



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: July 12, 2019

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Rescheduled Committee Meetings – Tuesday, July 16, 2019,
5:30 p.m., Waterbury Arts Magnet School, Media Center.
Notice of Rescheduled Regular Meeting – Tuesday, July 16, 2019,
7:15 p.m., Waterbury Arts Magnet School, Media Center

The Committees of the Board of Education will meet on Tuesday, July 16, 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

- Committee on Finance/5 minutes: Request approval of agreements with the following for out-of-district placements for students: M. Baldwin.

 - Adelbrook, Inc.
 - Boys and Girls Village, Inc.
 - Capitol Region Education Council
 - Connecticut Holdings, LLC d/b/a Solterra Academy
 - Connecticut Junior Republic Association
 - Hope Academy of Milford, Inc.
 - University of Saint Joseph
 - The Children’s Center of Hamden, Inc.
 - Wheeler Clinic, Inc. (Northwest Village)
- Committee on Finance/5 minutes ~ Request permission to apply for the CSDE Carl D. Perkins Career and Technical Education Secondary Work-based Learning Enhancement Grant – L. Allen Brown, J. Epperson, J. Reed, D. Schwartz.
- Committee on Finance/5 minutes ~ Request permission to apply for the CSDE Carl D. Perkins Career and Technical Student Organization Statewide Improvement Grant – L. Allen Brown, J. Epperson, J. Reed, D. Schwartz.
- Committee on Finance/5 minutes ~ Request permission to apply for the CSDE 2019-21 Family Resource Center Grant for Reed School – D. Schwartz, L. Allen Brown.
- Committee on Finance/5 minutes ~ Request permission to apply for the CSDE 2019-21 Family Resource Center Grant for Wilson School – D. Schwartz, L. Allen Brown.

6. Committee on Finance ~ FYI – May 2019 Monthly Expenditure Report.
7. Committee on Finance/5 minutes ~ Request approval of a transfer in the 2018/19 Fiscal Year Budget- D. Biolo.
8. Committee on Finance/5 minutes ~ Request approval of an Agreement with various agencies for sub-grantee services under the School Readiness and Child Day Care Grant for grant years 2019-2021 – K. Rainville, D. Schwartz.
9. Committee on Curriculum/10 minutes ~ Request approval of the following proposed curriculum/textbook updates – D. Schwartz.
 - a) Social Studies Grades 6 – 8
 - b) Early Childhood Pre-k 3 and 4
 - c) Mathematics Grades 9 – 12
 - d) Reading and English/Language Arts Grades K – 5
 - e) Reading and English/Language Arts Grades 9 – 12
 - f) Chemistry Grades 10 and 11
 - g) High School Health Grades 9 – 12
10. Committee on School Personnel/5 minutes ~ Human Resources Staffing Status (to be distributed) – W. Clark, L. Palmer.
11. Committee of the Whole/5 minutes ~ Chronic Absenteeism/Discipline (to be distributed) – M. Baker.
12. Committee on Building & School Facilities/2 minutes ~ Request approval of the Educational Specifications for the proposed Washington School Elevator Project – W. Clark.
13. Committee on Building & School Facilities/2 minutes ~ Request approval of the Educational Specifications for the proposed Bunker Hill School Elevator Project – W. Clark.
14. Committee on Building & School Facilities/5 minutes ~ Request approval of a contract with J. A. Rosa Construction, LLC for Elevator additions for Chase, Hopeville, Kingsbury, and Sprague Schools – W. Clark.
15. Committee on Building & School Facilities/2 minutes ~ Use of school facilities by school organizations and/or City departments – W. Clark.
16. Committee on Building & School Facilities/2 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Clark.
17. Committee of the Whole/5 minutes ~ Request approval of an Agreement between the Waterbury Board of Education and United Public Service Employees Union (UPSEU) Local 424-Unit 69-Administrative Support Staff – T. Shaw.
18. Committee of the Whole/5 minutes ~ Request approval of an Agreement between the Waterbury Board of Education and United Public Service Employees Union (UPSEU) Local 424-Unit 68-Classroom Assistants – T. Shaw.
19. **SUPERINTENDENT’S UPDATE TO THE BOARD**
20. Superintendent’s Notification to the Board/5 minutes:
 - a. Middle School Summer Transition Program appointments:

