



MEMORANDUM

FROM: Carrie A. Swain, Clerk DATE: July 30, 2019
Board of Education

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Committee Meetings – Thursday, August 1, 2019,
5:30 p.m., Waterbury Arts Magnet School, Media Center.
Notice of Regular Meeting – Thursday, August 15, 2019
6:30 p.m., Waterbury Arts Magnet School, Media Center

The Committees of the Board of Education will meet on Thursday, August 1, 2019, 5:30 p.m., Waterbury Arts Magnet School, Media Center, 16 South Elm Street, Waterbury, Connecticut.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

AWARD PRESENTATION

PUBLIC SPEAKING

1. Committee on Finance/5 minutes: Request approval to apply for the Connecticut State Department of Education State After School Grant Program Grant for the following schools – L. Allen Brown, D. Schwartz.
a) Wallace & West Side
b) Hopeville & Tinker/Duggan at Chase Parkhouse
c) Kingsbury & Wilson
2. Committee on Finance/5 minutes: Request approval to apply for the Connecticut State Department of Education Primary Mental Health Program Grant for Duggan, W. Cross, and Sprague Schools – L. Allen Brown, M. Baker.
3. Committee on Finance/5 minutes: ~ Request approval of On-Line Curriculum Assessment for Early Childhood Subscription Services Terms and Conditions with Teaching Strategies, LLC (to be distributed) – M. Bergin.
4. Committee of the Whole/10 minutes: Early Childhood Education update – M. Bergin, K. Rainville, D. Schwartz.
5. Committee of the Whole/10 minutes: District Technology Plan (to be distributed) – W. Zhuta.
6. Committee of the Whole/3 minutes ~ Request approval of a College Facility Request/Reservation Agreement with Naugatuck Valley Community College – M. Baldwin.
7. Committee of the Whole/3 minutes: ~ Request approval of a Student Intern Affiliation Agreement with Southern Connecticut State University for Speech-Language Pathology Student Internships – M. Baldwin.

8. Committee on Finance/5 minutes: ~ Request approval of an Allied Health Clinical Education Affiliation Agreement at Saint Mary's Hospital for Crosby and Kennedy Allied Health Students with Trinity Health of New England Corporation, Inc. (to be distributed) – D. Schwartz.
9. Committee on Finance/5 minutes: ~ Request approval of Math Solutions Professional Development Services for Improvement in Mathematics with Houghton-Mifflin/Harcourt (to be distributed) – D. Schwartz.
10. Committee on Finance/5 minutes: ~ Request approval of Teach Like a Champion On-Line Training Sessions License Agreement with Uncommon Schools, Inc. (to be distributed) – J. Epperson
11. Committee on Finance/5 minutes: ~ Request approval of Professional Services Agreement with The National Center on Education and the Economy for Department of Education Professional Development Services with National Center on Education and the Economy – J. Epperson.
12. Committee on Finance/5 minutes: ~ Request approval of a Music Mentoring Services at Waterbury Arts Magnet School with Waterbury Symphony Orchestra Inc. (to be distributed) – W. Clark.
13. Committee on Finance/5 minutes: Request approval of an Agreement with Ambassador Wheelchair Services, Inc. for transportation for medically fragile students and/or students with disabilities and/or McKinney-Vento Students (to be distributed) – W. Clark.
14. Committee on Policy & Legislation/5 minutes: Request approval of revisions to the High School Graduation Exit Criteria Policy (6146) – Dr. Rodríguez.
15. Committee on Policy & Legislation/5 minutes: Request approval of the new policy entitled Equity Policy (0523) – Dr. Rodríguez.
16. Committee of the Whole/10 minutes: New School Year Opening Status (to be distributed) – W. Clark.
17. Committee on Building & School Facilities/2 minutes ~ Use of school facilities by school organizations and/or City departments – W. Clark.
18. Committee on Building & School Facilities/2 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Clark.

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

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

a. Maloney Magnet School’s After-school Program Appointments:

<i>Teachers:</i>	<i>Substitutes:</i>
Arzano, Michelle	Card, Katie
Bussey, Jennifer	Loi, Marissa
Hibbs, Jennifer	Grabowski, Leah
Perugini, Mary Ellen	Negorn, Emily
Smith, Holly	

b. Voluntary teacher transfers:

Name		From	To	Effective
Hill	Elaine	Reed Gr 4	Academic Academy Gr 4	2019-20 SY
Coughlin	Timothy	Generali Gr 5	Academic Acad. Gr 5	2019-20 SY
Zareck	Corrin	WMS Art MS	Academic Acad. Art Gr 4-8	2019-20 SY
Giammatteo	Timothy	Sprague Gr K	Academic Acad. Computer Information Technology Gr 4-8	2019-20 SY

Cremins	Alison	WMS ELA Gr 8	Academic Acad. ELA Gr 6-8	2019-20 SY
Gaipa	Timothy	WMS ELA Gr 6	Academic Acad. ELA Gr 6-8	2019-20 SY
Pogodzienski	Marcy	WMS Science Gr 7	Academic Acad. Science Gr 6-8	2019-20 SY
Hagley	Katlyn	KHS Special Ed.	WHS Special Ed - Transition Academy (Ages 19-21)	2019-20 SY

c. Involuntary teacher transfers effective 2019/20 school year:

<i>Name</i>		<i>From</i>	<i>To</i>
Magurne	Amanda	Carrington/Tinker Psych.	KHS / WSMS Psychologist
Baranowski	Judith	Chase Psychologist	Chase/Maloney Psych.
Diaz	Natalie	Walsh/Washington Psychologist	Walsh/Washington/Chase Collegiate (Child Find) Psychologist
Marino	Carol	Gilmartin Psychologist	Duggan/Wendell Psych.
Perton	Anne	Kingsbury/WCA Psychologist	Kingsbury/Regan/Sprague /Brass City Psych.
Lowe	Karen	Generali Psychologist	Generali/OLMC/HCHS Psychologist
Crimi	Tara	Enlightenment/Sprague Psychologist	Enlightenment/Gilmartin/ Rotella Psychologist
Labrecque	James	Rotella/Maloney Psych.	CHS/Wallace Psychologist
Schuck	Mark	Bunker Hill Psychologist	Carrington/Bunker/Catholi c Academy Psychologist
Wright	Stephanie	Wilson / Brass City/OLMC Psychologist	Wilson/WCA Psychologist
Fabrizio	Michael	WAMS/SHHS/CCS Psychologist	WAMS/SHHS/SSPP Psychologist
Evans	Blythe	Tinker Social Worker	State Street Social Worker
Lopez	Xylia	Bunker Hill Social Worker	State Street/Enlightenment Social Worker
Sanchez	Alina	Hopeville Social Worker	Hopeville (3) / OEC Split (2) Social Worker
Lawlor	Ryan	Enlightenment Soc. Worker	Bunker Hill Social Worker
Balanda	Heather	Regan/W. Cross Soc. Worker	CHS/Wallace Split Social Worker
Erris	Talia	Brass City/Float Soc. Worker	Tinker Social Worker
Bulls	Tanya	Gilmartin Social Worker	Gilmartin (3) /Generali (2) Split Social Worker
Kobelski	Melissa	Reed Social Worker	Reed (30)/Wilby (2) Social Worker
Sileo	Renee	Carrington Social Worker	Carrington (3) / Bunker Hill (1)/Wilson (1) Social Worker
Longo	Stephanie	Walsh Social Worker	Walsh (3) / Wendell Split (2) Social Worker
Miranda	Stephanie	Kingsbury Social Worker	Kingsbury (4) / Brass City (1) Split Social Worker
Morales	Elizabeth	Duggan Social Worker	Duggan (3) / WSMS (1) / KHS (1) Social Worker
Brayton	Katie	Sprague Social Worker	Sprague / Regan Split Social Worker
Barbieri	Angela	Rotella Social Worker	Rotella / Maloney Split Social Worker
Burns	Amy	Wallace Special Ed ABA	CHS Special Ed Resource/CT
Henebry	Colleen	Crosby Special Ed ABA	CHS Special Ed Resource/CT
Colangelo	Tina	Bunker Hill Special Ed BDLC	CHS Special Ed BDLC
Cruz	Griselle	Bucks Hill Special Ed Bil.	Chase Bilingual Special Ed
Bouchard-	Nancy	Carrington Special Ed	Bucks Hill Annex Pre K

McCulloch		Essential Skills	Special Ed
Horn	Gladynell	WSMS Special Ed BDLC	Bunker Hill Spec. Ed BDLC
Saucier	Anne Marie	Duggan Special Ed SCOPE	Gilmartin Spec. Ed SCOPE
Bailonis	Jodie	Bucks Hill Pre-K Reg. Ed	Rotella Pre-K Reg. Ed
Obst	Karen	Bucks Hill Pre-K Reg. Ed	Driggs Pre-K Reg. Ed
Nowacki	Jennie	Wallace PE/Health	WSMS PE/Health
Donahue	Jamie	WSMS PE/Health	Wallace PE/Health
Ryan	Diane	ESL Tinker (Interim)	ESL Tinker (Permanent)
Bizati	Liridona	Sprague Gr 1	Wilson Gr 3
Douglas	Lydia	Kennedy Art	WSMS Art
Edwards	Donna	Carrington Music	Bunker Hill Music
Gagne	Crystal	Driggs Special Ed	Bunker Hill Special Ed
Rogoff	Jamie	NEMS Special Ed	Wallace Special Ed
Valentin	Crystal	Generali Gr 2	Wilson Gr 3

d. Teacher new hires 2019/2020:

<u>Name</u>		<u>Assignment</u>		<u>Effective</u>
Campbell	Stephen	Gilmartin	ELA Gr. 7-8	8/22/2019
Caplash	Shobhna	Crosby	Special Ed.	8/22/2019
Chasse	Jenny	Hopeville	Gr. 2	8/22/2019
Colon	Kathleen	Reed	Math Gr. 7	8/22/2019
Enquist	Bjorn	Wallace	Art	8/22/2019
Garcia Pillot	Zulma M	Wilby	Bil. Biology	8/22/2019
Grendzinski	Katie	Wilson	Special Ed.	8/22/2019
Hunsicker	Katherine	Wilson	Special Ed.	8/22/2019
Jimenez	Nancy	Reed	Gr 3	8/22/2019
Marcal	Kelly	Gilmartin	Gr. 4	8/22/2019
Negron	Emily	Maloney	Gr 3	8/22/2019
Toussaint	Danielle	Rotella	Gr. 5	8/22/2019
Muslli	Zimara	Crosby	Math	8/22/2019
Turecek	Rachel	North End	Art	8/22/2019

e. Resignations:

Argenta, Lauren – Rotella Kindergarten, effective 07/24/19.
 Bly, Samantha – WMS Special Education, effective 07/25/19.
 Costa, John – NEMS Social Studies, effective 07/16/19.
 Gaipa, Timothy – WMS Academic Academy, effective 07/19/19.
 Gendron, Courtney – W. Cross Kindergarten, effective 07/29/19.
 Holley, Christine – WCA Human Services, effective 07/29/19.
 Krier, Ben – Bucks Hill Grade 5, effective 07/22/19.
 LaChance, George Jr. – WMS Math, effective 07/30/19.
 LeFevre, Rhianne – W. Cross/Bucks Hill Annex Art, effective 07/24/19.
 Morris, Michaela – Reed Special Education, effective 07/24/19.
 Pike, Amanda – State Street Special Education, effective 07/24/19.
 Reinold, Andrew – WAMS Biology, effective 07/24/19.
 Rose, Kimberly – Tinker Library Media Specialist, effective 07/24/19.
 Scivoletto, Nicole – Chase Grade 1, effective 07/23/19.
 Sileo-Petteway, Renee – Carrington Social Worker, effective 07/29/19.
 Wolak, Carrie – WMS Science, effective 07/24/19.
 Zachary, Nina – Bunker Hill Art, effective 07/29/19.
 Zak, Elina – WAMS Spanish, effective 07/29/19.

EXECUTIVE SESSION

ADJOURNMENT

ATTEST: 
 Carrie A. Swain, Clerk
 Board of Education



Waterbury Public Schools

Office of Competitive Grants
Louise Allen Brown, J.D., M.P.A., Grant Writer

July 25, 2019

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

Re: Connecticut State Afterschool Grants - 2019-21 (CSDE)

Dear President Brown and Board of Education Commissioners:

The Connecticut State Department of Education is holding a new round of competition for State funded afterschool grants. These grants support two-year afterschool programs, for up to \$200,000 per year, per application, based on student enrollment numbers. Waterbury has applied for and been awarded many grants from this program in the past several years. Guidelines for the grant program indicate that successful proposals will include academics (Literacy and STEAM), recreation, nutrition/ healthy living, and a variety of prevention and enrichment activities. Waterbury's proposal is described in the attached Grant Highlights document.

Based on principal input and recommendations from the Chief Academic Officer and the Assistant Superintendents, I am preparing three applications for this State Afterschool Grant Program to serve students at, or from, seven Waterbury schools: Wallace and West Side Middle Schools; Duggan/Tinker Elementary Schools at Chase Park House and Hopeville Elementary School; and Kingsbury and Wilson Elementary Schools. The recreation partner for the programs at the middle schools is the Greater Waterbury YMCA; and the City Recreation Department is the recreation partner for the elementary school programs. Multiple other collaborating agencies/vendors will be included to assure compliance with grant requirements. Parent/ caregiver and intergenerational activities are also integrated into the afterschool proposals.

The deadline for grant submission is August 23, 2019. No City funds are required for these grants. I respectfully request your permission to apply for these three afterschool grants.

Very truly yours,

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin
Darren Schwartz
Dr. Janice Epperson
Noreen Buckley

State Afterschool Grant Program Grant
CT State Department of Education
July 25, 2019
Louise Allen Brown

Grant Highlights

Program Purpose: “The After-School Grant Program was established by the Connecticut General Assembly for the purpose of creating high-quality after-school programs outside of regular school hours. After-school programs are defined as programs that take place when school is not in session (e.g., before and after school, summer recess and school breaks) and provide educational enrichment and recreational activities for students in Grades K-12.” [RFP]

Eligible Applicants: Eligible applicants include Local Educational Agencies, among others.

Grant Period: 2019-2021

Grant Amount: \$ 50,000. to \$ 200,000. per year

Matching Funds: none required

Application Deadline: August 23, 2019

Program Description:

Applicants may use grant funds to deliver “a broad array of activities” including homework help, Literacy and STEAM activities, recreation, health/nutrition, prevention and enrichment activities, in out-of-school time. At the middle school level, college awareness activities are also advised.

Proposed Project:

Waterbury will submit three grant applications: Wallace and West Side Middle Schools; Duggan/Tinker at Chase Park House and Hopeville School; Kingsbury and Wilson Schools. All of these schools have had grant funded afterschool programs operating for their students through two-year or five-year grant awards, until those ended on June 30, 2019. These applications present an opportunity to continue afterschool programming at those schools. The afterschool program will operate at least four days/nine hours per week, and will be operated for 25-30 weeks/year. Student participants will remain at their schools (except Duggan and Tinker students who will be bussed to Chase Park House) at regular school dismissal time; and they will be transported home safely by bus at the end of the afterschool day. Certified teachers and recreation staff will be on site. Enrichment programs will be scheduled into afterschool time. The YMCA is the recreation partner for the program at Wallace and West Side Middle Schools. The City of Waterbury Bureau of Recreation is the recreation partner for the elementary school programs. Several additional community agencies will collaborate with the district to deliver the required academic, enrichment, recreation, and other components of this grant program.

Budget: The budget for each proposal will approximate \$200,000/year. No matching funds are required.

#2



Waterbury Public Schools

Office of Competitive Grants
Louise Allen Brown, J.D., M.P.A., Grant Writer

July 25, 2019

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

RE: Primary Mental Health Program Grant 2019-2021 [CSDE]

Dear President Brown and Commissioners:

The State Department of Education is accepting grant proposals to start or continue grant funded Primary Mental Health Programs (PMHP) at district schools. Waterbury has had a Primary Mental Health Program operating at Duggan and W. Cross Elementary Schools each year for several years now, and in 2018-19 Sprague Elementary School was added to the project.

Waterbury proposes to continue its programs at Duggan, W. Cross, and Sprague Elementary Schools where the principals, teachers, and parents report that the program is very helpful to students, and the project data show strong student gains. The program is designed to assist students from grades PK-3 with social and emotional problems that impact student learning. Waterbury's proposal is described in the attached Grant Highlights document.

There is a required cash match, as well as a requirement to provide in-kind contributions of district staff for this project. Each year of the two-year grant, the grant request is for \$20,000 (the maximum allowed) and the same as last year's request; and the local match will be approximately \$7,000. The match required for the project was reviewed by Doreen Biolo, Chief Fiscal Officer, who confirmed that again funds can be made available for this long-standing program.

Local Board of Education approval of the application is required by the Connecticut State Department of Education (CSDE). I respectfully request your permission to apply for this grant on behalf of the Waterbury School District. The grant application is due on August 23, 2019. Thank you for your consideration.

Very truly yours,

Louise Allen Brown
Grant Writer

cc: Dr. Verna Ruffin
Doreen Biolo
Darren Schwartz
Michelle Baker
Elaine Skoronski

Primary Mental Health Program Grant
Connecticut State Department of Education
Louise Allen Brown
July 25, 2019

Grant Highlights

Name of Grant: Primary Mental Health Program (PMHP) Grant

Purpose of Grant:

The purpose of the grant is “to assist Connecticut school districts to better serve at-risk primary grade children through the availability of an early intervention mental health program for the detection and prevention of emotional, behavioral and learning problems,...” (RFP)

Grant Deadline: August 23, 2019

Grant Period: Fiscal years 2019-2020 and 2020-21

Maximum Size of Awards: \$20,000/year (State Funds)

Matching Funds: minimum of \$5,000/year

Eligible Applicants: Local or regional boards of education are eligible to apply, and must propose a school-based PMHP program that provides services primarily to students in prekindergarten through grade three. Further, “...If a school district has previously received state funding at any time to offer Primary Project (hereafter called “Continuing Districts”) the district may reapply if, and only if, the district offers Primary Project minimally at the previously funded level, and:

- a. expands Primary Project to offer one or more additional schools; or
- b. implements or continues a Complementary Mental Health Component (CMHPC) at the same school....”

[RFP, p. 1]

Waterbury Proposal:

Waterbury has had a Primary Mental Health Program (PMHP) operating at Duggan and W. Cross Elementary Schools each year for several years now. The most recent award was for the 2018-19 school year during which the district operated PMHP programs at Duggan and Cross, and expanded the program to include Sprague School also. The district seeks to continue the Primary Mental Health Program at Duggan, at W. Cross, and at Sprague Elementary Schools during 2019-21 grant period. Student participants will be identified using the PMHP screening instrument(s), as mandated and as used in prior years. Each of the participating schools will offer one 12-14 week session of programming for approximately 20 students per school, during which students will meet weekly with the Child Associates.

Through this grant funded project, the district will 1) provide Child Associates to deliver PMHP direct services to students under the supervision of School Social Workers and School Psychologists, and the district Supervisor(s) of those specialists; 2) maintain a

playroom at each school to be used by the students with the Child Associate; and 3) implement the Primary Mental Health Program at each school giving priority to first grade students (and adding students from other grades K-3 as time and funding allows). Waterbury will continue to offer Complementary Mental Health Programs (including Positive Behavior Intervention Support Programs, and Scientifically Research-Based Interventions/Early Intervention Programs) at all three schools. These complementary mental health programs enhance the benefits of the Primary Project by improving students' pro-social behavior, students' school adjustment skills, and/or the school climate.

Child Associates will work with identified students in student-directed play to help students to resolve social/emotional problems. Principals, teachers, and parents have reported significant student success in the program to date. The principals at Duggan, Cross, and Sprague are eager to resume this program at their schools next year.

Budget

The total annual project budget, including required matching funds from the district this year will be approximately \$27,000. Through the grant application, the district will seek \$20,000/year in State funding, the maximum allowed; and the district will provide a match of approximately \$7000/year. Last year, the local match was \$6944. The Chief Financial Officer, Doreen Biolo, has approved this local match; matching funds will be used toward Child Associate salaries and/or to purchase program screening and post-intervention instruments, to facilitate student selection for the program and to confirm outcomes. Additionally, unquantified in-kind contributions from the district for this project will include use of school space, supervisory staff for the Child Associates including school social workers and school psychologists, principals, the Assistant Superintendent for Pupil Personnel, as well as grants management and grants accounting services by existing district personnel.

City of Waterbury

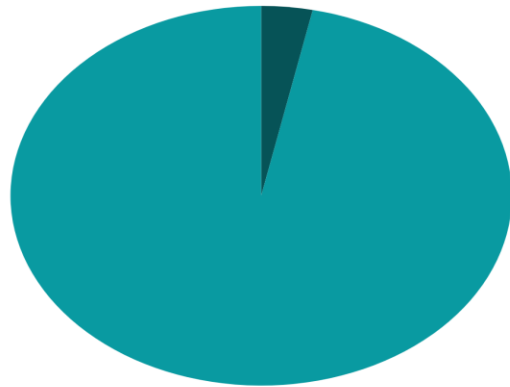
Early Childhood Action Plan



Health Outcomes

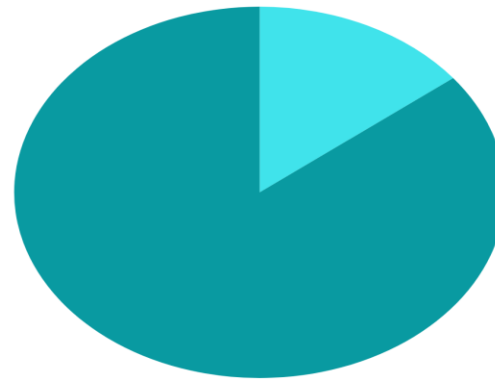
Health Goal 1: Deepen partnership between the Early Childhood Community and the Health community to better understand health priorities and align community strategies to address priority health issues.

Waterbury Childcare Participants With EpiPens



■ With EpiPens (3.30%) ■ Without EpiPens (96.70%)

Waterbury Childcare Participants With Asthma



■ With Asthma (14.45%) ■ Without Asthma (85.55%)

100% of children in both WPS Pre-K and Community SR Sites have an asthma action plan on file with their school

Asthma action teams are in all Waterbury Schools

All schools have nebulizers with dosages of albuterol for students without inhaler on site.

Health Outcomes

Health Goal 1: Deepen partnership between the Early Childhood Community and the Health community to better understand health priorities and align community strategies to address priority health issues.

Developmental Screenings

Waterbury ASQ Data from 7/1/17-6/30/18

Totals	Children with Activity During Time Period *	New Enrollments	Total Screenings Completed **
	1,205	499	241

*Activity is defined as a child being newly enrolled, or having a screening sent to them, or a screening completed. Children are counted once.

How Heard- New Enrollments:

How Heard	Birth-3	DCF	Help Me Grow (CDI)	Internet	Primary Health Provider	St. Mary's Hospital	Unknown	Waterbury Hospital	Grand Totals
TOTALS by How Heard	3	68	26	2	6	124	1	269	499

All SR children receive developmental screening in first 60 days of enrollment

Health Outcomes

Health Goal 1: Deepen partnership between the Early Childhood Community and the Health community to better understand health priorities and align community strategies to address priority health issues.

OEC Sparkler Initiative- BTS has applies for next pilot round

- ▶ *A pilot with Early Care and other providers to help improve child developmental screening, communication, and promotion with families through interactive app-based technology*

How is this child doing?

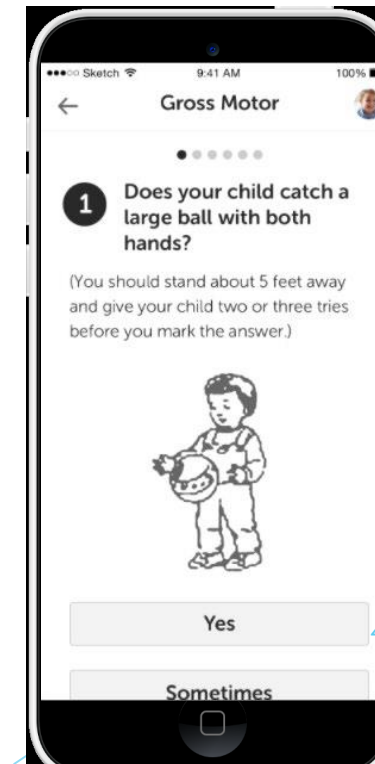
1. Measurement
Mobile ASQ-3 and ASQ:SE
Play observations
ASQ follow-up reports for parents and for early learning providers

Who else can help?

3. Connection
Chat-based coaching, including for families taking the ASQ and flagged for monitoring
Child-centered messaging tools for the overall initiative, for early care providers, and for families

What can I (as a parent or provider) do to help this child thrive?

