maximum shall be exceeded.

¶ 434. In schools where the Board does not assign at least one floating substitute teacher for every 400 students, in the event an absent classroom teacher (including Itinerant Art, Music and P.E.) is not provided with a substitute then the absent teacher shall be charged one (1) leave day including sick, personal, professional and legal. The teacher(s) (including Itinerant Art, Music and P.E.) who take these students shall divide equally one (1) leave day per occurrence and no class size or load maximum shall be exceeded.

¶ 435. **Section 14.** It is incumbent upon the Board to see that all equipment and computers are properly maintained and in working order at all times. Equipment unworkable or unserviceable or stolen shall be replaced as soon as possible.

¶ 436. **Section 15.** On the first day of each marking period, every teacher will be provided with a printout of a complete, updated roster for all classes that are the responsibility of said teacher. Said roster will not be teacher-generated and will contain, as a minimum, the student's name, student's identification number, student's address, name of the student's legal guardian and the student's telephone number.

¶ 437. **Section 16.** Mentor teachers who are assigned to mentor beginning teachers under the TEAM Program shall be compensated \$500.00 per mentee per year, to be paid on a pro-rated basis upon completion of the mentoring teacher's responsibilities for each module (\$250 per module). All mentor teachers shall report to the District TEAM Coordinator.

¶ 438. **Section 17.** The Board reserves the right to establish or change its student discipline policy. However, failure to adhere to the requirements of the policy (but not administrative judgments within the parameters of the policy) shall be subject to the grievance procedure, but not beyond Level 3.

## **ARTICLE 31 SCOPE OF THE AGREEMENT**

¶ 439. **Section 1.**

¶ 440. (a) The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.

¶ 441. (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.

¶ 442. (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 have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.



## **ARTICLE 32**

### **OTHER TEACHING ACTIVITIES, REMUNERATION AND SELECTION**

¶ 443. **Section 1.** In the event an employee works in a program or activity for which certification is required during the summer months, or any portion thereof (that is those months between the end of a given academic year assignment and the commencement of the subsequent regular academic year assignment), or work in such a program or activity outside the regularly scheduled student day, that teacher shall be compensated for said professional activity at the rate of \$33.00 per hour effective July 1, 2019.

¶ 444. **Section 2.** Teachers for the said programs shall be selected on the basis of their certifications for the particular program and all areas of their expertise (discipline, grade level and program).

¶ 445. **Section 3.** Positions for summer school shall be posted as soon as practicable, and if funds for the program are available, prior to May 1. Positions in other programs as defined in Section 1 shall be posted as soon as practicable.

¶ 446. **Section 4.** Appointment to any vacant position in a summer program shall be made within fifteen (15) days following the end of the said posting period described by Section 3 hereof.

¶ 447. **Section 5.** The hired applicant of any Adult Education, Community School, Extended Day or Summer School Program shall be notified of his or her assignment in writing, as far in advance of the Program's commencement as possible.

¶ 448. **Section 6.** Members of the WTA bargaining unit shall have preference for appointment to positions in Adult Education summer program, provided incumbents who are not members of the WTA bargaining unit are not displaced as a result, and further provided that such appointment will not interfere with the teacher's ability to carry out the responsibilities of his/her regular teaching assignments, in the judgment of the administrator making the appointment. However, individuals in Adult Education summer program positions for the 2009 summer term will have priority for these positions before other candidates are chosen, so long as said individuals remain annually employed in that program.

## **ARTICLE 33**

### **MANAGEMENT RIGHTS**

¶ 449. **Section 1.** 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.

¶ 450. **Section 2.** 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:

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

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

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

¶ 454. (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, including Policy 4010 (Nepotism: Employment of Relatives), as adopted 12/17/01 and revised 10/30/06, 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;

¶ 455. (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);

¶ 456. (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;

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

¶ 458. (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;

¶ 459. (i) the right to discontinue services, positions, operations or programs in whole or in part.

¶ 460. 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 concerns which the Board and WTA mutually share.

¶ 461. **Section 3.** 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.

## **ARTICLE 34**

### **NEGOTIATIONS OF SUCCESSOR AGREEMENT – DURATION**

¶ 462. **Section 1.** The parties agree to negotiate in good faith to secure a Successor Agreement in accordance with the provisions of the Teachers' Negotiating Act, as amended and as may be amended hereafter. The parties agree to commence such negotiations in accordance with state law.

¶ 463. **Section 2.**  
This Agreement shall be effective and binding as of July 1, 2019 unless a different effective date is prescribed in this Agreement for any Section or Article or provision of this Agreement, and this Agreement shall remain in force and effect through June 30, 2023.

¶ 464.

**APPENDIX A  
SALARY SCHEDULES**

**SCHEDULE A  
2019-20**

	BA	BA+15	MA	MA+15	6THYR	6TH+15	PHD
Step							
1	43,110	44,593	46,107	47,769	49,392	50,901	52,491
2	43,613	47,005	48,496	50,240	52,048	53,637	55,339
3	47,897	49,411	50,838	52,804	54,744	56,413	58,141
4	50,240	51,772	53,261	55,339	57,412	59,134	60,997
5	52,656	54,151	55,632	57,844	60,081	61,831	63,233
6	55,040	56,497	58,005	60,376	62,773	64,581	66,275
7	57,412	58,918	60,376	62,880	65,441	67,275	69,750
8	59,783	61,236	62,747	65,441	68,078	70,021	72,207
9	62,745	64,207	65,683	68,542	71,343	73,416	75,008
10	66,252	68,074	69,888	72,651	75,348	77,578	79,477
11	69,759	71,941	74,092	76,761	79,352	81,739	83,945
12	77,369	80,054	82,682	85,400	88,024	90,711	93,365

There shall be no step advancements during the 2019-20 school year.

**SCHEDULE A-1**  
**2019-20 Revised Salary Schedule**

	<b>BA</b>	<b>MA</b>	<b>M15</b>	<b>6TH</b>	<b>6<sup>TH</sup>+15</b>	<b>PHD</b>
<b>Step 1</b>	\$ 46,496	\$ 48,022	\$ 49,601	\$ 51,125	\$ 52,686	\$ 54,227
<b>Step 2</b>	\$ 48,058	\$ 49,635	\$ 51,267	\$ 52,842	\$ 54,455	\$ 56,049
<b>Step 3</b>	\$ 49,672	\$ 51,303	\$ 52,989	\$ 54,617	\$ 56,285	\$ 57,931
<b>Step 4</b>	\$ 51,341	\$ 53,026	\$ 54,769	\$ 56,452	\$ 58,175	\$ 59,877
<b>Step 5</b>	\$ 53,065	\$ 54,807	\$ 56,609	\$ 58,348	\$ 60,130	\$ 61,889
<b>Step 6</b>	\$ 54,848	\$ 56,649	\$ 58,511	\$ 60,309	\$ 62,149	\$ 63,968
<b>Step 7</b>	\$ 56,690	\$ 58,551	\$ 60,476	\$ 62,334	\$ 64,237	\$ 66,117
<b>Step 8</b>	\$ 58,595	\$ 60,518	\$ 62,508	\$ 64,428	\$ 66,395	\$ 68,338
<b>Step 9</b>	\$ 60,563	\$ 62,551	\$ 64,607	\$ 66,593	\$ 68,625	\$ 70,633
<b>Step 10</b>	\$ 62,597	\$ 64,652	\$ 66,778	\$ 68,830	\$ 70,931	\$ 73,006
<b>Step 11</b>	\$ 64,700	\$ 66,824	\$ 69,021	\$ 71,500	\$ 73,500	\$ 75,458
<b>Step 12</b>	\$ 66,874	\$ 69,069	\$ 71,339	\$ 73,531	\$ 75,776	\$ 77,993
<b>Step 13</b>	\$ 69,120	\$ 71,389	\$ 73,736	\$ 76,001	\$ 78,321	\$ 80,613
<b>Step 14</b>	\$ 71,442	\$ 73,787	\$ 76,213	\$ 78,554	\$ 80,952	\$ 83,321
<b>Step 15</b>	\$ 73,462	\$ 75,874	\$ 78,368	\$ 80,776	\$ 83,242	\$ 85,677
<b>Step 16</b>	\$ 75,346	\$ 77,819	\$ 80,377	\$ 82,847	\$ 85,376	\$ 87,874
<b>Step 17</b>	\$ 77,080	\$ 79,610	\$ 82,227	\$ 84,754	\$ 87,341	\$ 89,896
<b>Step 18</b>	\$ 78,653	\$ 81,235	\$ 83,906	\$ 86,484	\$ 89,124	\$ 91,731
<b>Step 19</b>	\$ 80,054	\$ 82,682	\$ 85,400	\$ 88,024	\$ 90,711	\$ 93,365
<b>Step 20</b>	\$ 81,255	\$ 83,922	\$ 86,681	\$ 89,344	\$ 92,072	\$ 94,765

The Revised Salary Schedule for the 2019-20 school year shall replace the salary schedule in place for the 2019-20 school year for the sole purpose of calculating the salary schedule for the 2020-21 school year. All teachers on step on June 30, 2020 shall transition to the corresponding step placement assigned on the 2019-20 Revised Salary Schedule on July 1, 2020, as set forth more fully in Appendix I of this Agreement.

**SCHEDULE A-2**  
**2020-21**

	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>6TH</b>	<b>6<sup>TH</sup>+ 15</b>	<b>PHD</b>
<b>Step 1</b>						
<b>Step 2</b>	\$ 48,058	\$ 49,635	\$ 51,267	\$ 52,842	\$ 54,455	\$ 56,049
<b>Step 3</b>	\$ 49,672	\$ 51,303	\$ 52,989	\$ 54,617	\$ 56,285	\$ 57,931
<b>Step 4</b>	\$ 51,341	\$ 53,026	\$ 54,769	\$ 56,452	\$ 58,175	\$ 59,877
<b>Step 5</b>	\$ 53,065	\$ 54,807	\$ 56,609	\$ 58,348	\$ 60,130	\$ 61,889
<b>Step 6</b>	\$ 54,848	\$ 56,649	\$ 58,511	\$ 60,309	\$ 62,149	\$ 63,968
<b>Step 7</b>	\$ 56,690	\$ 58,551	\$ 60,476	\$ 62,334	\$ 64,237	\$ 66,117
<b>Step 8</b>	\$ 58,595	\$ 60,518	\$ 62,508	\$ 64,428	\$ 66,395	\$ 68,338
<b>Step 9</b>	\$ 60,563	\$ 62,551	\$ 64,607	\$ 66,593	\$ 68,625	\$ 70,633
<b>Step 10</b>	\$ 62,597	\$ 64,652	\$ 66,778	\$ 68,830	\$ 70,931	\$ 73,006
<b>Step 11</b>	\$ 64,700	\$ 66,824	\$ 69,021	\$ 71,500	\$ 73,500	\$ 75,458
<b>Step 12</b>	\$ 66,874	\$ 69,069	\$ 71,339	\$ 73,531	\$ 75,776	\$ 77,993
<b>Step 13</b>	\$ 69,120	\$ 71,389	\$ 73,736	\$ 76,001	\$ 78,321	\$ 80,613
<b>Step 14</b>	\$ 71,442	\$ 73,787	\$ 76,213	\$ 78,554	\$ 80,952	\$ 83,321
<b>Step 15</b>	\$ 73,462	\$ 75,874	\$ 78,368	\$ 80,776	\$ 83,242	\$ 85,677
<b>Step 16</b>	\$ 75,346	\$ 77,819	\$ 80,377	\$ 82,847	\$ 85,376	\$ 87,874
<b>Step 17</b>	\$ 77,080	\$ 79,610	\$ 82,227	\$ 84,754	\$ 87,341	\$ 89,896
<b>Step 18</b>	\$ 78,653	\$ 81,235	\$ 83,906	\$ 86,484	\$ 89,124	\$ 91,731
<b>Step 19</b>	\$ 80,054	\$ 82,682	\$ 85,400	\$ 88,024	\$ 90,711	\$ 93,365
<b>Step 20</b>	\$ 81,255	\$ 83,922	\$ 86,681	\$ 89,344	\$ 92,072	\$ 94,765

All teachers shall advance one step on the Revised 2019-20 Salary Schedule during the 2020-21 school year.

**SCHEDULE A-3**  
**2021-22**

	<b>BA</b>	<b>MA</b>	<b>MA +15</b>	<b>6TH</b>	<b>6<sup>TH</sup> +15</b>	<b>PHD</b>
<b>Step 1</b>						
<b>Step 2</b>						
<b>Step 3</b>	\$ 49,672	\$ 51,303	\$ 52,989	\$ 54,617	\$ 56,285	\$ 57,931
<b>Step 4</b>	\$ 51,341	\$ 53,026	\$ 54,769	\$ 56,452	\$ 58,175	\$ 59,877
<b>Step 5</b>	\$ 53,065	\$ 54,807	\$ 56,609	\$ 58,348	\$ 60,130	\$ 61,889
<b>Step 6</b>	\$ 54,848	\$ 56,649	\$ 58,511	\$ 60,309	\$ 62,149	\$ 63,968
<b>Step 7</b>	\$ 56,690	\$ 58,551	\$ 60,476	\$ 62,334	\$ 64,237	\$ 66,117
<b>Step 8</b>	\$ 58,595	\$ 60,518	\$ 62,508	\$ 64,428	\$ 66,395	\$ 68,338
<b>Step 9</b>	\$ 60,563	\$ 62,551	\$ 64,607	\$ 66,593	\$ 68,625	\$ 70,633
<b>Step 10</b>	\$ 62,597	\$ 64,652	\$ 66,778	\$ 68,830	\$ 70,931	\$ 73,006
<b>Step 11</b>	\$ 64,700	\$ 66,824	\$ 69,021	\$ 71,500	\$ 73,500	\$ 75,458
<b>Step 12</b>	\$ 66,874	\$ 69,069	\$ 71,339	\$ 73,531	\$ 75,776	\$ 77,993
<b>Step 13</b>	\$ 69,120	\$ 71,389	\$ 73,736	\$ 76,001	\$ 78,321	\$ 80,613
<b>Step 14</b>	\$ 71,442	\$ 73,787	\$ 76,213	\$ 78,554	\$ 80,952	\$ 83,321
<b>Step 15</b>	\$ 73,462	\$ 75,874	\$ 78,368	\$ 80,776	\$ 83,242	\$ 85,677
<b>Step 16</b>	\$ 75,346	\$ 77,819	\$ 80,377	\$ 82,847	\$ 85,376	\$ 87,874
<b>Step 17</b>	\$ 77,080	\$ 79,610	\$ 82,227	\$ 84,754	\$ 87,341	\$ 89,896
<b>Step 18</b>	\$ 78,653	\$ 81,235	\$ 83,906	\$ 86,484	\$ 89,124	\$ 91,731
<b>Step 19</b>	\$ 80,054	\$ 82,682	\$ 85,400	\$ 88,024	\$ 90,711	\$ 93,365
<b>Step 20</b>	\$ 81,255	\$ 83,922	\$ 86,681	\$ 89,344	\$ 92,072	\$ 94,765
<b>Step 21</b>	\$ 82,067	\$ 84,761	\$ 87,548	\$ 90,238	\$ 92,992	\$ 95,713

All teachers shall advance one step on the Salary Schedule during the 2021-22 school year.

**SCHEDULE A-4**  
**2022-23**

	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>6TH</b>	<b>6<sup>TH</sup> + 15</b>	<b>PHD</b>
<b>Step 1</b>						
<b>Step 2</b>						
<b>Step 3</b>						
<b>Step 4</b>	\$ 51,341	\$ 53,026	\$ 54,769	\$ 56,452	\$ 58,175	\$ 59,877
<b>Step 5</b>	\$ 53,065	\$ 54,807	\$ 56,609	\$ 58,348	\$ 60,130	\$ 61,889
<b>Step 6</b>	\$ 54,848	\$ 56,649	\$ 58,511	\$ 60,309	\$ 62,149	\$ 63,968
<b>Step 7</b>	\$ 56,690	\$ 58,551	\$ 60,476	\$ 62,334	\$ 64,237	\$ 66,117
<b>Step 8</b>	\$ 58,595	\$ 60,518	\$ 62,508	\$ 64,428	\$ 66,395	\$ 68,338
<b>Step 9</b>	\$ 60,563	\$ 62,551	\$ 64,607	\$ 66,593	\$ 68,625	\$ 70,633
<b>Step 10</b>	\$ 62,597	\$ 64,652	\$ 66,778	\$ 68,830	\$ 70,931	\$ 73,006
<b>Step 11</b>	\$ 64,700	\$ 66,824	\$ 69,021	\$ 71,500	\$ 73,500	\$ 75,458
<b>Step 12</b>	\$ 66,874	\$ 69,069	\$ 71,339	\$ 73,531	\$ 75,776	\$ 77,993
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<b>Step 16</b>	\$ 75,346	\$ 77,819	\$ 80,377	\$ 82,847	\$ 85,376	\$ 87,874
<b>Step 17</b>	\$ 77,080	\$ 79,610	\$ 82,227	\$ 84,754	\$ 87,341	\$ 89,896
<b>Step 18</b>	\$ 78,653	\$ 81,235	\$ 83,906	\$ 86,484	\$ 89,124	\$ 91,731
<b>Step 19</b>	\$ 80,054	\$ 82,682	\$ 85,400	\$ 88,024	\$ 90,711	\$ 93,365
<b>Step 20</b>	\$ 81,255	\$ 83,922	\$ 86,681	\$ 89,344	\$ 92,072	\$ 94,765
<b>Step 21</b>	\$ 82,067	\$ 84,761	\$ 87,548	\$ 90,238	\$ 92,992	\$ 95,713
<b>Step 22</b>	\$ 82,888	\$ 85,609	\$ 88,423	\$ 91,140	\$ 93,922	\$ 96,670

All teachers shall advance one step on the Salary Schedule during the 2022-23 school year.



¶ 467.

## APPENDIX B STIPENDS

### SCHEDULE B<sup>1</sup> COACHES

	<u>RATIO</u>	<u>2018-19</u>	<u>2019-20</u>
<b>Football</b>	1	\$6,757	\$6,892
Assistant Football (4)	0.75	\$5,068	\$5,169
Assistant Football (with no Freshman Team)	0.55	\$3,717	\$3,791
<b>Basketball</b>	0.86	\$5,812	\$5,928
Assistant Basketball (with J.V. Team for entire season)	.62	\$4,189	\$4,273
Assistant Basketball (with no J.V. Team)	0.45	\$2,949	\$3,008
Freshman Basketball (If position is adopted by Bd.)	0.3	\$2,028	\$2,069
<b>Baseball &amp; Softball</b>	0.82	\$5,542	\$5,653
Assistant Baseball (with J.V. Team for entire season)	0.5	\$3,379	\$3,447
Assistant Baseball (with no J.V. Team)	0.3	\$2,028	\$2,069
Freshman Baseball (If position is adopted by Bd.)	0.3	\$2,028	\$2,069
<b>Soccer</b>	0.56	\$3,784	\$3,860
Assistant Soccer (with J.V. Team for entire season)	.4	\$2,703	\$2,757
Assistant Soccer (with NO J.V. Team for entire season)	.4	\$2,703	\$2,757
<b>Swimming</b>	0.8	\$5,406	\$5,514
Assistant Swimming	0.45	\$3,041	\$3,102
<b>Track</b>	0.8	\$5,406	\$5,514
Assistant Track	0.45	\$3,041	\$3,102

Indoor Track	.8	\$5,406	\$5,514
Assistant Indoor Track	.45	\$3,041	\$3,102
<b>Cross Country</b>	0.47	\$3,176	\$3,240
<b>Volleyball</b>	0.56	\$3,784	\$3,860
Assistant Volleyball (If position is adopted by Bd.)	0.4	\$2,703	\$2,757
<b>Tennis (per team)</b>	0.47	\$3,176	\$3,240
<b>Rifle</b>	0.47	\$3,176	\$3,240
<b>Golf</b>	0.47	\$3,176	\$3,240
<b>Cheerleader Coach (High School)</b>	0.75	\$5,068	\$5,169
Assistant Cheerleader Coach (High School)	.4	\$2,703	\$2,757
<b>Cheerleader Coach (Middle School)</b>	0.47	\$3,176	\$3,240
<b>Middle School (Per Team Sport)</b>	0.47	\$3,176	\$3,240
<b>Alternative School (Per Team Sport)</b>	0.47	\$3,176	\$3,240
<b>Business Managers (In High School)</b>	1	\$6,758	\$6,893
<b>Director of Sports</b>	1.62	\$10,948	\$11,167
<b>Unified Sports Lead Coach (Middle &amp; High School)</b>	.47	\$3,176	\$3,240
<b>Unified Sports Associate Coach (Middle &amp; High School)</b>	.35	\$2,365	\$2,412

<b>Strength &amp; Conditioning Coach</b> (per season)	.35	\$2,365	\$2,412
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¶ 468.