Joseph Deptula – Math/WSMS	Lori Medina – ELA/WSMS
Sybil Wynne Jones – ELA/WSMS	
 - b. High School Summer Bridge Program appointments:

Ellen Perugini – Math/WCA	Jillian Jusino – Math/WHS
Rebecca Marold – Beh./WHS	Evette Zappone – English/WHS

- c. SOAR to Success Summer School appointments, salary according to contract, contingent upon enrollment:
- | | |
|-------------------|---|
| Carrington | Agati, Rosemari |
| Carrington | Colby, Shannon |
| Carrington | Fappiano, Marny |
| Carrington | Zylali, Rowena |
| Gilmartin | Capobianco, Marnee |
| Gilmartin | Coughlin, Timothy |
| Gilmartin | Arias, Eulini |
| Reed | Gaafar, Harley |
| Reed | Selenica, Sonja |
| Reed | Brown, Charlene |
| Undetermined site | Osagie, Nancy |
| Remove/rejected | Selenica, Sonja |
| Rose, Mary | Carrington Secretary (replacing Jamie Conway) |
- d. High School Summer School 2019 appointments, salary according to contract, contingent upon enrollment:
- | | |
|-------------------------|----------------------------------|
| Culver, Edwin – Science | Demirs, Matt – Hall Duty Monitor |
|-------------------------|----------------------------------|
- e. Extended School Year (ESY) appointments salary according to contract, contingent upon enrollment:
- | | |
|-----------------------|---------------------------|
| <u>Teachers:</u> | <u>Paraprofessionals:</u> |
| Ray Malinosky | Simon Lacey |
| Keisha Saunders | Zulma Garcia-Pillot |
| Kelsey Grendzinski | Rebecca James |
| | Natalie Powell |
| <u>Support Staff:</u> | Marlene Correra |
| Karen Grabher | Maritza Santiago |
| | Joe Rinaldi |
| | Breacya Parker |
| | Michelle Smith |
| | Linel King |
| | Angelia Dowdell |
- f. Teacher new hires, 2018/19:
Lehtinen, Zachary – WAMS Theater, effective 05/10-19.
- g. Teacher new hires 2019/2020:
- | Name | | Position | | Effective |
|-----------|-----------|---------------------|-------------|-----------|
| Alagno | Elizabeth | Tinker | Gr. 3 | 8/22/2019 |
| Bly | Samantha | Wallace | Special Ed. | 8/22/2019 |
| Bradley | Billie-Jo | Tinker | Gr. 3 | 8/22/2019 |
| Corsano | Laura | Tinker | Gr 3 | 8/22/2019 |
| French | Gina | Driggs/Chase | Art | 8/22/2019 |
| Grabowski | Leah | Maloney | Gr. 2 | 8/22/2019 |
| Haas | Katie | Kingsbury | Gr. 2 | 8/22/2019 |
| Loi | Marisa | Maloney | Gr. 3 | 8/22/2019 |
| Morales | Jennifer | Hopeville | Gr. K | 8/22/2019 |
| Velodota | Danielle | Sprague/Bunker Hill | Gr. K-5 | 8/22/2019 |
| Viscardi | Kristen | Bunker Hill | Special Ed. | 8/22/2019 |
| Zak | Elina | Waterbury Arts | Spanish | 8/22/2019 |
| Welch | Cody | Wilby | Phys Ed | 8/22/2019 |
- h. Retirements:
Labrecque, James –Rotella/Maloney School Psychologist, effective 06/26/19.

i. Resignations:

Argenta, Taryn – Driggs Special Education, effective 07/10/19.
Asklar, Tracy – MMS Speech/Language Pathologist, effective 08/01/19.
Awwad, David – KHS General Science, effective 06/14/19.
Bacote, Tiffany – Rotella Special Ed IDEA, effective 07/24/19.
Bloemker, Daniel – WCA Manufacturing, effective 06/28/10.
Calderon, Piedad – WCA Spanish, effective 07/11/19.
Daly, Kevin – NEMS Art, effective 07/02/19.
DeSimone, Nadia – Generali Speech/Lang. Pathologist, eff. 07/23/19/.
DiFronzo, Jennifer – Duggan grade 7/8 Math, effective 08/02/19.
Edwards, Donna – Bunker Hill Music, effective 07/02/19.
Itano-Malstrom, Kanako – MMS Japanese, effective 07/05/19.
Jurewicz, David – CHS Tech Ed, effective 07/02/19.
Lucian, Jeffrey – KHS Business, effective 07/03/19
McConaghy, Michelle – Districtwide HS Numeracy Facilitator, eff. 06/28/19.
Plunkett, Kathleen – WCA Health Services, effective 07/01/19.
Shocki, Jeff – KHS Guidance Department Chair, effective 06/14/19.
Tracy, Andrew – Gilmartin grade 6, effective 07/02/19.
Zylali, Rowena – Regan/Bucks Hill ESL, effective 07/10/19.

EXECUTIVE SESSION

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education

Adelbrook, Inc.

Fiscal Year 2019-2020 Rate Schedule

The Learning Center-Cromwell

The Learning Center-Manchester

~~The Learning Center-East Hartford~~

Transitional Academies-Middletown

(Effective July 1, 2019 unless otherwise noted)

Residential

Residential Board & Care (rate set by DCF) \$690.35/day

Tuition:

DCF Residential Placements \$432.70/education day

Day School

Students with Autism Spectrum Disorders
or Developmental Disabilities \$438.00/education day

Students with Emotional/Behavioral
Disabilities or Juvenile Justice Affiliations \$410.00/education Day

Transitional Academy #1 \$325.00/education day

Transitional Academy #2 \$397.00/education day

Extended Day Program \$195.00/education Day

Special Services (Day School Students)

One-on-One Education Services \$32.00/hour (actual school hours)

*Speech and Language Therapy Services \$145.00/hour (eff. 8/28/19)

*Occupational Therapy Services \$133.00/hour (eff. 8/28/19)

*Physical Therapy Services \$94.00/hour (eff. 8/28/19)

Behaviorist Services Included in tuition rate

School Social Worker Services Included in tuition rate

*Services include, but are not limited to, providing educationally based evaluations, documentation of evaluations and reports, participation in individualized education program team meetings, development of intervention plans, consultation and collaboration with school staff, LEA and parents, and required delivery IEP services.

Schedule "A"

Attachment A Yearly Rate Schedule City of Waterbury and Charles F. Hayden School at Boys & Girls Village, Inc. (Consisting of 1 page)

2019-2020 School Year consists of 186 Student Days

2019-2020 Tuition:

Education Day Rate: \$495 per day

Intensive Needs (1 to 1): \$625 per day

Residential: \$523.59 per day

2019 Summer School consists of 19 Student Days

2019 Tuition:

Education Day Rate: \$480 per day

Intensive Needs (1 to 1): \$625 per day

Residential: \$523.59 per day



CREC

Capitol Region Education Council

TUITION AND SERVICE RATES

2019 - 2020

Per Year

Student Services

of Days

Per Day*

Day** of Days

River Street School

Tuition

Summer Program	29	231.12	6,702.48
Summer Program - Voc	29	238.64	6,778.56
School Day Program	180	386.34	69,541.20
School Day Program - Voc	180	388.98	70,016.40

1:1 Paraprofessional

Summer Program (Based on 6 hours)	29	182.70	5,298.30
Summer Extended Day Program - Until 5:00 PM	2.50	67.63	1,961.27
Summer Extended Day Program - Until 7:00 PM	4.50	121.73	3,530.17
School Day Program (Based on 6 hours)	180	267.18	48,092.40
Extended Day Program - Until 5:00 PM	2.50	111.33	20,039.40
Extended Day Program - Until 7:00 PM	4.50	200.39	36,070.20

Extended Day Program

Summer - Until 5:00 PM	2.50	89.85	2,605.65
Summer - Until 7:00 PM	4.50	178.74	5,183.46
Academic - Until 5:00 PM	2.50	89.83	16,169.40
Academic - Until 7:00 PM	4.50	128.39	23,110.20