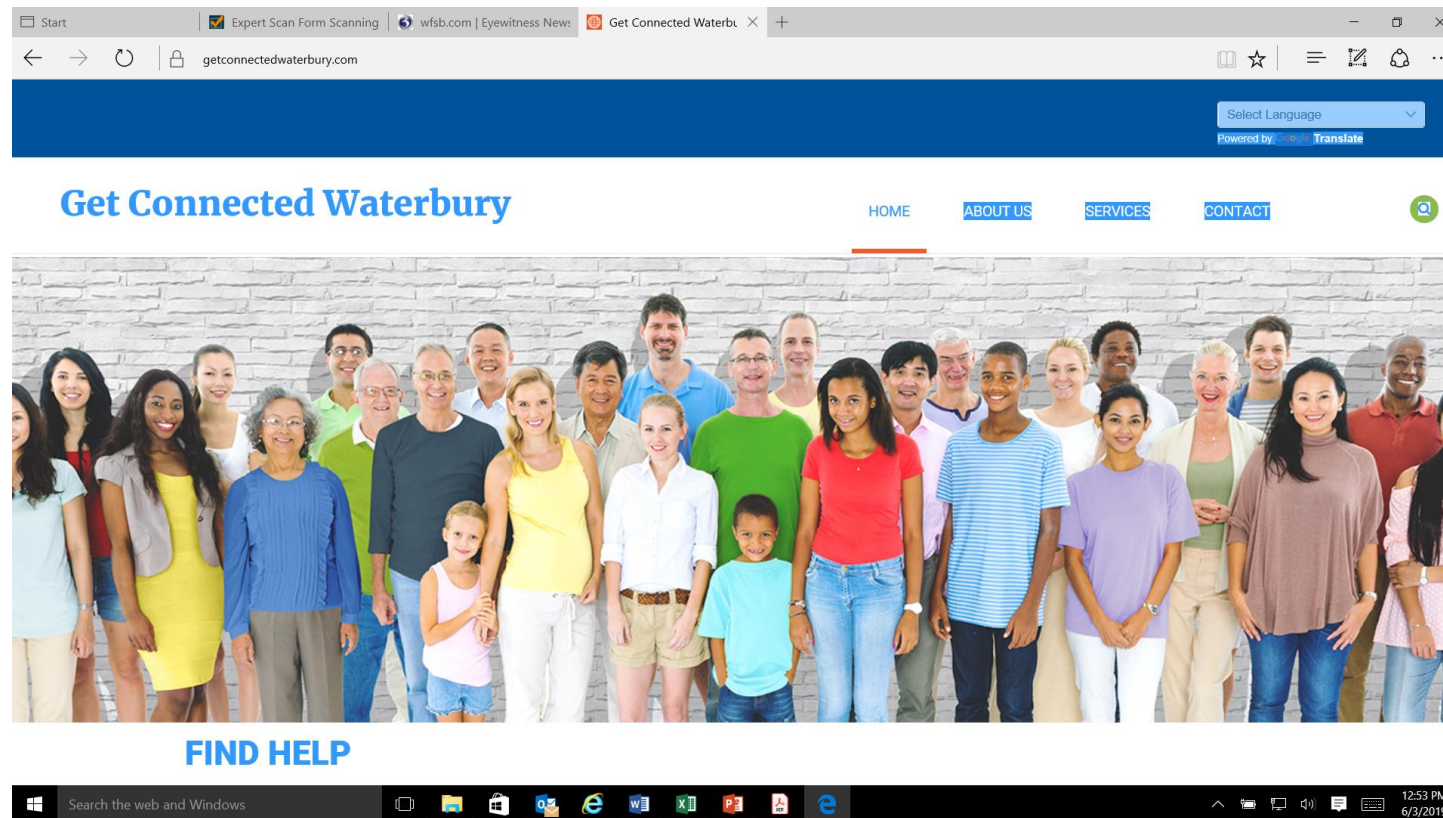
2. Content delivery
Library of research-informed, off-screen experiences
Positive parenting content
Personalized playbook based on child's progress and passions, available to providers and parents



Health Outcomes

Health Goal 1: Deepen partnership between the Early Childhood Community and the Health community to better understand health priorities and align community strategies to address priority health issues.

All School Readiness providers trained by 211 and United Way on GetConnectedWaterbury.com



Health Outcomes

Health Goal 2: Continue to define a city wide Behavioral Trauma System

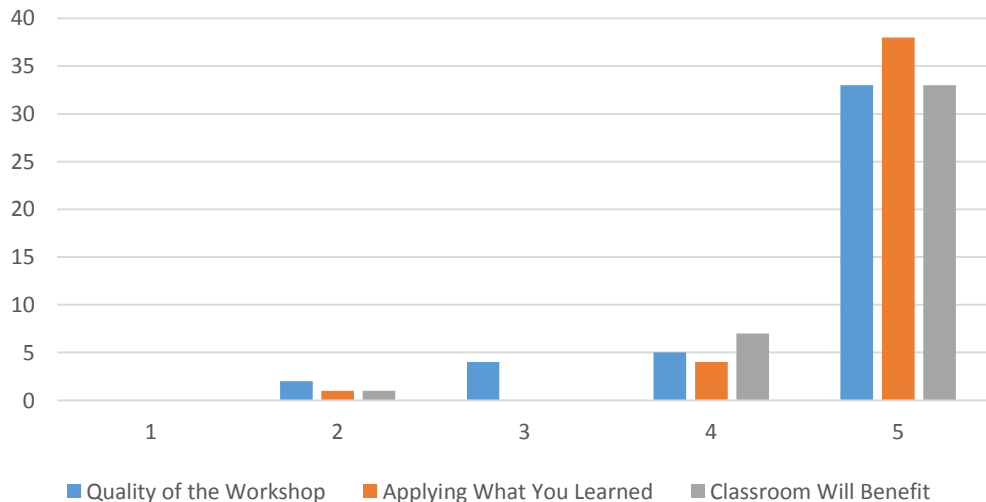
Early Childhood Symposium, 2019

More than 100 preschool or kindergarten teachers, para-professionals, teacher assistants, and program leaders

- Circle of Security Training
- Pyramid Model Workshop
- Resilience Screening and Discussion

75 people trained on “Using a New Lens to look at Children's Behavior”

Using a New Lens



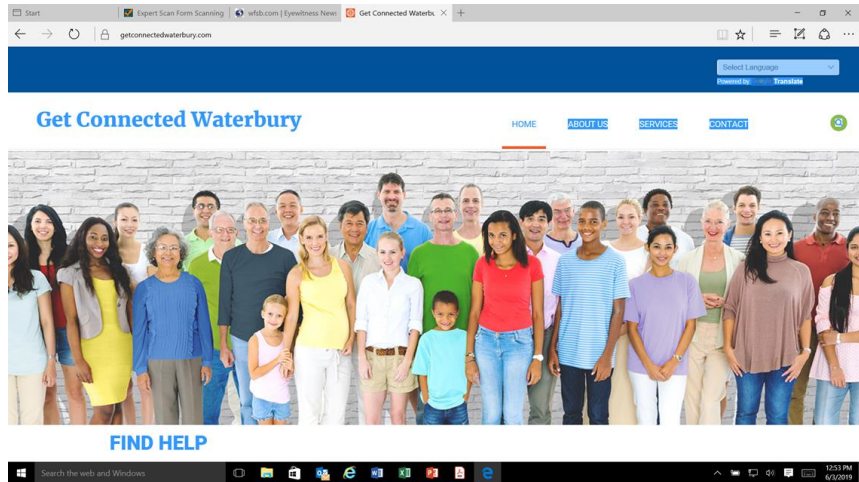
Traumatic experiences of the child(ren) the attendees worked with

Health concern of child	75%
Not enough to eat	65%
Incarcerated caregiver	65%
Threats at home	61%
Separated from caregiver	61%
Health of parent	60%
Evicted from home	53%
Violence in community	53%
Violence at Home	46%
Sexual abuse/assault	28%
Caregiver died	26%
Violence at school	21%
Natural disaster	19%

Early Learning Home Visitors trained on trauma informed practices

Family Wellness Outcomes

Family Wellness Goal 1: Establish a Culture of Security for Families and Children in the EC Community



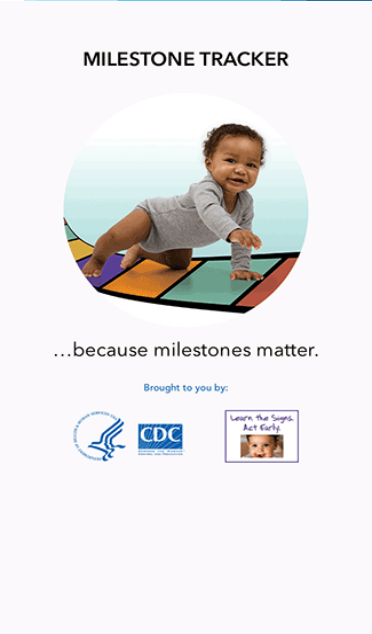
300+ families were able to have 1:1 training on “Get Connected Waterbury” and “CDC Milestone Tracker” app during family engagement nights

600 + families received information and activities at home to promote social emotional development

600+ families made aware of CDC milestone tracker app



100 copies of “Pouch”, a children's book that supports attachment, purchased to distribute to families completing COS series



Family Wellness Outcomes

Family Wellness Goal 1: Establish a Culture of Security for Families and Children in the EC Community

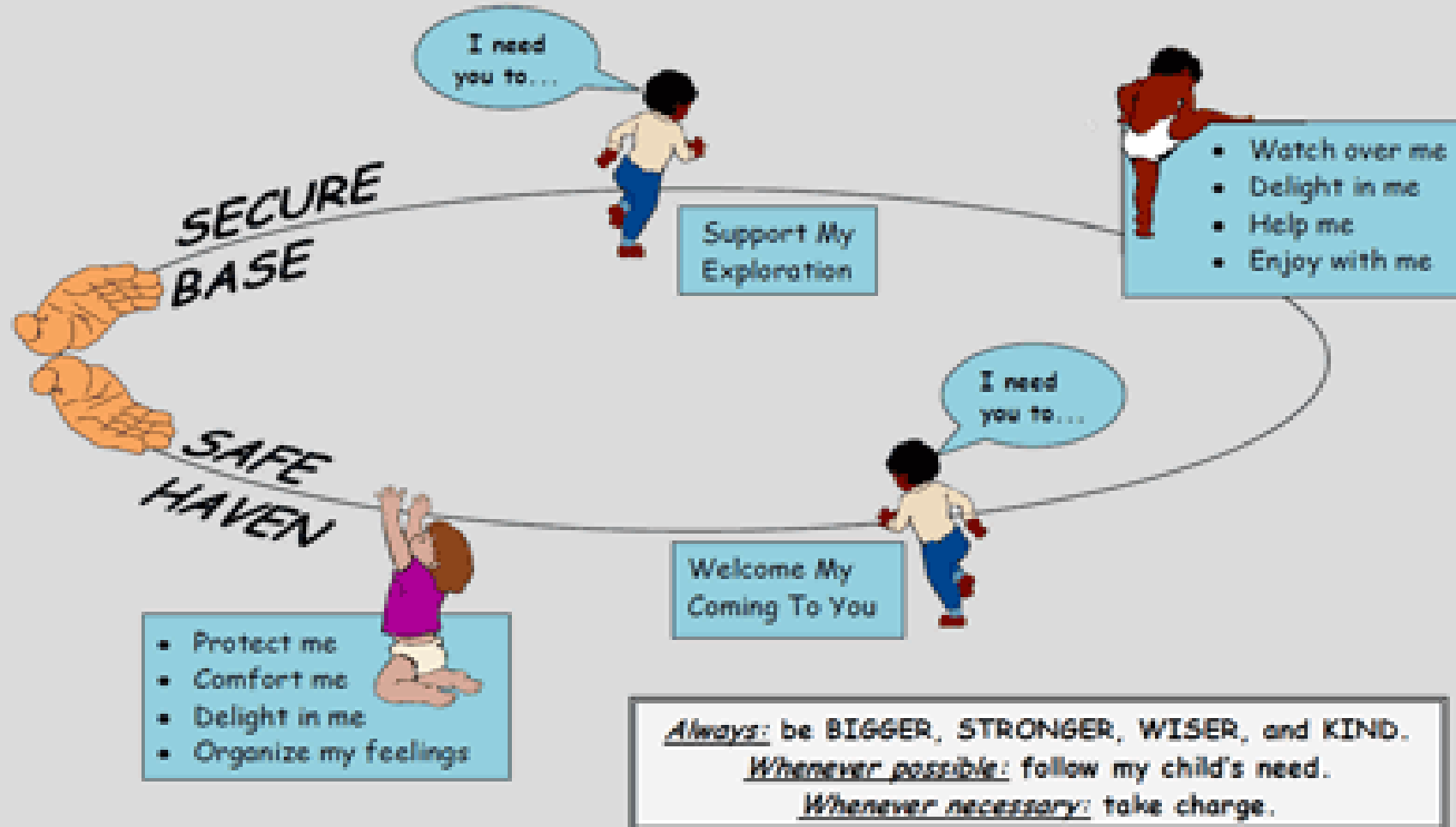
Circle of Security Theory of Community Change

<div>1. Provide new relationship tools to targeted people</div> <div><ul style="list-style-type: none">ParentsTeachersCaregiversCommunity adults</div> <div>Interventions providing new relationship tools</div> <div><ul style="list-style-type: none">COS PA New LensOther interventions</div>	→	<div>2. Targeted people build better quality of relationships with infants, children, students, and adults.</div> <div><ul style="list-style-type: none">parent-child relationships;teacher-child relationships;caregiver-child relationships;adult-adult relationships</div>	→	<div>3. Infants, children, students, and adults develop and strengthen personal and relational capacities needed to thrive in four key domains of life</div> <div><ul style="list-style-type: none">EducationHealthWorkRelationships with other people</div> <div><u>Personal and relational capacities</u></div> <div><ul style="list-style-type: none">Self-regulation Curiosity Joy of learningEmpathy Perseverance Self-motivationSafe emotional connection Impulse-controlSustaining attention Trust KindnessCapacity to recover from adversity</div>
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→	<div>4. This creates a community that</div> <div><ul style="list-style-type: none">Has more adults who value the importance of quality of relationship.Has more adults equipped to build better quality of relationships.Has more infants, children, students, and adults becoming better equipped to thrive in life.</div>	→	<div>5. This creates a community culture that</div> <div><ul style="list-style-type: none">Has a stronger, broader, and growing culture that values safe, secure relationships.Integrates “quality of relationship” as foundational to successful community change.Begins to organize and link community efforts in education, employment, health, and quality of life using “quality of relationship” as an organizing theme for building community capacity.</div>
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CIRCLE OF SECURITY®

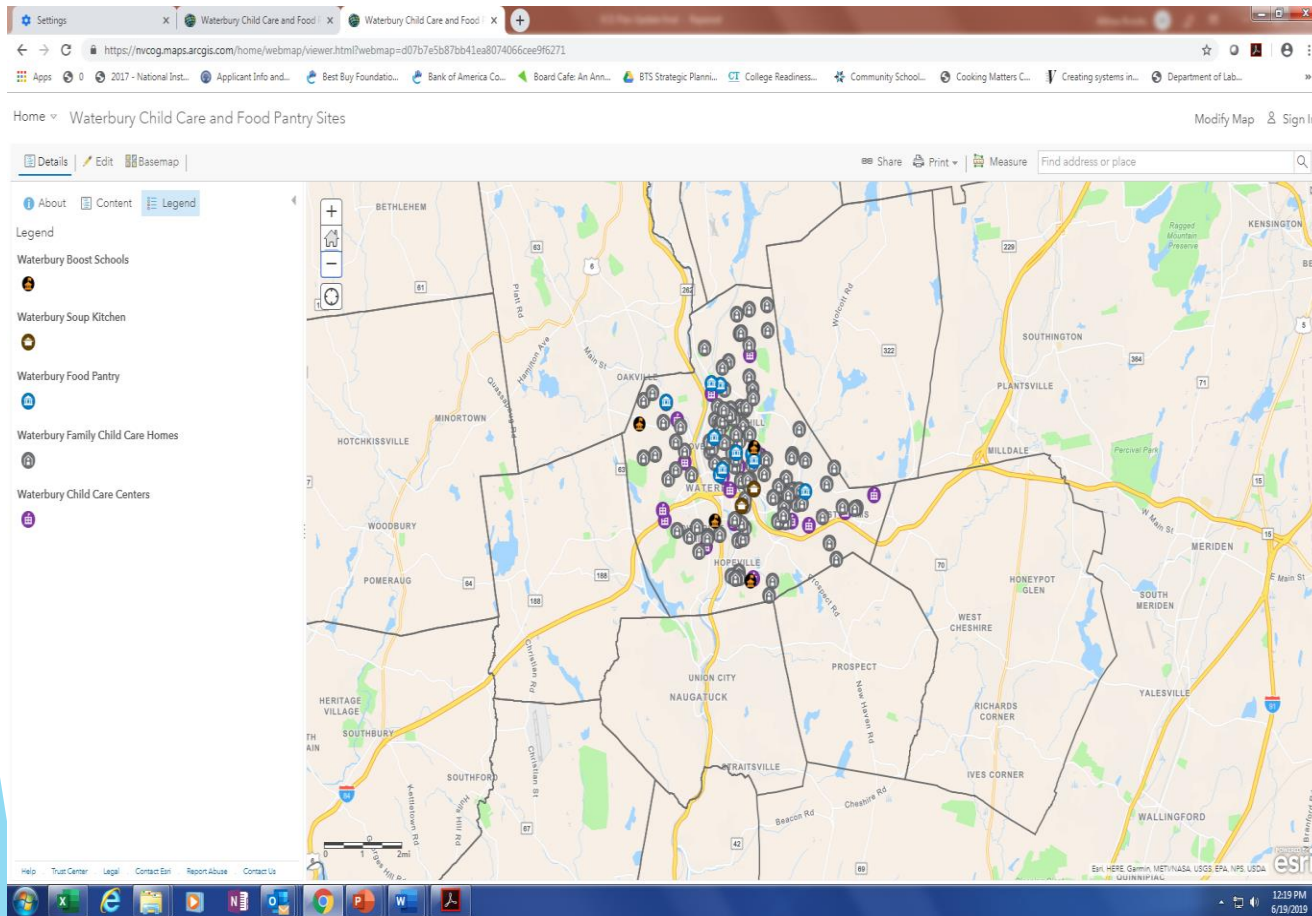
PARENT ATTENDING TO THE CHILD'S NEEDS



© 2000, Cooper, Redman, Marvin & Powell

Family Wellness Outcomes

Family Wellness Goal 2: Waterbury will have a system to help families in poverty access basic needs and support systems in convenient, accessible locations



Completed GEO mapping of food pantries and child care providers, expanded to include soup kitchens, WIC families by zip code, child obesity, food deserts, asthma, Boost schools, population 0-5.

<https://nvcog.maps.arcgis.com/home/webmap/viewer.html?webmap=d07b7e5b87bb41ea8074066cee9f6271>

Family Wellness Outcomes

Family Wellness Goal 2: Waterbury will have a system to help families in poverty access basic needs and support systems in convenient, accessible locations

- ▶ **BOOST! Bridging Youth Enrichment Programs from the Community to Waterbury Public Schools**
 - ▶ In 2016, BTS received funding to implement comprehensive after-school programs through the Boost! model.
 - ▶ **Asset Maps** showed that in 2016-17, schools offered most of their programs to most of their students but did not have the capacity to serve all students if all students would be interested. Most enrichment programs (e.g. Girls Inc., Chorus, Reading Tutor) took place during the school hours
 - ▶ **Student Surveys** (n=1,051) revealed that nearly all (83%) students go home or to someone else's house, where most are accompanied by a parent.
 - ▶ **Most students (70%) are interested** (surely or maybe) in attending an after-school program. Overall, students are interested in a range of subjects, the most popular are sports and academics. Students are also interested in learning to cook and in behavioral health programs (e.g. team building).
 - ▶ **Caregiver Surveys** included questions on home situation (e.g. number of rooms, number of household members) and caregivers' challenges around meeting basic needs. Three in four caregivers (73%) identifies at least one basic need with **48% struggling to pay for utilities, 17% with no access to healthy food and 14% transportation insecure**. These struggles are especially concerning when taking caregivers' employment status. **12% noted long term unemployment as a challenge. Only 66% of the caregivers works at least 25 hours a week.**

Family Wellness Outcomes: (cont'd)

Family Wellness Goal 2: Waterbury will have a system to help families in poverty access basic needs and support systems in convenient, accessible locations

City Leadership for Building an Early Learning Nation



- The National League of Cities (NLC) is the country's oldest and largest national organization representing the interests of cities.
- NLC serves as a resource to and an advocate for the more than 19,000 cities, villages and towns it represents.
- The Institute for Youth, Education, and Families (YEF Institute) is a special entity within NLC with over a decade of work working with elected officials to create strong early care and education systems.

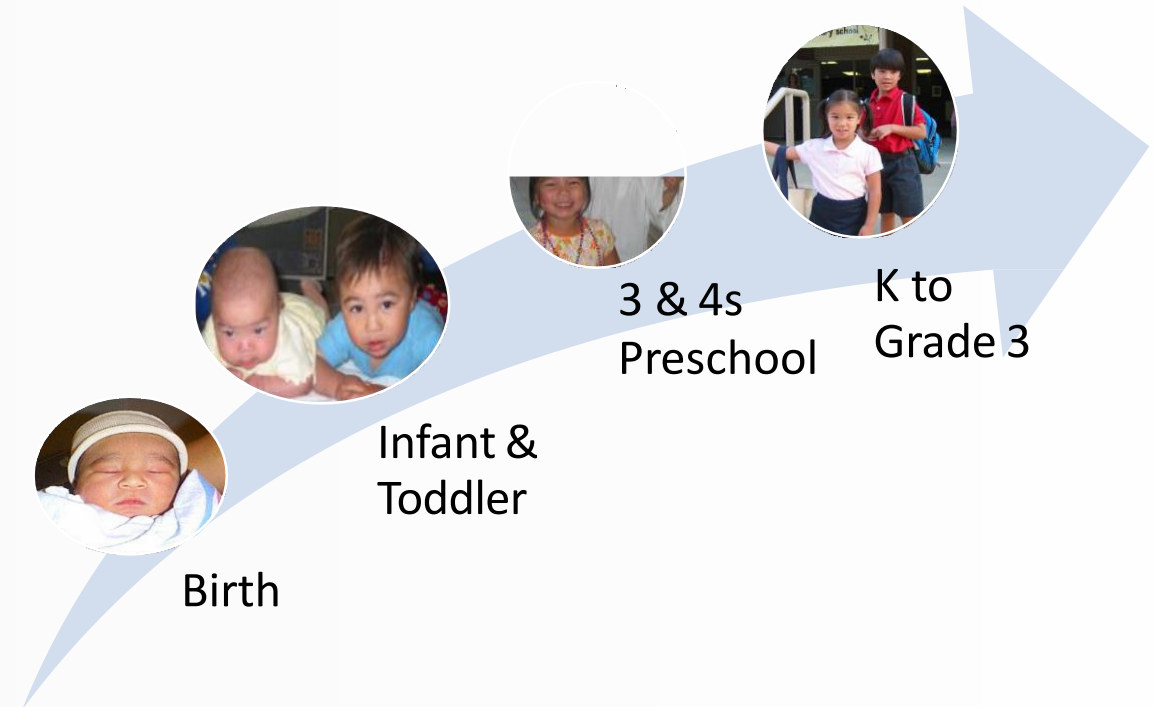
Early Childhood Success Team



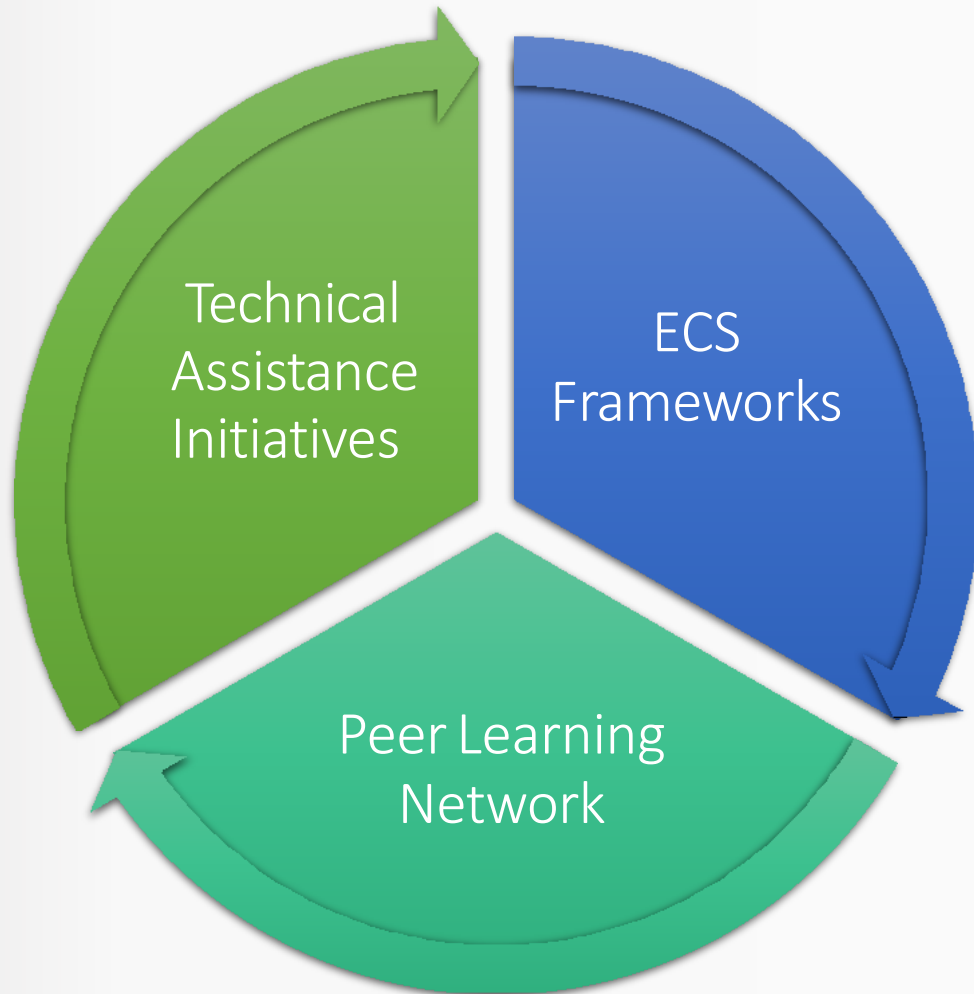
Providing city leaders with the tools to help them build strong early learning communities that serve young children 0-8 and their families

Vision:

Cities, towns and villages are places where all children, 0-8, reach their full potential, where families feel supported and can live safe, healthy lives



What we do...