**SCHEDULE B<sup>2</sup>**  
**ADVISORS**

	<u><b>2018-19</b></u>	<u><b>2019-20</b></u>
Controller of Activities Fund		
High School	\$3,941	\$4,020
Middle School	\$3,378	\$3,446
Senior Play Director	\$2,511	\$2,561
Yearbook	\$945	\$964
Senior Class Advisor	\$945	\$964
Junior Class Advisor	\$472	\$481
School Newspaper Advisor	\$598	\$610
Student Council Advisor	\$472	\$481
Band Director High School	\$541	\$552
Band Director Middle School	\$439	\$448
Chorus Director High School	\$383	\$391
Chorus Director Middle School	\$305	\$311
Honor Society Advisor	\$305	\$311
Play Director Middle School	\$1,251	\$1,276
JROTC Advisor, Wilby And Crosby High Schools (stipend payable two times per year)	\$4,190	\$4,274
Lead High School Robotics Coach	\$3,176	\$3,240
Associate High School Robotics Coach	\$2,365	\$2,412

## **APPENDIX C**

### **¶ 469.**

Certified personnel in the Continuing Education Program (Adult Education, Evening Schedule Programs) the Homebound Program, the Driver Training Program and the Opportunity Program shall be qualified employees and shall be paid at the hourly rate set forth in Article 32, Section 1 of this Agreement. . In the event the Continuing Education Program (Adult Education, Evening Scheduled Programs) is extended from a ten (10) month program to a twelve (12) month program, the rate of remuneration for teaching in such programs shall be the amount prescribed by this Section.

The following staffing provisions shall apply:

**Section 1.** While the staffing model for School Social Workers in effect in the district during the 2005-2006 school year remains in effect, the parties agreed that the Board shall employ no fewer than 10 School Social Workers. If the Board exercises its unilateral right to alter the staffing model for school social work services in the district, this provision shall be null and void, and the parties shall bargain over the impact of such change, if any.

**Section 2.** While the staffing model reading instruction at the elementary schools in effect in the district during the 2005-2006 school year remains in effect, the parties agree that the Board shall employ no fewer than ten (10) Reading Teachers. If the Board exercises its unilateral right to alter the staffing model for reading instruction at the elementary schools in the district, this provision shall be null and void, and the parties shall bargain over the impact of such change, if any.

**Section 3.** While the staffing model for High School Guidance Teachers in effect in the district during the 2005-2006 school year remains in effect, the parties agree to maintain the current High School Guidance Teacher-to-student ratio. If the Board exercises its unilateral right to alter the staffing model for High School Guidance Teachers in the district, this provision shall be null and void, and the parties shall bargain over the impact of such change, if any.

**Section 4.** If the Board employs an audio-visual coordinator in a combined High School/Middle School complex, he/she shall be assigned no more than three (3) teaching periods per day.

**¶ 471.**

**APPENDIX E**

Those specialists listed below, who were employees of the Board in the capacity of the designated specialists as of March 15, 1973, shall receive (in addition to the salaries they receive as the result of the application of the salary schedules in Schedules A and B, attached hereto) the amounts listed below:

Guidance Counselors	\$400.00
Special Education Teachers	\$300.00
Social Workers	\$500.00
Homebound Teachers (full-time)	\$300.00
School Psychologists	\$300.00
Reading Teachers	\$300.00

Any teacher newly hired subsequent to March 15, 1973 and assigned to one of the above listed specialties or any teacher transferred to one of the said specialties subsequent to March 15, 1973 shall not be paid the differential prescribed by this Section.

The Board and the Union agree that fifteen percent (15%) of the money received by the Board from the State of Connecticut for “Medicaid Reimbursement” shall be deposited in the WTA Medicaid Account. Such funds shall be used to purchase usual and customary educational supplies, materials, software, hardware, textbooks, diagnostic tests, and educational projects for the use and benefit of special education students. Such purchases of supplies and materials shall be above and beyond the materials and supplies normally provided by the Board.

Speech Pathologists, Social Workers and Psychologists may submit requests to purchase school materials and supplies with money from the WTA Medicaid Account. Such requests shall be reviewed by an administrator approved by the Parties.

On January 1 and July 1 of the school year, the Board shall be permitted to expend any undisbursed funds remaining in the WTA Medicaid Account. At least thirty (30) days prior to the dates noted above, the Board shall provide written notice (email and hard copy) to the WTA President or his/her designee of the total undisbursed funds remaining in the WTA Medicaid Account as of the date of notice. The cutoff dates for such expenditures by the Board will be pursuant to a schedule agreed to by the Parties. Such funds, if expended by the Board, shall be used in a manner designed to provide additional assistance, services, and support for those Union members responsible for providing services to Medicaid-eligible students. Such assistance and support shall include, but will not be limited to, contracting for additional staff to assist in the providing of services to Medicaid-eligible students.

If an audit requires the Board to pay back Medicaid funds to the State of Connecticut, then fifteen percent (15%) of the total amount reimbursed to the State shall be deducted from future payments into the WTA Medicaid Account.

The Board will supply the Union copies of all checks received under Medicaid Reimbursement from the State and audits.

The Board and the Union understand and agree that this Agreement supersedes any other agreement or past practice concerning Medicaid Reimbursement, including without limitation the settlement agreement entered into on or about February 13, 1997.



¶ 473.

**APPENDIX G**  
**RETIREE HEALTH FOR EMPLOYEES ELIGIBLE**  
**TO PARTICIPATE IN THE CITY OF WATERBURY**  
**PENSION PLAN**

**Section 1.** The provisions in this Appendix only apply to those employees who are eligible to participate in the City of Waterbury Pension Plan. Once these eligible employees have left employment with the City, this Appendix will be deleted from the Agreement.

Employees hired on or before June 30, 1996 who are eligible to participate in the City of Waterbury Pension Plan.

Those employees who are participating in the City's medical insurance plan at the time of retirement who retire pursuant to the retirement plan rules with a full normal retirement under the City of Waterbury Pension Plan after completing at least twenty-five (25) years of service and attaining at least age fifty-five (55), 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.

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.

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.

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.

The Board and the Union agree that on July 1, 2020, the Express Scripts, Inc.'s Advanced Utilization Management Programs ("ESI-AUM Programs") shall become effective for all covered members and their dependents. The ESI-AUM Programs are comprised of Prior Authorization, Step Therapy, Drug Quantity Management and Opioid Management, and so long as said Programs (or any comparable programs pursuant to Article 26, Section 2 herein) are still utilized by the City of Waterbury, they shall survive the expiration of this Agreement covering the period of July 1, 2019 through June 30, 2023 unless modified by the Board and the Union through the statutory negotiations process. Step Therapy shall be applied prospectively for any new medications prescribed on or after July 1, 2020 and shall 'grandfather' existing prescription medications prescribed before said date. All other ESI-AUM Programs shall be effective, without restriction, to existing prescription medications and those medications prescribed in the future for covered members and their dependents.

¶ 475.

## APPENDIX I

The following chart, which uses the 2019-20, twelve (12) step Salary Schedule, shall direct member placement on the Revised 2019-20, nineteen (19) step Salary Schedule as set forth herein at Appendix A-1.

Step (19-20)	BA	BA+15	MA	MA+15	6TH YR	6TH+15	PHD
1	BA Step 1	BA Step 1	MA Step 1	MA15 Step 1	6TH Step 1	6+15 Step 1	PHD Step 1
2	BA Step 2	BA Step 2	MA Step 2	MA15 Step 2	6TH Step 2	6+15 Step 2	PHD Step 2
3	BA Step 3	BA Step 3	MA Step 3	MA15 Step 3	6TH Step 4	6+15 Step 4	PHD Step 4
4	BA Step 4	BA Step 5	MA Step 5	MA15 Step 5	6TH Step 5	6+15 Step 5	PHD Step 5
5	BA Step 5	BA Step 6	MA Step 6	MA15 Step 6	6TH Step 6	6+15 Step 6	PHD Step 6
6	BA Step 7	BA Step 7	MA Step 7	MA15 Step 7	6TH Step 8	6+15 Step 8	PHD Step 8
7	BA Step 8	BA Step 9	MA Step 8	MA15 Step 9	6TH Step 9	6+15 Step 9	PHD Step 9
8	BA Step 9	BA Step 10	MA Step 10	MA15 Step 10	6TH Step 10	6+15 Step 10	PHD Step 10
9	BA Step 11	BA Step 11	MA Step 11	MA15 Step 11	6TH Step 11	6+15 Step 11	PHD Step 11
10	BA Step 12	BA Step 13	MA Step 13	MA15 Step 13	6TH Step 13	6+15 Step 13	PHD Step 13
11	BA Step 14	BA Step 15	MA Step 15	MA15 Step 15	6TH Step 15	6+15 Step 15	PHD Step 15
12	BA Step 18	BA Step 19	MA Step 19	MA15 Step 19	6TH Step 19	6+15 Step 19	PHD Step 19

**CONNECTICUT COMMUNITY COLLEGES**  
**COLLEGE FACILITY REQUEST / RESERVATION AGREEMENT**

for use of college facilities by external and community organizations

Please direct all communications to:  
 Naugatuck Valley Community College  
 750 Chase Parkway  
 Waterbury, CT 06708  
 Ed Clancy, Associate Registrar (203) 575-8087  
eclancy@nv.edu

COLLEGE / STATE	AGENCY NAME AND ADDRESS - Board of Trustees of Community-Technical Colleges	AGENCY NO.
CONTRACTING	on behalf of Naugatuck Valley Community College, 750 Chase Parkway, Waterbury, CT 06708	CCC78000 / CCC7708
AGENCY		

**SECTION I. TO BE COMPLETED BY REQUESTING / SPONSORING ORGANIZATION:**

(College relies on this information which therefore becomes part of any approved Agreement.)

SPONSORING ORGANIZATION	ORGANIZATION NAME:	Waterbury Public Schools	CONTACT PERSON:	Tina Bacchus/Janice Epperson
	ORGANIZATION ADDRESS:	236 Grand Street	BUSINESS PHONE:	203-573-6693 / 203-574-8023
		Waterbury, CT 06702	EMAIL:	tbacchus@waterbury.k12.ct.us
	CO-SPONSOR (if applicable):	N/A	EMAIL 2	jepperson@waterbury.k12.ct.us
EVENT INFORMATION /	TITLE and DESCRIPTION OF EVENT or ACTIVITY: NISL / Leadership PD		NUMBER EXPECTED TO ATTEND: 30 per session	
	SPACE(S) REQUESTED: Founders Hall Community Room F-101			
REQUEST FOR USE OF COLLEGE FACILITIES	EVENT DATE(S) and TIME(S): Tuesdays, 1/28, 2/25, 3/24, 5/19, and Wednesdays, 1/29, 2/26, 3/25, 4/22, and 5/20, 2020, 8:15AM to 5:00PM.	WILL FOOD and BEVERAGE BE SERVED? FOOD <input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No BEVERAGE <input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No		
		DESCRIPTION OF FOOD / BEVERAGE CATERING BY: Company Name Phone Lunch brought in by individual participants. *All food service must comply with Appendix A, H, 2 (Page 4)		
SPECIAL EQUIPMENT and SET UP REQUIREMENTS (to be included as part of base Rental Fee): AV Equipment (specify TV, VCR, DVD, projector (type), microphones (#), other): LCD projector, screen, lapel microphone, podium not necessarily with microphone: Guest account for room technology Other Equipment (specify chairs (#), rectangular tables (#), round tables (#), podium, coat rack, other): 30 chairs and 7 round tables Special setup / instructions (ADA, floor plan, setup, etc.): None specified. Once reservation is approved, SPONSORING ORGANIZATION must contact COLLEGE at least 10 days prior to Event to confirm equipment and set up needs.				
REQUESTOR NAME: Tina Bacchus / Janet Epperson		REQUESTOR TITLE / CAPACITY IN WHICH REQUEST MADE: Waterbury Public Schools Representatives		DATE REQUEST SUBMITTED: 11/7/2019

**FOR COLLEGE INTERNAL USE ONLY**

**SECTION II. TO BE COMPLETED BY AUTHORIZED COLLEGE OFFICIAL:**

(Request for meeting space does not a guarantee a reservation; no space can be reserved until Section II is completed and both parties have signed in Section III.)

COLLEGE AGREES TO RESERVE THE ROOM(S) and TIME(S) AS INDICATED BELOW FOR THE ORGANIZATION AND EVENT DESCRIBED IN SECTION I.																									
Day(s) of Week:	Date(s): Client setup time: Start time: End time: Campus / Building / Room:																								
Tuesdays	1/28, 2/25, 3/24, 5/19, 2020 8:00AM 8:15AM 5:00PM Founders Hall Community Room F-101																								
Wednesdays	1/29, 2/26, 3/25, 4/22, 5/20, 2020 8:00AM 8:15AM 5:00PM																								
COLLEGE AGREES TO PROVIDE NORMAL BUILDING MAINTENANCE, SECURITY AND UTILITY SERVICES and SPECIAL EQUIPMENT / SET-UP AS SPECIFIED IN SECTION I																									
FACILITY RESERVATION INFORMATION and OTHER SERVICES	COLLEGE AGREES TO PROVIDE THE FOLLOWING ADDITIONAL SERVICES (those which apply. An additional fee will be charged unless "included" is indicated.)																								
	<table border="0"> <tr> <td>Included</td> <td>Extra Cost</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>IT / media technical support</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Coordination services</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Catering (separate order form required)</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Parking</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Additional police, fire or event security</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Maintenance / custodial service</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Other (specify)</td> </tr> </table>	Included	Extra Cost		<input type="checkbox"/>	<input type="checkbox"/>	IT / media technical support	<input type="checkbox"/>	<input type="checkbox"/>	Coordination services	<input type="checkbox"/>	<input type="checkbox"/>	Catering (separate order form required)	<input type="checkbox"/>	<input type="checkbox"/>	Parking	<input type="checkbox"/>	<input type="checkbox"/>	Additional police, fire or event security	<input type="checkbox"/>	<input type="checkbox"/>	Maintenance / custodial service	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify)
	Included	Extra Cost																							
	<input type="checkbox"/>	<input type="checkbox"/>	IT / media technical support																						
<input type="checkbox"/>	<input type="checkbox"/>	Coordination services																							
<input type="checkbox"/>	<input type="checkbox"/>	Catering (separate order form required)																							
<input type="checkbox"/>	<input type="checkbox"/>	Parking																							
<input type="checkbox"/>	<input type="checkbox"/>	Additional police, fire or event security																							
<input type="checkbox"/>	<input type="checkbox"/>	Maintenance / custodial service																							
<input type="checkbox"/>	<input type="checkbox"/>	Other (specify)																							
Provide or attach any special instructions re checked items: No support services charges recommended for this event.																									
<p>Sponsoring Organization agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Sponsoring Organization or its employees, agents, event attendees or members.</p>																									

TERMS AND CONDITIONS	Terms and conditions of this Agreement are described more fully continuing on Page 3, Section IV.
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COST AND SCHEDULE OF PAYMENTS	SPONSORING ORGANIZATION AGREES TO PAY THE FOLLOWING (check those which apply):
	<input type="checkbox"/> DAMAGE DEPOSIT OF (amount) \$ _____ DUE BY (date) _____ <small>SPONSORING ORGANIZATION is responsible for any damage to the COLLEGE facility resulting from the Event. COLLEGE will perform an inspection within 2 business days following Event and inform Sponsoring Organization of any damages; COLLEGE will apply deposit (if any) to cost of repairs and refund balance or invoice difference to Sponsoring Organization.</small>
	<input type="checkbox"/> BASE RENTAL FEE OF (amount) \$ _____ <input checked="" type="checkbox"/> NO RENTAL FEE REQUIRED <input type="checkbox"/> FEES FOR OTHER ADDITIONAL SERVICES (specify amount(s) and due date(s)): _____ Total contract (excluding damage deposit) is not to exceed <b>\$0.00</b>

CANCELLATION	Reservation may be cancelled with no penalty by giving the MINIMUM BUSINESS DAYS' WRITTEN NOTICE indicated => <b>10</b> MINIMUM BUSINESS DAYS'
	SPONSORING ORGANIZATION will be charged as follows for reservations cancelled with less notice: N/A WRITTEN CANCELLATION NOTICE
	WEATHER: In case of inclement weather, COLLEGE class cancellations are broadcast over local radio and television stations. When classes are cancelled, or facility opening is delayed for weather-related or other reasons not under College control, all events scheduled during the same timeframe will likewise be cancelled with full refund.

**SECTION III. ACCEPTANCES AND APPROVALS****STATUTORY AUTHORITY C.G.S. 4a-52a, 10a-151b**

SPONSORING ORGANIZATION AUTHORIZED SIGNATURE	TYPE OR PRINT FULL NAME AND TITLE of person signing	DATE SIGNED
By signing, individual certifies he/she has authority to act on behalf of Sponsoring Organization and agrees, on its behalf, to the terms and conditions specified in this Agreement.		
COLLEGE AUTHORIZED SIGNATURE / DATE	TYPE OR PRINT FULL NAME AND TITLE of person signing	DEAN OF ADMINISTRATION REVIEWED & D.
<i>Daisy Cocco De Filippis</i> 1/18/19	Daisy Cocco De Filippis, President, NVCC	<i>Nancy De...</i> 1/18/19

#### SECTION IV. - TERMS AND CONDITIONS

##### A. Non-Discrimination

(a)(1) For the purposes of this Paragraph A, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (i) who are active in the daily affairs of the enterprise, (ii) who have the power to direct the management and policies of the enterprise, and (iii) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sec. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. (a)(2) For purposes of this Paragraph A, "Commission" means the Commission on Human Rights and Opportunities. (a)(3) For purposes of this Paragraph A, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b)(1) The Sponsoring Organization agrees and warrants that in the performance of the contract such Sponsoring Organization will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Sponsoring Organization that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Sponsoring Organization further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Sponsoring Organization that such disability prevents performance of the work involved; (b)(2) The Sponsoring Organization agrees, in all solicitations or advertisements for employees placed by or on behalf of the Sponsoring Organization, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (b)(3) The Sponsoring Organization agrees to provide each labor union or representative of workers with which the Sponsoring Organization has a collective bargaining agreement or other contract or understanding and each vendor with which the Sponsoring Organization has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Sponsoring Organization's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (b)(4) The Sponsoring Organization agrees to comply with each provision of this Section and Conn. Gen. Stat. Secs. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253, Conn. Gen. Stat. Sec. 46a-68e and Conn. Gen. Stat. Sec. 46a-68f; (b)(5) The Sponsoring Organization agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Sponsoring Organization as relate to the provisions of this Section and Conn. Gen. Stat. Sec. 46a-56. If the contract is a public works contract, the Sponsoring Organization agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

(e) The Sponsoring Organization shall include the provisions of subsections (b)(1-5) of this Paragraph A in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Sponsoring Organization shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253; provided if such Sponsoring Organization becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Sponsoring Organization may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Sponsoring Organization agrees to comply with the regulations referred to in this Paragraph A as they exist on the date of this agreement and as they may be adopted or amended from time to time during the term of this agreement and any amendments thereto.

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

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

##### B. Americans with Disabilities Act

This clause applies to those Sponsoring Organizations which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Sponsoring Organization represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Sponsoring Organization to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the State upon notice to the Sponsoring Organization. Sponsoring Organization warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Sponsoring Organization to be in compliance with this Act.

##### C. Executive Orders

(a) Executive Order No. 3: Nondiscrimination. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. The Sponsoring Organization agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 17: Connecticut State Employment Service Listings. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the Contracting Agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting Agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(c) Executive Order No. 16: Violence in the Workplace Prevention Policy. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree: (1) The Sponsoring Organization shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined herein. (2) "Weapon" means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. "Dangerous instrument" means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. (3) The Sponsoring Organization shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (4) The Sponsoring Organization shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Sponsoring Organization shall insure and require that all employees are aware of such work rules. (5) The Sponsoring Organization further agrees that any subcontract it enters into in the furtherance of work to be performed under this contract, shall contain provisions (1) through (4) of this section. (6) In addition, the parties to this contract agree that the provisions herein which apply to the state work site under Executive Order No. 16 shall also apply to the Client work site under this contract.