Extended Service Model

Summer Program (Based on 6 hours @ \$69.39)	July - Aug	16	416.34	6,661.44
Summer After School Program (Based on 2.5 hours @ \$68.97)		16	172.46	2,758.38
Fall Program (Based on 8.5 hours @ \$109.36)	Sept - June	15	929.56	13,943.40

Transportation

		209	75.00	15,675.00
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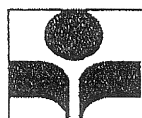
Residential Program (Group Home)

School Day Tuition		180	386.34	69,541.20
Extended Day Program		209	89.83	18,774.47
Summer Tuition		29	231.12	6,702.48
Total Residential Tuition Rate**	**Without Voc. Service			95,018.15
Total Residential Tuition Rate with Voc Services				95,566.43

Autism Program - Birken

\$112.85 per hour

6 Hours per Day		209	725.58	151,646.22
6 Hours per Day		240	725.58	174,139.20
8 Hours per Day		209	967.44	202,194.96
8 Hours per Day		240	967.44	232,185.60



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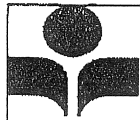
Capitol Region Education Council

TUITION AND SERVICE RATES

2019 - 2020

Per Year

Student Services		# of Days	Per Day*	Day*# of Days
Occupational Therapy/Physical Therapy				
	\$94.00 per Hour			
2.00 Hours/Week	\$188.00	\$ 1,128.00	7,144.00	\$ 8,272.00
1.75 Hours/Week	\$164.50	\$ 987.00	6,251.00	\$ 7,238.00
1.50 Hours/Week	\$141.00	\$ 846.00	5,358.00	\$ 6,204.00
1.25 Hours/Week	\$117.50	\$ 705.00	4,465.00	\$ 5,170.00
1.00 Hour/Week	\$94.00	\$ 564.00	3,572.00	\$ 4,136.00
0.75 Hours/Week	\$70.50	\$ 423.00	2,679.00	\$ 3,102.00
0.50 Hours/Week	\$47.00	\$ 282.00	1,786.00	\$ 2,068.00
0.25 Hours/Week	\$23.50	\$ 141.00	893.00	\$ 1,034.00
Music Therapy		Summer	School Year	
	\$110.00 per Hour			
2.00 Hours/Week	\$220.00	\$ 1,320.00	8,360.00	\$ 9,680.00
1.75 Hours/Week	\$192.50	\$ 1,155.00	7,315.00	\$ 8,470.00
1.50 Hours/Week	\$165.00	\$ 990.00	6,270.00	\$ 7,260.00
1.25 Hours/Week	\$137.50	\$ 825.00	5,225.00	\$ 6,050.00
1.00 Hour/Week	\$110.00	\$ 660.00	4,180.00	\$ 4,840.00
0.75 Hours/Week	\$82.50	\$ 495.00	3,135.00	\$ 3,630.00
0.50 Hours/Week	\$55.00	\$ 330.00	2,090.00	\$ 2,420.00
0.25 Hours/Week	\$27.50	\$ 165.00	1,045.00	\$ 1,210.00



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Capitol Region Education Council

TUITION AND SERVICE RATES

2019 - 2020

Student Services

		# of Days	Per Day*	Per Year Day*# of Days
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Integrated Program Model

Base Rate (A) 1-2 hr. per wk. **	All Locations	180	869.28	156,470.40
1:1 Paraprofessional		180	267.19	48,094.20
Nursing Classroom		180	n/a	

Individual Sessions

HSC Sessions	\$190.58 per Hour			
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Summer Program

Tuition		29	1,075.62	31,192.98
1:1 Paraprofessional		29		
Nursing Classroom		29	n/a	
Individual HSC Sessions	\$190.58 per Hour			

Integrated Program Model Therapy Services

Occupational Therapy/Physical Therapy		6 Weeks	38 Weeks	44 Weeks
	\$94.00 per Hour			
2.00 Hours/Week	\$188.00	\$ 1,128.00	7,144.00	\$ 8,272.00
1.75 Hours/Week	\$164.50	\$ 987.00	6,251.00	\$ 7,238.00
1.50 Hours/Week	\$141.00	\$ 846.00	5,358.00	\$ 6,204.00
1.25 Hours/Week	\$117.50	\$ 705.00	4,465.00	\$ 5,170.00
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0.50 Hours/Week	\$47.00	\$ 282.00	1,786.00	\$ 2,068.00
0.25 Hours/Week	\$23.50	\$ 141.00	893.00	\$ 1,034.00