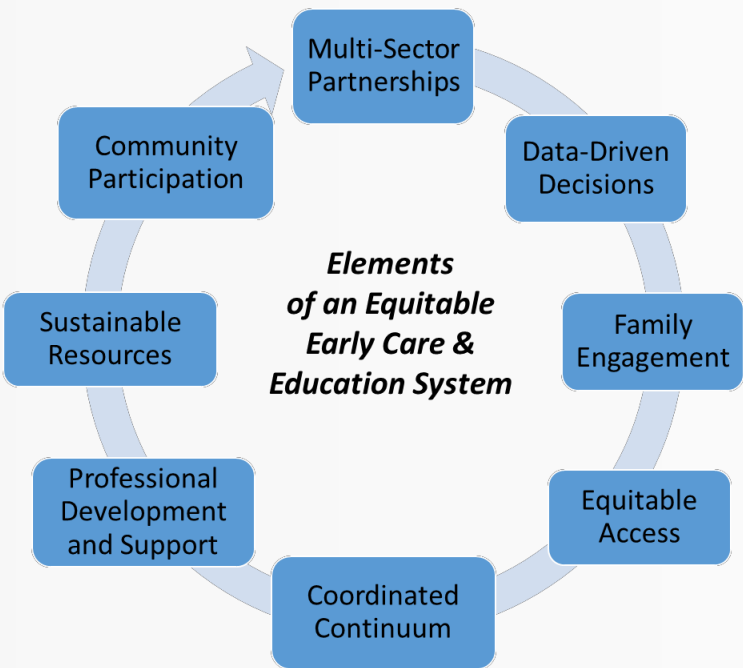
Mission:

Improve city leaders' capacity to reach across neighborhoods, align programs, design policies, and ultimately build systems that are responsive and supportive of young children and their families

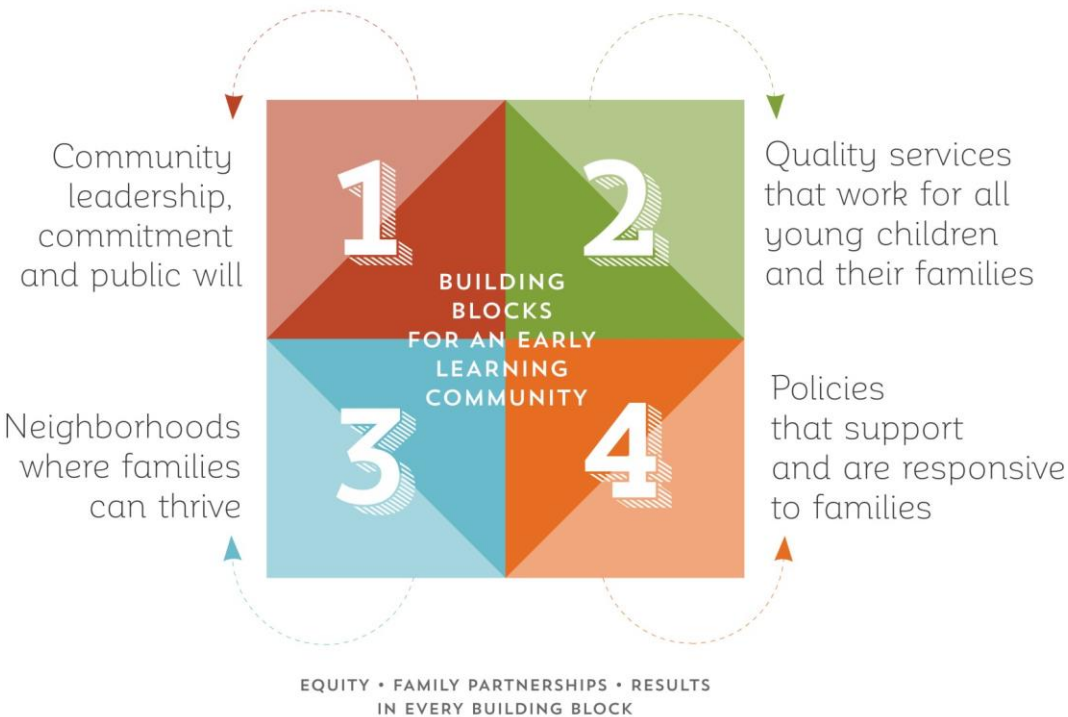
Frameworks For Early Learning Success

Supporting city leaders to take action and build early learning communities

Early Care and Education Alignment Framework



Building Blocks for Success



Early Care and Education Outcomes

ECE Goal 1: Stay committed to Social and Emotional focus



What is the Pyramid Model?
The Pyramid Model is a conceptual framework of evidence-based practices for promoting young children's healthy social and emotional development.

Over 100 teachers and all EIS staff participated in Pyramid Training with on-site coaching sessions. Professional Learning Communities created to offer ongoing support to teachers and administrators on implementing Pyramid Practices

SEL packets provided to more than 600 families during family engagement events

75 staff attended a 2 day professional development in May on "Using a New Lens" with Barbara Stern focusing on attachment

Waterbury Public School and Community Stakeholders participated in Circle of Security training. Parenting Program to begin in the 2019-2020 school year.

Office of Early Childhood Trends

	2016-2017	2017-2018	* 2018-2019
Referrals to Birth -3	160	164	201
PPT 1 & 2 Meetings	161	167	240
McKinney -Vento	0	7	19
Husky Insurance	277	346	328
Private Insurance	38	20	23
Hardship Granted	N/A	10	41
EIS referrals-Community		97	103
BCBA Referrals	N/A	N/A	16- Community 4-WPS

WATERBURY PUBLIC SCHOOLS

Technology Plan Update

August 2019

TECH PLAN GOALS

GOAL 1- : ENGAGING AND EMPOWERING
LEARNING EXPERIENCES

GOAL 2- ASSESSMENT

GOAL 3- CONNECTED TEACHING AND LEARNING

GOAL 4- INFRASTRUCTURE FOR TEACHING AND
LEARNING

GOAL 5- PRODUCTIVITY AND EFFICIENCY

STEERING COMMITTEE

- Goals 1-3
 - Dr. Gregory Rodriguez
 - Mr. Darren Schwartz
 - Ms. Tara Battistoni
- Goals 4-5
 - Mr. Will Clark
 - Mr. Will Zhuta

COMMITTEE RESPONSIBILITIES

- Measure progress towards Objectives and Key Results (OKR's)
- Meet quarterly
- Make quarterly adjustments
- Set ambitious goals and commit to them to move the bar higher - get people outside of their comfort zones- Ok if we don't meet all OKR's
- Use to measure progress not performance

PURPOSE OF OBJECTIVES AND KEY RESPONSIBILITIES

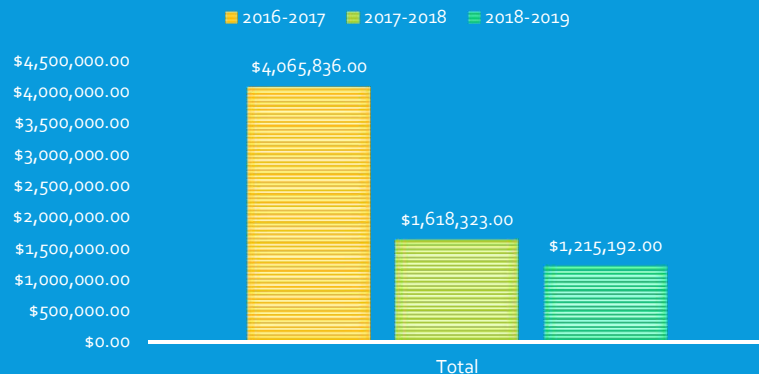
- Focus on priorities
- Simplify the process
- Suit the base needs of the organization
- Measure success and forward progress
- Ensure everyone is working towards the same goals
- Focus efforts and foster coordination

SUCCESS AND CHALLENGES TOWARDS GOALS 4&5

TECHNOLOGY DEPARTMENT FOUNDATION

Grant Awards of \$6,899,351.00 over last 3 years

FUNDING AWARDS



Infrastructure Upgrades	
Cisco Switches	285
Wireless Controllers	3
Wireless Access Points	780
Core Servers	39
Firewall	1

Classroom Technology	
Smart Interactive TV Boards	377
Chromebooks	4040
Laptops	90
Personal Computers	834

Core System Support

- Powerschool SIS
- Staff Email
- District Dashboards and Data Analytics
- School Security
- Network Support
- 25K Support Tickets
- Phone System

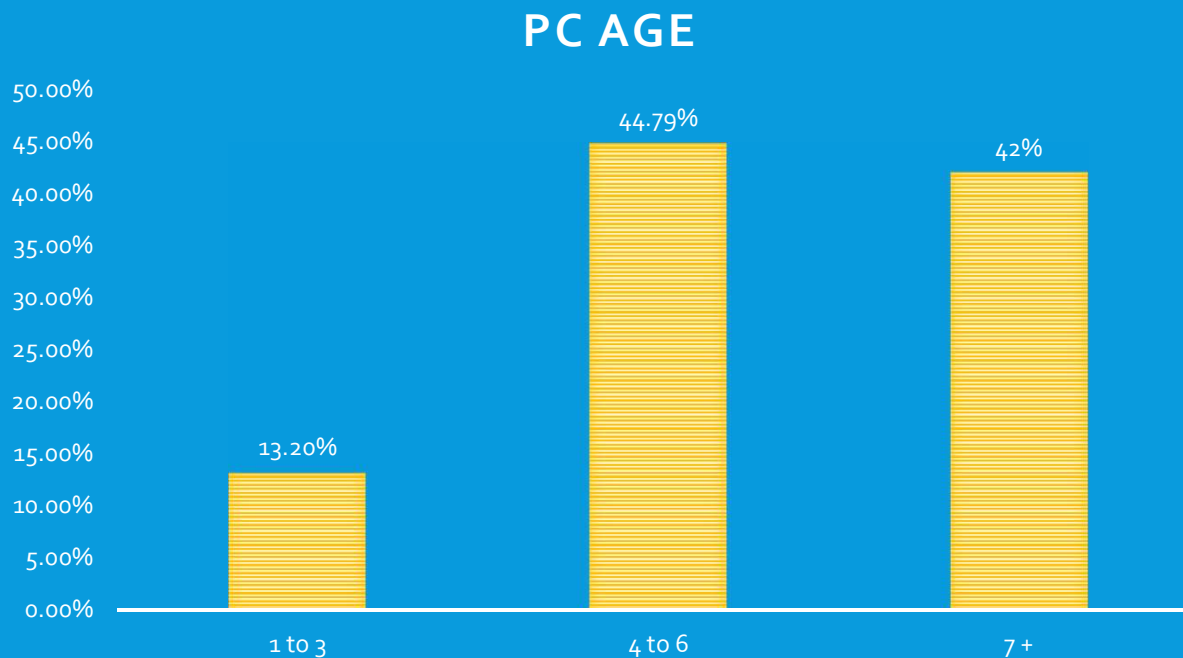
Over the Past 8 Years the number of Classroom Technology devices has increased over 100%

Upgraded- In School Fiber backbone to support 1GB to the Desktop

Upgraded- All schools to a Dark Fiber Network that will allow for 10 GB of throughput between schools

Upgraded Central Office Internet Connection to 10GB for faster throughput and help alleviate congestion

DISTRICT TECHNOLOGY AGE



44.79% are 4-6 years old

42% are 7 + years old

Average PC life Span is 4-6

We will need to replace 86.79% of current stock over the next few years

Support BOY, MOY, EOY and State Testing.

IT DEPARTMENT CHALLENGES

- Sustained Funding to Support Life-Cycle Replacement, Repair and Maintenance of Core Systems and Software
- Staffing to meet the demands of repair, maintenance, security and uptime expectations
- Training and Fidelity to Guidelines, Policies Procedures and Standards
- Utilization of Core Systems with Fidelity and Collaborative Planning for Strategic Expansion and Upgrades



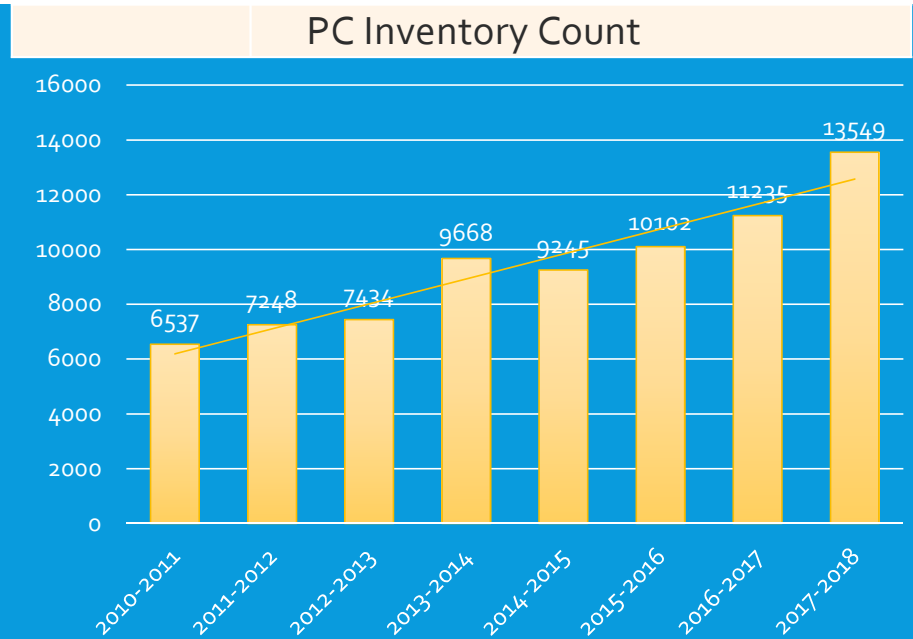
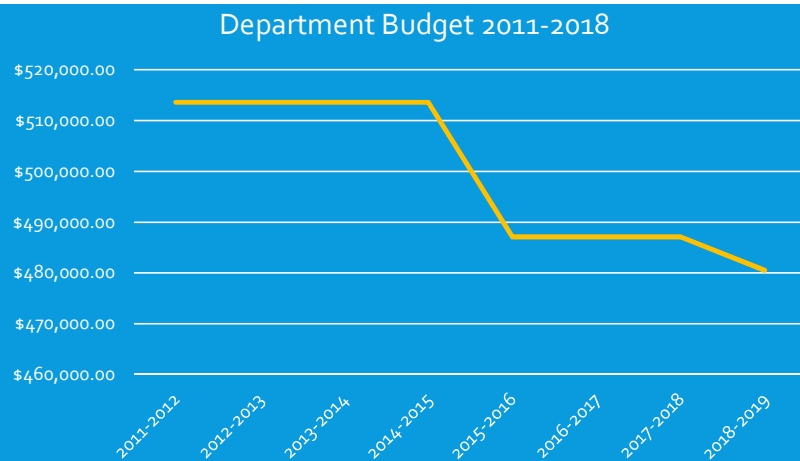
IT DEPARTMENT SOLUTIONS

- Improve the Technology infrastructure with Targeted Sustained Funding Over 5 Year Plan
 - Support Life-Cycle Device Replacement Program
 - Support Stewardship of Network and Core Systems
- Increase and Support Access to Technology in the Classrooms through Collaboration and Planning
 - Better support student computing environments
 - Directly Support Instruction
 - Manage requirements for testing (Local and Federal Standardize)
 - Targeted Training of Staff to Maximize Available Technology and Systems Efficiently
- Increase direct support to the schools
 - Increase Tech Support Budget
 - Schools with enrollment over 900 need a dedicated field support technician for support to me more impactful
 - Provide dedicated support to Security Camera and Phone System Upgrades

CAPITAL BUDGET REQUEST

Description	District Count	Unit Costs	Total Value	Industry Standard Life Expectancy in Yrs.	Capital Required Per Year-Phase In Approach	Capital Required Per Year-Phase In Approach (Doubled Life Expectancy)
School Classroom Devices- Teaching and Learning						
Smartboards	1263	\$4,800.00	\$6,062,400.00	4	\$1,515,600.00	\$ 757,800.00
PC's and Laptops	13549	\$775.00	\$10,500,475.00	3.5	\$3,000,135.71	\$ 1,500,067.00
Printers	1396	\$700.00	\$977,200.00	3.5	\$279,200.00	\$ 139,600.00
			<u>\$17,540,075.00</u>		<u>\$4,794,935.71</u>	<u>\$2,397,467.00</u>
School Security						
Cameras	850	\$490.00	\$416,500.00	3	\$138,833.33	\$69,416.67
NVRS	40	\$14,280.00	\$571,200.00	3	\$190,400.00	\$95,200.00
			<u>\$987,700.00</u>		<u>\$329,233.33</u>	<u>\$164,616.67</u>
Core Systems						
Cisco Switches	285	\$4,210.53	\$1,200,000.00	5	\$240,000.00	\$120,000.00
Wireless Controllers	3	\$23,333.33	\$70,000.00	3	\$23,333.33	\$11,666.67
Wireless Access Points	780	\$674.36	\$526,000.00	3	\$175,333.33	\$87,666.67
Core Servers	39	\$1,153.85	\$45,000.00	4	\$11,250.00	\$5,625.00
Firewall	1	\$215,000.00	\$215,000.00	3.5	\$61,428.57	\$30,714.29
Storage Area Network	1	\$85,000.00	\$85,000.00	5	\$17,000.00	\$ 8,500.00
			<u>\$2,141,000.00</u>		<u>\$528,345.24</u>	<u>\$264,172.62</u>
District Wide Technology Infrastructure						
Voice over IP Call System	660		\$1,200,000.00	4.5	\$266,666.66	\$133,333.33
			<u>\$1,200,000.00</u>		<u>\$266,666.66</u>	<u>\$133,333.33</u>
		Totals:	<u>\$21,868,775.00</u>		<u>\$5,919,180.93</u>	<u>\$2,959,589.63</u>

OPERATING BUDGET AND DEVICE HISTORY



Over the last 8 years there has been a 6% decrease of Operational funds while at the same time the number of devices on the network has doubled

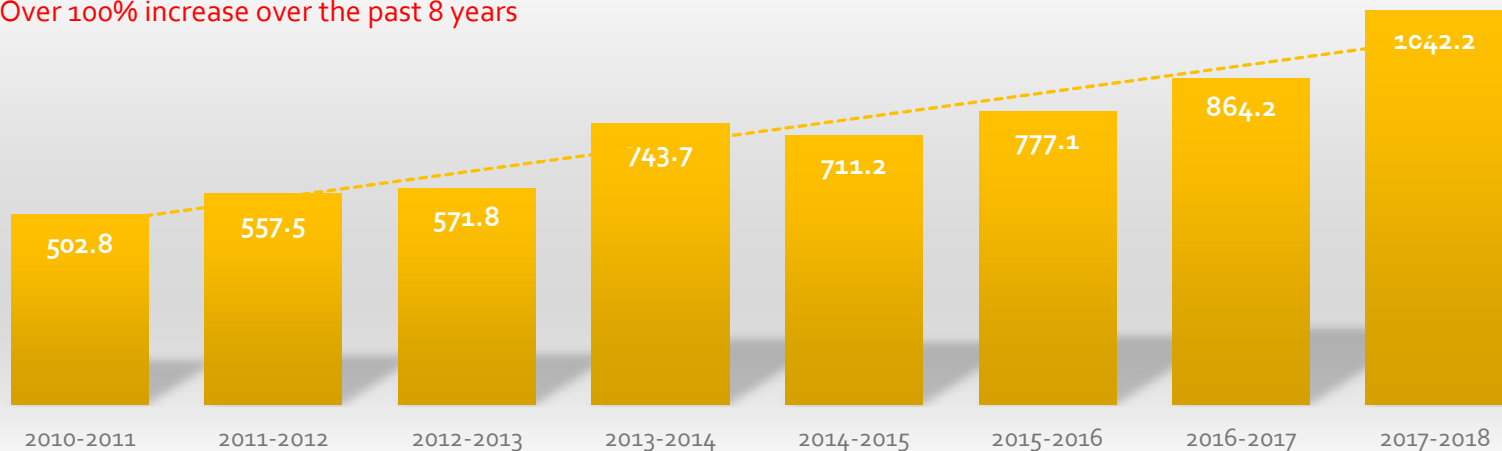
STAFF SUPPORT GOALS TO SUPPORT TEACHING AND LEARNING

- Reduce the number of schools per Tech
 - 7 techs responsible for 21 schools (currently 3 schools per tech)
- Improve response time and first call resolution rate
- Ensure Students, Teachers, Administrators and Staff have greater access to working technology and increased up-time
- Improve Customer Satisfaction
- Improve Days to Close ticket ratio
- Reduce the number of PC per tech from 1045 to 731 (industry stand 150:1)

STAFFING TO TECH NEEDS

Number of PC's each Technician is Responsible for

Over 100% increase over the past 8 years



Note: Increases reflect PCs only and does not include the thousands of Security Cameras and Network gear installed over the last 5 years which needs to be maintained as well.

MAGNET SCHOOL VS TRADITIONAL SCHOOL SUPPORT MODEL

Magnet School (1 Tech Per School)	
Tech Per School	1
Completed Work Orders per Tech	300
Open Work Orders Per Tech	30
Traditional Schools (Shared Tech)	
Average Number of Schools Per Technician	2.8
Completed Work Orders per Tech	1800
Open Work Orders Per Tech	180

Support Staff Needs

Network Manager	1	\$80,000.00	\$80,000.00	Full Time
Network Technicians	3	\$30,000.00	\$90,000.00	Full Time

STUDENT SOFTWARE

USED FOR INSTRUCTION, BENCHMARKING, TESTING, ETC.

Program Name	Description	District Wide	Program	Description	District Wide
i-Ready	Math Assessment (1-5)	x	Tynker	Computer Programming	
Lexia	ELA Assessment (Elementary?)	x	Autodesk Suite	CAD?	
mCLASS	ELA Assessment and Prog. Tracking(2-5)	x	Adobe Suite	Various	
Read 180	Special Education	x	Sweet Home 3D		
SBAC	State Testing	x	Blender	3-D Rendering	
DRC Insight	Bilingual Testing	x	Corel Draw	Drawing	
HMH Science Dimension	Science Progress Tracking	x	Makerbot		
HMH Think Central	-Ask Mr. Reed-	x	GIMP	Photo Editing	
MH StudySync	ELA Curriculum and Progress Tracking (MS)	x	AVID Suite		
MH Reading Wonders	ELA Curriculum and Progress Tracking (EL)	x	Boris FX		
MH Maravillas	ELA Curriculum and Progress Tracking (MS)	x	Handbrake	Video Encoding/Transcoding	
Microtype	Typing / Keyboarding		Cyberlink Media Suite		
Sketchup	3-D Design / Drafting		The Juicer 2		
ZoomText	Accessibility Software (Visual)		NewTek Suite		
Reading A-Z	Reading Instruction and Progress Tracking		Mimio Studio		
Writing A-Z	Writing Instruction and Progress Tracking		Einstruction	Edutainment?	
Science A-Z	Science Instruction and Progress Tracking		Kahoot it	Edutainment?	
Typing.com	Typing / Keyboarding		Doodlgats	Edutainment?	
Dance Mat Typing	Typing / Keyboarding		Examview		
Typing Club	Typing / Keyboarding		Cengage		
Lightbot	Computer Programming		Geogebra		
Kodable	Computer Programming		TI-84 Smartview		
Code.org	Computer Programming		TI-Nspire		
			Infinite Algebra		
			Infinite Geometry		

STAFF SOFTWARE

USED FOR ADMINISTRATIVE USE, STAFF EVALUATION, GRADING, TEACHING, PRESENTING, ETC.