(d) Executive Order No. 7B: Integrity in State Contracting. This contract is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Rell, promulgated on November 16, 2005 and, as such, this contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 7B. The parties to this contract, as part of the consideration hereof, agree: (1) The State Contracting Standards Board ("Board") may review this contract and recommend to the State Contracting Agency, termination of this contract for cause. The State Contracting Agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the State Contracting Agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this sub-section, "for cause" means a violation of the State Ethics Code (Connecticut General Statutes Chapter 10), or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in this Contract or State Contracting Agency. (2) For purpose of the section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real estate following transfer of title. (3) Effective January 1, 2006, notwithstanding the contract value listed in Connecticut General Statutes (C.G.S.) sections 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said sections. Certification by agency officials or employees required by C.G.S. 4-252 shall not be affected by this section.

#### D. Laws and Regulations

(a) This contract, and any and all disputes arising out of or in connection therewith, shall in all respects be governed by the laws of the State of Connecticut. (b) Sponsoring Organization, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.

(c) The Sponsoring Organization agrees that the sole and exclusive means for the presentation of any claims against the State, the Board of Trustees of Community-Technical Colleges, or the College, arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Sponsoring Organization further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

#### E. Indemnification

Sponsoring Organization hereby agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this contract, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Sponsoring Organization or its employees, agents or subSponsoring Organizations.

#### F. Insurance

The Sponsoring Organization agrees that while receiving or performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be received or performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency.

#### G. Board of Trustees of Community-Technical Colleges Policy on Use of Community College Facilities

Notwithstanding any other provision of this agreement, Sponsoring Organization agrees to the provisions of the Board of Trustees' policy on use of community college facilities as reproduced in this Section G and any College policies and procedures not inconsistent herewith as outlined in Section H, College Rules and Regulations.

The policies enunciated herein derive from a conviction that the facilities of the community colleges should be generally available to the greater community. This conviction rests on two assumptions. The first holds that an institution of higher education should be an open forum for the exchange of ideas. The second relates to the community service function of the comprehensive community college, a key component of which is the use of college resources by responsible persons and groups within the region served by the college. This implies that the college should reach out into the community to encourage utilization of the resources of the college, including its physical facilities.

However, no organization whose primary purpose is other than academic or student-centered shall be domiciled or have permanent location at a college facility without the approval of the board of trustees. The board reserves the right to grant exceptions to the facilities use policy if it determines that an arrangement is consonant with the mission of the comprehensive community college.

Utilization of college facilities shall be afforded without regard to the race, color, religious creed, sex, age, national origin, ancestry, present or past history of mental disorder, marital status, mental retardation or physical disability, including but not limited to blindness, prior conviction of a crime, political beliefs, veteran status, or sexual preference of the applicant unless there is a bona fide qualification excluding persons in one of the above groups.

The following guidelines for the use of campus facilities are provided for the implementation of this policy. The responsibilities assigned to the president by these guidelines may be delegated.

1. Commercial endeavors, including solicitations, are discouraged. If the president determines that a commercial activity is beneficial to the educational function of the college, he or she may authorize such activity, provided that in so doing he or she ensures that the name of the college is not associated with the activity and that the college does not appear to have endorsed the endeavor.

2. The name of the college shall not be associated with any group which is not a bona fide college organization, except that the president may authorize the co-sponsorship of activities which are consonant with the philosophy of the comprehensive community college.

No organization may use the facilities of a college for the purpose of raising funds, except that the president may grant permission for such activities to bona fide charities, college foundations, and public service organizations.

When college facilities are utilized by an outside organization, the following requirements apply. The term outside organization includes any person, group or legal entity authorized to use the facilities of a community college whose authorization does not include sponsorship or cosponsorship by the college. Authority granted by a college to use the facility constitutes a license subject to the conditions stated below.

1. An outside organization is required to obtain public liability and property damage insurance in the amount of \$1,000,000 for combined single limit coverage. A certificate of public liability and property damage insurance on the college facilities which provides coverage and names the college as an additional insured for the total period the organization occupies the facilities must be submitted to the college at least one week prior to the commencement of the leasing period.
2. The outside organization must obtain all necessary state and local permits. Copies must be filed with the college at least one week prior to the event.
3. The outside organization shall be responsible for the collection and payment of required state admission tax.
4. The president shall establish a schedule of fees for the use of college facilities and equipment and the services of college personnel by an outside organization. The schedule of fees should meet only the additional costs incurred by the college and should not be structured to yield the college a profit. Outside organizations utilizing college security and custodial personnel shall be billed directly by the college for said services. Said personnel shall be compensated at their regular rate, including overtime and benefits. Necessary security and maintenance services shall be provided by college personnel, unless supplemental personnel such as state or local police are deemed necessary.
5. The outside organization shall meet all applicable state regulations as to legality and compliance with appropriate civil rights legislation. The civil rights compliance number or, in lieu thereof, assurance of compliance in writing shall be obtained. See Appendix A.
6. The outside organization may be required to make special arrangements with the college if the facility is to be used outside the normal operating hours of the college. An appropriate college employee must be present at all such times.
7. Any outside organization using college facilities shall be responsible for any damage to college property. The organization granted license shall indemnify and hold harmless the college, the board of trustees, and the state of Connecticut against any claim.
8. The use of college facilities by outside organizations must comply with all applicable general statutes, state regulations, and board of trustees and college policies.
9. It shall be the duty of the person or organization granted a permit to ascertain and abide by any and all rules and regulations pertaining to college property.
10. Consumption of alcoholic beverages shall be in compliance and consistent with the board of trustees system policy on drugs and alcohol in the community colleges.
11. No vendors shall be permitted in the building or on the premises, except by special permission of the college.
12. The college reserves the right to revoke or change the date of any permit granted in case of emergency or conflict with college programs.

The guidelines for utilization of facilities by outside organizations shall be reproduced as part of the application for use of the facilities. Said application must contain the schedule of fees established by the president and may contain college-promulgated requirements not inconsistent with these guidelines. The application shall also contain the nondiscrimination clauses contained in Appendix A.

#### APPENDIX A

The applicant agrees and warrants that no person shall be denied the benefits of or otherwise subjected to discrimination under any program or activity for which the applicant uses the facilities of the college because of race, color, religious creed, sex, age, national origin, ancestry, present or past history of mental disorder, marital status, mental retardation or physical disability, including, but not limited to, blindness, or prior conviction of a crime, political beliefs, veteran status, or sexual preference, unless there is a bona fide qualification excluding persons in one of the above protected groups.

[If the applicant has been assigned a civil rights compliance number, said number should be provided on the application.]

#### H. College Rules and Regulations

1. EMERGENCIES: In the event of an emergency, the on-campus Public Safety Department can be reached by picking up any of the emergency phones located at most elevators. You may also dial 8112 from an on-campus phone or (203) 575-8112 from an off-campus or cell phone. For non-emergency related calls, dial 8113 from an on-campus phone, or (203) 575-8113 from an off-campus phone.
2. FOOD SERVICE: The following food services are PROHIBITED:
  - a. Hot foods prepared at a residence and transported to the college;
  - b. Cut fruit that is not maintained at a temperature of 45 degrees
3. CATERING: Events requiring catering services can contact Epicurean Feast, the college's officially approved vendor, at 203-596-2122. For information on other local caterers, contact the Events Planning Office (COLLEGE).

4. ALCOHOLIC BEVERAGES: Serving or sale of alcoholic beverages is discouraged. Users wishing to serve or sell alcohol on campus must complete an application and submit a minimum of two weeks in advance of the requested date to the Provost and Dean of Administration and approved by the President. Request forms are available through the COLLEGE.
5. SIGNS: Posting of directional signs to events is not permitted without permission in advance by the college. If permission is granted, users will only be permitted to post on easels stands, requested in advance, or non-committed bulletin boards. Outdoor sandwich boards are also available through the COLLEGE on a reservation basis. Signs may not be posted directly on any of the permanent college signs. All signs must be removed by the sponsor immediately following the activity.
6. ACCESS TO FACILITIES: Users will have access to the assigned room during the hours indicated on the approved Facility Reservation Request. Set-up and breakdown must be done within the reserved time and must not impede use of the space by another group at a time that has not been reserved. Under no circumstances should a group utilize a facility that has not been assigned or approved in advance. Users must also coordinate any date ranges approved on Facility Reservation Requests with the current College Calendar, and make appropriate plans for any day(s) the College is scheduled to be CLOSED. The College Calendar can be found on the College website at <http://www.nv.edu/Academics/Academic-Calendar>. Emergency closures are posted on the College website and are broadcast through local media outlets.
7. PARKING: Attendees must park in student-designated spaces unless otherwise instructed by NVCC's Public Safety Office. Access to lots designated for faculty and staff parking are prohibited unless special permission has been received by the college in advance. Such approval must be reflected in the Letter of Agreement. If the event requires transportation by busses or vans, a specific drop-off location will be communicated to the customer in advance. The customer will need to provide the college with the following information: 1) number of busses 2) names of schools 3) cities/towns the busses will be arriving from.
8. SUPERVISION: The event's director or designee must be present whenever the reserved space is occupied. The event director is considered to be the contact person on the initial facility reservation request. A minimum supervision ratio of 1 adult to every 10 children must be maintained for all activities involving children under the age of 18.
9. FUNDRAISING: Fundraising and/or the selling of items for profit is prohibited.
10. EQUIPMENT: All user-owned equipment must be removed by designated end time. Permission to bring in equipment prior to scheduled reservation must be obtained in advance through the college. The college is not responsible for property brought to and/or left on campus. College owned equipment must remain in the designated facility.
11. SMOKING: NVCC maintains a smoke-free environment. Smoking is prohibited inside all college facilities, and is only permitted in designated areas outdoors.
12. INTERNET ACCESS: NVCC has wireless networking in all buildings except Founders Hall. Personal laptops, PDA's and cellar devices with wireless capability may access the network by obtaining an NVCC guest account through the office of Information Technology.
13. PROGRAM CONTENT: All programs must be presented as stated and described on the initial facility reservation request. Substantial deviation is not permitted and may lead to the cancellation of an event.
14. CONDITION OF FACILITIES: Customers must ensure facilities are returned to the same condition they were found upon arrival. Seating arrangement must be returned to the original position by the customer unless other arrangements have been made and are included in the Letter of Agreement. All boards must be fully erased.
15. FOOD AND/OR BEVERAGES are prohibited in classrooms unless special arrangements have been made in advance through the college.
16. SUPPLIES: Chalk, erasers, dry erase markers, easel pads, and other general items must be supplied by the customer/sponsor
17. Use of candles (or other open flamed items) and/or hazardous materials is strictly prohibited
18. Animals are prohibited on campus, excluding guide dogs and other service animals assisting individuals with disabilities. Contact the Registrar's Office for additional details.
19. OTHER:

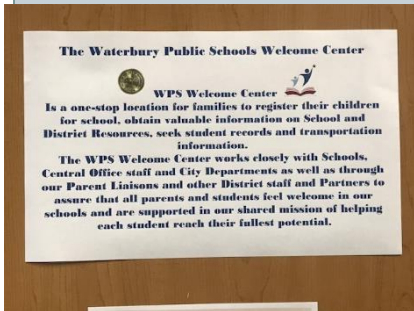


# District Parent Engagement Report



**BOARD OF EDUCATION**  
**DECEMBER 5, 2019**  
**MARY ANN MAROLD**

# Waterbury Public Schools Welcome Center



**THE WATERBURY PUBLIC SCHOOLS  
WELCOME CENTER IS THE  
REALIZATION OF THE VISION OF DR.  
VERNA D. RUFFIN TO CREATE A ONE-  
STOP LOCATION FOR FAMILIES TO  
REGISTER THEIR CHILDREN FOR  
SCHOOL, OBTAIN VALUABLE  
INFORMATION ON SCHOOL AND  
DISTRICT RESOURCES, SEEK  
STUDENT RECORDS AND  
TRANSPORTATION INFORMATION.**



# WPS Welcome Center



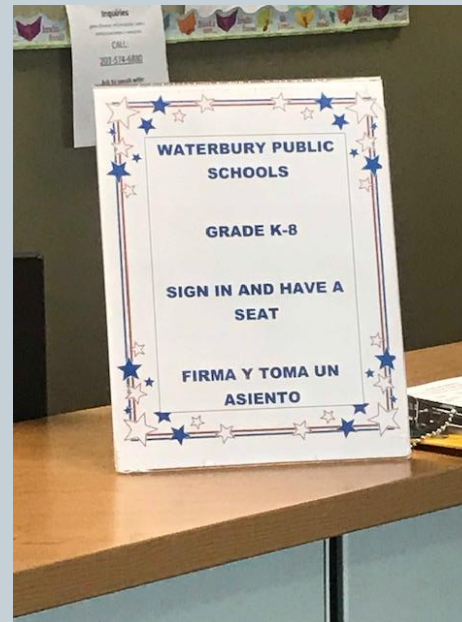
- Located Centrally a 185 South Main Street within One Jefferson Square First Floor
- Help parents become fully engaged in their child's education.
- Works closely with Schools, Central Office, and City Departments as well as through our Parent Liaisons and other District staff and partners to assure that all parents and students feel welcome in our schools.
- Assure all parents and students that they are supported in the WPS shared mission of helping each student reach their fullest potential.
- Coordinate resources of Registration, Transportation, McKinney-Vento and Parent Engagement in one location.

# WPS Welcome Center



- Family friendly and has both a reception area and a conference room. Parents can register their children for the WPS.
- Computers will be available for the 2020-21 School Year Registration Cycle to allow parents to access to On- Line Registration through a Power School Kiosk system or by engaging in On-Line Registration at home or through other on-line resources within the City/District.
- Conference room may also be used as a training room.
- Private offices allow for ELL testing and other confidential meetings and records review as appropriate.
- One-stop location for families looking for information on the Waterbury Public Schools and/or community resources.

# We Are Here For You !



# Our Partnership - 85 member organizations

BTS partners are from diverse backgrounds, and the organizations they represent are diverse in their missions and scopes. All 85 partner organizations work together so that Waterbury's youth succeed. Waterbury has many economic and social challenges, as reflected in its unemployment rate of 9.3%, its poverty rate of 23%, and with 82% of children being low income\*. The partnership addresses these challenges and assures the city's youth succeed.

ACTS 4 Ministries  
All Our Kin, Inc.  
American Savings Foundation  
The Bible Church of Waterbury  
Boy Scouts of America – CT Rivers Council  
Boys & Girls Club of Greater Waterbury  
Brass City Charter School  
Brass City Harvest  
Bridge to Success  
Bristol Hospital Parent & Child Center  
BW STOP  
Catholic Charities  
Central Naugatuck Valley Regional Action Council  
Children's Community School  
Christ Community Church of Greater Waterbury  
City of Waterbury – Bureau of Recreation  
City of Waterbury – Department of Health  
City of Waterbury – Office of the Mayor  
Community members  
Concepts for Adaptive Learning  
Connecticut Community Foundation  
CPEP  
CT Dance Theater  
CT Junior Republic  
Department of Children & Families  
Easter Seals of Greater Waterbury  
Family & Children's Aid  
Family Services of Greater Waterbury  
Favor, Inc.  
Flanders Nature Center  
Girl Scouts of CT  
Girls, Inc.

Governor's Prevention Partnership  
Granville Academy  
Greater Waterbury Autism Speaks  
Greater Waterbury YMCA  
Gtr Waterbury Area Alumnae Delta Sigma Theta  
Hispanic Coalition of Greater Waterbury  
Junior Achievement  
KaMs Kiddie Korner  
Kids Against Hunger Waterbury  
KidsTown  
KIDS Program (PAL)  
The Leever Foundation  
Literacy Volunteers of Greater Waterbury  
Living Faith Christian Church  
Loyola Development Corporation  
Madre Latina  
Mattatuck Museum  
Naugatuck Valley Community College  
Neighborhood Housing Services of Waterbury  
New Opportunities, Inc.  
Northwest Regional Workforce Investment Board  
Northwestern CT AHEC  
Nutmeg Big Brothers Big Sisters  
Palace Theater  
Parents  
Planned Parenthood of CT  
Project Love  
Rainbow Academy LLC  
Rivera Memorial Foundation  
Safe Haven of Greater Waterbury  
Saint Mary's Health System

Save Girls on F.Y.E.R. Inc.  
Shakesperience Productions, Inc.  
Shop-Rite  
Silas Bronson Library  
StayWell Health Care, Inc.  
Stone Academy  
Taking Action in Waterbury  
Together We Shine  
UConn  
The Ungroup Society  
United Way of Greater Waterbury  
Unity Dance Ensemble  
Waterbury Hospital  
Waterbury Health Department  
Waterbury PAL  
Waterbury Public Schools  
Waterbury Public Schools – Career Academy  
Waterbury Public Schools – Kingsbury School  
Waterbury Public Schools – Wilson Family Resource Center  
Waterbury Regional Chamber of Commerce  
Waterbury School Readiness Council  
Waterbury Symphony Orchestra - Bravo Waterbury!  
Waterbury Youth Council  
Waterbury Youth Service System, Inc.  
Webster Bank  
Wellmore Behavioral Health  
WOIC & Young Civic Learners  
Women's Inspirational Network  
Workplace Success Group, LLC

# Schools/Principals/Parent Liaisons



PARENT LIAISON	SCHOOL	PRINCIPAL	School Phone	Direct Line
Shirley Petteway	Bucks Hill	Dr.Delia Bello-Davila	574-8182	346-2624
Mary Ann Petrillo	Bunker Hill	Celia Piccochi	574-8183	574-8183
Jean Craven	Carrington	Karen Renna	574-8184	574-8184
DoreenMcIendenz	Chase	Lori Eldridge	574-8188	573-5023
Margaret Rocco	W/Cross	Lauren Elias	574-8171	573-6613
Kyle Crocetto	Driggs	Michael Theriault	574-8160	346-3527
Tina St. Pierre	Duggan	Dr. Patricia Frageau	574-8875	574-8881
Klea Kaso	Generali	Kathy Stamp	574-8174	346-3980
Amy Mancini	Gilmartin	Christina Moore	574-8175	346-2619
Mercedes Rivera	Hopeville	Debra Ponte	574-8173	573-6617
Maria Hulse	Kingsbury	Erik Brown	574-8172	346-2639
Terri Grabowski	Maloney	Donna Cullen	574-8162	574-8272
Cristina Damore	Reed	Juan Mendoza	574-8180	Ext. 140
Patricia Poulter	Regan	Angela Razza	574-8187	346-2603
Lauren Martin	Rotella	Robin Henry	574-8168	573-5035
Vjollca Demirali	Sprague	Diane Bakewell	574-8189	346-3916
Azzalee Edwards	Tinker	Maria Jimenez	574-8186	346-2605
Dahlia Digsby	Walsh	Ellen Paolino	574-8164	574-6981
Divina Decena	Washington	Inez Ramirez ( Interim)	574-8177	573-5031
	Waterbury Arts	Nicholas Albini	573-6300	573-6317
Esther Brown	Wilson	Jennifer Rosser	573-6660	573-6664
Zhane Gomes Walton	North End	Jacquelyn Gilmore	574-8098	574-6735
Deborah Hayes	Wallace	Vincent Balsamo	574-8140	346-3940
Laura Caceres	West Side	Peter McCasland	574-8120	574-8121
Denise Foster	Enlightenment	Richard Arroyo	574-8050	574-8050
Denise Foster	State Street	Maria Burns	574-8028	574-8028
Rubis Collado	Waterbury Career Academy	Dr. Louis Padua	574-6000	574-6008
Doreen Graham	Crosby HS	Jade Gopie	574-8061	
Ann Marie Brites	Kennedy HS	Robert Johnston	574-8153	
TBD	Wilby HS		574-8100	

# Community Meetings



- Each school Parent Liaison hosts a Community Meeting during each school year.
- Most schools work collaboratively with other schools but some schools work alone.
- Community Meetings provide helpful information to parents about the school and the community in a relaxed setting. Time of the meeting is flexible.
- Each community meeting is different based on the needs of that community.
- Food, transportation and presentations help the event to be most informative.