Program	Description	District Wide
PowerSchool	Student Information System	x
Ed Reflect	User Evaluation Management System	x
Cognos	Business Intelligence / SIS Reporting System	x
Follet / Destiny	Library Information System	
IRIS	Alert Notification System	x
Lawson	Finance System	x
Naviance	Career Prep/Tracking (MS/HS)	x
Etrition	Food Management	x
Outlook Web App	Web-based Email client	x
SWIS	State Discipline Reporting / Analysis	x
PowerSchool Sped	Student Information System (SPED)	x
SMART Notebook	SMART Teaching	x
SMART Sync	Classroom Management	
Currentware	Internet Blocking	
Veyon	Classroom Management (free)	
LanSchool Air	Classroom Management	
Deepfreeze	OS Tampering Protection / Snapshot	
Rosetta Stone	Language Learning	
SPED Evaluation	Assessment / Evaluation	x
Quicken	Accounting Software	
Class Dojo	Classroom Management	

TECHNICAL SOFTWARE

USED FOR NETWORK ADMINISTRATION, SYSTEM MAINTENANCE, ETC.

Program	Description	
Backup Script	(In House) Backup Script	x
Barracuda Archiver	Mail Archive / Retrieval System	x
Barracuda Spam	Email Spam Filter	x
Evault	Server Backup	
Rubrik	Server Backup / Snapshot	
iBoss	Web Filtering	x
McAfee	Antivirus	x
Palo Alto	Firewall and Content Filter	x
S2 Access Control	S2 Access Control Manager	
S2 DVR	S2 Digital Video Recorder / Recall	x
Solar Winds	System/Network Monitoring and Notification	
Bosch Video Client	Digital Video Recorder / Recall	
Dameware	Remote Access	
Student Password Reset	(In House) Student Password Reset Tool	
Staff Password Reset	(In House) Staff Password Reset Tool	
Network Monitoring	(In House) Network Monitoring Tool	

UNIVERSAL SOFTWARE

CONTENT AND CLASSROOM MANAGEMENT

Program	Description	
G+ Suite	Google Software Suite	x
Google Drive	Cloud Storage	x
Google Classroom	Collaborative/Instructional Software	x
Google Docs	Google Office Suite	x
Adobe Reader	PDF Viewer	x
Adobe Flash	Flash Content Plug-In	x
MS Office Suite	Microsoft Office Suite	x

LIFE EXPECTANCY OF TECHNOLOGY GEAR IN YEARS

All-in-one security appliances	3.5	IP telephones	4.5
Backbone routers	5	Macintosh desktops	3.5
Branch-office routers	4	Macintosh laptops	2.5
Campus wiring	9.5	Mainframes	8.5
Cell phones	2	Minicomputers	7
Chassis-based network switches	4.5	NAS devices	4
Departmental copiers	4	Office multifunction printers	3.5
Desktop monitors	4	PBXs	8.5
Desktop printers	3.5	PDAs	2
Digital telephones	6	Room videoconferencing systems	5
Enterprise high-volume copiers	4	SAN switches	3
Enterprise storage arrays	5	Stackable network switches	4.5
Firewalls	3.5	Uninterruptible power supplies	6
Intel-architecture desktops	3.5	VPN solutions	3
Intel-architecture laptops	2.5	Wi-Fi net-access points	3
Intel-architecture servers	4	Wi-Fi switches	3
Intrusion-prevention systems	3.5	Windows for desktops	3
IP PBXs	6.5	Windows for servers	3.5
https://www.networkworld.com/article/2316063/network-security/when-to-upgrade.html			

SCHOOL INVENTORY

SCHOOL	COMPUTERS	TOTAL PER SCHOOL	Student Enrollment	# of Student to PC	SCHOOL	COMPUTERS	TOTAL PER SCHOOL	Student Enrollment	# of Student to PC
CROSBY (ADMIN)	183	1622			BUCKS HILL (ADMIN)	51	242		
CROSBY (STUDENT)	1439		1171	0.81	BUCKS HILL (STUDENT)	191		605	3.17
KENNEDY (ADMIN)	188	835			BUCKS HILL ANNEX (ADMIN)	27	43		
KENNEDY (STUDENT)	647		1242	1.92	BUCKS HILL ANNEX (STUDENT)	16		198	12.38
WILBY (ADMIN)	171	510			WENDELL CROSS (ADMIN)	40	220		
WILBY (STUDENT)	339		1012	2.99	WENDELL CROSS (STUDENT)	180		348	1.93
WAMS (ADMIN)	143	551			WALSH (ADMIN)	93	317		
WAMS (STUDENT)	408		804	1.97	WALSH (STUDENT)	224		404	1.8
CHASE (ADMIN)	114	564			REED (ADMIN)	63	215		
CHASE (STUDENT)	450		789	1.75	REED (STUDENT)	152		501	3.3
GENERALI (ADMIN)	71	310			ROTELLA (ADMIN)	73	332		
GENERALI (STUDENT)	239		591	2.47	ROTELLA (STUDENT)	259		614	2.37
TINKER (ADMIN)	72	351			DUGGAN (ADMIN)	72	225		
TINKER (STUDENT)	279		549	1.97	DUGGAN (STUDENT)	153		485	3.17
HOPEVILLE (ADMIN)	51	303			GILMARTIN (ADMIN)	68	777		
HOPEVILLE (STUDENT)	252		479	1.9	GILMARTIN (STUDENT)	709		484	0.68
WASHINGTON (ADMIN)	36	176			MALONEY (ADMIN)	69	315		
WASHINGTON (STUDENT)	140		311	2.22	MALONEY (STUDENT)	246		607	2.47
KINGSBURY (ADMIN)	52	230			STATE STREET (ADMIN)	51	242		
KINGSBURY (STUDENT)	178		509	2.86	STATE STREET (STUDENT)	191		99	0.52
CARRINGTON (ADMIN)	67	432			ENLIGHTENMENT (ADMIN)	48	157		
CARRINGTON (STUDENT)	365		527	1.44	ENLIGHTENMENT (STUDENT)	109		154	1.41
DRIGGS (ADMIN)	48	394			WALLACE M.S. (ADMIN)	143	881		
DRIGGS (STUDENT)	346		498	1.44	WALLACE M.S. (STUDENT)	738		1146	1.55
BUNKER HILL (ADMIN)	43	515			WEST SIDE M.S. (ADMIN)	133	671		
BUNKER HILL (STUDENT)	472		498	1.06	WEST SIDE M.S. (STUDENT)	538		1073	1.99
REGAN (ADMIN)	32	112			NORTH END M.S. (ADMIN)	118	653		
REGAN (STUDENT)	80		249	3.11	NORTH END M.S. (STUDENT)	535		1026	1.92
SPRAGUE (ADMIN)	43	319			WCA (ADMIN)	81	648		
SPRAGUE (STUDENT)	276		504	1.83	WCA (STUDENT)	567		808	1.43
WILSON (ADMIN)	52	387							
WILSON (STUDENT)	335		439	1.31					



Waterbury Public Schools

#6

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

Mrs. Melissa Baldwin
Director of Special Education

July 25, 2019

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702
and
Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Approval of a contract between the City of Waterbury and
Naugatuck Valley Community College

Dear Honorable Commissioners and Aldermen:

I respectfully request that you approve a contract between the City of Waterbury and Naugatuck Valley Community College (NVCC) for the Waterbury Public School's use of a room on campus for a Transition Learning Center Program for our students with disabilities. This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding.

No cost is associated with the contract which covers the 2019-2020 school year. This program within the college campus enables the District to provide a unique transition learning program for its older students with disabilities. Transition services are required to be given to older students under the Individuals with Disabilities Education Act (IDEA) and this contract with NVCC helps the District provide its students with a valuable transition opportunity. The District is very satisfied with the collaboration provided by NVCC and looks forward to providing the program again this year. A tax clearance is being obtained and will be submitted when received.



Waterbury Public Schools

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

Mrs. Melissa Baldwin
Director of Special Education

In conclusion, I respectfully request that the contract with NVCC for the Special Education Department's Transition Learning Center program be approved.

Sincerely,

Melissa Baldwin
Melissa Baldwin (Ems)

Enc. contract

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 CONTRACTING AGENCY	AGENCY NAME AND ADDRESS - Board of Trustees of Community-Technical Colleges on behalf of Naugatuck Valley Community College, 750 Chase Parkway, Waterbury, CT 06708	AGENCY NO. CCC78000 / CCC7708
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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: City of Waterbury Department of Education	CONTACT PERSON: Wendy Owen
	ORGANIZATION ADDRESS: 236 Grand Street	BUSINESS PHONE: 203-574-8017
	Waterbury, CT 06702	EMAIL: <u>wowen@waterbury.k12.ct.us</u>
	CO-SPONSOR (if applicable):	FAX: n/a

EVENT INFORMATION / REQUEST FOR USE OF COLLEGE FACILITIES	TITLE and DESCRIPTION OF EVENT or ACTIVITY: Transition Learning Center Program (Step 2 NVCC Program)		
	SPACE(S) REQUESTED: S413 as dedicated classroom	NUMBER EXPECTED TO ATTEND: 10-12 plus 2 staff	
	EVENT DATE(S) and TIME(S): Monday through Friday, 8/19/2019 to 6/26/2020 7:00AM to 2:30PM (Following Waterbury Public Schools Calendar)	WILL FOOD and BEVERAGE BE SERVED? FOOD <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No DESCRIPTION OF FOOD / BEVERAGE: CATERING BY: <u>Company Name</u> <u>Phone</u>	BEVERAGE <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
	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): None Other Equipment (specify chairs (#), rectangular tables (#), round tables (#), podium, coat rack, other): None Special setup / instructions (ADA, floor plan, setup, etc.): None 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: Wendy Owen	REQUESTOR TITLE / CAPACITY IN WHICH REQUEST MADE: Waterbury Director of Special Services	DATE REQUEST SUBMITTED: 5/15/2017

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.)

FACILITY RESERVATION INFORMATION and OTHER SERVICES	COLLEGE AGREES TO RESERVE THE ROOM(S) and TIME(S) AS INDICATED BELOW FOR THE ORGANIZATION AND EVENT DESCRIBED IN SECTION I.					
	<u>Day(s) of Week:</u>	<u>Date(s):</u>	<u>Client setup time:</u>	<u>Start time:</u>	<u>End time:</u>	<u>Campus / Building / Room:</u>
	Monday through Friday	8/19/2019 through 6/26/2020, following Watebury Public Schools calendar	7:00AM	8:00AM	2:30PM	Student Center, room S413
COLLEGE AGREES TO PROVIDE NORMAL BUILDING MAINTENANCE, SECURITY AND UTILITY SERVICES and SPECIAL EQUIPMENT / SET-UP AS SPECIFIED IN SECTION I.						
COLLEGE AGREES TO PROVIDE THE FOLLOWING ADDITIONAL SERVICES (check those which apply. An additional fee will be charged unless "included" is indicated.)			SPONSORING ORGANIZATION AGREES to the following Terms and Conditions:			
<u>Included</u> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<u>Extra Cost</u> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	IT / media technical support Coordination services Catering (separate order form required) Parking Additional police, fire or event security Maintenance / custodial service Other (specify)	To obtain college pre-approval for any event promotion using College name or posting of signs or other information at College location. To remove all signs and event materials immediately upon event conclusion. To provide any ADA accommodations for event not related to College facilities. To abide by all applicable College rules and regulations. To carry sufficient public liability/property damage insurance so as to "save harmless" the State and College from any insurable cause whatsoever, and (if checked): <input checked="" type="checkbox"/> To provide certificates of such insurance in the amount of \$1,000,000 by 8/15/2019 To obtain all special permits and licenses required for event. To comply with all applicable laws, regulations and Executive Orders. This agreement shall be governed by the laws of the State of Connecticut. Any claims made against the State shall be in accordance with Chapter 53, C.G.S.			
Provide or attach any special instructions re checked items: No support service charges for this event.						
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.						

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) _____ <div style="border: 1px solid black; padding: 2px; font-size: x-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. </div>	
	<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 \$0	

CANCELLATION	Reservation may be cancelled with no penalty by giving the MINIMUM BUSINESS DAYS' WRITTEN NOTICE indicated =>		10	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	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	DEAN OF ADMINISTRATION REVIEWED & DATE
<i>Daisy Cocco De Filippis</i> 7/9/19	<i>Diana E</i> 6/26/19
TYPE OR PRINT FULL NAME AND TITLE of person signing	
Daisy Cocco De Filippis, President, NVCC	

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 Savory Food Concepts, the college's officially approved vendor, at 203-596-8708. For information on other local caterers, contact the Office of Facilities Scheduling & Events Planning (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 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.
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 cellular 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:**

The purpose of this agreement is to detail the arrangements that have been made to meet the needs of the students in the Waterbury Transitional Program. Effective January 23, 2013 Naugatuck Valley Community College will provide a classroom in the Student Services Building, room S413 to the Waterbury School System to house their High School Transitional Program. Naugatuck Valley Community College will host students in the Waterbury Transitional Program between the ages of 18-21 year old who have been deemed appropriate to attend college courses and explore college life. Students will be allowed access to the college under the auspices of this program, and special arrangements will be made through the Dean of Student Services.

The following was agreed to by all parties with the recognition that Mari Wilson, Special Education Teacher, and Sarah Gager, Dean of Student Services, will be responsible for implementing this agreement throughout the school year:

1. NVCC will provide classroom S413 effective from August 19, 2019 through June 26, 2020 on Monday–Friday from 7:00AM- 2:30PM.
2. NVCC will offer the Accuplacer test to students so that they can be properly placed into available entry courses.
3. Waterbury Schools will provide internships for students in the Waterbury community.
4. The Dean of Student Services and Dean of Academic Affairs will coordinate classroom placement with the Special Education Teacher. Students may audit these courses at no cost if the faculty member agrees after discussion. If Waterbury Schools wish that a student take a course for credit, prerequisites must be satisfied. Tuition will be charged.
5. Waterbury Schools will provide a laptop for its staff in the Transitional Program.
6. NVCC will provide guest passes for students to use the library and open computer labs.
7. Tutoring will be provided by the Special Education Teacher on campus.



Waterbury Public Schools

#7

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

Mrs. Melissa Baldwin
Director of Special Education

July 24, 2019

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702
and
Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Approval of Contract between City of Waterbury and
Southern Conn. State University for graduate student speech and
language interns.

Dear Honorable Commissioners and Aldermen:

The attached contract between Southern Connecticut State University and the City of Waterbury sets forth a student internship agreement for graduate school speech and language students to intern in the Waterbury Public Schools at no cost to the City. The agreement is for a three-year term until June 30, 2022 and may be renewed for five (5) successive one-year terms by mutual agreement of the parties at no cost to the City.

The agreement with SCSU sets forth the procedures for student speech language interns from the University to intern in the Waterbury Public Schools. The contract enables the District to obtain school interns while providing the interns with valuable and necessary experiences required for their degrees. I appreciate your attention to this important matter and please do not hesitate to call me with any questions.

Respectfully Submitted,

Melissa Baldwin
(Em)

Melissa Baldwin

Enc. Contract

STUDENT INTERN AFFILIATION AGREEMENT
for
Speech - Language Pathology Student Internships
between
The City of Waterbury, Connecticut
And
Southern Connecticut State University

THIS AGREEMENT, effective on the date signed by the University, is by and between the City of Waterbury, with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Southern Connecticut State University, a constituent unit of the State of Connecticut System of Higher Education having a principal place of business at 501 Crescent Street, New Haven, Connecticut (the "University").

WHEREAS, Southern Connecticut State University is a public University and maintains a Department of Communications Disorders, located at 501 Crescent Street, New Haven, Connecticut; and

WHEREAS, the University desires to establish speech-language pathology internships to assist in the training of students enrolled in its Graduate Speech-Language Pathology Program; and

WHEREAS, the City desires to assist in the training of such students by hosting them as speech-language pathology student interns in the City's school system; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Term.** The term of this Agreement shall commence on August 1, 2019, and terminate on June 30, 2022 or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed for five (5) successive one-year terms by the mutual written agreement of the parties.

2. **Compensation.** Neither the University nor the City shall be responsible to compensate the other party, or the intern for services rendered under this Agreement. The parties further agree and understand that neither the intern nor the Faculty Advisor/Internship Supervisor or any other University employee is an employee of the City of Waterbury, but rather that the intern is participating in an internship in the Waterbury Public Schools for the purpose of obtaining experience in furtherance of his/her education. Therefore the parties agree that the intern and the University faculty member shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers' Compensation coverage, health benefits, etc.

3. Responsibilities of the University.

The University shall:

3.1. The University's Director of Internship and Field Experience, or his or her designee, not later than August 1st of each year, shall notify the City of the number of speech-language pathology student interns available to be hosted by the City during the coming school year, and the City shall give notice as promptly as is practicable of the number of interns it agrees to host during that school year.

3.2 The University shall certify, for participation in the internship program, only those qualified speech-language pathology students enrolled in the Masters Programs.

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

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

3.5. The University shall advise its interns that they shall be required to follow the Southern Connecticut State University Department of Communications Disorders Field Education Manual during the intern's involvement in the internship program (the "Program"). A copy of the Manual shall be provided to the City prior to commencement of this agreement.

3.6 The University will instruct its student interns to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from the internship any student who fails to comply with applicable City rules and regulations.

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

3.8 The University shall advise its interns that they will be expected to report to their designated internship sites as per their agreed upon schedules.

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

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

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

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

4. Responsibilities of the City.

The City shall:

4.1 The City reserves the right to determine the number of speech-language pathology student interns it will host in its school system in accordance with paragraph 3.1 herein.

4.2. The City shall provide the Internship Supervisor and student interns relevant information, including policies, procedures, and rules with which the student interns must comply.

4.3 The City will notify the University's Director of Internship and Field Experience, or his or her designee, whenever an intern does not timely report to the designated internship site.

4.4 The City may, in its exclusive discretion, require that each intern execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

4.6 The City shall provide suitable space for conferences connected with the Students' clinical or fieldwork instruction.

4.7 The City shall provide a certified professional in the relevant field who shall be responsible for planning and implementing individual Student Assignments, and for evaluating Student performance in accordance with criteria developed by and provided to the City by the University.

4.8 The City shall provide orientation for Faculty regarding relevant City information, including policies, procedures, and rules with which Faculty and Students must comply. The University shall provide such orientation to the Students.

5. Responsibilities of the Intern.

The University shall ensure that the Intern:

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

5.2 Each Intern shall be expected to report to their designated internship sites as per their agreed upon schedules.

5.3 Each Intern shall comply with all applicable rules and regulations of the City.

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

6. Criminal Background Check and DCF Registry Check. The University shall provide to each proposed student intern an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the intern's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families background check report to the City of Waterbury. The University will instruct the proposed student intern that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed student intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks. The University will also advise each proposed student intern that s/he shall be required to submit to a DCF registry check and present to the RESC an executed "Authorization for Release of Information for DCF CPS Search."

Should the results of any criminal history or DCF registry check for any student intern be determined by the City to be unsatisfactory, the City may terminate the internship of such student intern and notify the University's Director of Internship and Field Experience, or her designee, of such termination.

The provisions of this Section 7 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

7. Student Education Records. The parties acknowledge that in the course of providing/hosting the student interns pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties

have no authority to make any other disclosures of any information from education records. The University shall instruct its student interns on their obligations to comply with FERPA.

8. Student Data Privacy.

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

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

8.3 Neither the University nor the Intern shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

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

8.5 The University and the Intern shall take actions designed to ensure the security

and confidentiality of student data.

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

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

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

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

8.9 The University and the Intern 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.

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

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

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

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

11. Insurance.

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

11.2 Student interns participating in the internship program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious. The University agrees that it shall "save harmless" the City of Waterbury from any damages as a result of the University's or Interns negligence.

12. Termination.

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

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

13. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the student interns nor the Internship Supervisor will be considered employees or agents of the City, and that the relationship between the City and the student interns, the Internship Supervisor and the City is that of an independent contractor. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

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

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

To the University: Southern Connecticut State University
Department of Communications Disorders
Speech-Language Pathology Program
501 Crescent Street
New Haven, CT 06515

With a copy to: _____

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

Waterbury, CT 06702.

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

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

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

19. **Executive Orders.** This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the agreement as if they had been fully set forth in it. At the City's request, the University shall provide a copy of these orders to the City.

20. **Non-discrimination.** References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the City.

20.1 The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (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, mental retardation, 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. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents

performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

20.2 If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

20.3 "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 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.

20.4 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.

20.5 The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

20.6 The contractor shall include the provisions of sections (a) and (b) above 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

20.7 The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

20.8 The contractor shall include the provisions of section (g) above 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

20.9 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

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

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

24. Severability. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this agreement shall be enforced as if this agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action,

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

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

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

[Signature Page follows.]

State University or College

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

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor


Date: _____

WITNESS:

SOUTHERN CONNECTICUT STATE
UNIVERSITY

Cynthia Dea-Lugib

July 10, 2019

By: , Dean

Date: 7/10/19

SCHEDULE A

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

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

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the Southern Connecticut State University, Department of Communication Disorders its Graduate Speech-Language Pathology Program participating in a speech-language pathology student internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by

State University or College

signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this ____ day of ____, 2019.

WITNESSES:

Print Name:

Print name:

Print Name:

State of Connecticut:

: ss: Waterbury ____, ____, 2019

County of New Haven:

On this ____ day of ____, 201__, before me the undersigned officer, personally appeared ____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

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

Commissioner of Superior Court
Notary Public
My Commission Expires:

SCHEDULE B

AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS

I, the undersigned, _____, a graduate student in the Speech-Language Pathology Program at the Southern Connecticut State University Department of Communication Disorders, hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

[Printed Name of Student Intern]

Dated: _____



Waterbury Public Schools

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

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

8

MEMORANDUM

TO: Honorable Board of Education Commissioners

FROM: William F. Clark, Chief Operating Officer

DATE: August 1, 2019

SUBJECT: Student Educational Affiliation Agreement with Trinity Health Network (formerly Saint Mary's Hospital, Inc.) for the Allied Health Program at Kennedy High School

Currently the Education Department has an agreement for the high school Allied Health Program at Kennedy High School with Saint Mary's Hospital. Saint Mary's Hospital has been acquired by Trinity Health of New England Corporation, Incorporated (Trinity). Since the acquisition, Trinity is requesting an updated affiliation agreement.

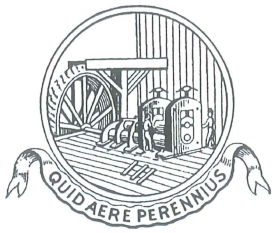
Trinity has the facility space to accommodate Kennedy's Allied Health program within Saint Mary's Hospital, and will adhere to the City's curriculum and the State's mandated hours needed to complete the course. Trinity will provide facility space and personnel free of charge and is in close proximity to the school.

Allied Health students learn competency skills for the first half of the school year in the classroom; the training will then take place in the latter half of the school year as the students will be prepared for a hands-on setting by that time.

The agreement is being developed by Corporation Counsel and will be available for your review as soon as possible. Thank you for your consideration.

WFC/mc

cc: Robert Johnston, Kennedy High School Principal
File



Waterbury Public Schools

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

#10

William F. Clark, Esq.
Chief Operating Officer

MEMORANDUM

TO: Honorable Board of Education Commissioners

FROM: William F. Clark, Chief Operating Officer

DATE: August 1, 2019

SUBJECT: License Agreement with Uncommon Schools for Teach Like a Champion On-Line Training Sessions

Uncommon Schools would like to provide software training programs for the taxonomy of effective teaching practices. The training program is entitled "Teach Like A Champion 2.0" and is shipped to each school on a device called a Plug and Play. These devices are compatible with WPS computers. This program also includes PowerPoint presentations, activities and toolkits (handouts).

Training will be available at eight schools named in the School Improvement Grant, including Bucks Hill, Driggs, Wilson, Washington, Gilmartin, Hopeville, Sprague, and Walsh. The total amount of the agreement is \$34,800. The license agreement has an indemnification clause. Per City Charter, the agreement needs Board of Education and Board of Aldermen approvals.

The agreement is being reviewed by Corporation Counsel and will be available for your review as soon as possible. Thank you for your consideration.