# Schools and Families



- Parent/Family Nights
- Socials
- Parent Conferences/Open House (**Dec. 11 and Dec. 18**)
- Volunteer Opportunities
- PTA, PTO /PTSA/PTSO
- Concerts, Plays, Art Shows
- Athletics
- District Wide Calendar
- DPAC

# Every School has a School Governance Council



## **CONNECTICUT STATE DEPARTMENT OF EDUCATION**

### **School Governance Councils**

School Governance Councils provide a remarkable opportunity for Connecticut schools to engage with families and community members in a partnership to make our schools centers of excellence that prepare all students for success. Councils are intended to represent the diverse interests of the families, teachers, students and community members that make up the school population. *To that end, every effort should be made to engage broad participation in a fair and open council election process.*

# School Governance Council



## Membership and Selection Process



<i>Member</i>	<i>Number</i>	<i>Process</i>
Parents or guardians	7	Elected by the parents or guardians of students attending the school, each household with a student attending the school will have one vote
Teachers at the school	5	Elected by the teachers of the school
Community leaders within the school district	2	Elected by the parent or guardian members and teacher members of the Council
School principal or designee (nonvoting)	1	Principal may name a designee
<b><i>Additional Members in High Schools</i></b>		
Student members, high school Councils only (nonvoting)	2	Elected by the school's student body

# Waterbury Public Schools Governance Clusters



## **CommPACT**

Washington Elementary  
West Side Middle

## **High Schools**

Crosby  
Kennedy  
Wilby

## **Middle Schools**

North End  
Wallace

## **Elementary Team I**

Bucks Hill  
Driggs  
Carrington  
Sprague

## **Elementary Team II**

Chase  
Walsh  
Wilson

## **2013 Implementation**

Duggan  
Gilmartin  
Hopeville  
Regan  
Waterbury Arts Magnet

2018 Building Process added 9 additional schools: Bunker Hill, Wendell Cross, Generali, Kingsbury, Maloney Magnet, Reed, Rotella Magnet, Tinker and Waterbury Career Academy.

In the 2018-2019 school year all 28 schools held elections for their School Governance Councils.

**All 28 schools have School Governance Councils.**

# WPS Welcome Center



Coming in 2020....

- Formal Ribbon Cutting of the Welcome Center
- On-line Registration through upgraded PowerSchool module
- Coordinated District and School Level Resource Mapping and Guides
- Enhanced initiatives at Recruitment and School Information Sharing and Replication of Successful Programming
- Celebration of Best Practices and Successes with Schools, Parents and Partner Organizations

# Contact Information



**Mary Ann Marold, Education Liaison to  
Government, Business and Community**

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

**203-346-3520**

- **I am located at the Waterbury Public Schools Welcome Center 185 South Main Street within One Jefferson Square First Floor**

**\* Feel free to contact me at anytime with questions or for information.**

## Item #5

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
7th - Labor Day - No School						
16th - Open House Elem. 5-7pm - Early Dismissal						
16th - Open House H.S. 7-9pm - Early Dismissal						
16th - M.S. - Teacher Collab./PD- Early Dismissal						
19th - Rosh Hashanah - Jewish Holiday						
23rd - Open House M.S. 5-7pm - Early Dismissal						
23rd - H.S. & Elem-Teacher Collab/PD - Early Dism.						
28th - Yom Kippur - Jewish Holiday						
21 Days						

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
2nd - Pre-K & Kindergarten - Grade Submission Ends - 9AM						
8th - Pre-K & Kindergarten-Distribute 1st MP Report Cards						
9th - Parent Conference Elem. 5-7pm - Early Dismissal						
9th - Parent Conference H.S. 7-9pm - Early Dismissal						
9th - M.S. - Teacher Collab./PD- Early Dismissal						
16th - Parent Conference M.S. 5-7pm - Early Dismissal						
16th - H.S. & Elem-Teacher Collab/PD - Early Dism.						
24th-31st - Winter Recess - No School						

**17 Days**

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
4th - Pre K & Kindergarten - End of the 2nd MP						
5th - Professional Development - 7hr. No School						
12th - Pre-K & Kindergarten - Grade Submission Ends - 9AM						
18th - Pre-K & Kindergarten-Distribute 1st MP Report Cards						
25th - End of the 3rd MP: HS/MS/Elem						
22 Days						

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
** Pre-K - 8th-Grades due 5 days before last day						
** Pre-K - 8th-Distribute Report Cards on last day						
** H.S. Grade submission ends on last day						
Last Day of School shall be Early Dismissal						
8th - Last Day of School - Early Dismissal						
* Last Day can change to due to weather and/or other issues						
6 Days						
Early Dismissal Professional Development Day						
181 School Days						

\*\*\*\*\* DRAFT \*\*\*\*\*

[illegible]



## Memorandum

To: Board of Education

From: Will Zhuta, IT Director, Department of Education Computer Technology Center

Date: November 27, 2019

Re: **Board of Education and Board of Aldermen Approval Request / Executive Summary - Contract for End Point Protection between the City of Waterbury and Presidio**

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The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced contract in the amount of \$ 208,480.00 for Five (5) years of Advanced Endpoint Protection spread out over 3 payments between the City of Waterbury and Presidio.

This contract was initiated under the Request for Proposal (RFP #6400). There were seven bidders for this project with Presidio's Palo Alto TRAPs solution being the best solution for the district.

This contract will allow the Waterbury Public Schools to provide a solution that delivers on our business objectives in today's ever changing threat landscape. The selected endpoint security platform interoperates with the our other security systems (such as our Palo Alto Next Generation Firewall) by seamlessly preemptively blocking known and unknown ransomware, malware, exploits and viruses.

The solution improves endpoint security and enables the WPS to safely utilize internet based services, respond to changing business needs while improving security, resiliency and capacity without being cost prohibited.



# ***Waterbury Public Schools***

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**Office of Competitive Grants**

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

December 3, 2019

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

**Re: PEGPETIA Grant – CT DEEP/PURA**

Dear President Pagano and Board of Education Commissioners:

The Connecticut Department of Energy and Environmental Protection (DEEP), Public Utilities Regulatory Authority (PURA), has announced a new round of Public Educational and Governmental Programming and Education Technology Investment Account (PEGPETIA) Grants. This program has not run for a few years but is now accepting grant application for education technology until January 31, 2020.

The proposals selected by DEEP for funding will address the State's education technology goals. The Waterbury proposal will address the provision of wireless access and high speed connectivity to the Internet for all students at all schools, one of the State's goals. While the district has made ongoing technology infrastructure and hardware investments through grants and other funds, some technical issues prevent using those investments to their greatest potential where so-called "dead spots" occur in the school buildings.

Waterbury proposes to conduct a Wireless Survey & Assessment in at least some of the schools, selected as typical of the building types in the district (e.g. older elementary schools, newer schools, middle and high schools). The survey will identify areas/types of areas of the school buildings with wireless coverage problems; and the assessment of what devices are routinely used inside the buildings will clarify how tablets, laptops, chromebooks are, and need to be, used in the schools. Then, 291 older wireless access points would be replaced with upgraded wireless access points to improve both wireless access and high speed connectivity for students and teachers.


The total of the grant application will be approximately \$ 233,250. No matching funds are required. The attached contract will need to be executed with the CT Department of Energy and Environmental Protection, if a DEEP awards a grant to WPS.

Hon. Board of Education  
Re: PEGPETIA Grant

December 3, 2019  
page two

The grant application must be submitted within the application window which closes January 31, 2020. I respectfully request your permission to apply for this PEGPETIA grant.

Very truly yours,

  
\_\_\_\_\_  
Louise Allen Brown  
Grant Writer

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

**Public Educational and Governmental Programming and Education Technology  
Investment Account (PEGPETIA) Grant Program  
CT Dept. of Energy & Environmental Protection, Public Utilities Regulatory Authority  
December 3, 2019  
Louise Allen Brown**

**Grant Highlights**

**Program Purpose:** The purpose of the PEGPETIA grant is “to promote and improve public, educational and governmental (PEG) access programming in Connecticut....The PEGPETIA account is funded exclusively through a tax on the gross earnings of television and video service providers in Connecticut. The Authority was directed to make available fifty percent of the funds in the PEGPETIA account to local community antenna television and video advisory councils; the state-wide video advisory council; PEG programmers and PEG studio operators to subsidize capital and equipment costs related to PEG programming. The Authority was further directed to make the other fifty percent available to boards of education and other education entities for education technology initiatives....” [RFP]

**Eligible Applicants:** Eligible applicants for “education technology initiative grants” include “a. Board of Education; b. Public library; or c. Other education entity.

**Grant Amount:** up to \$150,000. (or larger for “large capital equipment investments or initiatives that will have a substantial impact on a broad segment of subscribers and/or students.” [RFP]

**Matching Funds:** none required

**Application Window:** November 1, 2019 to January 31, 2020

**Program Description:**

Guidance issued by the CT PURA since the release of the grant RFP requires that applicants must indicate how their project satisfies one or more of the State education technology goals articulated in CGS Sec. 4d-80(c)(2) and the State Education Technology Goals (2017).

**Proposed Project:**

The Waterbury proposed project addresses CGS Sec. 4d-80(c)(2)(B): “Wiring all school classrooms and connecting them to the Internet and to the state-wide high speed network through wired, wireless, or any other digital transmission technology providing high speed connectivity.”

Specifically, Waterbury will conduct a Wireless Survey/Assessment. Waterbury will hire an engineer to measure the wireless signal from the access points in a number of typical schools (e.g., older elementary building, a middle school, a high school), to the device so we can identify coverage zones and dead spots that need expanded coverage. Then Waterbury will conduct a Wireless LAN assessment to determine how the district uses tablets, chrome books, laptops and other Internet of Things (IoT).

Additionally, Waterbury will upgrade the wireless access points throughout ALL of the schools where there are less efficient access points to access points that provide better

performance for many client devices and that support multi-user, multi-streams, and allow devices to connect and transfer data faster, more efficiently, and more securely. Users will gain a better experience through a better performing network. According to the WPS IT Administrator (W. Zhuta), better application performance prepares the district for next generation technology; automatically manages airwaves and improves Wi-Fi experience by reducing bottlenecks on the wireless network; enhances infrastructure security and streamlines operations; and enables advanced network visibility and protection by showing everything that happens across the network. Upgrading all of the less efficient access points will significantly impact every school and every student in the district.

**Budget:** The budget for the proposal will approximate \$233,250. No matching funds are required. Costs are summarized below:

<b>PEGPETIA Proposal Costs</b>	Wireless Survey/Assessment	1	\$15,000.00	\$15,000.00
	Cisco Wireless Access Point Air-AP2802I-B-K9 802.11sc W2 AP w/CA; 4x4,3 Int Ant; 2xGbe B	291	\$750.00	\$ 218,250.00
				\$233,250.00

CHECK ONE:

- ☒ GRANT  
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input type="checkbox"/> ORIGINAL	(2) IDENTIFICATION #s. P.S.
<input type="checkbox"/> AMENDMENT	P.O.

CONTRACTOR	(3) CONTRACTOR NAME		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS		CONTRACTOR FEIN/SSN
STATE AGENCY	(5) AGENCY NAME AND ADDRESS		(6) Dept No. DEP43000
CONTRACT PERIOD	(7) DATE (FROM)	THROUGH (TO)	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in the Public Utilities Regulatory Authority Decision in Docket No. [Insert Docket Number] approving the underlying PEGPETIA Grant Application.

COMPLETE DESCRIPTION OF SERVICE

Page 1 of 9

Standard Terms and Conditions are contained in Pages 2 through 9 and are attached hereto and made a part hereof.

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
	Total Grant Amount of \$ _____.

(11) OBLIGATED AMOUNT

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION:    CONTRACTOR                      AGENCY                      FUNDS AVAILABLE: \_\_\_\_\_                      DATE: \_\_\_\_\_

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

- 2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
- 3. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(k)(1). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.



4. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
5. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
6. Termination.
  - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
  - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
  - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
  - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
7. Tangible Personal Property.
  - (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
    - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes



for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

8. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Client Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Client Agency. Contractor shall provide an annual electronic update of the three documents to the Client Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

9. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

10. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
  - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
12. Campaign Contribution Restriction. For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
13. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
14. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
  - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
    - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
    - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
    - (3) A process for reviewing policies and security measures at least annually;

- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
  - (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
  - (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
  - (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
15. 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 Client Agency or DAS shall provide a copy of these orders to the Contractor.
16. Non-Discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
    - (1) "Commission" means the Commission on Human Rights and Opportunities;
    - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
    - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
    - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
    - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
    - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
    - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
    - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
    - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- (b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit

discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

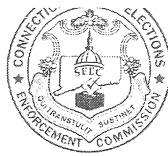
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
  - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
  - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
  - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
  - (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
  - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
17. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not

- limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
18. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
  19. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
  20. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
  21. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
  22. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
  23. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
  24. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
  25. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
  26. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
  27. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
  28. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
  29. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract

by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

30. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
31. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
32. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
33. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
34. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.





## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

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In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties,

(iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or

(vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



**WATERBURY PUBLIC SCHOOLS**  
**DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION**

*Joseph R. Gorman – Supervisor (203) 574-8051 email: [jgorman@waterbury.k12.ct.us](mailto:jgorman@waterbury.k12.ct.us)*

Date: October 10, 2019

To: Waterbury Board of Education

Re: Executive Summary for Support for Pregnant and Parenting Teens Year 2 grant.

Dear Commissioners:

The City of Waterbury has received a two year flow-through federal entitlement grant from the Connecticut State Department of Education via the Department of Early Childhood Education. As such, the first installment of the Support for Pregnant and Parenting Teens grant is in the amount of \$75,000 for the period of October 1, 2019 thru June 30, 2020. There are no matching funds required.

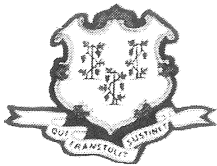
The Support for Pregnant and Parenting Teens grant provides school, home and community interventions for pregnant and/or parenting teen mothers and fathers in Waterbury public schools in order to provide needed resources and supports to help them ultimately graduate from high school.

Your approval of this contract with the Connecticut State Department of Education via the Department of Early Childhood Education is respectfully requested.

Yours, truly,

*Joe*

Cc: Verna Ruffin, Darren Schwartz, Doreen Biolo, Suzanne Pleasant, Linda Wihbey



Original Contract Number: 19OECSP01WTB  
Amendment Number: \_\_\_\_\_  
Maximum Contract Value: \$75,000.00  
Contractor Contact Person: Joseph Gorman Tel: (203) 574-8010  
OEC Program: Jennifer Wilder Tel: (860) 500-4429

STATE OF CONNECTICUT  
PURCHASE OF SERVICE CONTRACT  
("POS", "Contract" and/or "contract")  
Effective July 1, 2019 revised October 19, 2018

The State of Connecticut OFFICE OF EARLY CHILDHOOD

Street: 450 COLUMBUS BOULEVARD

City: HARTFORD State: CT Zip: 06103

Tel#: (860) 500-4412 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: CITY OF WATERBURY, WATERBURY PUBLIC SCHOOLS

Street: 236 GRAND STREET

City: WATERBURY State: CT Zip: 06702

Tel#: (203) 574-8004

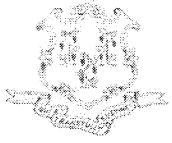
("Contractor"), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term/ Effective Date	This Contract is in effect from 10/01/19 through 06/30/20.
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 10-500 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD FAMILY SUPPORT SERVICES 450 COLUMBUS BOULEVARD HARTFORD, CT 06103  Attention: Aileen McKenna	If to the Contractor:	WATERBURY PUBLIC SCHOOLS OFFICE OF THE SUPERINTENDENT 236 GRAND STREET WATERBURY, CT 06702  Attention: Dr. Verna D. Ruffin
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.



Ned Lamont  
Governor  
Susan Bysiewicz  
Lt. Governor

# STATE OF CONNECTICUT

## OFFICE OF EARLY CHILDHOOD



Connecticut Office of  
Early Childhood

Beth Bye  
Commissioner

October 7, 2019

Mr. Joseph Gorman  
Waterbury Public Schools  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

**Contract #:** 19OECST01WTB      **SUPPORT FOR PREGNANT AND PARENTING TEENS, WOMEN,  
FATHERS AND THEIR FAMILIES (SPPT) PROGRAM**

**Period:** 10/1/2019 - 6/30/2020

**Amount:** \$75,000.00

Dear Mr. Gorman:

The accompanying documents are for execution of the Purchase of Service contract amendment referenced above. Carefully review all documents and, before the agreement is signed, let me know whether you have any changes. Please return a PDF of all documents to my e-mail address [andrea.alexander@ct.gov](mailto:andrea.alexander@ct.gov) **ASAP**. The following documents are included:

- **Part I, Description of Services**
- **Part II, Mandatory Terms & Conditions**
- **Signature & Approvals** - Please sign and date, preferably in blue ink.
- **Approved UCOA Workbook**

If you have any questions regarding this process please contact me at (860) 418-6986 or through e-mail at [andrea.alexander@ct.gov](mailto:andrea.alexander@ct.gov). For questions regarding the program, please contact Jennifer Wilder at (860) 500-4429 or through e-mail at [jennifer.wilder@ct.gov](mailto:jennifer.wilder@ct.gov).

Sincerely,

***Andrea C. Alexander***

Grants and Contracts Specialist  
Central Contracts Unit  
Business Administration Unit at DMHAS  
410 Capitol Avenue  
Hartford, CT 06134  
(860) 418-6986

Phone: (860) 500-4412 · Fax: (860) 326-0554  
450 Columbus Boulevard, Suite 301  
Hartford, Connecticut 06103  
[www.ct.gov/oec](http://www.ct.gov/oec)

*Affirmative Action/Equal Opportunity Employer*

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## **PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS**

The Contractor shall provide the following specific services for the **SUPPORT FOR PREGNANT AND PARENTING TEENS, WOMEN, FATHERS AND THEIR FAMILIES (SPPT) PROGRAM** ("Program") and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

### **A. DEFINITIONS AND ACRONYMS.** The following terms shall be used in this contract as defined below:

1. **Contract period:** October 1, 2019 through June 30, 2020.
2. **Caregiver:** an expectant or parenting teen residing in identified community enrolled in secondary education in the geographic area served by the Contractor. involved in the care of an Index Child
3. **Client or Family:** the unit of Caregiver(s) and Child(ren) enrolled in Program services.
4. **Assessment and Screening tools:** tools including but not limited to Revised Early Identification Tool ("REID"), Kempe Family Stress Inventory ("KFSI"), Hurt-Insult-Threaten-Scream ("HITS"), Parenting Interactions with Child: Checklist of Observations Linked to Outcomes ("PICCOLO"), Ages and Stages Questionnaire-3 ("ASQ-3"), Ages and Stages Questionnaire-Social Emotional 2 ("ASQ-SE-2"), Edinburgh and other tools identified by the Office of Early Childhood.
5. **ECIS:** OEC's Early Childhood Information System to be used for programmatic and statistical reporting.
6. **CQI:** Continuous Quality Improvement.
7. **Equipment:** machinery, tools, furniture, vehicles, and other personal property with a normal useful life of more than one year and a value of \$5,000.00 or more, or as revised by the Comptroller of the State of Connecticut.
8. **Assets:** computer, audio/visual, and electrical equipment valued less than \$5,000.00 per item.

### **B. DESCRIPTION OF SERVICES.** Throughout the term of this contract, the Contractor shall operate the Program in the geographic area served by the Contractor.

1. The Contractor shall perform the following tasks:
  - a. Enter into Memoranda of Understanding with the Child and Family Guidance Center's Nurturing Families Network program to dually enroll Caregivers in program services as appropriate;
  - b. Advisory Responsibilities.
    - i. Establish a local advisory committee of existing service providers and stakeholders in the community, including but not limited to school-based health clinics, home visiting providers, and child care providers. This committee will meet quarterly to: 1) support the program; 2) catalog all existing services for pregnant and parenting teens; 3) disseminate information regarding resources; 4) coordinate services to support collaboration between community-based home visiting and school based services; and 5) develop linkages between community-based services and the school-based SPPT program leading to sustainable services; and

- ii. Participate in a teen parent advisory board coordinated by OEC and the State Department of Education to collect and provide input on SPPT implementation. The Contractor shall recommend and support the participation of a highly qualified participant to represent their community. This board will convene via web-based training four times during the contract to enhance participants' understanding of advisory board work, and to design a state-wide conference and inform local parent boards on concerns of teen parents.
  - iii. Statewide Teen Parent Summit: OEC/SDE staff will host a statewide teen parent conference in April 2020. The Contractor shall be responsible for identifying participants and working with school administration to grant permission to attend the conference during the school day;
- c. Provide to all Clients an initial comprehensive risk assessment, subsequent re-assessments at least annually, and screenings using Assessment and Screening tools, on schedules as appropriate to each tool, as required by the OEC;
- d. Make and coordinate referrals to the OEC Mind Over Mood program for services related to maternal depression and/or anxiety;
- e. **Client Core Services.** Provide Core Services to Clients that include:
  - i. Flexible, quality schooling to help young parents complete high school: Provide flexibility in class schedules for medical and social service appointments and parenting responsibilities; develop evening, weekend and summer classes; link to on-line credit recovery courses; provide tutors for additional academic support;
  - ii. Case management and family support: Utilize a strength-based approach to build a trusting relationship with the young parents and their family; serve as liaison between student, school and home visiting services; and through school-based individual sessions and home visits help teen parents identify, set and work toward health, education and parenting goals;
  - iii. Father involvement services and support: Adopt policies, outreach strategies and support services to facilitate relationships between fathers and their children; assume all men want to be involved with their children; involve men as role models creating a "father-friendly" environment; provide fathers with peer support, family planning education, and parenting/co-parenting education; and
  - iv. Transitioning to post-secondary education and workforce development: Provide Caregivers with linkages to community colleges and four-year colleges, including tours, speakers and development of transition services; include workforce development, career planning and links to transition services within case management and life skills education;
  - v. Entrepreneur training: The Contractor shall:
    - a) Offer Clients up to 6 entrepreneurship trainings on the following topics: fundamentals of starting and operating a business, understanding the dynamic role of entrepreneurship and small businesses ownership, new product or service development, business plan development, finance for a small business, strategic marketing planning and product/service pitching.
    - b) Identify students to attend the trainings and provide support, including but not limited to provision of Provide passes from class, bus passes if afterschool, childcare to allow the students to participate in the trainings; and
    - c) Identify and secure an appropriate space to hold the trainings and coordinate with entrepreneurship staff under separate contract with OEC to determine training dates and times.

- vi. Doula Support training: The Contractor shall offer Clients up to 4 doula training sessions concerning the role of a doula to support a healthy birthing experience. The Contractor shall
  - a) Identify Clients and provide support including but not limited to provision of passes from class, bus passes if afterschool, childcare to allow the students to participate in the trainings;
  - b) Identify and secure an appropriate training space; and
  - c) Identify and secure an appropriate space to hold the trainings and coordinate with doula staff under separate contracts with OEC to determine training dates and times.
- vii. Year Round Internship Program: School districts can apply to receive up to \$20,000 in grant funding through SDE for the development of internship opportunities for SPPT participants. The Contractor's social workers shall be responsible for finding and monitoring internship placements funded through SDE, and for tracking payments related to the internships.
- f. Collect demographic and benchmark data described herein as required by the OEC, including but not limited to educational information for all Families;
- g. Actively participate in all meetings and trainings as required by the OEC; including but not limited to Touchpoints, Family Development Credential, Ages and Stages Questionnaires, Ages and Stages Social Emotional Screening, Edinburgh Maternal Depression Screening, and HITS;
  - i. Collect demographic and benchmark data described herein as required by the OEC, including but not limited to household information for all Families;
  - ii. Actively participate in all meetings as required by the OEC;
  - iii. Ensure that all personnel funded under this contract complete pre-service and in-service training as required by the OEC; and
  - iv. Purchase all training curriculum and materials as required by the OEC.
- 2. **OEC Site Visit.** The Contractor agrees to participate in an annual site visit by OEC Family Support Services staff to identify program implementation strengths and challenges. During the site visit, the performance of the Contractor and of its subcontractors shall be reviewed and evaluated with demographic and outcome metrics identified in Part I, Section C..

### C. CLIENT-BASED OUTCOMES AND MEASURES.

- 1. The Contractor will be responsible for entering all outcomes-related data into ECIS on an ongoing basis. Outcomes reported by the Contractor are subject to verification using programmatic/statistical reports, administrative records and/or audit.
- 2. The Contractor will measure the following outcomes for Families initially enrolled in the Program during the contract period:
  - a. 85% of Caregivers will graduate from high school or receive a GED.
  - b. 75% of Caregivers will enroll in higher education and/or job training program(s)
  - c. 100% of children will be screened for developmental delays and referred to additional services if a delay is identified.
  - d. 100% of mothers will be screened for Maternal Depression
  - e. 100% of children will be up to date on immunizations per recommendations by the Federal Centers for Disease Control and Prevention.



**D. REPORTING.**

1. The Contractor shall submit all required reports, written or electronically as directed by the OEC, to the OEC's Program representative(s).
2. The Contractor further agrees to provide other reports concerning contracted services which the OEC may reasonably require. When such other reports are deemed regular and are not explicitly stated herein, the OEC shall notify the Contractor in writing at least 30 calendar days prior to the initial submission date. This notification shall minimally include the required data, format, and date of submission for the report.
3. **Programmatic/Statistical Reporting**
  - a. The Contractor shall collect and provide real-time individualized or aggregate Client data to the OEC upon request;
  - b. At the request of the OEC, the Contractor shall provide all requested information and documentation in accordance with a time schedule provided by the OEC.
  - c. The Contractor shall not use or release individualized or aggregate Client data for the purpose of evaluation, research, or promotional activities without prior written approval by the OEC or with specific reference to an OEC publication or an OEC authorized research and program evaluation document or report.
  - d. The Contractor shall submit Program Status Reports for the Program, in a format(s) determined by the OEC, on the following schedule:

Reporting Period	Reports Due on or before
October 1, 2019 – March 31, 2020	April 15, 2020
April 1, 2020 – June 30, 2020	July 15, 2020

**4. Financial Reporting**

- a. The Contractor shall submit to the OEC fiscal reports on forms provided by the OEC on the following schedule:

Reporting Period	Reports Due on or before
October 1, 2019 – March 31, 2020	April 15, 2020
April 1, 2020 – June 30, 2020	July 15, 2020

- b. **Annual Audit:** Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the OEC a complete annual financial audit acceptable to the OEC for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
- c. **Interest:** Any interest earned by the Contractor as a result of payments authorized by the OEC shall be reported to the OEC by the Contractor on the next Financial Report submitted after that interest income is earned. The Contractor agrees to follow the OEC's direction as to the disposition of such interest income.

## E. PROGRAM ADMINISTRATION

1. Throughout the term of this contract, the Contractor shall operate the Program in accordance with the Requirements of Policy and Practice guidelines provided by the OEC's Family Support Services Division.
2. The Contractor shall provide Program services at the following location during the standard hours of operation listed, excluding State and Federal holidays and facility closures: **program office - James Hillhouse High School, 480 Sherman Parkway, New Haven, CT, 06511, Monday-Friday 8:00 am – 3:30 pm; and other regional high schools and adult education programs as needed.**
3. Throughout the term of this contract, the Contractor and/or its subcontractors shall staff the Program with the positions listed in the Contract Budget reporting tool.
4. The Contractor shall follow the work plan for each Program including timetable and staffing plan as approved by the OEC.
5. The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to the OEC as requested by the OEC, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the OEC, if requested, within 10 calendar days of receipt of such request.
6. The Contractor shall adhere to the minimum staff qualifications for each position and submit resumes for all Program staff including new hires to the OEC's designated representative.
7. **Notification of Changes in Personnel:** The Contractor shall immediately notify the OEC in writing whenever the Contractor intends to make or undergo changes in the following personnel:
  - a. key personnel, i.e., Chief Executive Officer, Chief Financial Officer, Program Directors and officers and members of the Contractor's Board of Directors.
  - b. program staff, positions and service personnel (program manager, clinical supervisor and home visitors) employed by the Contractor or its subcontractors as applicable to services funded under this Contract.

## F. QUALITY ASSURANCE.

1. The Contractor shall convene and staff a SPPT Community Advisory Board subcommittee meeting of its Board of Directors in accordance with its bylaws during the contract period.
2. The Contractor's Community Advisory Board shall meet quarterly to assess implementation goals, progress, and effectiveness of the SPPT program and shall make recommendations to the Contractor's administrative and program staff.
3. The Contractor agrees to participate in any evaluation program as directed by the OEC.
4. Clients shall participate in a Program evaluation process by completing a client satisfaction survey as provided by the Contractor. A summary of these surveys shall be included in the Program evaluation report described herein.
5. The Contractor agrees to participate in a CQI Community of Practice hosted by the OEC.
6. The Contractor shall provide a local and community level CQI plan that includes SMART (Specific, Measurable, Achievable, Realistic, and Timely) goals and incorporates PSDA (Plan, Study, Do, Act) cycles for the program.

7. The Contractor agrees to comply with any and all applicable regulations adopted by the OEC or other Agencies pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.
8. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client, the Contractor hereby agrees to the following:
  - a. The Contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation and the State of Connecticut Department of Motor Vehicles that transport, or have the potential to transport, Clients; and
  - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

#### G. BUDGET AND PAYMENT PROVISIONS.

1. The OEC agrees to pay for the services provided and as described under this contract up to a maximum amount not to exceed **\$75,000.00** for services delivered during the contract period.
2. **Payment Procedures.**
  - a. Funds shall be released based on submission by the Contractor of programmatic and financial reports; the availability of funds; and the Contractor's compliance with the terms of the contract.
  - b. When the OEC's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or underutilization of contract funds is likely to occur by the end of the contract period, the OEC may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
  - c. **Payment Schedule.** The OEC will make payments on the following schedule:
    - i. The initial payment shall be made upon execution of the contract by both parties and approval of the same by the Office of the Attorney General.
    - ii. Subsequent payments shall be made on a calendar quarterly basis.
3. **Budget.** The Contractor agrees to utilize OEC funds in accordance with the budget contained herein. Budgets for Funding Periods not included herein shall remain the same as the included budget until and unless formally revised via the OEC's Budget Revision process or via formal amendment to this contract.
4. **Budget Variance.**
  - a. The Contractor may transfer funds from one category to another (except for equipment, personnel and fringe) in the agreed upon and approved budget included in this contract for a single component without prior notification of the OEC under the following conditions:
    - i. The amount by which a single category may be increased may not exceed **20% of the approved amount or \$5,000.00**, whichever is greater. This applies only to category amounts in the formally approved budget subsequently approved budget revisions.
    - ii. The Contractor may vary an individual salary or wage by no more than **15%** of the approved amount;
    - iii. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items.

Effective Date: 9/17/2019CONTRACT NUMBER: 19OECSP01WTB \$75,000CONTRACT PERIOD: 10/01/2019 through 06/30/2020ST FISCAL YR (SFY): 2020PROVIDER: Waterbury Public Schools (payment WaterbuApproved by: Cappuccittim

4000 INCOME		SPT	Total Income
Program Funding Period:		<u>10/01/2019</u> <u>through</u> <u>06/30/2020</u>	
		\$75,000 10/1/19- 6/30/20	
		Chtfid 2=CFDA 93.500 Federal \$	
4100	CONTRACT FUNDING	SID	\$ 75,000
4102	Federal/Other Funds	22439-OEC...007	\$ 75,000
4102	Federal/Other Funds		\$ -
TOTAL INCOME			\$ 75,000
5000 DIRECT EXPENSES		SPT	Total Expenses
5100	SALARIES		\$ 61,275
5101	Staff Salaries & Wages		\$ 58,800
5102	Overtime		\$ 2,475
5200	FRINGE BENEFITS		\$ 6,809
5400	TRANSPORTATION		\$ 2,000
5401	Staff Travel Reimbursement		\$ 2,000
5500	MATERIALS AND SUPPLIES		\$ 1,416
5504	Other Mtrls and Sppls (specify in narrative)		\$ 1,416
5900	CLIENT SUBSIDIES		\$ 3,500
5906	Other Client Subsidies (specify in narrative)		\$ 3,500
TOTAL DIRECT EXPENSES			\$ 75,000
7000 INDIRECT EXPENSES		SPT	Total Expenses
TOTAL INDIRECT EXPENSES			\$ -
TOTAL EXPENSES			\$ 75,000
INCOME/EXPENSE SUMMARY		SPT	Total
TOTAL INCOME			\$ 75,000
TOTAL EXPENSES			\$ 75,000
EXCESS/(SHORTAGE)			\$ -

- iv. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above.
- v. The Contractor may not make any transfer under this procedure that involves any of the categories or kinds of expenditures specifically listed below.
- vi. All such transfers shall be reflected on the next submitted financial report.
- b. The OEC requires the following changes in approved Program budgets to have prior written OEC approval by a formal budget revision and/or formal contract amendment:
  - i. Unused funds allocated to Salary and/or Fringe. Such unused funds that OEC does not allow to be transferred must be returned to OEC by **June 30, 2020**.
  - ii. The purchase of an item of equipment not approved in the original budget.
  - iii. A transfer that involves an increase of an approved category amount by more than **20%** or **\$5,000.00**, whichever is greater.

- iv. A transfer which involves an increase in salary or wages by more than 15%.
- v. Any increase in compensation for services under a third party contract.
- vi. Any transfers of funds from one component to another.
- vii. Any transfer of budgeted Program income or food reimbursement.
- c. The OEC shall respond to a properly executed request within 45 days of receipt.
- d. No budget revisions proposed by the Contractor may be submitted later than 45 calendar days before the contract has ended, except that the OEC may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report shall show all category overruns. Costs incurred after the end of the budget period shall be disallowed except those which the OEC has expressly approved in writing and in advance.

**5. Unexpended Funds.**

- a. Whenever the OEC determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this contract, together with applicable program income from other sources, exceeds the total expenses of the program, such excess income shall be deemed by the OEC to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the OEC may utilize the final annual financial report to determine the existence and amount of unexpended funds.
- b. Unexpended funds shall be identified by and returned to the OEC in the following manner:
  - i. Funds paid to the Contractor shall be identified by the OEC's "Special Identification Number" (SID). The payments made by the OEC shall be compared to the expenses reported by the Contractor, by SID as noted on the "Schedule of Expenditures of Financial Assistance" or other similar schedule(s) as required by the State Single Audit acts.
  - ii. If the Contractor is not required to file Single Audit Reports, the OEC may utilize the Contractor's Annual Financial Report to determine any unexpended funds.
  - iii. If payments made by the OEC exceed the expenses reported, the OEC may recoup such payments by requesting payment from the Contractor by check or other means as determined by the OEC.
  - iv. The Contractor shall return to the OEC the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the OEC that such amount is due.

**6. Equipment and Assets ("E & A").**

- a. E & A purchased by the Contractor or any subcontractor, in whole or in part, with funds provided by the OEC under this contract shall be considered the property of the OEC. E & A shall be considered purchased from Contractor funds if the program has other sources of income equal to or greater than the equipment purchase price. Such purchases shall be considered to be the property of the Contractor. E & A to be purchased for the program with OEC funds must be identified and the cost itemized in the approved budget in Part I of this contract or in a budget revision form.
- b. The following provisions apply to E & A purchases made in full or in part with OEC funds:
  - i. The Contractor shall obtain the prior approval of the OEC either through the contract application budget or a budget revision. Each piece of equipment or asset to be purchased and their costs must be clearly itemized;

- ii. The Contractor shall obtain three competitive bids for equipment with the purchase to be made from the lowest qualified bidder;
  - iii. The Contractor shall maintain an inventory, including item, date of purchase, contract number, and funding identification, of all equipment and assets purchased with OEC funds; and
  - iv. As part of its annual audit statement, The Contractor shall submit verification by the auditor of the continued possession of all E & A purchased with OEC funds.
  - v. Any item of equipment or any asset purchased with OEC funds shall not be discarded or sold or removed from the inventory without the prior written approval of the OEC.
- c. If OEC funding to the Contractor is terminated or not renewed, the OEC shall determine the manner of the disposition of all E & A purchased in full or in part with OEC funds by:
- i. Permitting the Contractor to retain and use the E & A;
  - ii. Allowing the Contractor to sell the E & A and return the proceeds to the OEC, minus an agreed upon amount to compensate for the costs of selling the E & A; or
  - iii. Returning the E & A to the OEC.

## H. FEDERAL AND STATE REQUIREMENTS.

### 1. Federal Requirements.

- a. The Contractor's DUNS number is **967798059**.
- b. This contract receives Federal funding under the SPPT Grant as administered by the Health Resources and Services Administration (HRSA) as follows:  
  
 Grant Number: SP1AH000055-01-00  
 CFDA (Catalog of Federal Domestic Assistance) Title: Connecticut Office of Early Childhood Support for Expectant and Parenting Teens, Women, Fathers, and Their Families Program  
 CFDA Number: 93.500  
 Award Years: 2019  
 Research and Design: No  
 Name of Federal OEC Awarding: Department of Health & Human Services, Public Health Service
- c. In addition to the Federal Funds provisions of Part II of this contract, the Contractor shall adhere to the Federal requirements specific to the funding allocated to this contract. Further guidance is available at [https://www.acf.hhs.gov/sites/default/files/assets/general\\_terms\\_and\\_conditions\\_mandatory\\_1.pdf](https://www.acf.hhs.gov/sites/default/files/assets/general_terms_and_conditions_mandatory_1.pdf) and the Subrecipient Monitoring and Management Section of the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75 at [https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=df3c54728d090168d3b2e780a6f6ca7c&ty=HTML&h=L&mc=true&n=pt45.1.75&r=PART#sg45.1.75\\_1344\\_675\\_1350.sg4](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=df3c54728d090168d3b2e780a6f6ca7c&ty=HTML&h=L&mc=true&n=pt45.1.75&r=PART#sg45.1.75_1344_675_1350.sg4).
- d. Unless the Contractor submits to the OEC previous written authorization from the Federal awarding OEC prior to contract execution, the Contractor shall not exceed the default 10% cap on administrative costs for Federal funding allocated under this contract. All administrative costs in excess of 10% of the total Federal funding amount will be disallowed.
- e. The Contractor shall not seek reimbursement from the Federal Government for any of the services offered by the Program.

f. **Federal Office of Management and Budget Requirements.**

- i. This contract includes Federal Financial Assistance, and therefore such funds shall be subject to the Federal Office of Management and Budget Cost Principles codified in the OMB Super Circular as set forth in 2.CFR Part 200 and as updated from time to time.
- ii. Federal funding shall be released by the OEC contingent upon receipt of federal monies by the OEC in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq. of (1990).

g. **Federal Funding Accountability and Transparency Act (FFATA):**

- i. The Contractor shall register with the Federal System for Award Management (SAM) at <https://www.sam.gov> to assist the OEC with meeting its obligation to comply with the Federal Funding Accountability and Transparency Act (FFATA).
- ii. The Contractor shall ensure that it shall remain active in SAM by updating its SAM profile at least every 12 months. Upon notification by the OEC that its SAM status is not active, the Contractor shall update its SAM profile within five business days of such notification. The Contractor's failure to comply may impact future issuance of payments by the OEC.

h. **Trafficking Victims Protection Act of 2000.**

- i. Pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended, the OEC shall terminate this contract immediately and report such termination to HRSA if it determines that the any of the employees or volunteers of the Contractor, or any of its subcontractors or vendors, has performed any of the following actions:
  - (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (b) Procure a commercial sex act during the period of time that the award is in effect; or
  - (c) Use forced labor in the performance of the services under this contract.
- ii. Guidance on this act is available at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons> .

2. **State Requirements**

- a. **Audit Submission Process:** If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the contract, the Contractor shall submit its A-133 and state single audit electronically to the OEC through a state-wide electronic system. The system is entitled "Office of Policy and Management - Electronic Audit Reporting System (EARS)." The link to access the system is <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the OEC an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the OEC with a copy of the approved request.
- b. **Match Requirements:** The Contractor also warrants that it is aware that funds provided by the OEC under this contract may be used for a service match. The Contractor must obtain OEC permission prior to identifying any or all of the allocated services as a service or monetary match. The OEC shall respond to all requests within five business days of receipt.