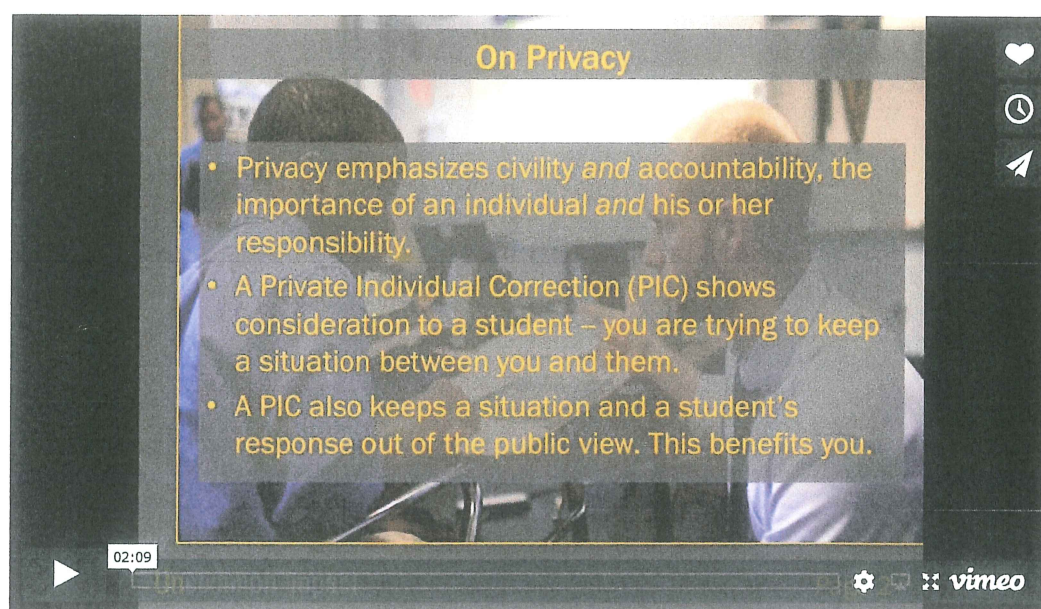
WFC/mc

cc: Noreen Buckley, File



PLUG AND PLAYS

Save time. Dive deep. Ready-to-use teacher training modules on specific *Teach Like a Champion* techniques.



Uncommon Impact

Designed specifically for busy instructional leaders, our Plug and Plays provide all needed materials for two to three hour teacher training sessions on specific *Teach Like a Champion* techniques. Each Plug and Play provides leaders with:

- ✓ Ready-made PowerPoint presentations with embedded videos of the technique in action
- ✓ Facilitator notes for what to say and do for each slide
- ✓ Detailed analysis of all the embedded video clips
- ✓ Carefully designed practice activities
- ✓ Feedback "cheat sheets"—prioritized success points for coaching teachers on the technique
- ✓ Participant handouts for interactive note taking
- ✓ Next steps to ensure what's learned in the session carries over into classrooms

To help you find what best meets your needs, we've organized the Plug and Plays into three categories that align with our workshops – Behavior and Culture, Engaging Academics, and Reading. Within each category, some Plug and Plays require no previous experience with *Teach Like a Champion* (100 level) and others work best with some leader and school-wide experience with *Teach Like a Champion* (200 level).

At the bottom of the page you'll find Bundles – combinations of Plug and Plays that work particularly well together. Bundles also save you money.

Working with our partners at Aptus, we've also begun translating our Plug and Plays into Spanish! Interested in buying a version in Spanish? Email tlacinspanish@uncommonschoools.org to let us know which ones you want.

BEHAVIOR AND CULTURE (11)

BEHAVIOR AND CULTURE



POSITIVE FRAMING

Motivate and inspire students to improve.

[LEARN MORE](#)



LEAST INVASIVE INTERVENTION

Correct nonproductive behavior consistently and with finesse.

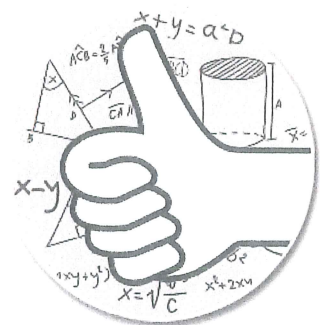
[LEARN MORE](#)



WHAT TO DO

Provide students clarity to enable their success.

[LEARN MORE](#)



PRECISE PRAISE

Maximize learning and strengthen student-teacher relationships.

[LEARN MORE](#)



JOY FACTOR

Infuse joy to create happy and high achieving classrooms.

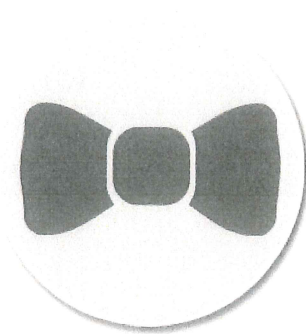
[LEARN MORE](#)



SYSTEMS AND ROUTINES

Design, install and maintain systems to enable excellence.

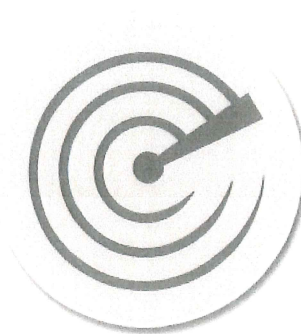
[LEARN MORE](#)



STRONG VOICE: GOING FORMAL

Communicate confidence, authority, and warmth.

[LEARN MORE](#)



DEVELOPING AND MAXIMIZING RADAR

Better manage and respond to student behavior.

[LEARN MORE](#)



PRIVATE INDIVIDUAL CORRECTION

Correct privately with skill and finesse.

[LEARN MORE](#)



ART OF THE CONSEQUENCE

Deliver consequences that work.

[LEARN MORE](#)



STRONG START

Build positive, productive habits as soon as students enter class.

[LEARN MORE](#)

ENGAGING ACADEMICS (7)

ENGAGING ACADEMICS



EVERYBODY WRITES

Develop students' ability to "think in writing"

[LEARN MORE](#)



PLAN FOR ERROR

Anticipate and turn student errors into learning.

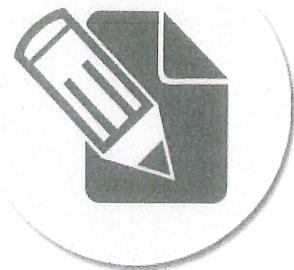
[LEARN MORE](#)



ART OF THE SENTENCE

Elevate syntax and precise thinking.

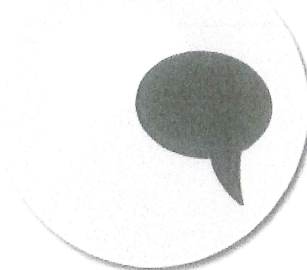
[LEARN MORE](#)



SHOW CALL

Engineer accountability and rigor for students' written work.

[LEARN MORE](#)



TURN AND TALK

Ensure efficiency, accountability, and deeper student thinking.

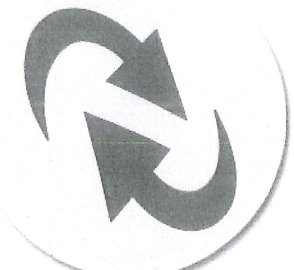
[LEARN MORE](#)



FORMAT MATTERS

Ensure students speak audibly and in the language of opportunity.

[LEARN MORE](#)



CIRCULATE

Move strategically around the classroom.

[LEARN MORE](#)

READING (5)

READING



**SHARED READING THROUGH
CONTROL THE GAME**
Develop skillful readers who love to
read

[LEARN MORE](#)



EMBEDDING NONFICTION
Help students read more nonfiction,
better, by deepening their
understanding of the fiction and
nonfiction they read.

[LEARN MORE](#)



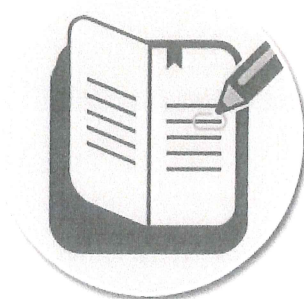
CLOSE READING BURSTS
Practice the key skills of Close Reading
in a focused amount of time.

[LEARN MORE](#)



EXPLICIT VOCABULARY
Help students understand important
and useful words deeply.

[LEARN MORE](#)

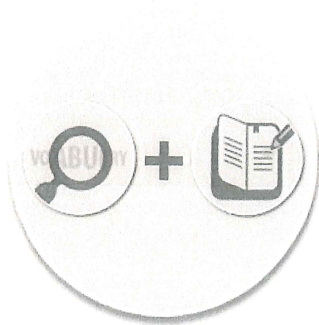


IMPLICIT VOCABULARY
Teach important and useful words
during reading

[LEARN MORE](#)

BUNDLES (3)

BUNDLES



VOCABULARY BUNDLE
Help students achieve both depth and breadth of vocabulary knowledge.

[LEARN MORE](#)



WRITING INTENSIVE BUNDLE
Create an engaged writing culture with rigor and accountability.

[LEARN MORE](#)



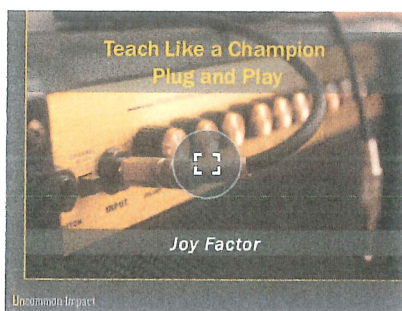
NEW TEACHER ESSENTIALS BUNDLE
Equip new teachers with the fundamentals to start their careers successfully.

[LEARN MORE](#)

"The Plug and Plays, like all of the TLAC's trainings, are just really engaging and thoughtful! It gave me the opportunity to think about how to make adjustments for my staff rather than think from the beginning."

Bill Cooke, Principal, Brooklyn East Collegiate, Brooklyn, New York

VIEW A SAMPLE FROM **JOY FACTOR**



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Sign-up for the **Teach Like a CHAMPION®** newsletter

#11

PROFESSIONAL SERVICES AGREEMENT
RFP No. 6318
for
Department of Education Professional Development Services
between
The City of Waterbury, Connecticut
and
The National Center on Education and the Economy

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702 (the "City") and NATIONAL CENTER ON EDUCATION AND THE ECONOMY, a 501(c)(3) not-for-profit corporation incorporated in Washington D.C., located at 2121 K Street NW, Suite 700, Washington, DC 20037 (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **Request for Proposal ("RFP") No. 6318** for Professional Development Services for the City of Waterbury Department of Education; and

WHEREAS, the City selected the Consultant to perform services pursuant to **RFP No. 6318**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Consultant shall provide direct delivery of its Executive Development Program ("EDP") by facilitators certified by The National Institute for School Leadership to candidates to be trained and certified as EDP facilitators, district staff, principals and other leaders as more particularly detailed and described in **Attachment A** hereby made material provisions of this Agreement. **Attachment A** shall consist of the following, which are attached hereto, are

acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 RFP No. 6318, consisting of 9 pages, excluding Contractor compliance packet, and sample City Contract (attached hereto)
- 1.1.2 Addendum Number 1 to RFP No. 6318, dated February 27, 2019, consisting of 2 pages (attached hereto)
- 1.1.3 Consultant's Response to RFP No. 6318, dated February 28, 2019, consisting of 33 pages (attached hereto)
- 1.1.4 Consultant's Revised Cost Proposal, dated May 31, 2019, consisting of 4 pages (attached hereto)
- 1.1.5 any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- 1.1.6 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference)
- 1.1.7 Certificates of Insurance (incorporated by reference)
- 1.1.8 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- 1.1.9 All licenses. (incorporated by reference)

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

- 1.2.1 This Agreement
- 1.2.2 Addendum Number 1 to RFP No. 6318
- 1.2.3 RFP No. 6318
- 1.2.4 Consultant's Proposal in response to RFP No.6318

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

2.1. **Representations regarding Personnel.** The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under

its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Responsibilities of the City.** Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. **Contract Time.** The Consultant shall complete all work and services required under this Contract within Four Hundred Fifty-Five (455) consecutive calendar days of execution of this Contract by all parties hereto.

5.1. **First Option Period.** The City, at its sole discretion, shall have the option to extend this Agreement for an additional Four Hundred Fifty-Five (455) day term, commencing upon the completion of the initial contract term, by written notice to the Consultant on or before August 1, 2020 ("First Option Period"). The work and services to be provided by Consultant during the First Option Period shall include the Facilitator Certification Institute and the Executive Development Program Hybrid Facilitation cohort, as more particularly described in Consultant's Response to RFP No. 6318 dated February 28, 2019 and Consultant's Revised Cost Proposal dated May 31, 2019, as contained in **Attachment A** hereto.

5.2 **Second Option Period.** The City, at its sole discretion, shall have the option to extend this Agreement for an additional Four Hundred Fifty-Five (455) day term, commencing upon the completion of the First Option Period, by written notice to the Consultant on or before August 1, 2021 ("Second Option Period"). The work and services to be provided by Consultant during the Second Option Period shall include the materials for 20 participants in the Executive Development Program Local Facilitation cohort, as more particularly described in Consultant's Response to RFP No. 6318 dated February 28, 2019 and Consultant's Revised Cost Proposal dated May 31, 2019, as contained in **Attachment A** hereto.

6. **Compensation.** The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1.1 **Fee Schedule for Initial Contract Term.** The fee payable to the Consultant for the initial term of this Agreement shall not exceed **TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$270,000.00)** and shall be in accordance with Consultant's Response to RFP No. 6318 dated February 28, 2019 and Consultant's Revised Cost Proposal dated May 31, 2019 and payable as follows:

September 1, 2019	\$170,000.00
January 1, 2020	\$64,000.00
June 1, 2020	\$36,000.00

6.1.2 Fee Schedule for First Option Period. The fee payable to the Consultant for the goods and services provided by Consultant for the **First Option Period** shall not exceed **TWO HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$273,000.00)** and shall be in accordance with Consultant's Response to RFP No. 6318 dated February 28, 2019 and Consultant's Revised Cost Proposal dated May 31, 2019 and payable as follows:

September 1, 2020	\$170,000.00
January 1, 2021	\$ 64,000.00
June 1, 2021	\$ 39,000.00

6.1.2 Fee Schedule for Second Option Period. The fee payable to the Consultant for the goods and services provided by Consultant for the **Second Option Period** shall not exceed **ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00)** and shall be in accordance with Consultant's Response to RFP No. 6318 dated February 28, 2019 and Consultant's Revised Cost Proposal dated May 31, 2019 and payable as follows:

September 1, 2021	\$105,000.00
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6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 6318** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or

consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Consultant duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

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

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Consultant 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 Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. 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.

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

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

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

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

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

9.4.3 Workers' Compensation: Statutory Limits within the State of
Connecticut: Employers' Liability:
EL Each Accident **\$500,000.00**
EL Disease Each Employee **\$500,000.00**
EL Disease Policy Limit **\$500,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** Each Occurrence and **\$1,000,000.00** Aggregate.

9.4.5 Professional Liability Insurance: \$1,000,000.00 each claim.
\$1,000,000.00 aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

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

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the 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. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT*

of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

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

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts.

The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant 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.

12. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this

Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper

manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level

of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior

written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

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

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

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than

that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

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

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject

matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 6318** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 6318**.

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to

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

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

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

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

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

Consultant: National Center on Education and the Economy
2121 K Street NW, Suite 700
Washington, D.C. 20037
Attention: Jason S. Dougal

City: City of Waterbury
c/o Department of Education
236 Grand Street
Waterbury, CT 06702
Attention: Dr. Janice Epperson

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of

the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall

not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

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

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

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

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

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

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant 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.

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

(Signature page follows)

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

WITNESSES:

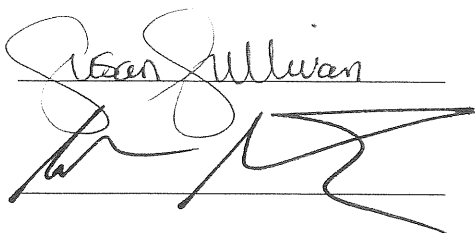
CITY OF WATERBURY

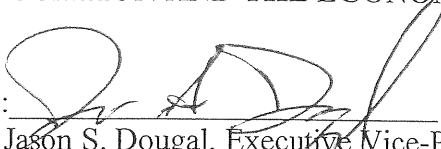
By: _____
Neil M. O'Leary, Mayor
Duly authorized

Date: _____

WITNESSES:

THE NATIONAL CENTER ON
EDUCATION AND THE ECONOMY



By: 
Jason S. Dougal, Executive Vice-President
Duly authorized

Date: 7/18/2019

ATTACHMENT A

1. RFP No. 6318, consisting of 9 pages, excluding Contractor compliance packet, and sample City Contract (attached hereto)
2. Addendum Number 1 to RFP No. 6318, dated February 27, 2019, consisting of 2 pages (attached hereto)
3. Consultant's Response to RFP No. 6318, dated February 28, 2019, consisting of 33 pages (attached hereto)
4. Consultant's Revised Cost Proposal, dated May 31, 2019, consisting of 4 pages (attached hereto)
5. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
6. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference)
7. Certificates of Insurance (incorporated by reference)
8. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
9. All licenses. (incorporated by reference)



Waterbury Public Schools

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

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

MEMORANDUM

TO: Honorable Board of Education

FROM: William F. Clark, Chief Operating Officer

DATE: July 30, 2019

SUBJECT: Contract with the Waterbury Symphony Orchestra (WSO)
at Waterbury Arts Magnet School (WAMS)

The Waterbury Arts Magnet School was established to provide multi-district student population with a top notch education in the arts. One major field of study at WAMS is the performance arts. Historically, WAMS has interacted with the Waterbury Symphony Orchestra to enhance the music performance education experience. In 2016, the Department of Education formalized this collaboration between the parties into a written contract. The scope of the contract will include assistance by the WSO in student performances. The WSO members will perform in student activities to lead the students to a higher level of achievement. The WSO will involve WAMS students in WSO productions to raise student's awareness of musical opportunities and to sharpen their performance skills. The WSO will recruit students for inclusion in the WSO Junior Symphony.

This contract is for the period of September 16, 2019 through June 30, 2020. Past interactions between the WSO and WAMS students has provided outstanding results. The cost of the contract for the first semester is \$26,756 and \$31,859 for the second semester, making the total contract amount \$58,615. The funding is provided in the WAMS Magnet Grant.

The synergism established between the WSO and the students at WAMS will greatly enhance the musical performance experience and will open the door to the students to future performance opportunities in college and in the community. Thank you for your consideration.

WFC/mc

Attachment

cc: Janice Epperson, Assistant Superintendent
File



May 1, 2019

Ms. Lauren Elias, Principal
Waterbury Arts Magnet School
16 S. Elm Street
Waterbury, CT 06706

Dear Ms. Elias:

The following is a letter of agreement between the Waterbury Symphony Orchestra, (WSO), and Waterbury Arts Magnet School (WAMS) of Waterbury Public Schools.

Services

WSO agrees to conduct string and band “music mentor” residencies at WAMS per the following schedule of dates, times, location, and WSO personnel:

- Semester 1 residencies: September 16 – December 20, 2019 and February 3 – May 22, 2020* for a total of 129 instructional days.
- Instruction days/ times: **strings: M-T-W-R-F, 12:26– 1:56pm (periods 7 & 8) with one extra mentorship during beginning orchestra, period 5 (10:31 – 11:14am).**
- Instruction days/times: **band: M-T-W-R-F, 12:26– 1:56pm (periods 7 & 8) with one extra Monday and Thursday percussion mentorship during beginning band, period 5 (10:31 – 11:14am), & one extra Tuesday brass mentorship during beginning band period 5 (10:31-11:14am).**
- WSO upper strings teaching artist is scheduled to mentor upper strings on Mondays, Tuesdays and Thursdays. WSO low strings teaching artist is scheduled to mentor lower strings, Mondays, Wednesdays and Fridays.
- WSO percussion teaching artist is scheduled to mentor beginning percussion and regular band percussion on Mondays and Thursdays. WSO brass teaching artist is scheduled to mentor brass on Tuesdays and Fridays. WSO wind teaching artist is scheduled to mentor woodwinds on Wednesdays and Fridays.

- WSO will arrange for a guest artist chamber group to perform for WAMS orchestra and band students during Semester 2 – times and dates TBA between WSO and WAMS.
- In the event any of the listed services are cancelled for any reason, a make-up service will be scheduled during mutually agreeable dates and times between WSO teaching artist and WAMS orchestra or band director. *If several snow days cause cancellation of the mentors program, WSO requests that the program dates be continued up to one week later (i.e. Semester 1 would continue up to January 9, 2020, and Semester 2 would continue up to May 29, 2020).

Financial Commitments

The total cost for the above music mentor residency program is \$58,615.00. Payment is due to WSO in two increments – Semester 1 fee of \$26,756.00 by September 16, 2019 and Semester 2 fee of \$31,859.00 by February 3, 2020.

Signatory

To accept this agreement in accordance to the terms described above, please sign both copies of this document and return one to WSO no later than July 1, 2019.

Waterbury Symphony Orchestra

By: _____
Robert Cinnante, Executive Director

Date: _____

Office of the Mayor, City of Waterbury for Waterbury Arts Magnet School

By: _____

Date: _____

Print Name: _____ Title: _____

Federal Tax ID Number: _____

Budgets and Schedules for Semester 1 and Semester 2 attached

19-20 WAMS Waterbury Symphony Orchestra Mentor Project Budget			
9/16/19 to 12/20/19; 2/3/20 to 5/22/20			
PROJECTED EXPENSES			
	Total Fee/day	# days in year	Total yearly fee
Monday	456	26	11856
Tuesday	304	28	8512
Wednesday	254	22	5588
Thursday	304	28	8512
Friday	356	25	8900
		# of weeks	
Travel (per week)	50	29	1450
		# months	
Parking			
Strings (\$150/month)	150	8	1200
Band (\$53/week)	53	29	1537
		# of mentors	
Winter & Spring Concert fees for 2 string mentors & 4 band mentors	130	12	1560
Program/Curriculum Support			8000
Guest Artists			1500
		TOTAL:	58615

2019-20 WAMS Music Mentors (band & strings) Budget	SEMESTER 1
projected budget 4/2019	
SEMESTER 1 (weeks Sept 16 - Dec 20, 2018) = 59 days	
STRINGS: Monday - High Strings, Low strings, Period 5, 7 & 8, paid \$152/day	
Tuesday - High Strings, paid \$152/day	
Wednesday - Low Strings, paid \$152/day	
Thursday - High Strings, paid \$152/day	
Friday - Low Strings, paid \$152/day	
BAND: Monday -Percussion, Period 5 (begin. Percussion) 7 & 8, paid \$152/day	
Tuesday - Brass paid \$152/day	
Wednesday - Woodwinds - paid \$102/day	
Thursday - Percussion (period 5, 7, 8) paid \$152/day	
Friday -Woodwinds, paid \$102/day; Brass, paid \$102/day	
PROJECTED EXPENSES	
fees (M-\$456) (T \$304) (W \$254) (Th \$304) (F \$356)	19,934
Travel \$50/wk X 14 weeks	700
Parking (\$150/month x 4 months) - strings; \$53 x 14 weeks - band	1,342
Winter Concert fees for 2 string mentors & 3 band mentors (6x \$130)	780
Curriculum support, general overhead, payroll taxes, insurance	4,000
Total Expenses	\$26,756

SEMESTER 1 INSTRUCTIONAL DAYS		
9/16, 17, (NO 18), 19, 20	4	instructional days
9/23, 24, (NO 25)26, 27	4	instructional days
9/30, 10/1, 2, 3 (NO 10/4)	4	instructional days
10/7, 8, 9, 10, 11	5	instructional days
(NO 10/14) 10/15, 16, 17, 18	4	instructional days
10/21, 22, 23, 24, 25	5	instructional days
10/28, 29,30, 31, 11/1	5	instructional days
11/4, (NO 11/5), 6, 7, 8	4	instructional days
(NO 11/11), 12, 13, 14, 15	4	instructional days
11/18, 19, 20, 21, 22	5	instructional days
11/25, 26 (NO 27, 28, 29)	2	instructional days
12/2, 3, 4, 5, 6	5	instructional days
12/9, 10, (NO 11),12, 13	4	instructional days
12/16, 17, (NO 18), 19, 20	4	instructional days
Total :	59	instructional days

2019-20 WAMS Music Mentors (band & strings) Budget - 2 brass	SEMESTER 2
projected budget 4/2019	
SEMESTER 2 (weeks Feb. 3 - May 22, 2020) = 70 days	
STRINGS: Monday - High Strings, Low strings, Period 5, 7 & 8, paid \$152/day	
Tuesday - High Strings, paid \$152/day	
Wednesday - Low Strings, paid \$152/day	
Thursday - High Strings, paid \$152/day	
Friday - Low Strings, paid \$152/day	
BAND: Monday -Percussion, Period 5 (begin. Percussion) 7 & 8, paid \$152/day	
Tuesday - Brass paid \$152/day	
Wednesday - Woodwinds - paid \$102/day	
Thursday - Percussion (period 5, 7, 8) paid \$152/day	
Friday -Woodwinds, paid \$102/day; Brass, paid \$102/day	
PROJECTED EXPENSES	
fees (M-\$456) (T \$304) (W \$254) (Th \$304) (F \$356)	23,434
Travel \$50/wk X 15 weeks	750
Parking (\$150/month x 4 months) - strings; \$53 x 15 weeks - band	1,395
Winter Concert fees for 2 string mentors & 3 band mentors (6x \$130)	780
Curriculum support, general overhead, payroll taxes, insurance	4,000
Guest artists	1,500
Total Expenses	\$31,859

SEMESTER 2 INSTRUCTIONAL DAYS	
2/3, 4, 5, 6, 7	5 instructional days
2/10, 11, 12, 13, (NO 2/14)	4 instructional days
(NO 2/17) 2/18, 19, 20, 21	4 instructional days
2/24, 25, 26, 27, 28	5 instructional days
3/2, 3, 4, 5 (NO 3/6)	4 instructional days
3/9, 10, 11, 12, 13	5 instructional days
3/16, 17, 18, 19, 20	5 instructional days
3/23, 24, 25, 26, 27	5 instructional days
3/30, 31, (NO 4/1), 2, 3	4 instructional days
(NO 4/6-10) - APRIL BREAK	0 instructional days
4/13, 14, 15, 16, 17	5 instructional days
4/20, 21, (NO 22), 23, 24	4 instructional days
4/27, 28, 29, 30, 5/1	5 instructional days
5/4, 5, 6, 7, 8	5 instructional days
5/11, 12, 13, 14, 15	5 instructional days
5/18, 19, 20, 21, 22	5 instructional days
Total :	70 instructional days



Waterbury Public Schools

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

#13

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

MEMORANDUM

TO: Honorable Board of Education

FROM: William F. Clark, Chief Operating Officer

DATE: July 30, 2019

SUBJECT: Contract with Ambassador Wheelchair Services, Inc. to provide Bus Transportation for Medically Fragile Students and/or Students With Disabilities and/or McKinney-Vento Students for Waterbury Public Schools

Ambassador Wheelchair Services, Inc. has been selected to provide Bus Transportation for Medically Fragile Students and/or Students With Disabilities and/or McKinney-Vento Students for Waterbury Public Schools by a Selection Committee made up of myself, Transportation Coordinator Jeffrey Hunter, IDEA Coordinator Elaine Skoronski and Chief Financial Officer Doreen Biolo. Services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA), are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). However, the department did elect to undertake the process for this large contract which included a Request for Proposal.