## I. SUBCONTRACTED SERVICES.

1. In accordance with Part II, Subcontracts (Section C.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms / Total Value

2.
  - a. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section C.9), if following the execution and approval of this contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the OEC before finalizing any subcontract arrangement.
  - b. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; process of notification of changes to subcontractor funding, process for contract resolution between the contractor and subcontractors; and (4) provide assurances to the OEC that the proposed subcontract contains the terms specified in subsection 3 below.
3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:
  - a. Client-Related Safeguards (Section B);
  - b. Contractor Obligations (Section C) – specifically: Federal Funds, Audit and Inspection of Plant, Places of Business and Records, Related Party Transactions, Suspension or Debarment, Independent Capacity of Contractor, Indemnification [of the State], Insurance, Sovereign Immunity, Compliance with Law and Policy, Facilities Standards and Licensing, Representations and Warranties, Protection of Confidential Information, Litigation;
  - c. Changes To The Contract, Termination, Cancellation and Expiration (Section D) – specifically: Contractor Changes and Assignment; and
  - d. Statutory and Regulatory Compliance (Section E).
4. The Contractor agrees to be responsible to the OEC for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to the OEC, for the subcontractor's performance.
5. The Contractor shall retain the OEC's written approval and each subcontract in the contract file.
6. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor shall be paid or reimbursed by the OEC unless the OEC, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the OEC Commissioner or his/her designee pursuant to C.G.S. § 4-8. The OEC, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are



satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

#### **J. PROCEDURE FOR TERMINATION.**

1. **Termination by the OEC.** In addition to the sections in Part II of this contract, upon delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective the Contractor shall:
  - a. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
  - b. If the OEC so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the OEC in the manner and to the extent directed by the OEC all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the OEC shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;
  - c. Complete the performance of the work that has not been terminated by the Notice of Termination; and
  - d. Be entitled to payment for services agreed upon by the parties and rendered to the OEC's satisfaction through the effective date of termination.
2. **Reduction of Services or Termination by the Contractor.** In the event that the Contractor terminates this contract, closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the OEC does not offer funding for the subsequent fiscal year, then pursuant to Part II D. 7. of this Contract, the OEC and the Contractor shall negotiate and resolve the following issues:
  - a. the time lines for closure of the program;
  - b. closure of admissions and the transfer of clients remaining in the program at the time of closure;
  - c. the amount of any final payments due the Contractor or refunds due the OEC; and
  - d. the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2;
  - e. the disposition of property and equipment in which the OEC has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, Sections 17-226d-4(i), (1) & (2) including Bond Fund Award liens and obligations;
  - f. notification to clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and
  - g. any other issues pertinent to the specific situation causing the reduction or termination of services.

- K. SEVERABILITY.** If any section of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that section. The remainder of this contract shall be enforced to the fullest extent permitted by law.

**PART II. TERMS AND CONDITIONS.** The Contractor shall comply with the following terms and conditions.

**A. Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **“Client”** shall mean a recipient of the Contractor’s Services.
6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
10. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
11. **“Confidential Information” (formerly “Personal Information”)** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
12. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.

15. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

**B. Client-Related Safeguards.**

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b 120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

**C. Contractor Obligations.**

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at [http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806).
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Office of Early Childhood or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
  - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
  - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.

**4. Federal Funds.**

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
  - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

- (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

**5. Audit and Inspection of Plant, Places of Business and Records.**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

**6. Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

**7. Suspension or Debarment.** In addition to the representations and requirements set forth in Section C.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
  - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
  - (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
  - (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
    - (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
    - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
      - (i) confidentiality of any part of or all of the bid or
      - (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
  - (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
  - (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
  - (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide
    - (1) a certificate of insurance,
    - (2) the declaration page and
    - (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured.

The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

- (e) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.
- 12. Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:
- (a) **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
  - (b) **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
  - (c) **Professional Liability.** \$1,000,000 limit of liability, if applicable; and/or
  - (d) **Workers' Compensation and Employers Liability.** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- 13. Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
- 14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
  - (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
  - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
- 15. Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
  - (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

**16. Representations and Warranties.** Contractor shall:

- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

**17. Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

**18. Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

**19. Protection of Confidential Information.**

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) (The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**20. Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

**21. Litigation.**

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their

businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

**D. Changes to the Contract, Termination, Cancellation and Expiration.**

**1. Contract Amendment.**

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
  - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
  - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

**2. Contractor Changes and Assignment.**

- (a) The Contractor shall notify the Agency in writing:
  - a. at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
  - b. no later than ten (10) days from the effective date of any change in:
    - i. its certificate of incorporation or other organizational document;
    - ii. more than a controlling interest in the ownership of the Contractor; or
    - iii. the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
  - a. The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
  - b. The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.



- c. The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. **Breach.**

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
  - a. withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
  - b. temporarily discontinue all or part of the Services to be provided under the Contract;
  - c. permanently discontinue part of the Services to be provided under the Contract;
  - d. assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
  - e. require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
  - f. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
  - g. any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. **Ending the Contractual Relationship.**

- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability

to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

**7. Transition after Termination or Expiration of Contract.**

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

**E. Statutory and Regulatory Compliance.**

1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.
  - (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
  - (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
  - (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
  - (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
  - (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to

13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").

(f) Definitions

- (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
- (2) "Business Associate" shall mean the Contractor.
- (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and

section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the Individual's PHI;
  - (C) provide a copy of the Individual's PHI in an electronic health record; or
  - (D) amend PHI in the Individual's designated record setthe Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
  - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
  - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
  - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    - 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
    - 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
    - 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
    - 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
  - (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
  - (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
  - (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
  - (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

- (h) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions
  - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.
  - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination.
    - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
    - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (l) Miscellaneous Sections.

- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
  - (2) **Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
  - (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
  - (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
  - (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
  - (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
  - (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
- (a) For purposes of this Section, the following terms are defined as follows:
    - (1) "Commission" means the Commission on Human Rights and Opportunities;
    - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
    - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
    - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
    - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
    - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
    - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
    - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and

- (10) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
  - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
  - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
6. **Freedom of Information.**
- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
  - (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.
7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and 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 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 Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
9. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.



CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION  
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## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall *knowingly solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

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## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has *managerial or discretionary responsibilities with respect to a subcontract with a state contractor*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

## SIGNATURES AND APPROVALS

19OECSP01WTB

The Contractor IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

### CONTRACTOR – CITY OF WATERBURY, WATERBURY PUBLIC SCHOOLS

\_\_\_\_\_  
NEIL M. O'LEARY, *Mayor*

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

### OFFICE OF EARLY CHILDHOOD

\_\_\_\_\_  
BETH BYE, *Commissioner*

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

### CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

\_\_\_\_\_  
Signature and Title

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date



## ***Waterbury Public Schools***

Elaine M. Skoronski, J.D.  
IDEA Grant Coordinator  
Special Education Department  
236 Grand St., Second Floor, Room 250  
Waterbury, CT 06702  
(203) 346-3518 Fax (203) 346-3509

December 3, 2019

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

Waterbury Board of Aldermen  
235 Grant St.  
Waterbury, CT 06702

Re: Contract between the City of Waterbury and the Institute of Professional Practice, Inc.

Dear Board of Education and Board of Aldermen:

I respectfully request that the contract between the City of Waterbury and Institute of Professional Practice, Inc. be placed on your next agenda and approved. The contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process.

The Waterbury School District would like to place a student at Institute of Professional Practice, Inc. which operates a school for students with disabilities in Naugatuck.

The total amount of the contract is \$330,665.00 and the contract terms runs from January 1, 2020 to June 30, 2022 and is paid by general funds. A tax clearance is being obtained. I appreciate your consideration in this important matter.

Respectfully Submitted,

Elaine M. Skoronski

Enc.

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
AND  
THE INSTITUTE OF PROFESSIONAL PRACTICE, INC.**

**THIS AGREEMENT** ["Agreement"], effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ["City"], and The Institute of Professional Practice, Inc., a duly registered State of Vermont Corporation doing business at 2096 Airport Road-Berlin, Barre, VT 05641, ["Contractor"].

**WHEREAS**, Contractor is a private education institution specializing and licensed in the education of children with disabilities;

**WHEREAS**, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

**WHEREAS**, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program ["IEP"], by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education ["the Board"]; and

**WHEREAS**, the City is desirous of having the Contractor perform said educational services for the City.

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

**1. Scope of Services.**

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ["IDEA"], and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team ["PPT"], which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2 Contractor agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team in addition to the pertinent curricular and extracurricular programs and activities provided by the Contractor.

1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

1.5 Contractor shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice. Notwithstanding, and as an exception to, the foregoing, the Contractor shall have the right to suspend without such prior written notice any child who, in the Contractor's opinion, poses a threat of imminent harm to himself or to others or who has otherwise engaged in conduct that would constitute a suspendable or expellable offense under Board policies. In all such cases, the Board shall promptly convene a PPT meeting to conduct a manifestation determination meeting or to consider whether such program and placement remains appropriate for such students.

1.6 The parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

1.7 The Superintendent or her agent shall have the right to visit and observe the program at any time.

1.8 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

## **2. Term.**

2.1 The term of this Agreement shall be for three fiscal years commencing on

January 1, 2020 and terminating on June 30, 2022, 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 Contractor sixty (60) days prior to the end of the initial three-year term. Upon receipt of such notice, the Contractor shall notify the City within ten business days of its intention either to accept or to reject such proposed extension or to request the renegotiation of the terms and conditions of such proposed extension. 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. Payment.**

3.1 The City shall pay Contractor an amount up to Three Hundred Thirty Thousand Six Hundred Sixty-Five Dollars (\$330,665.00) for the entire three (3) year Agreement term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in Attachment A entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.2 The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year, with the understanding that the figure set forth in Section 3.1 of this Agreement shall constitute a limit on the number of additional students and services the City may add hereunder, unless the City and the Contractor renegotiate such figure to accommodate the proposed additional students.

3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's IEP. Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days on which Contractor is available to provide, or is providing, services. In cases in which a pupil has missed five school days in any one month, the Contractor shall notify the City within five school days from the fifth absence, and the City shall promptly schedule a PPT meeting to determine whether the pupil's placement remains appropriate. The Contractor's failure to provide such notice will relieve the City from paying the Contractor for any subsequent days the pupil may miss up through the date of such PPT meeting. The City will compensate Contractor for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools that are subject to such rates.

#### **4. Records/Reports.**

4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team, to develop an annual IEP for each student placed at the Contractor's facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor 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 parent or guardian.

4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.



4.3 The Contractor agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

## **5. Student Data Requirements.**

5.1 All student records, student information, and student-generated content [collectively, "Student Data"] pursuant this Agreement are not the property of, or under the control of, the Contractor.

5.2 The City's Board of Education ["Board"] shall have access to and the ability to delete Student Data in the possession of the Contractor 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 Contractor 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.

5.3 The Contractor shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

5.4 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 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 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 Contractor, and correct any erroneous information therein.

5.5 The Contractor shall take actions designed to ensure the security and confidentiality of student data.

5.6 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.

5.7 Student Data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.

5.8 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.

5.9 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.

5.10 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.

## **6. Confidentiality/FERPA.**

6.1 Contractor 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. Contractor shall further ensure that its employees, agents, or anyone performing work on their 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.

6.2 Any and all materials contained in City of Waterbury student files that are entrusted to Contractor or gathered by the Contractor 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 Contractor shall be used solely for the purposes of providing services under this Agreement.

6.3 Contractor 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) Contractor and City shall comply with the requirements of said statute and regulations, as amended from time to time and Contractor 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, Contractor has no authority to make disclosures of any information from education records.

## **7. Criminal Background Check and DCF Registry Check.**

7.1 Contractor represents and warrants that it has complied in full with the requirements set forth in Sections 10-221d and 10-222c of the Connecticut General Statutes with respect to any employee who may be assigned to perform the Scope of Services set forth in this Agreement, and that such employees have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, and have neither been convicted of a crime nor had a criminal investigation pending involving violence, sexual misconduct, or other conduct, including but not limited to child abuse or neglect, that could reasonably be deemed to pose a risk to the health and well-being of the students or City employees, that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities of the nature set forth herein; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations.

## **8. Representation Regarding Qualifications.**

8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2 Contractor 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. Contractor 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.

8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. 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. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations Regarding Personnel.** Contractor represents that it has or will secure at its own expense, all personnel required to perform the services 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 writing. As set forth above, all the services required hereunder shall be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

8.3.2 The Contractor represents and warrants to the extent that it can do so under Sections 10-221d and 10-222c as well as Section 31-51i of the Connecticut General Statutes that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, and have neither been convicted of a crime nor had a criminal investigation pending involving violence, sexual misconduct, or other conduct, including but not limited to child abuse or neglect, that could reasonably be deemed to pose a risk to the health and well-being of the students or City employees, that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities of the nature set forth herein; that the Contractor and its employees have submitted to a DCF registry check and represents that there are no

pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry.

**9. Debarment.**

9.1 Contractor 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.

**10. Indemnification.**

10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 Contractor shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City, the Board, any of the City's or the Board's officers, agents or employees, or any third parties over whom the Contractor has no control or authority. Contractor hereby covenants and agrees to (i) indemnify, and (ii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement that is attributable to or arises from any willful or negligent act or omission or improper conduct of Contractor or any servant, agent or employee thereof – other than the City, the Board, its officers, agents or employees, or any third parties over whom the Contractor has no control or authority -- in the performance of their duties under this Agreement in accordance with the liability coverage set forth in Section 11.3 of this Agreement.

10.3 The provisions of Section 10.2 of this Agreement shall also apply to any and all claims against the City, the Board of Education or any of its employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Notwithstanding the foregoing, the Contractor shall not be responsible for such indemnification or any duty to hold the City, the Board, or any of its employees should the basis for such claims be the alleged misconduct of the City, the Board, and/or any of its employees.

10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and

defend the City as provided here, should the Contractor be found to have been negligent or to have wantonly, willfully or intentionally engaged in gross misconduct.

10.5 The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.6 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

## **11. Contractor's Liability Insurance.**

11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor 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. Contractor 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.

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

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

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

11.3.2 **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);

11.3.3 **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

11.3.4 **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.

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

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

11.3.7 **Certificates of Insurance.** Contractor will, 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. Contractor 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, 3<sup>rd</sup> Floor  
236 Grand Street  
Waterbury, CT 06702

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

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

11.3.9 **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.

## 12. **Discriminatory Practices.**

12.1 In performing this Agreement, Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this 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.

12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

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

Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**13. Termination.**

**13.1 Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall provide the Contractor with written notice of such alleged failures or violations, after the receipt of which the Contractor shall have up to thirty (30) days to cure or otherwise remedy such failures or violations. Should the Contractor fail to do so, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

Similarly, If, through any cause, the City shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the City shall violate any of the covenants, agreements, or stipulations of this Agreement, the Contractor shall provide the City with written notice of such alleged failures or violations, after the receipt of which the City shall have up to thirty (30) days to cure or otherwise remedy such failures or violations. Should the City fail to do so, the Contractor shall thereupon have the right to terminate this Agreement by giving written notice to City of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination.

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

**13.3 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 Contractor, but under no circumstances shall such proposed termination date be less than thirty (30) calendar days from the date of such notice. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

**13.4 Termination for Lack of Funding.** The Contractor 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. Contractor 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. Contractor 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 Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5 The Contractor 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 Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

**13.5.1 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 Contractor.

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

**13.5.3. Compensation for Services Provided.** Notwithstanding the foregoing, nothing in this Agreement is intended, or shall be construed, as relieving the City from any obligation to compensate the Contractor for services the Contractor has already provided.

**14. Delivery of Documents.**

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

**15. Subcontracting.**

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

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

**16. Assignability.**

16.1 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; provided, however, that claims for money due or to become due Contractor from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**17. Audit.**

17.1 The City reserves the right to audit Contractor'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, Contractor shall immediately 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.

**18. Interest of City Officials.**

18.1 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.

**19. Prohibition against Gratuities and Kickbacks.**

19.1 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.

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

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

19.4 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.

19.5 The Contractor, 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, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder,

it shall be conclusively presumed that the amount thereof was included in the price of the 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.

**20. Prohibition Against Contingency Fees.**

20.1 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.

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

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

**22. Entire Agreement.**

22.1 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 Contractor.

**23. Independent Contractor Relationship.**

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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. Similarly, no agent, employee, or servant of the City shall be deemed to be an employee, agent or servant of the Contractor. 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

**24. Severability.**

24.1 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.

**25. Survival.**

25.1 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. Disputes; Legal Proceedings and Continued Performance.**

26.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City, except that the City and the Contractor acknowledge and agree that the Contractor shall have no such duty to continue to perform services under this Agreement should the claim, dispute or legal action contemplated herein involve or arise from the City's failure -- after having had the opportunity to cure such failure -- to pay the Contractor on the terms provided for in this Agreement and the attached schedules.

**27. Binding Agreement.**

27.1 The City and Contractor 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.

**28. Waiver.**

28.1 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.

**29. Governing Laws.**

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

**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:**

**THE INSTITUTE OF PROFESSIONAL  
PRACTICE, INC.**

\_\_\_\_\_  
Print name

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

\_\_\_\_\_,  
[Title], Duly authorized

\_\_\_\_\_  
Print name

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



**SCHEDULE "A"**  
**Yearly Rate Schedule**  
City of Waterbury  
And

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(Consisting of 1 page)

**Special Education rate per year**

<b><u>Annual Tuition (10 months):</u></b> Includes 1:1 ABA Therapist, Special Education teacher and Board Certified Behavior Analyst services	<b>\$106,900.00</b>
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<b>Summer Program (1 month):</b> <b>(prorated for shorter or</b> <b>longer summer program)</b>	<b>\$10,690.00</b>
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<b>Related Services:</b>	<b>\$100.00 per hour</b>
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# ***Waterbury Board of Education***

## **Monthly Expenditure Report**

**October 2019**

ACCOUNT	CLASSIFICATION	FY 20 ORIGINAL BUDGET	FY 20 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Salaries</b>								
511101	Administrators	\$8,781,615	\$8,781,615	\$2,588,990	\$0	\$6,192,625	\$8,781,615	\$0
511102	Teachers	\$71,076,606	\$71,076,606	\$14,507,772	\$0	\$56,568,834	\$71,076,606	\$0
511104	Superintendent	\$410,000	\$410,000	\$126,154	\$0	\$283,846	\$410,000	\$0
511106	Early Incentive Certified	\$931,968	\$931,968	\$845,477	\$0	\$86,491	\$931,968	\$0
511107	Certified Coaches	\$764,000	\$764,000	\$2,219	\$0	\$761,781	\$764,000	\$0
511108	School Psychologists	\$1,814,828	\$1,814,828	\$284,735	\$0	\$1,530,093	\$1,814,828	\$0
511109	School Social Workers	\$1,949,419	\$1,949,419	\$316,577	\$0	\$1,632,842	\$1,949,419	\$0
511110	Speech Pathologists	\$2,308,110	\$2,308,110	\$406,442	\$0	\$1,901,668	\$2,308,110	\$0
511113	Extra Compensatory Stipend	\$97,000	\$97,000	\$0	\$0	\$97,000	\$97,000	\$0
511201	Non-Certified Salaries	\$2,333,585	\$2,333,585	\$312,787	\$0	\$2,020,798	\$2,333,585	\$0
511202	Clerical Wages	\$963,037	\$963,037	\$256,937	\$0	\$706,100	\$963,037	\$0
511204	Crossing Guards	\$363,055	\$363,055	\$85,336	\$0	\$277,719	\$363,055	\$0
511206	Educational	\$464,447	\$464,447	\$81,892	\$0	\$382,555	\$464,447	\$0
511212	Substitute Teachers	\$2,945,000	\$2,945,000	\$324,447	\$33,062	\$2,587,492	\$2,945,000	\$0
511215	Cafeteria Aides	\$80,000	\$80,000	\$59,311	\$0	\$20,689	\$80,000	\$0
511217	Library Aides	\$166,617	\$166,617	\$27,642	\$0	\$138,975	\$166,617	\$0
511219	School Clerical	\$1,896,215	\$1,896,215	\$436,437	\$0	\$1,459,778	\$1,896,215	\$0
511220	Fiscal Administration	\$514,230	\$514,230	\$102,378	\$0	\$411,852	\$514,230	\$0
511222	Transportation Coordinator	\$101,039	\$101,039	\$30,833	\$0	\$70,206	\$101,039	\$0
511223	Office Aides	\$170,000	\$170,000	\$42,110	\$0	\$127,890	\$170,000	\$0
511225	School Maintenance Non-Certified	\$2,184,221	\$2,184,221	\$524,094	\$0	\$1,660,127	\$2,184,221	\$0
511226	Custodians Non-Certified	\$5,352,068	\$5,352,068	\$1,519,671	\$0	\$3,832,397	\$5,352,068	\$0
511227	Overtime - Outside Activities	\$200,000	\$200,000	\$69,882	\$0	\$130,118	\$200,000	\$0
511228	Paraprofessionals	\$10,044,144	\$10,044,144	\$1,943,674	\$0	\$8,100,470	\$10,044,144	\$0
511229	Bus Duty	\$250,000	\$250,000	\$99	\$0	\$249,901	\$250,000	\$0
511232	Attendance Counselors	\$111,185	\$111,185	\$7,472	\$0	\$103,713	\$111,185	\$0
511233	ABA Behavioral Therapist	\$1,589,085	\$1,589,085	\$385,097	\$0	\$1,203,988	\$1,589,085	\$0
511234	Interpreters	\$135,795	\$135,795	\$16,999	\$0	\$118,796	\$135,795	\$0
511237	Swing Space	\$0	\$0	\$30,581	\$0	(\$30,581)	\$30,581	(\$30,581)
511650	Overtime	\$740,000	\$740,000	\$194,702	\$0	\$545,298	\$709,419	\$30,581
511653	Longevity	\$15,300	\$15,300	\$1,055	\$0	\$14,245	\$15,300	\$0
511700	Extra Police Protection	\$520,516	\$520,516	\$0	\$0	\$520,516	\$520,516	\$0
511800	Vacation and Sick Term Payout	\$111,279	\$111,279	\$98,500	\$0	\$12,779	\$111,279	\$0
529001	Car Allowance	\$75,000	\$75,000	\$17,078	\$0	\$57,922	\$75,000	\$0
529003	Meal Allowances	\$19,800	\$19,800	\$5,362	\$0	\$14,438	\$19,800	\$0
<b>Subtotal Salaries</b>		<b>\$119,479,164</b>	<b>\$119,479,164</b>	<b>\$25,652,742</b>	<b>\$33,062</b>	<b>\$93,793,360</b>	<b>\$119,479,164</b>	<b>\$0</b>