Two companies responded to the Request for Proposal, Ambassador Wheelchair Services, Inc. and ECS Transportation. They did not bid on ambulance transport, which is not a subject of this contract. The term is for three years beginning on September 1, 2019 through August 31, 2022 in an amount not to exceed \$1,854,540 over a three year period; \$600,000 for 2019-2020, \$618,000 for 2020-2021 and \$636,540 for 2021-2022.

The District does not have any students who currently need ambulance transportation. Based on the invalid coach and medical livery pricing and the District needs, Ambassador was chosen as the most cost effective and responsive bidder. The Department has used Ambassador in the past and is pleased with the services it provides. The contract is being developed by Corporation Counsel and will be available for your review as soon as possible. Thank you for your consideration.

WFC/mc

cc: Jeffrey Hunter, Elaine Skoronski, Doreen Biolo, File

Instruction

6146(a)

High School Graduation Exit Criteria

High School Graduation Exit Criteria for Graduating Classes of ~~2016~~2020 through 2022

To complete the graduation requirements and receive a high school diploma from the City of Waterbury Public Schools, a student must meet the following requirements: ~~take the Science-CAPT (Science Connecticut Academic Performance Test) in Grade 10, and SB (Smarter-Balanced) or CTAA (Connecticut Alternative Assessment) in grade 11 to satisfy the State Department of Education requirements for the core subjects, and complete the Waterbury Board of Education policy (High School Grading/QPR—#6146.1) for the attainment of 22 Carnegie Units.~~

In the event that the student does not meet the Exit Criteria goal on CAPT or SB or CTAA established by the Board of Education, the student will meet with his/her Guidance Counselor to determine an appropriate course of action for meeting graduation requirements.

Graduation Requirements 22 credits	
4.0	English
3.0	Mathematics
2.0	Science
3.0	Social Studies (1.0 US History & 0.5 Civics)
1.0	Physical Education (0.5 Health)
1.0	Arts and/or Vocational Education
8.0	Open Electives

A student must earn five (5) Carnegie units to be promoted to the 10th grade.

A student must earn ten (10) Carnegie units and have completed the 10th grade to be promoted to the 11th grade.

A student must earn fifteen (15) Carnegie units and have completed three (3) years of high school to be promoted to the 12th grade.

-Twenty-two (22) Carnegie Units ~~and completion of four (4) years of high school~~ are required for graduation. All students must follow the core curriculum as outlined by the Board of Education. Further, if a student has credits withheld due to unexcused absences, in accordance with the Board of Education attendance policy, those credits are declared unearned credits.

Carnegie Units	Meeting Times	C.U.'s Earned
Extended courses	15 periods/per week	3.0 c.u.
Extended courses	10 periods/per week	2.0 c.u.
Lab Sciences courses	6 periods/per week	1.2 c.u.
Regular courses	5 periods/per week	1.0 c.u.
Elective courses	4 periods/per week	.8 c.u.
½ year courses	5 periods/per week	.5 c.u.
½ year courses	4 periods/per week	.4 c.u.

High School Graduation Exit Criteria continued**High School Graduation Exit Criteria for Graduating Classes of 2023 and Beyond**

To complete the graduation requirements and receive a high school diploma from the City of Waterbury Public Schools, a student must meet the following requirements: take the Science CAPT (Science Connecticut Academic Performance Test) in Grade 10, and SB (Smarter Balanced) or CTAA (Connecticut Alternative Assessment) in grade 11 to satisfy the State Department of Education requirements for the core subjects, and complete the Waterbury Board of Education policy (High School Grading/QPR #6146.1) for the attainment of 25 Carnegie Units (Graduation Cohorts 2020 and beyond).

In the event that the student does not meet the Exit Criteria goal on CAPT or SB or CTAA established by the Board of Education, the student will meet with his/her Guidance Counselor to determine an appropriate course of action for meeting graduation requirements.

Graduation Requirements 22 credits

9.0	<u>Humanities (including civics and the arts)</u>
9.0	<u>STEM (Science, Technology, Engineering and Mathematics)</u>
1.0	<u>Foreign Language</u>
1.0	<u>Physical Education and Wellness</u>
1.0	<u>Health and Safety Education</u>
1.0	<u>Mastery-Based Diploma Assessment</u>
3.0	<u>Open Electives</u>

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<u>College & Career Ready 25 credits</u>	<u>Career & Life Skills 25 credits</u>
<u>4.0 English</u>	<u>4.0 English</u>
<u>4.0 Mathematics</u>	<u>4.0 Mathematics</u>
<u>3.0 Science</u>	<u>3.0 Science</u>
<u>3.0 Social Studies</u>	<u>3.0 Social Studies</u>
<u>1.5 Physical Education</u>	<u>1.5 Physical Education</u>
<u>1.0 Fine Arts</u>	<u>1.0 Fine Arts</u>
<u>1.0 Educational Technology</u>	<u>1.0 Educational Technology</u>
<u>3.0 World Languages</u>	<u>2.0 Career & Life Skills Electives</u>
<u>3.0 Open Electives</u>	<u>4.0 Open Electives</u>
<u>1.5 Capstone Experience</u>	<u>1.5 Capstone Experience</u>

A student must earn five-six (65) Carnegie units to be promoted to the 10th grade.

A student must earn ten-twelve (120) Carnegie units and have completed the 10th grade to be promoted to the 11th grade.

A student must earn fifteen-eighteen (185) Carnegie units and have completed three (3) years of high school to be promoted to the 12th grade.

Twenty-five (25) Carnegie Units and completion of four (4) years of high school are required for graduation. All students must follow the core curriculum as outlined by the Board of Education.

Further, if a student has credits withheld due to unexcused absences, in accordance with the Board of Education attendance policy, those credits are declared unearned credits.

Carnegie Units	Meeting Times	C.U.'s Earned
Extended courses	15 periods/per week	3.0 c.u.
Extended courses	10 periods/per week	2.0 c.u.
Lab Sciences courses	6 periods/per week	1.2 c.u.
Regular courses	5 periods/per week	1.0 c.u.
Elective courses	4 periods/per week	.8 c.u.
½ year courses	5 periods/per week	.5 c.u.
½ year courses	4 periods/per week	.4 c.u.

Instruction

6146(c)

Graduation from Waterbury Public Schools implies (1) that students have satisfactorily completed the prescribed courses of study for the several grade levels in accordance with their respective abilities to achieve, (2) that they have satisfactorily passed any examinations and satisfactorily demonstrated the district's performance standards, assessed in part by the statewide mastery examinations, established by the faculty and approved by the Board of Education, and (3) that they have fulfilled the legally mandated number and distribution of credits. Graduation shall not be held until 180 days and 900 hours of actual school work are completed.

The Board of Education, in establishing a graduation date, may establish for any school year a firm graduation date for students in grade twelve which is no earlier than the one-hundred-eighty-fifth day in the Board's adopted school calendar. After April first in any school year the Board may establish a firm graduation date for the school year which, at the time of such establishment provides for at least 180 days of school.

It is expected that the administration of each campus will apply measures of achievement to provide evidence that each student has progressed far enough toward school goals to warrant graduation according to the terms of paragraph #1 above.

The Board of Education shall award a high school diploma to any World War II veteran or veteran of the Korean Hostilities or Vietnam Era veteran requesting such diploma who left high school for military service as defined in the statutes and did not receive a diploma as a consequence of such service.

The Board of Education shall award a high school diploma to any person who (1) withdrew from high school prior to graduation to work in a job that assisted the war effort during World War II, December 7, 1941 to December 31, 1946, inclusive, (2) did not receive a diploma as a consequence of such work, and (3) has been a resident of the state for at least fifty (50) consecutive years.

The Board of Education may grant students high school credit for successful completion of coursework earned from an accredited institution of higher learning taken either during the school year or summer months.

Commencing with the graduating class of 2023 (beginning with the incoming class of 2019-2020) and for each graduating class thereafter, in order to graduate and be granted a diploma, students must satisfactorily complete a minimum of twenty-five (25) credits, including not fewer than (1) nine credits in the humanities, including civics and the arts; (2) nine credits in science, technology, engineering and mathematics; (3) one credit in physical education and wellness; (4)

one credit in health and safety education; (5) one credit in world languages and (6) a one credit mastery-based diploma assessment.

A student shall be excused from the physical education requirement upon presentation of a certificate form a physician or advanced practice registered nurse indicating that participation in physical education is medically contradicted because of the student's physical condition. The credit for physical education may be fulfilled by an elective.

In addition, also beginning with the graduating class of 2023, the Board of Education will provide adequate student support and remedial services for students. Such student support and remedial services shall provide alternate means for a student to complete any of the high school graduation requirements, previously listed if such student is unable to satisfactorily complete any of the required courses or exams. Such student support and remedial services shall include, but not be limited to, (1) allowing students to retake courses in summer school or through an on-line course; (2) allowing students to enroll in a class offered at a constituent unit of the state system of higher education, allowing students who received a failing score, as determined by the Commissioner of Education, on an end of the school year exam to take an alternate form of the exam; and (3) allowing those students whose individualized education plans state that such students are eligible for an alternate assessment to demonstrate competency on any of the five core courses through success on such alternate assessment.

The Board of Education shall grant a student credit towards meeting high school graduation requirements for (1) completing a world-language course provided by a non-profit organization and (2) passing a subject area proficiency test identified and approved by the Commissioner of Education. Up to four credits for a private non-profit world language course shall be granted if the student achieves a passing grade on a test prescribed by the Commissioner of Education. In other subject areas, credit shall be granted, based upon successful passage of the subject area proficiency tests prescribed or identified and approved by the Commissioner of Education,* regardless of the number of hours spent by the student in a public school classroom learning the subject matter.

**The Commissioner, per statute, must prescribe or identify and approve the examinations within available appropriations.*

The fulfillment of the mandated one credit foreign language requirement, beginning with the class of 2023, can include the successful completion of a world language course in grades six seven or eight, or an online course successfully completed, or the successful completion of a course offered privately through a nonprofit provider, provided such student achieves a passing grade on an examination prescribed by the Commissioner and such credits do not exceed four.

All credits earned toward meeting any of the graduation requirements through the successful completion of online courses must fulfill the requirements established in policy #6172.6, "Virtual/On-line Courses."

Per statute (C.G.S. 221a(f)) the determination of eligible credits is at the discretion of the Board of Education, provided the primary focus of the curriculum of eligible credits corresponds directly to the subject matter of the specified course requirements. The Board may permit a student to graduate during a period of expulsion if the Board determines the student has satisfactorily completed the necessary credits. The graduation requirements shall apply to any student requiring special education except when the Planning and Placement Team (PPT) determines the requirement not to be appropriate.

A credit shall consist of not less than the equivalent of a forty-minute class period for each school day of a school year except for a credit or part of a credit toward high school graduation earned (1) at an institution accredited by the Board of Regents for Higher Education or State Board of Education or regionally accredited, (2) through on-line course work or (3) through a demonstration of mastery based on competency and performance standards, in accordance with guidelines adopted by the State Board of Education.

Only courses taken in grades nine through twelve, inclusive, and that are in accordance with the state-wide subject matter content standards, adopted by the State Board of Education shall satisfy the graduation requirements except that the Board may grant a student credit toward meeting the high school graduation requirements upon the successful demonstration of mastery of the subject matter content described in this section achieved through educational experiences and opportunities that provided flexible and multiple pathways to learning, including cross-curricular graduation requirements, career and technical education, virtual learning, work-based learning, service learning, dual enrollment and early college, course taken in middle school, internships and student designed independent studies, provided such demonstration of mastery is in accordance with such state-wide content standards; toward meeting a specified course requirement upon successful completion in grade seven or eight of a course that corresponds directly to the subject matter of a specified course requirement in grades nine through twelve.

Connecticut Seal of Biliteracy

Commencing with the graduating class of 2018, and for each graduating class thereafter, the Board of Education, utilizing criteria established by the State Board of Education, may/shall affix the "Connecticut State Seal of Biliteracy" to a diploma awarded to a student who has achieved a high level of proficiency in English and one or more foreign languages. "Foreign language" means a world language other than English and includes American Sign Language and any other language spoken by a federally recognized Native American tribe. The Board of Education shall include on such student's transcript a designation that the student received the "Connecticut Seal of Biliteracy."

(cf. 5121 - Examination/Grading/Rating)

(cf. 6111 - School Calendar)

(cf. 6146.2 - Statewide Proficiency/Mastery Examinations)

(cf. 6172.6 - Virtual/On-line Courses)

Legal Reference: Connecticut General Statutes

10-5 State high school diploma "honors diploma." Payment of fees; exceptions. (as amended by PA 17-29)

10-5c Board examination series pilot program. Issuance of certificate (as amended by P.A. 13-247 and P.A. 15-215)

10-14n State-wide mastery examination. Conditions for reexamination. Limitation on use of test results. (as amended by Section 115 of PA 14-217)

10-16(l) Graduation exercises. (as amended by P.A. 96-108, An Act Concerning Student Use of Telecommunication Devices and the Establishment of Graduation Dates)

[10-221a High school graduation requirements. \(As amended by P.A. 00-124, An Act Concerning High School Diplomas and Veterans of World War II, P.A. 00-156, An Act Requiring A Civics Course for High School Graduation, P.A. 08-138, An Act Concerning High School Credit for Private World Language Courses and Other Subject Areas, P.A. 10-111, An Act Concerning Education Reform in Connecticut, P.A. 11-135, An Act Concerning Implementation Dates for Secondary School Reform, P.A. 13-57, An Act Concerning Honorary Diplomas for Vietnam Veterans, P.A. 13-122, An Act Concerning Minor Revisions to the Education Statutes, P.A. 13-247, Budget Implementer Bill, P.A. 15-237 An Act Concerning High School Graduation and P.A. 16-4\(SS\), section 310\), PA 17-42, An Act Concerning Revisions to the High School Graduation Requirements and PA 17-29, An Act Concerning Connecticut's Seal of Biliiteracy\)](#)

[10-233\(a\) Promotion and graduation policies. \(as amended by PA 01-166\)](#)

[P.A. 13-108, An Act Unleashing Innovation in Connecticut Schools.](#)

[P.A. 13-247, An Act Implementing Provisions of the State Budget.](#)

[P.A. 15-237 An Act Concerning High School Graduation](#)

[P.A. 17-42 An Act Concerning Revisions to the High School Graduation Requirements](#)

Transfer and Home School Students

[For students who transfer to Waterbury Public Schools from another state, country, school, program, or home-schooling situation, including educational programs that are not aligned with the District's High School's cross curricular and content area graduation standards, the Principal shall evaluate the value of the student's prior educational experiences and determine to what degree the student has met the school's graduation requirements.](#)

[After enrolling in the District, these students will need to satisfy all assessment, proficiency, and graduation requirements in the appropriate subject areas, as determined by the Principal or his/her designee. The Superintendent will ultimately determine whether these students are eligible to receive a diploma. Home-schooled students must have attended a Waterbury Public School High School for a minimum of two \(2\) years or four \(4\) semesters to be eligible for a diploma.](#)

Students Receiving Special Education Services

[Students who successfully meet the District's cross-curricular and content-area graduation standards, as specified in the goals and objectives of their Individualized Education Plans \(IEP\), will be awarded diplomas.](#)

Academic Advancement Program

[The Board of Education permits students in grades eleven and twelve to substitute \(1\) achievement of a passing score on an existing nationally recognized examination as determined by the State Department of Education, or series of examinations approved by the State Board of Education, \(2\) a cumulative grade point average determined by the State Board of Education and \(3\) at least three letters of recommendation from school professionals \(defined in 10-66dd\), for the required high school graduation requirement. The State Board of Education will issue an](#)

Academic Advancement Program Certificate to any student successfully completing such program. The Academic Advancement Program Certificate shall be considered in the same manner as a high school diploma for purposes of determining eligibility of a student for enrollment at a Connecticut public institution of higher education.

The Board of Education shall permit a student to graduate from high school upon the successful completion of the above described academic advancement program.

Participation in Graduation Ceremony

A student must complete all Board of Education requirements for a high school diploma to participate in graduation exercises.

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5126 - Academic Recognition)

(cf. 6146.1 - Grading and Reporting System)

(cf. 6146.12 - Dual Enrollment and Early College)

(cf. 6146.13 - Multiple Pathways)

Legal Reference: Connecticut General Statutes

10-5 State high school diploma; "honors diploma." Payment of fees; exceptions. (as amended by PA 17-29)

10-5c Board examination series pilot program. Issuance of certificate (as amended by P.A. 13-247 and P.A. 15-215)

10-14n State-wide mastery examination. Conditions for reexamination. Limitation on use of test results. (as amended by Section 115 of PA 14-217)

10-16(l) Graduation exercises. (As amended by P.A. 96-108, An Act Concerning Student Use of Telecommunication Devices and the Establishment of Graduation Dates)

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10-233(a) Promotion and graduation policies. (as amended by PA 01-166)

P.A. 13-108 An Act Unleashing Innovation in Connecticut Schools.

[Mastery-Based Learning-Guidelines for Implementation, Connecticut State Department of Education, June 3, 2015.](#)

High School Graduation Exit Criteria continued

(NOTE: Graduating Class is defined as a group of students who started ninth grade for the first time and are expected to graduate in four years. For example, if a student started as a freshman in ~~2015~~ 2019-2020 then their expected graduating class would be 2023~~19~~.)

Legal Reference: Connecticut General Statutes

10-14n Statewide mastery examination. Conditions for reexamination. Limitation on use of test results.

10-16(l) Graduation exercises. (As amended by PA 96-108, An Act Concerning Student Use of Telecommunication Devices and the Establishment of Graduation Dates)

10-221a High school graduation requirements. (As amended by P.A. 00-124, An Act Concerning High School Diplomas and Veterans of World War II, P.A. 00-156, An Act Requiring A Civics Course for High School Graduation, and P.A. 08-138, An Act Concerning High School Credit for Private World Language Courses and Other Subject Areas.

10-233(a) Promotion and graduation policies. (as amended by PA 01-166)

Policy adopted by the Waterbury Board of Education on March 7, 2013, revised on May 7, 2015, revised on September 3, 2015, and revised on August 16, 2018



Equity Policy

Purpose

The purpose of this policy is to establish a framework for educational equity for all students to ensure the elimination of bias, particularly institutionalized racism - and cultural bias, as factors affecting student achievement and learning experiences, and to promote teaching and learning and work environments that welcome, respect, and value strength in diversity.

Equity in education is about inclusiveness and social justice and not to be used interchangeably with the principles of equality. The principle of educational equity goes beyond formal equality where students are treated the same. Instead, educational equity fosters a barrier-free environment in which all students have the opportunity to benefit equally. Equity is achieved when there is sufficient evidence that each child has a high- quality educational experience, and outcomes and successes are not predicated by a student's subgroup.

Definitions

For the purposes of this policy the following terms shall have these meanings:

- A. "Educational equity" means raising the achievement of all students while (1) narrowing the gaps between the lowest and highest performing students, and (2) eliminating the racial or cultural predictability and disproportionality of which student groups occupy the highest and lowest achievement categories including rates of graduation.
- B. "Institutional racism" means the collective failure of a public or private organization, implicitly or explicitly, to provide an appropriate and professional service to people because of their race/, color, language, culture or ethnic origin which can be seen or detected in practices, processes, systems, attitudes and behavior. It looks beyond individual acts of prejudice to the systemic biases that may be built into institutions. These systemic biases discriminate against and disadvantage people of color through unwitting prejudice, ignorance, thoughtlessness, or racial stereotyping while maintaining the privilege of others.
- C. "Diversity" includes characteristics of persons including, but not limited to race/color, culture, language, color, creed or religion, national origin, gender, mental and physical ability, age, marital status, family structure, citizenship status, sexual orientation, sexual expression or identity, economic status, veteran's status, and any other protected class in conformance with federal, state, and local laws.
- D. "District staff" includes all faculty and staff, consultants, and contractors of the Waterbury Public Schools.

Policy

The inclusion of all students and families supports District goals to increase student engagement and academic performance.

Each child and member of the learning community deserves a respectful learning environment in which their cultural, racial, ethnic, and linguistic background is valued and contributes to successful academic outcomes. The responsibility for student success is shared by the Board of Education, District staff, students, families and the community. The Waterbury Public Schools

Equity Policy, continued

is committed to identifying and correcting practices and policies that perpetuate racial disparities and institutional racism in all forms in order to provide all of its students with the opportunity to succeed. Learning and work environments are enriched and improved by the contributions, perspectives, and very presence of diverse participants.

The Waterbury Public Schools is committed to the success of every student in each of our schools and to our mission and vision statements. Persistent achievement and opportunity gaps are unacceptable if we are to meet the goals of these statements and our moral obligations to our students, their families, and our community as a whole. These gaps are contrary to our belief that all children can learn and succeed. Adult actions must not contribute to the perpetuation of inequities that create barriers to student success. Furthermore, adult actions must concentrate on the elimination of gaps, particularly those that are predicated on a student's race, ethnicity, home language, personal characteristics, or culture, and on the assurance of educational equity between students.

The Board is committed to hiring the most qualified employees who will bring their unique talents and skills into the school system. The District shall employ staffing processes that support and promote cultural, racial, ethnic, and linguistic diversity in its staff through recruitment, employment, training and retention of highly qualified employees that reflect the diversity of our students and community. It is important that all students see themselves as part of the education system. As such, the District is committed to increasing the recruitment and retention of highly qualified diverse staff.

The District shall offer opportunities for all staff to improve culturally responsive instructional practices, curriculum, and assessments in order to increase our individual and collective capacity to effectively teach our student population. Practices, procedures and programs that result in over or under representation of any group of students, compared to peers, shall be subject to close review to assure that such results are due to legitimate educational, social or emotional needs. Practices that do not meet this close review shall be modified or eliminated. Teachers, administrators and district staff shall collaborate to establish and implement researched based culturally responsive instructional practices, curriculum and assessments.

The District shall offer opportunities for all staff to improve its cultural competencies in serving a diverse student body and community. The District staff shall work together to increase their individual and collective capacity to effectively teach a culturally, racially and ethnically diverse student population and serve culturally, racially and ethnically diverse families and communities. The District shall provide professional development to staff specifically designed to strengthen employee's knowledge and skills for eliminating opportunity and achievement gaps between groups of students. The District shall seek partnerships with outside agencies, organizations and persons who have demonstrated culturally specific expertise to assist the District in meeting its equitable education and business goals, including, but not limited to: (1) government agencies, (2) non-profit organizations, (3) businesses, and (4) other community groups that support educational equity and cultural competencies.

Equity Policy, continued

The District is committed to promoting and providing equitable distribution of resources, opportunities, facilities and supports, even when this means differentiating resource allocations on the basis of student needs. Resource allocation shall support the definition of educational equity adopted in this policy while complying with state and federal funding mandates.

The District shall promote the diversification of its vendor and supplier corps in accordance with law and district policy.

The Board, Superintendent, and staff commit to using an equity verification protocol to ensure all future policies have a significant impact on the equitable advancement of learning and resource allocation for the success of every child. This commitment also includes conducting assessments on policies that are periodically reviewed and updated through the policy development process.

Responsibility

- A. The Board shall consider the values stated in this policy in conducting its business and in exercising its responsibilities to the people of this community.
- B. The Superintendent shall establish in accordance with this policy such plans and procedures as may be necessary and appropriate to accomplish its purpose and intent. Plans and procedures established shall include clear accountability for actions and oversight.
- C. The Superintendent shall promulgate regulations for the implementation of this policy as deemed necessary.
- D. The Board and Superintendent shall establish specific goals to implement this policy as permitted by law and deemed necessary.
- E. The Superintendent shall annually report to the Board and the community regarding District performance goals on academic achievement and progress toward meeting these goals and closing the achievement gap.
- F. Families are partners with the District in a collaborative effort to address achievement and opportunity gaps.
- G. Students are partners in their academic achievement. School attendance and engagement are essential to reduce achievement and opportunity gaps that exist.
- H. The Board, Superintendent and employees will work with students and families to identify barriers to achievement and opportunities for academic success.

(cf. [0521](#) - Nondiscrimination)

(cf. [1110.1](#) - Parental Involvement)

(cf. [1110.3](#) - School Governance Council)

(cf. [1210](#) - Community Associations)

(cf. [1212](#) - Volunteers)

(cf. [1330](#) or [3515](#) - Use of School Facilities)

(cf. 1205 - Participation by the Public)

(cf. [4111](#) - Recruitment and Selection)

(cf. [4111.1/4211.1](#) - Affirmative Action)

Equity Policy, continued

(cf. [4118.11](#) - Nondiscrimination)
 (cf. [4118.113](#)/4218.113 - Harassment)
 (cf. [4118.3](#) - District Minority Recruitment Plan)
 (cf. [4131](#) - Staff Development)
 (cf. [5118.1](#) - Homeless Students)
 (cf. [5131.911](#) - Bullying/Safe School Climate Plans)
 (cf. 5145.4 - Nondiscrimination)
 (cf. [5145.5](#) - Sexual Harassment)
 (cf. [5145.51](#) - Peer Sexual Harassment)
 (cf. 5145.52 - Harassment)
 (cf. [5145.53](#) - Transgender and Non-Conforming Youth)
 (cf. [5145.6](#) - Student Grievance Procedure)
 (cf. [6115](#) - Ceremonies and Observances)
 (cf. [6121](#) - Nondiscrimination)
 (cf. [6121.1](#) - Equal Educational Opportunity)
 (cf. 6141.21 - Religions in the Public Schools)
 (cf. 6141.22 - Religious Accommodations)
 (cf. [6141.311](#) - Limited English Proficiency Program (English Learners))
 (cf. [6171](#) - Special Education)
 (cf. [9133](#) - Board of Education Advisory Committees)

Legal Reference: Connecticut General Statutes

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

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

[10-153](#) Discrimination on account of marital status.

[17a-101](#) Protection of children from abuse.

Connecticut State Board of Education "Position Statement on Culturally Responsive Education," adopted May 4, 2011

Title VII, Civil Rights Act, 42 U.S.C. 2000e, et seq.

29 CFR 1604.11, EEOC Guidelines on Sex Discrimination.

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

34 CFR Section 106.8(b), OCR Guidelines for Title IX.

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a0 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)

20 U.S.C. 7905 (Boy Scouts of America Equal Access Act contained in No Child Left Behind Act of 2001)

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

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

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

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

The Vietnam Era Veterans' Readjustment Act of 1974, as amended, 38 U.S.C. §4212

Title II of the Genetic Information Nondiscrimination Act of 2008

The Americans with Disabilities Act as amended by the ADA Amendments Act of 2008

Public Law 111-256

Meacham v. Knolls Atomic Power Laboratory 128 S.Ct. 2395, 76 U.S.L.W. 4488 (2008)

Federal Express Corporation v. Holowecki 128 S.Ct. 1147, 76 U.S.L.W. 4110 (2008)

Kentucky Retirement Systems v. EEOC 128 S.Ct. 2361, 76 U.S.L.W. 4503 (2008)

Sprint/United Management Co. v. Mendelsohn 128 S.Ct. 1140, 76 U.S.L.W. 4107 (2008)

Operations Update 2019 Waterbury Public Schools Ready for 2019-20 School Year

Presented by:

William F. Clark, Esq., Chief Operating Officer



Information Technology Projects

2

Wendell Cross/St. Joe's Swing Space

- ▶ Phone System Lines Moved
- ▶ Internet Connectivity- Microwave Bridge Connectivity with Adult Education Temp with Coaxial Backup
 - ▶ Crown Castle is installing Dark Fiber
- ▶ Installation of Security Equipment and Technology
 - ▶ Camera, NetVr, Door Entry, Front Door Video Access, Door Swipe Access and Door Controllers
- ▶ Technology –Smartboards, PC's, Laptops and Printers , Switches and Wireless AP's, Data Rack

Information Technology Projects

3

Welcome Center - Registration Module and Hardware

- ▶ Online Parent Registration portal
- ▶ Streamline pre-registration
- ▶ Accommodate parents/guardians

Voice over I. P. Telephone System

- ▶ Replace legacy phone and voicemail system

Copiers

- ▶ Print Management
- ▶ Follow me printing

Information Technology Projects

4

School Security Projects Moving Forward

- ▶ Upgrade and replace all Analog Camera's
- ▶ Moved to a Server Based Network recording model
- ▶ New door video entry systems
- ▶ Building Principal video monitoring System
- ▶ Upgrade Door Locks and swipe access pads
- ▶ Visitor Management System

Web Site Refresh and Mass Notification Portal Coming Soon

Facilities Programs and Projects

5

Waterbury Public Schools is hosting Summer Programs at the following sites:

Carrington

Reed

West Side

Duggan

Wilby

Crosby

Maloney

Sprague (Parks Program)

Rotella

WAMS

Kennedy

Gilmartin

North End

Wallace

Enlightenment (Parks Program)

Facilities Programs and Projects

6

- ▶ The Food Services Program is operating **40** Summer Feeding Sites serving nearly **4,000** meals per day in the Summer
- ▶ Health Department and StayWell Clinics as well as other Community Partners are cooperating with our Welcome Center providing immunizations and physicals for students and coordinating resources for parents
- ▶ Academic Academy design at Wallace
- ▶ Central kitchen construction underway
- ▶ Four (4) elevator projects moving into construction, 2 more in design
- ▶ Over **650** work orders performed by Trades and Grounds Crews from June 17 to July 30, 2019 while spending less in overtime than prior year due to planning and management oversight

Facilities Projects and Programs

7

St. Joe's Swing Space
Renovation on Schedule



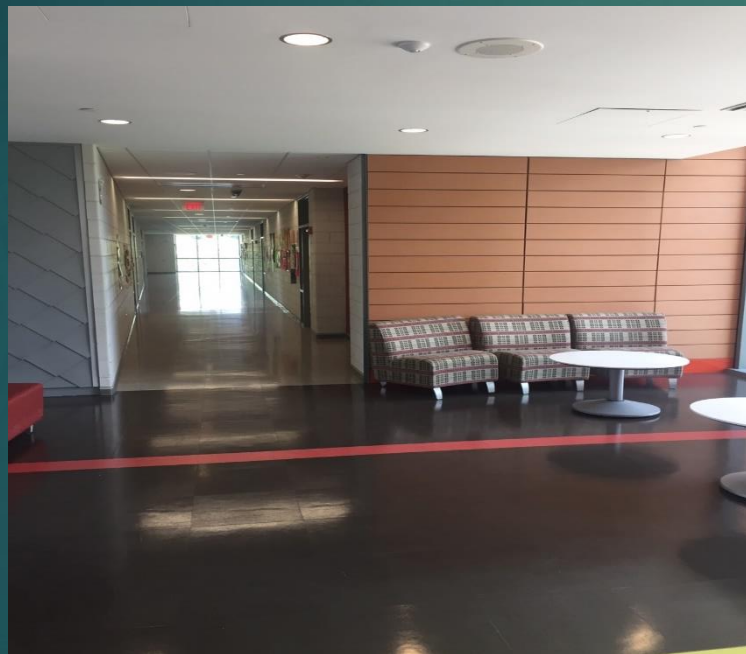
Cleaning and Waxing 2.4M
Square Feet (Sprague Shine)



Facilities Projects and Programs

8

Career High School Hallway



Career Classrooms



Facilities Projects and Programs

9

District Wide Landscaping
“Curb Appeal” (Reed)



District Wide Landscaping
“Curb Appeal” (Bucks Hill)



Personnel and Talent Management Projects Underway or Completed

10

- ▶ Substitute Handbook and Forms - Draft
- ▶ Intern Handbook and Forms - Complete
- ▶ Volunteer Handbook and Forms - Complete
- ▶ Employee Handbook - Draft
- ▶ Diversity Employment & Talent Management Plan - Draft
- ▶ Human Resources Policies and Procedures - In Process
- ▶ Updating all BOE Job Descriptions and Schedule B Job Assignments - In Process
 - ▶ Completed Job Descriptions include Interpreter, Carpenter, Mason, Paraprofessional, Budget Specialist, Director of Communications

Personnel and Talent Management Projects - continued

11

- ▶ Performance Appraisal Form Updates – General Performance Appraisal Form, Maintenance Performance Appraisal Form, Cleaning Area Assessment Form – Complete, Coaches Performance Evaluation - Complete
- ▶ Development of Shared Expectations – Complete
- ▶ Joint Projects with City of Waterbury Human Resources and Civil Service – Updating all job descriptions/format, Workers' Compensation and Return to Work Program, Time and Attendance Policy and Guidelines, Orientation and On-boarding Program – To be developed
- ▶ Supervisor's Guide to Proactive Labor Relations and Supervisor's Guide to Effective Performance Evaluation – Complete and training to be presented

Personnel and Talent Management Projects Underway - continued

12

- ▶ Ongoing work with Talent Management Office to increase representation of minorities and other underutilized groups to include outreach, career fairs, grow your own, finalization and implementation of diversity recruitment, on boarding, upward mobility, succession planning, and retention.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

#17

WORKSHOP: Thursday August 1, 2019 (WAMS)
BOARD MEETING: Thursday, August 15, 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:

GROUP	FACILITIES AND DATES/TIMES
L. Richard	Career Academy 4 th Floor: Thurs., Sept. 5 th 6:00-7:00 pm (CNA Pinning Ceremony) Career Academy media ctr.: Thurs., Oct. 24 th 8am-1pm (SDE Workshop/Medical Career Education) Career Academy media ctr.: Fri., Oct. 11 th 8am-2pm (State HOSA Advisors meeting) Career Academy café: Saturday, March 7 th 7:00am-5:00pm (CT. HOSA Leadership Conference) Career Academy café: Thursday, May 7 th 3:00-8:00 pm (Super Sr. dinner)
Gary Huckins	Wallace media ctr.: 8/28, 9/10, 11/26 6:30-8:30pm (swim program officials meetings)
N. Augelli	Crosby gym: Sept. thru Nov. Tues. & Thurs. 6:00-9:00 pm (Fall League workout)
M. Bergin	Sprague gym: Wed., Oct. 9 th 5:30-7:30 pm (Family Night) Sprague gym: Wed., Nov. 6 th 5:30-7:30 pm (Early Childhood Family Night) Rotella café & 3 classrms.: Fri., Oct. 4 th 8am-3pm (Early Childhood Symposium)
N. Hutchinson	WAMS Café: Wed., Sept. 4 th 4:30-7:30 pm (ice cream social) WAMS lib.: Oct.– June 1 st Tues. each month 6:30-7:30 pm (PTSO meetings) WAMS Atrium: Fri., Oct. 25 th 5:00-8:30pm (middle school Halloween Dance)
P. Leibell	WAMS dance studio: Wed., April 29 th 3:00-9:00 pm (spring dance concert) WAMS dance studio: Thurs., May 28 th 4:00-9:00 pm (dance presentation)
L. Richard	Career Academy Rm.#426: Sat., Feb. 1 st 8:00 am – 12:00 pm (CT. HOSA state officer Interviews) (snow date: Sat., Feb. 8 th)
C. Swain	WAMS media ctr.: Thurs., Sept. 5 th 5-9 pm (Bd. Of Educ. Workshop)

Approved

 Jason Van Stone

 Dr. Verna D. Ruffin
 Superintendent of Schools

Book

SCHOOL PERSONNEL USE ONLY

JUL 22 2019

DATE: 7/11/19

TO: SCHOOL BUSINESS OFFICE

FROM: Hinda Richardson WCA

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

4th Floor

DATES REQUESTED: Thursday Sept 5th

FROM: 6 am/pm TO: 7 am/pm

FOR THE FOLLOWING PURPOSES:

CNA Pinning Ceremony

Hinda Richardson
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.

Spur

SCHOOL PERSONNEL USE ONLY

DATE: July 9th, 2019

TO: SCHOOL BUSINESS OFFICE

FROM: Linda Richard

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

NAME OF SCHOOL REQUESTED: WCA Media Center

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: 10/24/19

FROM: 8 am/pm TO: 1 am/pm

FOR THE FOLLOWING PURPOSES:

SDE - Workshop - Medical Career
Education

Linda Richard
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.

York

SCHOOL PERSONNEL USE ONLY

JUL 9 2019

DATE: July 9th, 2019

TO: SCHOOL BUSINESS OFFICE

FROM: WCA - L. Richard

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

Media Center

DATES REQUESTED: Oct 11th, 2019

FROM: 8:00 am/pm

TO: 2:00 am/pm

FOR THE FOLLOWING PURPOSES:

Annual State HOSA Adviser
meeting

[Signature]
APPLICANT

Please note the following provisions:

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

JUL - 9 2019

Thank

SCHOOL PERSONNEL USE ONLY

DATE: July 9th, 2019

TO: SCHOOL BUSINESS OFFICE

FROM: WCA L. Richard

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms Cafe

DATES REQUESTED: March 7th, 2020 SA Tursday

FROM: 7:00 am/pm

TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

CT HOSA STATE Leadership Conference

* Snow Date
March 14th, 2020.

Richard
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.

JUL 9 2019

SCHOOL PERSONNEL USE ONLY

DATE: July 9th 2019

TO: SCHOOL BUSINESS OFFICE

FROM:

WCA - L. Richard

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

NAME OF SCHOOL REQUESTED:

WCA

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED:

May 7th, 2020

FROM:

3rd

am/pm

TO:

8⁰⁰

am/pm

FOR THE FOLLOWING PURPOSES:

Super Senior Dinner

[Signature]

APPLICANT

Please note the following provisions:

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

2019-2020

JUL - 9 2019

hook

SCHOOL PERSONNEL USE ONLY

DATE: 6-4-19

TO: SCHOOL BUSINESS OFFICE

FROM: Gary Huckins

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

NAME OF SCHOOL REQUESTED: Wallace M.S.

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 8/28, 9/10, 11/26 Media CTR.

FROM: 6:30 am/pm TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Swim Program Officials
Meetings

Gary Huckins
APPLICANT
Sm.

.....
Please note the following provisions:

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

2019 - 2020

JUL 20 2019

Book

SCHOOL PERSONNEL USE ONLY

DATE: 6/12/19

TO: SCHOOL BUSINESS OFFICE

FROM: Nick Augelli - Crosby Boys Basketball

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

NAME OF SCHOOL REQUESTED: Crosby High School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: Sept, Oct, Nov. Every Tuesday, Thursday

FROM: 6 am/pm TO: 9 am/pm

FOR THE FOLLOWING PURPOSES:

Fall League workout with many
Crosby students

Nick Augelli
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.

2019-2020

JUL - 9 2019

SCHOOL PERSONNEL USE ONLY

DATE: 6/21/2019

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Sprague School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: October 9, 2019

FROM: 5:30 am/pm pm TO: 7:30 am/pm pm

FOR THE FOLLOWING PURPOSES:

Family Night with Farmer Minor

Maureen M. Bergin
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.

2019-20

JUL - 9 2019

SCHOOL PERSONNEL USE ONLY

DATE: 6/21/2019

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Sprague School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: Wed. November 6, 2019

FROM: 5:30 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Early Childhood Family Night

Maureen M. Bergin
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.

2019-2020



Quick

SCHOOL PERSONNEL USE ONLY

JUL - 9 2019

DATE: 6/21/2019

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Rotella School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms
Cafeteria + 2 class rooms

DATES REQUESTED: October 4, 2019

FROM: 8:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

Early Childhood Trauma Symposium

Maureen Bergin
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.

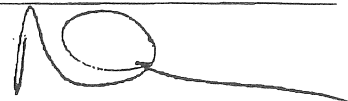
JUN 11 2019

SCHOOL PERSONNEL USE ONLYDATE: 6/11/19

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS PTSO

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

NAME OF SCHOOL REQUESTED: WAMS☐ Auditorium☐ Gymnasium☐ Swimming Pool☒ Café/RoomsDATES REQUESTED: Sept 4th 2019FROM: 4:30 ~~am~~/pm TO: 7:30 ~~am~~/pmFOR THE FOLLOWING PURPOSES:Icecream social for students,
staff and parents
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.

JUN 11 2019

SCHOOL PERSONNEL USE ONLYDATE: 6/11/19

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS PTSO

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

NAME OF SCHOOL REQUESTED: WAMS☐ Auditorium☐ Gymnasium☐ Swimming Pool☒ Café/Rooms

Library

DATES REQUESTED: Oct 1st, Nov 6th, Dec 3rd, Jan 7th, Feb 4thFROM: 6:30 ~~am~~/pm TO: 7:30 ~~am~~/pmMarch 3rdApril 7thMay 5thJune 2nd

FOR THE FOLLOWING PURPOSES:

PTSO Monthly meetings

 APPLICANT

Nichola Hutchinson
PTSO President
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.

JUN 11 2019

*Yank*SCHOOL PERSONNEL USE ONLYDATE: 6/11/19

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS PTSO

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

NAME OF SCHOOL REQUESTED: WAMS☒ Atrium
☒ Auditorium☐ Gymnasium☐ Swimming Pool☐ Café/RoomsDATES REQUESTED: October 25th 19FROM: 5 ~~am~~/pm TO: 8:30 ~~am~~/pmFOR THE FOLLOWING PURPOSES:Middle school Halloween Dance

APPLICANT

Nicholas Hutchinson
PTSOPlease 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.

JUN 11 2019

SCHOOL PERSONNEL USE ONLYDATE: 6-14-19

TO: SCHOOL BUSINESS OFFICE

FROM:

Peter J. Leibel

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

NAME OF SCHOOL REQUESTED: WAMSPA Building - Large Dance☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

DATES REQUESTED: 4-29-20FROM: 3:00 am/pmTO: 9:00 am/pmFOR THE FOLLOWING PURPOSES:Spring Dance ConcertPeter J. Leibel
APPLICANTP LeibelPlease 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.

JUN 11 2019

SCHOOL PERSONNEL USE ONLYDATE: 6/14/19

TO: SCHOOL BUSINESS OFFICE

FROM: Cheryl Wirth

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

NAME OF SCHOOL REQUESTED: WAMS☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

by danceDATES REQUESTED: 5-28-20FROM: 4

am/pm

TO: 9

am/pm

FOR THE FOLLOWING PURPOSES:Performance Presentation for choreography
students' work
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.

Lyok

SCHOOL PERSONNEL USE ONLY

JUL 24 2019

DATE: 7/24/19

TO: SCHOOL BUSINESS OFFICE

FROM: Linda Richard

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Room 426
☒ Cafeteria/Rooms

DATES REQUESTED: Sat Feb 1st * Snowdate 2/8

FROM: 8 am/pm

TO: Noon am/pm

FOR THE FOLLOWING PURPOSES:

CT - HOSA State officer Interviews
*

Linda Richard
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.

Hook

REQUEST FOR USE OF SCHOOL FACILITIES

School/City Personnel Use only

JUL 25 2019

TO: S. McCasland, School Business Office

FROM: Carrie Swain, Clerk Board of Education
(name/title) (school/department)

DATE: July 25, 2019

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

NAME OF SCHOOL REQUESTED: WAMS Media Center

Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café ☐

Rooms ☐ _____

DATES REQUESTED:

Thursday, September 5, 2019

From: 5:00 p.m. to: 9:00 p.m.'sh

For the following purpose: Location change for BOE Workshop meeting from W. Cross to WAMS Media Center.

July 25, 2019
Date

Carrie A. Swain
Applicant's Signature

PLEASE NOTE THE FOLLOWING PROVISION: When the public is invited to an activity, police and firemen are required. These arrangements must be made in person at police and/or fire headquarters.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, August 1, 2019 (WAMS)
BOARD MEETING: Thursday, August 15, 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
<u>Ticket to Broadway</u> <u>Lori Brown</u>	<u>Rotella aud. & café: Mar. 6th 5-9pm ; Mar. 7th & 8th 7am -10pm</u> <u>(annual dance competition)</u>
<u>Valley Chordsmen</u> <u>Gabriel Riccio</u>	<u>Rotella aud. , music rm.: Nov. 14th (rehearsal 5-10pm) and</u> <u>Nov. 16th (performance 5-10pm)</u>
<u>U.S.A. Wildcats</u> <u>C. Thomas</u>	<u>Crosby gym: Sun., Nov. 24th 10:00am-2:00pm</u> <u>(showcase exhibition cheerleading teams)</u>
<u>Yeshiva Hatorah</u> <u>Rabbi Ari Reiss</u>	<u>Crosby pool: Nov.-Mar. Saturdays 7-9 pm</u> <u>(students exercise swim program)</u>
<u>Sacred Heart H.S.</u> <u>M. Madden</u>	<u>Kennedy pool: August 29-Mar. 20, 2020 Mon. -Fri. 4:15-6:15pm</u> <u>and Saturdays 8-10am</u>

REQUESTING WAIVERS:

<u>Town Plot Sports</u> <u>Dennis Cronin</u>	<u>West Side gym: Sept. to March 8:30am-12:30pm</u> <u>Sat. & Sun. (basketball program) (\$9,660.)</u>
<u>Neighborhood Housing</u> <u>Services</u> <u>Kevin Taylor</u>	<u>Reed gym, café, lib.: Sat., October 12th 7am – 4pm</u> <u>(Health Fair) (\$840.)</u>
<u>Waterbury Knights</u> <u>S. Clements</u>	<u>Crosby gym, café, aud.: Sat., Oct. 12th 8am-7pm</u> <u>(annual cheerleading competition) (\$1,008.)</u>
<u>Yeshiva Hatorah</u> <u>Rabbi Ari Reiss</u>	<u>Crosby gym: Nov.-Mar. 7 Saturdays 7-9 pm</u> <u>(students exercise activity) (\$882.)</u>

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

Town Plot Sports	West Side gym: Wed. & Thurs. Oct. 2 nd to Mar. 12 th
Dennis Cronin	5:30-8:00 pm (basketball program)
CT. Dept. of Transportation	Kennedy aud.: Tues., Sept. 10 th 5:00-9:00 pm
Sebastian Cannameta	(Public Meeting re: State Project 80-128 Middlebury, CT)
Girl Scouts of CT.	Regan café: Sept. to May meeting on 2 Mondays each month
Carole Roy	6:00-8:00 pm
Child Evangelism Fellowship	Sprague classrm.: Sept. thru June Mondays 2:30-4:00pm
Brian Evelich	(Good News Club)
Waterbury Unico	Kennedy conference rm.: Sept. thru June
P. Varanelli	second Tuesday each month 6:30-8:30 pm (meetings)
Wtby. Patriots	Generali gym: Sept. 9 th – Dec. 20 th Mon., Wed., Fri.
T. Inabinett	6-8 pm (cheerleading practice)

MONIES COLLECTED TO DATE:

\$ 100,730.15

Approved:

Jason Van Stone

Dr. Verna D. Ruffin
Superintendent of Schools

These activities are completed and have been billed:

Wild About Dance
Triple Threat Dance
Woodbury Ballet
Heart & Sole Dance

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

JUL - 8 2019

CONTRACT#

APPLICANT Lori Brown NAME OF ORGANIZATION Ticket to Broadway
ADDRESS Pc Box 301 Riller Pa 19678 TELEPHONE # 724-972-3290
(street) (city) (state) (zip code)
SCHOOL REQUESTED Retella DATES MARCH 6 7 8 2019 ROOM(S) Auditorium, Cafe
OPENING TIME 9:00 AM CLOSING TIME NO PURPOSE Dance competition
ADMISSION (if any) NO CHARGE TO BE DEVOTED TO NO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250 CHILDREN 150
SIGNATURE OF APPLICANT [Signature] DATE 6/30/2019

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

LORI BROWN 724-972-3290
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Signature] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ 500

INSURANCE COVERAGE

YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

2019-2020 sch. yr.