ACCOUNT	CLASSIFICATION	FY 20 ORIGINAL BUDGET	FY 20 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Purchased Services</b>								
533009	Evaluation	\$74,250	\$74,250	\$1,737	\$10,284	\$62,229	\$74,250	\$0
533020	Consulting Services	\$371,125	\$371,125	\$110,173	\$258,625	\$2,327	\$371,125	\$0
533100	Auditing	\$54,000	\$54,000	\$0	\$50,500	\$3,500	\$54,000	\$0
539005	Sporting Officials	\$35,000	\$33,680	\$1,688	\$0	\$31,992	\$33,680	\$0
539007	Report Cards	\$9,000	\$9,000	\$0	\$196	\$8,804	\$9,000	\$0
539008	Messenger Service	\$28,600	\$29,920	\$6,256	\$20,672	\$2,992	\$29,920	\$0
543000	General Repairs & Maintenance	\$1,740,700	\$1,740,700	\$399,335	\$371,422	\$969,943	\$1,740,700	\$0
543011	Maintenance - Service Contracts	\$730,000	\$730,000	\$117,518	\$399,182	\$213,301	\$730,000	\$0
544002	Building Rental	\$555,539	\$555,539	\$234,433	\$265,670	\$55,436	\$555,539	\$0
545002	Water	\$255,000	\$255,000	\$0	\$0	\$255,000	\$255,000	\$0
545006	Electricity	\$3,129,855	\$3,129,855	\$816,261	\$0	\$2,313,594	\$3,129,855	\$0
545013	Security/Safety	\$125,000	\$125,000	\$9,885	\$17,166	\$97,949	\$125,000	\$0
551000	Pupil Transportation	\$15,241,207	\$15,241,207	\$2,523,616	\$10,919,727	\$1,797,864	\$15,241,207	\$0
553001	Postage	\$70,000	\$70,000	\$21,180	\$0	\$48,820	\$70,000	\$0
553002	Telephone	\$250,000	\$250,000	\$69,008	\$10,224	\$170,768	\$250,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$93,600	\$12,313	\$15,068	\$66,219	\$93,600	\$0
556055	Tuition - Outside	\$8,225,000	\$8,225,000	\$859,225	\$4,800,174	\$2,565,601	\$8,225,000	\$0
556056	Purchased Service - Outside	\$2,627,897	\$2,627,897	\$225,512	\$1,896,791	\$505,594	\$2,627,897	\$0
557000	Tuition Reimbursement	\$6,000	\$6,000	\$0	\$0	\$6,000	\$6,000	\$0
558000	Travel Expenses	\$18,000	\$18,000	\$1,340	\$901	\$15,759	\$18,000	\$0
559001	Advertising	\$25,000	\$25,000	\$1,651	\$0	\$23,349	\$25,000	\$0
559002	Printing & Binding	\$50,000	\$50,000	\$2,425	\$0	\$47,575	\$50,000	\$0
559104	Insurance - Athletics	\$23,000	\$23,000	\$22,057	\$0	\$943	\$23,000	\$0
<b>Subtotal Purchased Services</b>		<b>\$33,737,773</b>	<b>\$33,737,773</b>	<b>\$5,435,612</b>	<b>\$19,036,601</b>	<b>\$9,265,560</b>	<b>\$33,737,773</b>	<b>\$0</b>
<b>Supplies/Materials</b>								
561100	Instructional Supplies	\$1,620,000	\$1,620,000	\$576,017	\$429,913	\$614,069	\$1,620,000	\$0
561200	Office Supplies	\$71,840	\$71,840	\$20,928	\$18,216	\$32,696	\$71,840	\$0
561204	Emergency/Medical Supplies	\$4,000	\$4,000	\$0	\$0	\$4,000	\$4,000	\$0
561210	Intake Center Supplies	\$1,500	\$1,500	\$1,428	\$8	\$64	\$1,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$9,521	\$3,464	\$37,015	\$50,000	\$0
561212	Medicaid Supplies	\$15,000	\$15,000	\$0	\$14,213	\$787	\$15,000	\$0
561501	Diesel	\$156,585	\$156,585	\$31,470	\$117,365	\$7,750	\$156,585	\$0
561503	Gasoline	\$35,000	\$35,000	\$6,840	\$0	\$28,160	\$35,000	\$0
561505	Natural Gas	\$1,666,000	\$1,666,000	\$183,512	\$0	\$1,482,488	\$1,666,000	\$0
561507	Janitorial Supplies	\$235,000	\$235,000	\$81,046	\$96,421	\$57,533	\$235,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$4,190	\$6,076	\$39,734	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$23,665	\$15,662	\$60,673	\$100,000	\$0
561510	Building & Ground Supplies	\$150,000	\$150,000	\$56,928	\$48,072	\$45,001	\$150,000	\$0

ACCOUNT	CLASSIFICATION	FY 20 ORIGINAL BUDGET	FY 20 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
561511	Propane	\$285,938	\$285,938	\$72,189	\$158,953	\$54,796	\$285,938	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$31,092	\$8,908	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$0	\$1,616	\$384	\$2,000	\$0
569010	Recreational Supplies	\$20,000	\$20,000	\$1,648	\$7,009	\$11,343	\$20,000	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$58,268	\$22,405	\$49,327	\$130,000	\$0
<b>Subtotal Supplies/Materials</b>		<b>\$4,632,863</b>	<b>\$4,632,863</b>	<b>\$1,127,649</b>	<b>\$970,485</b>	<b>\$2,534,729</b>	<b>\$4,632,863</b>	<b>\$0</b>
<b>Property</b>								
575008	Furniture-Misc.	\$50,000	\$50,000	\$581	\$0	\$49,419	\$50,000	\$0
575200	Office Equipment	\$160,000	\$160,000	\$48,931	\$0	\$111,069	\$160,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$0	\$3,602	\$36,398	\$40,000	\$0
<b>Subtotal Property</b>		<b>\$250,000</b>	<b>\$250,000</b>	<b>\$49,512</b>	<b>\$3,602</b>	<b>\$196,886</b>	<b>\$250,000</b>	<b>\$0</b>
<b>Other/Miscellaneous</b>								
589021	Mattatuck Museum	\$13,000	\$13,000	\$0	\$9,744	\$3,256	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$6,900	\$0	\$13,800	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,337	\$0	\$163	\$9,500	\$0
589201	Mileage	\$30,000	\$30,000	\$1,027	\$0	\$28,973	\$30,000	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$150	\$0	\$6,850	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$60,000	\$45,898	\$6,182	\$7,920	\$60,000	\$0
591004	Athletic Revolving Fund	\$135,000	\$135,000	\$86,720	\$21,600	\$26,680	\$135,000	\$0
<b>Total Other/Miscellaneous</b>		<b>\$275,200</b>	<b>\$275,200</b>	<b>\$150,033</b>	<b>\$37,526</b>	<b>\$87,642</b>	<b>\$275,200</b>	<b>\$0</b>
<b>GRAND TOTAL OPERATING BUDGET</b>		<b>\$158,375,000</b>	<b>\$158,375,000</b>	<b>\$32,415,548</b>	<b>\$20,081,275</b>	<b>\$105,878,177</b>	<b>\$158,375,000</b>	<b>\$0</b>
<b>Other Additional Funding</b>								
	Alliance Non-Reform/Reform	\$15,932,468	\$15,932,468	\$3,002,259	\$0	\$12,930,209	\$15,932,468	\$0
	Alliance Increase from Budget Reductions	\$1,510,313	\$1,510,313	\$211,430	\$0	\$1,298,883	\$1,510,313	\$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	\$500,000	\$500,000	\$0	\$0	\$500,000	\$500,000	\$0
	City Non Lapsing Account	\$675,000	\$675,000	\$0	\$0	\$675,000	\$675,000	\$0
<b>Total Additional Funding</b>		<b>\$21,067,781</b>	<b>\$21,067,781</b>	<b>\$3,213,689</b>	<b>\$0</b>	<b>\$17,854,092</b>	<b>\$21,067,781</b>	<b>\$0</b>
<b>GRAND TOTAL ALL FUNDING</b>		<b>\$179,442,781</b>	<b>\$179,442,781</b>	<b>\$35,629,237</b>	<b>\$20,081,275</b>	<b>\$123,732,269</b>	<b>\$179,442,781</b>	<b>\$0</b>

## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday December 5, 2019 (Duggan School)  
**BOARD MEETING:** Thursday, December 19, 2019

TO THE BOARD OF EDUCATION  
 WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
K. Kaso	Generali gym, café: Tues., Dec. 17 <sup>th</sup> 5:30-7:30 pm (Family Reading Night)
P. Poulter	Regan all purpose rm.: Tues., Dec. 17 <sup>th</sup> 5:30-7:30 pm (Winter Concert/Art Show) (snow date: 12/18/19)
Dr. Arroyo	Enlightenment café: 4/27 – 6/3/20 Mon. & Wed. 3:00-5:00 pm (partnership with PAL, Shakesperience Production Neighborhood Program)
S. Schulte	WAMS apron stage: 4/20-4/23 2:00-8:30 pm (Shakesperience Production) WAMS apron stage: 1/6 – 2/28 2:00-6:00 pm (rehearsals) and 2/27 & 2/28 2:00-10:00 pm (performances)
D. Bakewell	Sprague gym: Thurs., Dec. 12 <sup>th</sup> 5:00-7:30 pm (Watch Dogs Pizza)
V. Cuevas	West Side pool: Dec. 14 <sup>th</sup> , 15 <sup>th</sup> , & 22 <sup>nd</sup> 8:00am-9:00pm (swim testing and training for new & existing lifeguards)

Approved

\_\_\_\_\_  
 Jason Van Stone

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

Hook

SCHOOL PERSONNEL USE ONLY

NOV 20 2019

DATE: 11/20/2019

TO: SCHOOL BUSINESS OFFICE

FROM: Klea Kaso

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

NAME OF SCHOOL REQUESTED: Generali

☒ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: December 17<sup>th</sup>, 2019

FROM: 5:30 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Family Reading Night

Klea Kaso  
APPLICANT

Please note the following provisions:

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

NOV 19 2019

*Back*  
**SCHOOL USE FORM**DATE: 11/19/19

TO: SCHOOL BUSINESS OFFICE  
(ATTN: SANDY MCCASLAND)  
FX #: 574-8032 PHONE #: 574-8034

FROM: Regan School

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

NAME OF SCHOOL REQUESTED: Regan SchoolAUDITORIUM

GYMNASIUM

SWIMMING POOL

CAFE/ROOMS

DATE(S) REQUESTED:

Tuesday December 17, 2019FROM 5:30 am/pm TO 7:30 am/pm

\* snow day, Wednesday December 18  
FOR THE FOLLOWING PURPOSE:

Winter Concert / Art show

Patty Poulter, Parent Liaison  
APPLICANT

**Please note the following provisions:**

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



SCHOOL PERSONNEL USE ONLY

NOV 26 2019

DATE:

11/26/19

TO: SCHOOL BUSINESS OFFICE

FROM:

Dr. Arroyo / PAL

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

NAME OF SCHOOL REQUESTED: Enlightenment School

☐

AUDITORIUM

☐

GYMNASIUM

☐

SWIMMING POOL

☒

CAFE/ROOMS

DATES REQUESTED:

April 27 - June 3 (M+W)

FROM 3:00

am/pm

TO

5:00

am/pm

FOR THE FOLLOWING PURPOSES:

In partnership with PAL, Shakespeare Productions would be hosting its annual Neighborhoods Program with elementary students from Waterbury Public Schools.

Matthew Wiener

APPLICANT

Enlightenment  
English  
Teacher

Please note the following provisions:

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

NOV 21 2019

SCHOOL PERSONNEL USE ONLY

DATE: 11/21/19

TO: SCHOOL BUSINESS OFFICE

FROM: Scott Schutte

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

NAME OF SCHOOL REQUESTED: Waubesa Arts Mag

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms  
Apron Stage

DATES REQUESTED: 4/20 - 4/23

FROM: 2:00 am/pm TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Shakespeare class production

Scott Schutte  
APPLICANT

Scott Schutte

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.

NOV 21 2019

SCHOOL PERSONNEL USE ONLY

DATE: 11/21/19

TO: SCHOOL BUSINESS OFFICE

FROM: Scott Schutte

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

Apron Stage

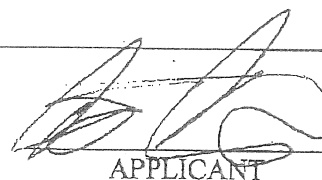
DATES REQUESTED: Monday Through Friday 1/6 - 2/28

FROM: 2:00 am/pm TO: 6:00 am/pm

Performances  
2/27 }  
2/28 } 2-10  
2/29 }

FOR THE FOLLOWING PURPOSES:

Production of school play

  
APPLICANT

Scott Schutte

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.

DEC 13 2019

SCHOOL PERSONNEL USE ONLYDATE: 12-3-19TO: SCHOOL BUSINESS OFFICE  
FROM: Sprague School, Diane Bakewell

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

NAME OF SCHOOL REQUESTED: Sprague☐ Auditorium☒ Gymnasium☐ Swimming Pool☐ Café/RoomsDATES REQUESTED: December 12, 2019FROM: 5:00 am/pm TO: 7:30 am/pmFOR THE FOLLOWING PURPOSES:Watch Dogs Pizza KickoffDiane Bakewell  
APPLICANTPlease 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.

*Check*

DEC - 3 2019

SCHOOL PERSONNEL USE ONLY

DATE: 12-3-19

TO: SCHOOL BUSINESS OFFICE

FROM: Victor Cuevas, Acting SUPERINTENDENT OF RECREATION  
BUREAU OF RECREATION  
WTBY

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

NAME OF SCHOOL REQUESTED: West Side M/S  
Pool

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☐ Café/Rooms

DATES REQUESTED: Dec-14<sup>th</sup>, 15<sup>th</sup>, 22<sup>nd</sup>  
FROM: 8:00 am/pm    TO: 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

IN PERSON SWIM TESTING and Training for New Life Guards  
and existing Life Guards

Victor Cuevas  
APPLICANT

.....

Please note the following provisions:

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

## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday, December 5, 2019 (Duggan School)  
**BOARD MEETING:** Thursday, December 19, 2019

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.

GROUP	FACILITIES AND DATES/TIMES
Westover School	West Side pool: 12/2/19 – 3/5/20 ( per schedule)
L. Mulligan	(weekdays & 4 Saturdays) (swim program)

**REQUESTING WAIVERS:**

P.A.L.	Bucks Hill gym: 1/4/20-3/21/20 Saturdays 9:00am – 5:00pm
Sgt. Bessette	(basketball program) (\$4,536.)

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

MONIES COLLECTED TO DATE:

\$ 26,165.10

Approved:

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Jason Van Stone

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Dr. Verna D. Ruffin  
Superintendent of Schools

These activities are completed and have been billed:

Wild About Dance  
Triple Threat Dance

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

CONTRACT#

NOV 20 2019

APPLICANT Lizanne Smulligan NAME OF ORGANIZATION Westover School

ADDRESS 1237 Whittemore Rd. Middlebury CT 06762 TELEPHONE # 203-577-4557  
(street) (city) (state) (zip code)

SCHOOL REQUESTED W Sm S DATES 12/2/19 - 3/5/20 ROOM(S) Pool

OPENING TIME \_\_\_\_\_ CLOSING TIME \_\_\_\_\_ PURPOSE Swim Team Practice

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 2 CHILDREN 14

SIGNATURE OF APPLICANT Lizanne S. Smulligan DATE 4/15/19

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

Lizanne Smulligan (p) 203-577-4557 SCOTT RUTHERFORD  
(T12) (C1202-233-9123) (C) 203-233-9543

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. AG (PLEASE INITIAL)

Tom  
Gorman  
COO

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. 574-0563 FIRE DEPT. 507-5452

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 574-6210 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.

Write: Permittee

Grader: School Business Office

Print: Principal

Date: Custodian



WESTOVER SCHOOL 2019-2020

USE OF WEST SIDE MIDDLE SCHOOL POOL

WEEK DAY SCHEDULE 5:45 – 7:15 PM

DECEMBER:

2, 3, 4, 5, 9, 10, 11, 12, 16, 17, 18, 19

JANUARY:

7, 9, 13, 14, 15, 16, 21, 22, 23, 27, 28, 29

FEBRUARY:

5, 6, 10, 11, 13, 18, 20, 24, 25, 26, 27

MARCH:

2, 3, 4, 5

\*SATURDAYS: 1:00 – 3:00 PM

JAN. 18

JAN. 25

FEB. 8

FEB. 15

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# 10V 21 2019

1700K  
APPLICANT Ryan Besette NAME OF ORGANIZATION P.A.L.  
ADDRESS 64 Division St 06704 TELEPHONE # 203-346-392  
(street) Bucks (city) (state) (zip code)  
SCHOOL REQUESTED Hill DATES 1/4 - 3/21/20 ROOM(S) Gym  
OPENING TIME 9 AM CLOSING TIME 5 PM PURPOSE Basketball Program  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20  
SIGNATURE OF APPLICANT Ryan Besette / em DATE \_\_\_\_\_  
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: \$42/HR plus 1 HR service (\$4536)

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

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

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

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

SCHOOL BUSINESS OFFICE

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

White-Permittée

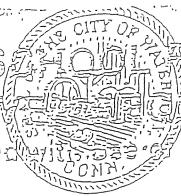
Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with a Building Permit)



APPLICANT/ORGANIZATION: \_\_\_\_\_

P.A.L.

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: \_\_\_\_\_

Bucks Hall

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

Saturdays

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

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

1/4 - 3/21/20

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

9 AM - 5 PM

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

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

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

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

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

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

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

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

10-25-19

Date

Ryan Bessette

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

4,536.

Custodial Fees

\$

Security Deposit

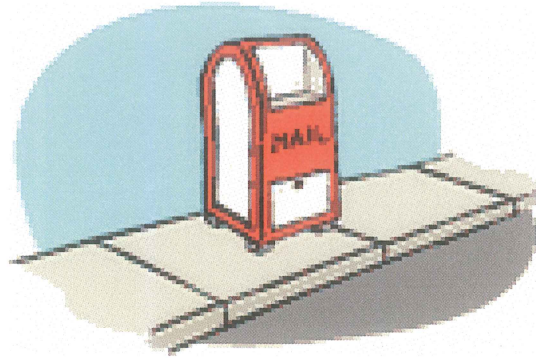
BOARD USE ONLY

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

ATTEST: \_\_\_\_\_

Clerk, Board of Education

# Communications



Packet week ending 12/3/19



NEW ENGLAND ASSOCIATION OF SCHOOLS AND COLLEGES, INC.  
COMMISSION ON PUBLIC SCHOOLS

**Associate Director**  
FRANCIS T. KENNEDY  
781-425-7749  
fkennedy@neasc.org

**Director**  
GEORGE H. EDWARDS  
781-425-7735  
gedwards@neasc.org

**Deputy Director**  
ALYSON M. GEARY  
781-425-7736  
ageary@neasc.org

**Associate Director**  
BRUCE R. SIEVERS  
781-425-7716  
bsievers@neasc.org

**Associate Director**  
KATHLEEN A. MONTAGANO  
781-425-7760  
kmontagano@neasc.org

**Associate Director**  
WILLIAM M. WEHRLI  
781-425-7718  
bwehrl@neasc.org

**Executive Assistant to the Director**  
DONNA M. SPENCER-WILSON  
781-425-7719  
dspencerwilson@neasc.org

November 25, 2019

Louis A Padua  
Principal  
Waterbury Career Academy High School  
175 Birch Street  
Waterbury, CT 06704

Dear Mr. Padua:

The Committee on Public Secondary Schools, at its October 21-22, 2019 meeting, voted that Waterbury Career Academy High School be accepted as a Candidate for Accreditation through the calendar year 2023.

The Committee is pleased that school officials wish to participate in the accreditation process and Committee staff look forward to assisting the school in its preparations to host a visiting team no later than 2023. If you wish to be evaluated before 2023, please contact me as soon as possible to discuss the year in which you wish to host a visiting team.

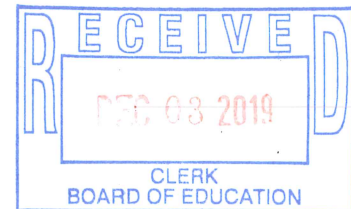
A team from the school will be invited to an Accreditation Seminar in the spring of 2020 to learn about the protocol. The school will complete its self-reflection during the 2020-2021 school year and host a Collaborative Conference visit in 2021 at a date to be determined.

Congratulations on your candidacy status. Please contact me or your staff liaison, Kathleen A. Montagano, if you have any questions.

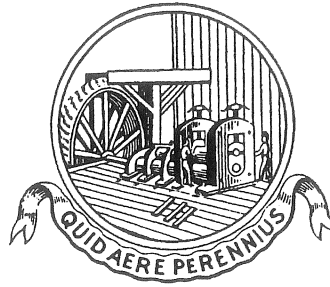
Sincerely,

George H. Edwards

GHE/mms



cc: Verna D. Ruffin, Superintendent, Waterbury Public Schools  
Elizabeth C. Brown, President, Waterbury Board of Education  
Gregory B. Myers, Chair, Committee on Public Secondary Schools



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 7, 2019

Laura Fusco  
26 Oak Leaf Dr.  
Waterbury, CT 06708

Dear Ms. Fusco:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2020252) at \$13.91 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, November 14, 2019 at 9:30 a.m. at the Silas Bronson Library Auditorium, 267 Grand Street in Waterbury. Park in the Buckingham parking garage and bring the ticket with you to orientation for validation. The parking garage can be accessed via Bank Street, Cottage Place or Field Street. We do not recommend that you park on the street as we will not be able to validate or allow departure from the orientation to feed the meter.

You must attend this orientation session in order to work for the City. Please call Denise Carroll at 203-574-8035 as to your start date.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process. We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resource Generalist

JP/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 7, 2019

Jacqueline Anderson  
140 Fulkerson Dr., #17-C  
Waterbury, CT 06708

Dear Ms. Anderson:

We are pleased to receive your acceptance of our offer of employment for the position of Lunchroom Aide @ Bunker Hill Elementary School for the Department of Education – Food Service (Requisition #2020256) at \$11.00 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, November 14, 2019 at 9:30 a.m. at the Silas Bronson Library Auditorium, 267 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Park in the Buckingham parking garage and bring the ticket with you to orientation for validation. The parking garage can be accessed via Bank Street, Cottage Place or Field Street. We do not recommend that you park on the street as we will not be able to validate or allow departure from the orientation to feed the meter.

Your first day reporting to your new department/supervisor will be November 15, 2019 at your regular scheduled time

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

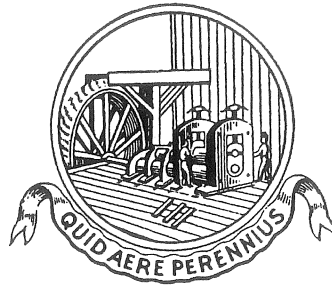
We look forward to working with you.  
Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Human Resources Generalist

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 8, 2019

Jarielitza Bermudez  
159 Harris Circle  
Waterbury, CT 06704

Dear Ms. Bermudez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ Bucks Hill Elementary School (Req. #2020295) at \$16.68 per hour. Please contact Amy Simms, Interim Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 14, 2019 at 9:30 a.m. in the Silas Bronson Library Auditorium, 267 Grand Street in Waterbury. Parking is available in the downtown municipal parking garage. We DO NOT recommend that you park at the metered parking as you will not be allowed out of orientation to feed the meter. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be November 15, 2019 at your regular scheduled time.

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

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

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position. You must submit a passing score sheet for the Para-Praxis Exam by May 14, 2020 for continued employment.***

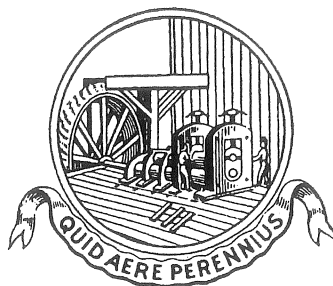
Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Amy Simms, Interim Director of Special Educ  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 8, 2019

Darshanie Mohabir  
28 Tracy Ave  
Waterbury, CT 06706

Dear Ms. Mohabir:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ **State Street Elementary School** (Req. #2020276) at \$16.68 per hour. Please contact Amy Simms, Interim Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 14, 2019 at 9:30 a.m. in the Silas Bronson Library Auditorium, 267 Grand Street in Waterbury. Parking is available in the downtown municipal parking garage. We DO NOT recommend that you park at the metered parking as you will not be allowed out of orientation to feed the meter. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be November 15, 2019 at your regular scheduled time.

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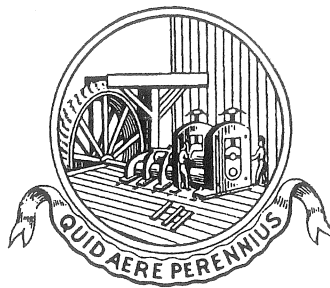
Sincerely,

  
Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Amy Simms, Interim Director of Special Educ  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
Connecticut

Department of Human Resources  
Office of the Civil Service Commission

November 8, 2019-REVISED

Monica Schiavo  
31 Oakland Ave., 2<sup>nd</sup> Fl.  
New Britain, CT 06053

Dear Ms. Schiavo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ **Bucks Hill Pre-K Elementary School** (Req. #2020275) at \$16.68 per hour. Please contact Amy Simms, Interim Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 14, 2019 at 9:30 a.m. at the Silas Bronson Library Auditorium, 267 Grand Street in Waterbury. Park in the Buckingham parking garage and bring the ticket with you to orientation for validation. The parking garage can be accessed via Bank Street, Cottage Place or Field Street. We do not recommend that you park on the street as we will not be able to validate or allow departure from the orientation to feed the meter.

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

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

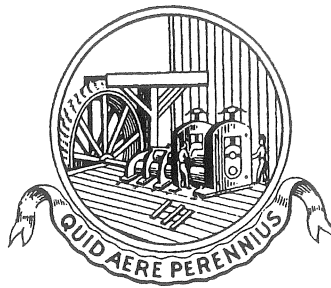
Human Resources Generalist

JP/sd

cc Board of Education

Dr. Ruffin, Supt. of Schools

Amy Simms, Interim Director of Special Educ



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 8, 2019-REVISED

Lisa Rodriguez  
102 Fairview St.  
Waterbury, CT 06710

Dear Ms. Rodriguez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ **Reed Elementary School** (Req. #2020261) at \$16.68 per hour. Please contact Amy Simms, Interim Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 14, 2019 at 9:30 a.m. at the Silas Bronson Library Auditorium, 267 Grand Street in Waterbury. Parking is available in the downtown municipal parking garage. We DO NOT recommend that you park at the metered parking as you will not be allowed out of orientation to feed the meter.

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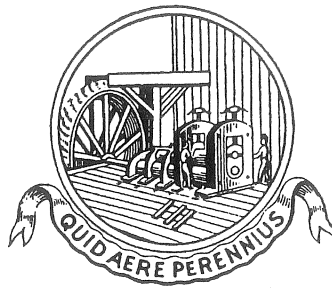
Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Amy Simms, Interim Director of Special Educ  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 8, 2019-REVISED

Jennifer Hayden  
49 Elmview Circle, Apt. 3  
Waterbury, CT 06708

Dear Ms. Hayden:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ **Gilmartin Elementary School** (Req. #2020263) at \$16.68 per hour. Please contact Amy Simms, Interim Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 14, 2019 at 9:30 a.m. at the Silas Bronson Library Auditorium, 267 Grand Street in Waterbury. Park in the Buckingham parking garage and bring the ticket with you to orientation for validation. The parking garage can be accessed via Bank Street, Cottage Place or Field Street. We do not recommend that you park on the street as we will not be able to validate or allow departure from the orientation to feed the meter.

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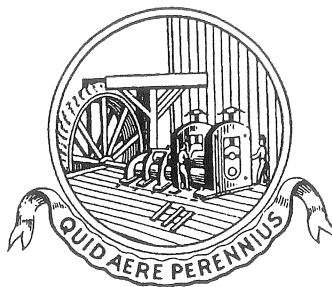
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Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Amy Simms, Interim Director of Special Educ



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 18, 2019

Rose Sarandrea  
42 Keefe St.  
Waterbury, CT 06706

Dear Ms. Sarandrea:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2019806) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 2, 2019 at 9:15 a.m. at the Chase Municipal Building, 236 Grand Street, 3<sup>rd</sup> Floor, Room 340 (IT Training Room) in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 3, 2019 at your regular scheduled time.

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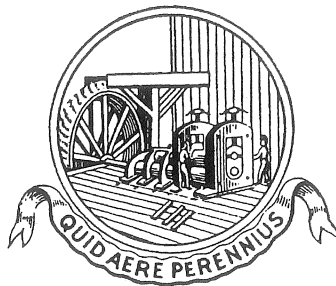
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 18, 2019

Nathalie Rivas-Luna  
25 Stewart Ave.  
Waterbury, CT 06705

Dear Ms. Rivas-Luna:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2019807) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 2, 2019 at 9:15 a.m. at the Chase Municipal Building, 236 Grand Street, 3<sup>rd</sup> Floor, Room 340 (IT Training Room) in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 3, 2019 at your regular scheduled time.

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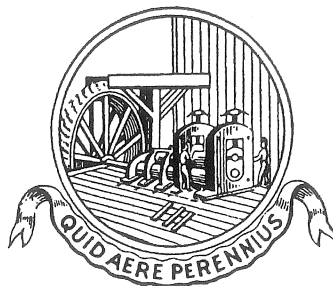
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 18, 2019

Karen DaSilva  
148 High St.  
Naugatuck, CT 06770

Dear Ms. DaSilva:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2020250) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 2, 2019 at 9:15 a.m. at the Chase Municipal Building, 236 Grand Street, 3<sup>rd</sup> Floor, Room 340 (IT Training Room) in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 3, 2019 at your regular scheduled time.

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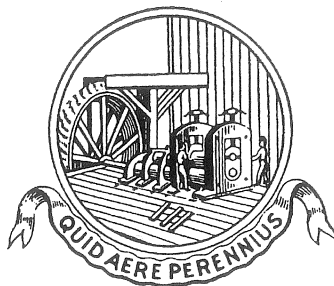
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 18, 2019

Madeline Arbona  
10 W. Clay St.  
Waterbury, CT 06706

Dear Ms. Arbona:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #2019808) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 2, 2019 at 9:15 a.m. at the Chase Municipal Building, 236 Grand Street, 3<sup>rd</sup> Floor, Room 340 (IT Training Room) in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 3, 2019 at your regular scheduled time.

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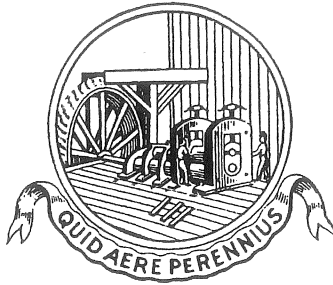
Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 21, 2019

Emily Griffin  
119 Taft Pointe, Unit #8  
Waterbury, CT 06708

Dear Ms. Griffin:

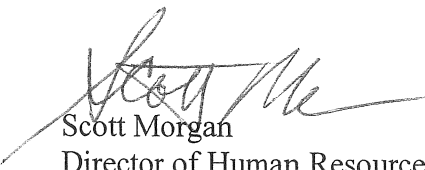
Your name is being certified to the Education Department for the position of Elementary School Supervising Vice-Principal @ Bunker Hill Elementary School (Req. #2019876) per SAW contract.

Please call Lee Palmer, Director of Personnel - Education to discuss the details of the position. The telephone number is (203) 574-8019.

Your official start date in this position was November 21, 2019.

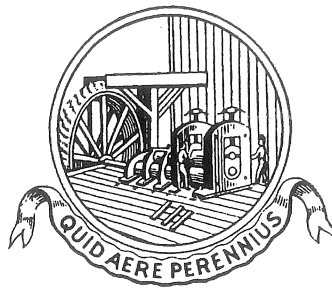
Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Sincerely,

  
Scott Morgan  
Director of Human Resources

SM/sd

cc: Board of Education  
Dr. Ruffin. Supt. of Schools  
Lee Palmer, Director of Personnel- Educ  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 22, 2019

Mayra Acuna  
29 Bryan St.  
Waterbury, CT 06705

Dear Ms. Acuna:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2020253) at \$13.91 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

Please call Denise Carroll at 203-574-8035 as to your start date.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

JP/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv Director  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

**November 25, 2019 (REVISED)**

Susan Groppi  
20 Wellington Ave.  
Waterbury, CT 06708

Dear Ms. Groppi:

Your name is being certified to the Education Department for the position of **Interim** Elementary School Supervising Vice-Principal @ Kingsbury Elementary School (Req. #n/a) per SAW contract.

Please call Lee Palmer, Director of Personnel - Education to discuss the details of the position. The telephone number is (203) 574-8019.

Your official start date in this position was November 21, 2019.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Sincerely,

Scott Morgan  
Director of Human Resources

SM/sd

cc: Board of Education  
Dr. Ruffin. Supt. of Schools  
Lee Palmer, Director of Personnel- Educ  
file



# Connecticut Association of Boards of Education

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

## PRESENTS POLICY HIGHLIGHTS

November 29, 2019

Volume 19 – Issue #12

**School Violence Report Issued:** The Secret Service and National Threat Assessment Center have released a new report focused on targeted school violence, including school shootings. The report is titled, “*Protecting America’s Schools: A U.S. Secret Service Analysis of Targeted School Violence.*” The report studied 41 attacks against K-12 schools in the United States from 2008 to 2017. The report focused on the background and behaviors of attackers in an attempt to identify commonalities among them.

The National Threat Assessment Center has been studying these types of violent incidents for the past 20 years. This report builds on that research and surfaces a few important findings:

1. There is no profile of a student attacker, and there is no profile of the kind of school that is targeted in these attacks.
2. Attackers usually had multiple motives. Most attackers had a grievance against their peers.
3. Most attackers (61%) used firearms and those firearms were often acquired from the home.
4. Half of the attackers were interested in violent topics, like the Columbine School shooting or Hitler.
5. Most attackers had a history of school disciplinary actions, and many had prior contact with law enforcement.
6. Most attackers were the victims of bullying, which was often observed by others.
7. All attackers exhibited concerning behaviors that someone else noticed. Most also communicated their intent to attack.
8. Secondary schools were the most frequently targeted.
9. Police presence varied. Nearly half of the schools with incidents employed at least one full time school resource officer.
10. Many attackers had a plan. Half of the attackers engaged in observable planning of their attacks, like researching weapons, documenting their plans, trying to recruit others, or packing a bag with weapons.

Peter Langman, a psychologist specializing in the psychology of school shooters, contributed to the report. He said if nothing else, it’s crucial readers remember the first two findings: There is no profile of these types of shooters, and these individuals usually have multiple motives.

“[Attackers] have remarkable diversity in terms of who they are, the families they come from, what’s driving their attack, and so on,” Langman said. “We can’t just reduce this to a soundbite and say this is who school shooters are.”

The report found that while attackers were predominantly male (83%), 17% were female. The majority (63%) were white, while 15% were “Black or African American” and 10% were multiracial.

Regarding motivation, Langman says there are a variety of “stressors”. “A lot of people want to simplify it or reduce it to one thing, whether it’s blaming video games or bullying,” Langman said. “What we see in this study is just how many different kinds of ‘stressors’ there were.”

All the attackers experienced at least one social ‘stressor’, whether they were being bullied or if they had conflicts with classmates. Family ‘stressors’ were also very common and included conflicts at home or abuse or neglect from a parent.

An eye-opening section of the report likely to cause debate also details the combination of social, emotional, and behavioral factors that may have been linked to the attacks. Every single attacker had faced high levels of stress from social, family, or academic problems. Almost three-quarters also had been disciplined at school within five years of the attack.

While school homicides involving multiple victims have become more frequent in the past decade, they remain extremely rare and account for less than 2% of all youth homicides in the U.S.

David Ropeik, the author of “How Risky Is It Really? Why Our Fears Don’t Always Match the Facts,” studies the prevalence of school shootings. “If you run the numbers on the number of people who in K through 12 public schools in the United States were killed by any kind of weapon from 2008 to 2017, you get about a 1 in 5,000,000,000 chance, per kid, per day [over nine years] that they’ll be murdered in schools,” Ropeik said. “That’s crazy rare!” A fact, Ropeik points out, is not prominently mentioned in the report, (it *is* noted in a footnote on page 59.)

However, it’s still scary. “Statistics are not how we judge how scared to be of anything,” Ropeik said. “Even if the odds are low, if the nature of the thing is scary, and there are a bunch of psychological characteristics that make that so, especially one of them being kids are involved then the numbers don’t matter that much.”

Ropeik was also struck by the diversity of weapons used in these attacks. “Only [61%] of these attacks were by guns,” Ropeik said. “A lot of the attacks are by other weapons.” While a majority of the incidents used a firearm, which included handguns, rifles and shotguns, 39% used bladed weapons, including pocket or folding knives. Some students used a combination of weapons, including a claw hammer and a knife. One incident used both a firearm and Molotov cocktail.

The report also showed that most attackers (76%) acquired their firearm from the home of a parent or another close relative. In half of these cases, the firearm was readily accessible or wasn’t secured in an effective way.

Beverly Kingston, Director of the Center for the Study and Prevention of Violence at the University of Colorado Boulder, says this isn't new. "The thing about it is, they're not surprising because we've been seeing them across shootings for many, many years," Kingston explained. She argues that the report does provide further evidence to implement holistic approaches to school safety.

The report encourages schools to create violence prevention plans that are inclusive of immediate threats like weapons on campus, and lower-level concerns like conflicts between students or interest in violent topics.

"We want to address these root causes of all these kinds of problem behaviors," Kingston said. "Preventing bullying in schools, making sure that young people get the mental health supports that they need, knowing that we're preventing lots of problem behaviors, not just those who are going to go on to be a mass shooter." Kingston wants to see more schools adopt policies that address mental healthcare support, rather than hardening schools against the dangerous, but rare, school shooter.

Source: "What We Know About Targeted School Violence" by Adhiti Bandlamudi, *Guns and America*, November 2019. (*Guns and America* is a public media reporting project on the role of guns in American life.)

Source: "Most School Shooters Gave Many Warning Signs, Report Says," by Stephen Sawchuk, *Education Week*, November 13, 2019.

**Policy Implications:** By law, boards of education must develop a school security and safety plan for each school within its district and the Department of Emergency Services and Public Protection (DESPP), in consultation with SDE, must develop standards for these plans. The plans must align with DESPP standards, which, among other things, (1) provide an all-hazards approach to handling emergencies at public schools, (2) require involvement of local education and public safety officials, and (3) require the creation of a security and safety committee at each school (CGS §10-222n).

Recently passed P.A. 19-52 requires DESPP, in consultation with SDE, to reevaluate and update existing school security and safety plan standards every three years, starting by January 1, 2020. It also requires SDE to distribute the standards to all public schools. DESPP must make the standards available to local officials, including boards of education, and submit them annually to the Education and Public Safety and Security Committees of the General Assembly.

Connecticut law requires boards of education to annually review, and if necessary, update, the school security and safety plans for each school within their districts, and submit them to DESPP. Additionally, the school security and safety plan standards must require local law enforcement and other local public safety officials evaluate, score, and provide feedback on fire drills and crisis response drills. Boards must annually submit report to DESPP regarding those drills. The new legislation requires DESPP to evaluate and simplify the reporting requirements these boards must meet regarding their school security and safety plans and their fire and crisis response drills.

Many policies pertain to the issue of school safety. They include, but are not limited to, the following:

- #3516 – Safe and Secure School Facilities, Equipment and Grounds
- #3517 – Security of Buildings and Grounds
- #4148.1/4248.1 – School Security and Safety Committee
- #5141.6 - Crisis Management
- #5142 – Student Safety
- #5142.4 – School Resource Officers
- #6114 – Emergencies and Disaster Preparedness
- #6114.1 – Fire Emergency (Drills)/Crisis Response Drills
- #6114.4 – Natural Disasters and Emergencies
- #6114.7 – Safe Schools

Samples of the above are available from the CABA Policy Service.