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

APR 1 2019

APPLICANT Gabriel F. Riccio NAME OF ORGANIZATION Valley Chordsmen
ADDRESS 195 Case St., W Granby, CT 06090 TELEPHONE # (203) 510-9834
(street) (city) (state) (zip code)
SCHOOL REQUESTED Rotella DATES 11/14/19, 11/16/19 ROOM(S) Auditorium, Music Room
OPENING TIME 5:00 PM CLOSING TIME 10:00 PM PURPOSE Dress Rehearsal and Show Performance
ADMISSION (if any) \$20/adults, \$15/others CHARGE TO BE DEVOTED TO Community Based Non-Profits
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 275 CHILDREN 50
SIGNATURE OF APPLICANT Gabriel F. Riccio DATE 4/1/19

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

Gabe Riccio (Same as above)

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

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

RENTAL FEES:

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

SECURITY DEPOSIT \$ 250. INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

11/14
Rehearsal

11/16
Performance

2019-20

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#

JUL - 1 2019

APPLICANT Cheryl Thomas NAME OF ORGANIZATION USA Wildcats
ADDRESS 8 Lindsley St Waterbury CT 06708 TELEPHONE # 203-592-0454
(street) (city) (state) (zip code)
SCHOOL REQUESTED Crosby DATES Sun 11/24/19 ROOM(S) gymnasium
OPENING TIME 10:00 AM CLOSING TIME 2:00 PURPOSE showcase exhibition cheer teams
ADMISSION (if any) \$10 CHARGE TO BE DEVOTED TO defray costs
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 400 CHILDREN 150
SIGNATURE OF APPLICANT Cheryl Thomas DATE 6/26/19
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Cheryl Thomas 8 Lindsley St Waterbury 06708 203-592-0454
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 per cust.

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ 1500.- INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

Book

6102 82 700

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

CONTRACT#

APPLICANT Yeshiva Yesodei Habrah NAME OF ORGANIZATION Yeshiva Yesodei Habrah
ADDRESS 31 Ran Drive Naugatuck CT 06770 TELEPHONE # 203-573-1801
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby HS DATES (See attached Schedule) ROOM(S) Pool / Swim

OPENING TIME 7 pm CLOSING TIME 9 PM PURPOSE Student free style play activity

ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO _____

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

SIGNATURE OF APPLICANT Ari Reiss DATE 7/22/19

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

Eran Netkin 323-842-7058 Rabbi Ari Reiss - 323-240-37

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: \$43 / HR.

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 250 INSURANCE COVERAGE ✓ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

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

Date	Activity
------	----------

9-Nov	SWIM
-------	------

23-Nov	SWIM
--------	------

14-Dec	SWIM
--------	------

4-Jan	SWIM
-------	------

18-Jan	SWIM
--------	------

8-Feb	SWIM
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Feb-29	SWIM
--------	------

Book

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

JUL 25 2019

CONTRACT#

APPLICANT Sacred Heart High School NAME OF ORGANIZATION Girls' and Boys' Swim + Dive Teams

ADDRESS 142 S. Elm St. Wtby CT 06706 TELEPHONE # (203) 753-1605
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy HS Pool DATES August 29, 2019 - March 20, 2020 ROOM(S) John Reardon Pool

OPENING TIME 4:15 pm CLOSING TIME 6:15 pm PURPOSE Practices and meets (meet times may vary)

ADMISSION (if any) \$5 at meets CHARGE TO BE DEVOTED TO athletic programs

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 35

SIGNATURE OF APPLICANT [Signature] DATE 7-25-19

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Girls' Season Coach Lindsay Osborn (203) 910-1624 / ATHLETIC DIRECTOR
Boys' Season Coach Shea Moriarty (203) 233-7743 / MIKE MADDOEN
(203) 206-4495

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. [Initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$73/HR.

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ [Signature] INSURANCE COVERAGE [Signature] YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

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

Monday - Friday
4:15 - 6:15 pm
Saturday
8-10 am

Book

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

CONTRACT# JUL - 9 2019

APPLICANT DENNIS CRONIN NAME OF ORGANIZATION TOWN PLAT SPORTS
ADDRESS 4 HUNTINGDON PL. WTBY CT 06708 TELEPHONE # 203-600-4700
(street) (city) (state) (zip code)

SCHOOL REQUESTED WEST SIDE MIDDLE DATES see Attached ROOM(S) Gymnasium
OPENING TIME 8:30 AM CLOSING TIME 12:30 pm PURPOSE BASKETBALL
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6 CHILDREN 15
SIGNATURE OF APPLICANT Dennis Cronin DATE JULY 8, 2019

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: DENNIS CRONIN
4 HUNTINGDON PL. WTBY CT 06708 203-600-4700

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 (\$960.00)
RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 200 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.

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with 2019 Building Permit)

APPLICANT/ORGANIZATION: TOWN PLOT SPORTS/DENNIS CROWIN

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: WEST SIDE MIDDLE SCHOOL/GYMNASIUM

DATE(S): SEPT 7, 14, 28

TIMES: 8:30 - 12:30

DATE(S): OCT 5, 6, 12, 13, 19, 20, 26, 27

TIMES: 8:30 - 12:30

DATE(S): NOV 2, 3, 9, 10, 16, 17, 23, 24

TIMES: 8:30 - 12:30

DATE(S): DEC 7, 8, 14, 15, 21, 22

TIMES: 8:30 - 12:30

DATE(S): JAN 4, 5, 11, 12, 18, 19, 25, 26

TIMES: 8:30 - 12:30

DATE(S): FEB 1, 2, 8, 9, 15, 16, 22, 23, 29

TIMES: 8:30 - 12:30

MARCH 1, 7, 8, 14, 15

8:30 - 12:30

JULY 8, 2019

Date

Dennis Crowin

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

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

2019-2020

JUN 12 2019

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

CONTRACT#

APPLICANT Kevin T. TaylorNAME OF ORGANIZATION NHS of WaterburyADDRESS 193 Grand St., 3rd fl. Waterbury CT 06702 TELEPHONE # 203.753.1896 ext. 15
(street) (city) (state) (zip code)SCHOOL REQUESTED Jonathan Reed DATES Oct. 12, 2019 ROOM(S) Gymnasium, Cafetorium, and LibraryOPENING TIME 7AM CLOSING TIME 4PM PURPOSE Health FairADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/AAPPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 500 CHILDRENSIGNATURE OF APPLICANT [Signature] DATE 06/13/19

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

(Same)

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 2 (\$840.)

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. 574-5963 FIRE DEPT. 597-3452

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

ITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE EPT. 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.

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

PROVAL 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.

I us 4P
7-23-19

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

APPLICANT/ORGANIZATION: Neighborhood Housing Services of Waterbury, Inc.

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Jonathan Reed/Gymnasium, Cafetorium, Library

DATE(S): 12/12/19

TIMES: 7AM - 4PM

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

06.13.2019

Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 840. ✓
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

2019-2020

JUN 12 2019

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

CONTRACT#

APPLICANT Shengquaya Clements NAME OF ORGANIZATION Wilby Knights
ADDRESS 129 Washington St. (street) 2nd (city) CT (state) 06706 (zip code) TELEPHONE # 203-819-3766
SCHOOL REQUESTED Crosby DATES 10/12/19 ROOM(S) Gym, Cafe, Auditorium
OPENING TIME 8am CLOSING TIME 7pm PURPOSE Annual cheer competition
ADMISSION (if any) Q CHARGE TO BE DEVOTED TO Q
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 150
SIGNATURE OF APPLICANT Sclements DATE 6/12/19
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. (SC) (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR SERVICE PERCENT 2 (\$1,008.)

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.

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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).

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

4-30-19
F4P
X 49

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



APPLICANT/ORGANIZATION: Wyby KnightS

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gym, Cafe, Auditorium

DATE(S): 10/12/19

TIMES: 8am - 7pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

10/12/19
Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 1,008.15
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

JUL 23 2019

CONTRACT#

Back ✓
APPLICANT Yeshiva Yesodei Hatorah NAME OF ORGANIZATION Yeshiva Yesodei Hatorah
ADDRESS 31 Ran Drive Naugatuck CT 06770 TELEPHONE # 203-573-1801
(street) (city) (state) (zip code)
SCHOOL REQUESTED Crosby HS DATES (See attached Schedule) ROOM(S) Gym
OPENING TIME 7pm CLOSING TIME 9pm PURPOSE Student free style play activity
ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15
SIGNATURE OF APPLICANT Ari Reiss DATE 7/22/19

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

Eran Nofkin 323-842-7058 Rabbi Ari Reiss - 323-240-37
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 (\$880.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ 250 INSURANCE COVERAGE ✓ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with State Building Permit)

APPLICANT/ORGANIZATION: Yeshiva Yesodei Hatorah

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gym

DATE(S): Nov. 16

TIMES: 7-9 pm

DATE(S): Dec. 7, 21

TIMES: "

DATE(S): Jan. 11, 25

TIMES: "

DATE(S): Feb. 15

TIMES: "

DATE(S): MAR. 7

TIMES: "

DATE(S): _____

TIMES: _____

7/22/19

Date

Ari Reiss

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

882.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST: _____

Clerk, Board of Education

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

CONTRACT# JUL - 9 2019

APPLICANT DENNIS CRONIN NAME OF ORGANIZATION TOWN PLAT SPORTS

ADDRESS 4 HUNTINGDON PL. WTBY CT 06708 TELEPHONE # 203-600-4700
(street) (city) (state) (zip code)

SCHOOL REQUESTED WEST SIDE MIDDLE DATES WEDS. & THURS. OCT 2 - MARCH 12 ROOM(S) GYMNASIUM

OPENING TIME 5:30 CLOSING TIME 8:00 PURPOSE BASKETBALL

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6 CHILDREN 15

SIGNATURE OF APPLICANT Dennis Cronin DATE JULY 8, 2019

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

4 HUNTINGDON PL. WTBY CT. 06708 203-600-4700

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 200 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).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

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#

JUL 18 2019

APPLICANT SEBASTIAN CANNAMELA NAME OF ORGANIZATION D. O. T.
ADDRESS 2800 Berlin Turnpike Newington CT TELEPHONE # 860-594-2698
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kennedy DATES 9/10/2019 ROOM(S) Auditorium
OPENING TIME 5pm CLOSING TIME 9pm PURPOSE meeting - Public Inso.
ADMISSION (if any) — CHARGE TO BE DEVOTED TO —
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS PUBLIC CHILDREN —
SIGNATURE OF APPLICANT [Signature] DATE 7/17/2019
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: —

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).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE —

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

need - MIC

JUL 18 2019

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

CONTRACT#

APPLICANT Carmel Bay / Trapp 183 NAME OF ORGANIZATION Gail Scouts of CT

ADDRESS 4 Mountain Laurel Dr. Waterbury, CT 06704 TELEPHONE # 203-510-0082
(street) (city) (state) (zip code)

SCHOOL REQUESTED Perkin Elementary DATES see attached ROOM(S) Cafeteria

OPENING TIME 6:00 PM CLOSING TIME 8:00 PM PURPOSE Gail Scout meetings

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20

SIGNATURE OF APPLICANT Carmel Bay DATE 7/11/19

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

Carmel Bay 4 Mountain Laurel Dr. Waterbury, CT 06704 Director of
In the event that the Board of Education should need to resort to legal proceedings to collect Member
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's Experiences
fees and court costs associated with said proceedings. (M) (PLEASE INITIAL) of SoFeT

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

School use dates for Troop 61183 for school year 2019-2020:

9/23/19 ✓
10/7/19 ✓
10/21/19 ✓
11/4/19 ✓
11/18/19 ✓
12/2/19 ✓
12/16/19 ✓
1/13/20 ✓
1/27/20 ✓
2/10/20 ✓
2/24/20 ✓
3/9/20 ✓
3/23/20 ✓
4/6/20 ✓
4/20/20 ✓
5/4/20 ✓
5/18/20 ✓

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

JUL 18 2019

CONTRACT#

501 (c) 3 Organization

APPLICANT Brian Evelich (CEF State Director) NAME OF ORGANIZATION Child Evangelism Fellowship of CT

ADDRESS 1245 Thomaston Avenue, Waterbury CT 06704 TELEPHONE # 203-598-2641
(street) (city) (state) (zip code)

SCHOOL REQUESTED Sprague DATES Mondays through school year ROOM(S) Same room as prior 4' years

OPENING TIME 2:30 pm CLOSING TIME 4:00 pm PURPOSE CEF Good News Club

ADMISSION (if any) None CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 6 CHILDREN Had 29 children enroll last year

SIGNATURE OF APPLICANT Brian Evelich DATE _____

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Sherry Richardson, First Assembly of God Waterbury, 1245 Thomaston Ave. Waterbury, CT 06704 Deposit to be paid by and returned to 203-598-2641

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)

Expressed and no fee for non-profit by Superintendent Ouellette

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 250.00 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 574-6210 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.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

2019-2020
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#

JUN 27 2019

Book
APPLICANT Patricia Varanelli NAME OF ORGANIZATION Waterbury UNICO
ADDRESS 102 Ridgewood Dr Middlebury CT 06762 TELEPHONE (203) 577-8877
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy H.S DATES See attached ROOM(S) Conference Room
OPENING TIME 6:30 PM CLOSING TIME 8:30 PM PURPOSE UNICO Bd Meeting
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10-12 CHILDREN 0

SIGNATURE OF APPLICANT Patricia A. Varanelli DATE 6/21/19

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

Frank Travisciolo President Waterbury UNICO (203) 819-1282

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. (PAU) (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY OK

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.

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Waterbury UNICO

2019-2020 Meeting Schedule

Tuesday September 10, 2019

Tuesday October 8, 2019

Tuesday November 12, 2019

Tuesday December 10, 2019

Tuesday January 14, 2020

Tuesday February 11, 2020

Tuesday March 10, 2020

Tuesday April 14, 2020

Tuesday May 12, 2020

Tuesday June 9, 2020

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
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CONTRACT# JUN 27 2019

APPLICANT Larry Inabinett NAME OF ORGANIZATION Waterbury Patriot
ADDRESS 245 Colonial Ave 9-B Waterbury CT 06704 TELEPHONE # 203-982-6447
(street) (city) (state) (zip code)
SCHOOL REQUESTED General DATES Sept - Dec ROOM(S) Gymnasium
OPENING TIME 6pm CLOSING TIME 8pm PURPOSE Checkleading Practice
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 30
SIGNATURE OF APPLICANT [Signature] DATE 6/19/19
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. [Signature] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ ✓ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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Communications



Packet week ending 7/30/19

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of Advocacy Highlights
<noreply@cabe.myenotice.com>
Sent: Tuesday, July 23, 2019 3:02 PM
To: Carrie Swain
Subject: CABA Advocacy Highlights - July 23, 2019

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



July 23, 2019

Patrice McCarthy, Deputy Director and General Counsel
Sheila McKay, Senior Staff Associate for Government Relations

The Legislature concluded its work on education bills yesterday in special session by passing the school construction bill. **SB 1210** is reported to be the smallest school construction package in years.

Below are the proposals that were also in the bill:

School Building Committee Membership (§ 3)

The bill requires that any town- or regional school district established school building committee include at least one member with experience in the construction industry, if such committee will receive state reimbursement for a school building project.

Diversity School Project Reimbursement Rate (§§ 4 & 5)

The bill changes the state grant reimbursement rate for diversity school construction projects from 80% of reasonable project costs to the town's standard reimbursement rate (anywhere from 10% to 70% for new construction, depending upon the town's wealth) plus an additional 10 percentage points. By law, diversity school projects are intended to address an existing student enrollment racial disparity in the school district by creating a new school that is open to enrollment from all students across the district.

School Construction Contracting (§ 6)

The bill makes several changes to the law addressing how school construction contracts are awarded for construction management services, architectural services, and other consultant services. By law, most contracts and orders for school building construction receiving state assistance must be awarded to the lowest responsible qualified bidder following a public bidding invitation. The law provides exceptions for contracts for construction management and architectural services, which instead must be awarded from a pool of up to the four most responsible qualified proposers after a public selection process.

Construction Management Services.

The bill allows awarding authorities (e.g., boards of education), upon the written approval of the DAS commissioner, to permit a construction manager to self-perform part of the construction work if the authority and the commissioner determine that the manager's self-performance will be more cost effective than using a subcontractor. It expands the evaluation criteria awarding authorities must use to select construction managers to include whether the proposer intends to self-perform any project element and the benefit to the awarding authority that will result from the self-performance.

Under the bill, all work not performed by the construction manager must be performed by trade subcontractors selected by a process the awarding authority and the commissioner approve. The bill requires that the construction manager's contract include a guaranteed maximum price for the cost of construction, which must be determined within 90 days after the selection of the trade subcontractors. It prohibits construction from beginning before this determination, except for work relating to site preparation and demolition.

Architectural Services.

The bill modifies the evaluation criteria that must be used to determine the most responsible and qualified proposers for architectural services. Under existing law, the criteria include consideration of, among other things, the proposer's organizational and team structure. The bill requires that the criteria used to evaluate this structure include consideration of any subcontractors to be used by the proposer.

Other Consultant Services.

The bill subjects orders and contracts for other consultant services to the same requirements as those for architectural services (e.g., that they be awarded from a pool of up to the four most responsible qualified proposers after a public selection process). Other consultant services include those rendered by an owner's representatives, construction administrators, program managers, environmental professionals, planners, and financial specialists. Under the bill, costs associated with an order or contract for these consultant services are ineligible for state financial assistance unless the order or contract receives prior approval from the DAS commissioner.

EMERGENCY CONSTRUCTION GRANTS

The bill expands the types of projects eligible for emergency construction grants. (Unlike priority list projects, these do not require legislative approval.) By law, emergency grants can be made for certain reasons, such as correcting safety, health, and other code violations; replacing roofs; and making repairs due to fire or other catastrophe. The bill additionally allows these grants for school security projects, including improvements to existing security infrastructure or installing new security infrastructure.

Sheila McKay
Sr. Staff Associate for Government Relations
Connecticut Association of Boards of Education
860 571-7446

Websites of Interest

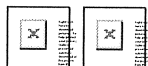
www.ct-n.com - videotaped coverage of legislative activities, including sessions. Live coverage as well as archived.

www.cga.ct.gov - legislative home page, education committee site.

www.state.ct.us/sde - state department of education site.

www.whatwillourchildrenlose.com - What Will Our Children Lose - Coalition Education Organizations

www.nsba.org - National School Board Association.



Connecticut Association of Boards of Education

81 Wolcott Hill Road
Wethersfield, CT 06109
860-571-7446 or 800-317-0033
Fax: 860-571-7452



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

July 26, 2019

Volume 19 – Issue #3

Study Reports Youth Suicide Prevalence Reaches High Point: A recent study in the Journal of the American Medical Association showed that adolescents ages 15 to 19 and young adults ages 20 to 24 had suicide rates of 11.8 per 100,000 and 17 per 100,000 in 2017, respectively, both of which are the highest percentages since 2000. Researchers also found a 14.2% annual increase in suicide prevalence among teen boys between 2015 and 2017, compared with an 8.2% annual increase among teen girls between 2010 and 2017.

The research involved data on deaths in the United States among 15 to 24-year-olds between 2000 and 2017. The data came from the US Centers for Disease Control and Prevention's database.

Among teens 15 to 19, the suicide rate was 8 per 100,000 people in 2000 and then increased to 11.8 per 100,000 in 2017. Among young adults 20 to 24, the suicide rate was 12.5 per 100,000 people in 2000 and then rose to 17 per 100,000 in 2017, the data showed. Overall in 2017, there were 6,241 suicides among young people aged 15 to 24, of whom 5,016 were young men and 1,225 were young women, the researchers found.

While the research highlights a dramatic surge in suicide rates among young people, "this is unfortunately not a surprise," said Nadine Kaslow, a professor of psychiatry and behavioral sciences at the Emory University School of Medicine and chief psychologist at the Grady Health System in Atlanta. Identifying why there has been an increase remains a topic of interest among experts, she added, but it appears to be multifactorial.

"There have been a number of things that people have talked about lately. One is just sort of increasing rates of psychological pain or psychological distress in young people – more anxiety and more depression – and I think that's for a number of reasons," Kaslow said.

Some reasons, Kaslow said, could be that family and community structures may not be as tight-knit as in the past, leading to increased risk, or that the increased use of technology has led to young people spending less time on cultivating rich, in-person relationships and more time being exposed to possible cyberbullying.

I don't think it's the using of technology that's the problem, but I think it can be how that affects your relationships and the cyberbullying issue," she said. "There's growing evidence now that cyberbullying is associated with depression, with self-harm and suicidal thoughts and even death by suicide."

Source: "Suicide rates among America's young people continue to soar, study shows," by Jacqueline Howard, CNN, June 18, 2019

Policy Implications: C.G.S. 10-221(e) states that “each local and regional board of education shall adopt a written plan and procedures for dealing with youth suicide prevention and youth suicide attempts.” Policy #5141.5, “Youth Suicide Prevention and Youth Suicide Attempts” and its accompanying administrative regulation fulfills this mandate.

Related to the contents of this study is the issue of bullying and cyberbullying. Bullying and safe school climate are covered in policy #5131.911. A separate policy pertaining to cyberbullying is policy #5131.913.

Understanding the Policy Updating Process: Boards of education govern through written policy. These policies carry the force and effect of law. Therefore, it is important for boards of education to focus on its governance role, and to understand the policy updating process in addition to the differences between the board’s policy governance role and the administration’s role in implementing board policy. The board policy manual is the voice of the board to the staff, students and community.

Constantly changing state and federal legislation, regulations, judicial decisions, and community values results in the need to frequently update the board’s policy manual. A policy manual is never finished. Like curriculum, it constantly requires attention.

CABE’s quarterly publication, “*Policy Update Service*” provides information helpful to boards in meeting the need to keep the policy manual up-to-date. Information is provided pertaining to legally required policy language, recommended and optional policy language for consideration, legal references and sample administrative regulations and exhibits.

In addition to CABE’s sample material, members of the board, the superintendent, staff, community members, or attorney may recommend changes or additions to the policy manual as well.

The adoption of a policy serves to supersede all previously adopted versions of that policy. The adoption date should be listed at the bottom of each adopted policy. The date represents the board meeting at which the policy was adopted and also recorded in the official minutes of the board’s meeting. Some boards also list all revision history dates at the bottom of a policy. That is permissible. However, the most important date is the very last one representing the most current board action.

Most districts, by virtue of their bylaws, require a policy to go through a first and second reading. This allows time for staff and community input. State law does not require two readings. Check with your bylaws.

The board of education deals with its broad issues of responsibility through the policy statements it adopts. The administrative regulations are the specific procedures that will implement the policy and they are the responsibility of the superintendent. The superintendent is a partner with the board in the policy development process. However, it is surely his/her responsibility to see that policy is implemented with administrative regulations, sometimes also referred to as procedures or guidelines. The purpose of administrative regulations is to fill in broad policy statements with the details that ensure that what the board wants done, actually happens.

This approach provides the district with needed flexibility. Regulations can be easily changed whenever required by changes in the law, when a problem is discovered, or when a new approach to the implementation of a policy is desired. In contrast, board policies and bylaws usually require a minimum of two readings before a policy or bylaw can be adopted or revised and this usually involves weeks or months.

Regulations are practical, specific to each district and at times specific to school levels in a district. They are formulated by personnel within the district to suit the district's particular needs. Whereas policy answers the broader questions of what is wanted and may, also, indicate why and how much, regulations should state precisely how often, exactly how many, where, etc. In addition to the superintendent writing regulations, at times knowledgeable staff is recruited to assist in the preparation of regulations. All regulations developed pursuant to the board's policies should conform to the intent of the policies.

Policy Implications: There are some recommended bylaws that pertain to the development of policies and administrative regulations which should be included in a district's policy manual. They are as follows:

- Bylaw #9311 – Formulation, Amendment and Adoption of Policies
- Bylaw #9312 - Formulation, Amendment and Adoption of Bylaws
- Bylaw #9313 – Administrative Regulations
- Bylaw #9314 – Suspension of Policies, Bylaws, Regulations

Cybersecurity Resources: The April 2019 issue of the *CABE Journal* contained an article I wrote titled "A Policy Approach to Cybersecurity." That article included insights and resources for board members to use on this increasingly important topic.

Doug Casey, Executive Director of the Connecticut Commission for Educational Technology, reacted very favorably to my article. He also graciously provided a link to the Commission's resources in this area. It is as follows:

<https://portal.ct.gov/DAS/CTEdTech/Commission-for-Educational-Technology/Initiatives/Privacy-and-Security-Best-Practices>

He also provided the following information on this issue:

"In speaking with dozens of districts about security and privacy concerns, I did want to underscore that most remain highly committed to protecting the instructional environment, from firewalls to classroom devices, and pursue a culture of best practices through embedded professional development. As an example, more than 20 districts have formed a cohort through the Connecticut Educational Technology Leaders group to pursue a best-practice credential known as the Trusted Learning Environment certification, backed by a host of national educational organizations. Many other districts are also adopting NIST and other current standards and certifications."

Food for Thought:

"While successful culture can look and feel like magic, the truth is that it's not. Culture is a set of living relationships working toward a shared goal. It's not something you are. It's something you do."

Source: Daniel Coyle in *The Culture Code: The Secrets of Highly Effective Groups* (Random House, 2018)