Music Therapy

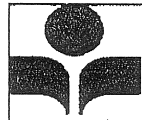
	\$110.00 per Hour	Summer	School Year	
2.00 Hours/Week	\$220.00	\$ 1,320.00	8,360.00	\$ 9,680.00
1.75 Hours/Week	\$192.50	\$ 1,155.00	7,315.00	\$ 8,470.00
1.50 Hours/Week	\$165.00	\$ 990.00	6,270.00	\$ 7,260.00
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1.00 Hour/Week	\$110.00	\$ 660.00	4,180.00	\$ 4,840.00
0.75 Hours/Week	\$82.50	\$ 495.00	3,135.00	\$ 3,630.00
0.50 Hours/Week	\$55.00	\$ 330.00	2,090.00	\$ 2,420.00
0.25 Hours/Week	\$27.50	\$ 165.00	1,045.00	\$ 1,210.00

Speech & Language Therapy

	\$102.00 per Hour	Summer	School Year	Full Year
2.00 Hours/Week	\$204.00	\$ 1,224.00	7,486.00	\$ 8,710.00
1.75 Hours/Week	\$178.50	\$ 1,071.00	6,550.25	\$ 7,621.25
1.50 Hours/Week	\$153.00	\$ 918.00	5,614.50	\$ 6,532.50
1.25 Hours/Week	\$127.50	\$ 765.00	4,678.75	\$ 5,443.75
1.00 Hour/Week	\$102.00	\$ 612.00	3,743.00	\$ 4,355.00
0.75 Hours/Week	\$76.50	\$ 459.00	2,807.25	\$ 3,266.25
0.50 Hours/Week	\$51.00	\$ 306.00	1,871.50	\$ 2,177.50
0.25 Hours/Week	\$25.50	\$ 153.00	935.75	\$ 1,088.75



		TUITION AND SERVICE RATES		
		2019 - 2020		Per Year
Student Services		# of Days	Per Day*	Day*# of Days
Polaris Center				
Tuition				
	Summer	18	250.18	4,503.24
	Full Day (6 Hrs)	182	379.53	69,074.46
1:1 Aide				
	Summer	18	180.56	3,250.08
	Full Day (6 Hrs)	182	270.83	49,291.06
Additional Services				
	BCBA (Behavior)	\$106.09 per Hour		
	Occupational Therapy	\$94.00 per Hour		
	Speech & Language Therapy	\$102.00 per Hour		



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Capitol Region Education Council

TUITION AND SERVICE RATES

		2019 - 2020		Per Year
Student Services		# of Days	Per Day*	Day*# of Days
Occupational Therapy/Physical Therapy				
	\$94.00 per Hour			
2.00 Hours/Week	\$188.00	\$ 1,128.00	7,144.00	\$ 8,272.00
1.75 Hours/Week	\$164.50	\$ 987.00	6,251.00	\$ 7,238.00
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0.50 Hours/Week	\$47.00	\$ 282.00	1,786.00	\$ 2,068.00
0.25 Hours/Week	\$23.50	\$ 141.00	893.00	\$ 1,034.00
Music Therapy				
	\$110.00 per Hour	Summer	School Year	
2.00 Hours/Week	\$220.00	\$ 1,320.00	8,360.00	\$ 9,680.00
1.75 Hours/Week	\$192.50	\$ 1,155.00	7,315.00	\$ 8,470.00
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0.25 Hours/Week	\$27.50	\$ 165.00	1,045.00	\$ 1,210.00
Speech & Language Therapy				
	\$102.00 per Hour	Summer	School Year	Full Year
2.00 Hours/Week	\$204.00	\$ 1,224.00	7,486.00	\$ 8,710.00
1.75 Hours/Week	\$178.50	\$ 1,071.00	6,550.25	\$ 7,621.25
1.50 Hours/Week	\$153.00	\$ 918.00	5,614.50	\$ 6,532.50
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0.75 Hours/Week	\$76.50	\$ 459.00	2,807.25	\$ 3,266.25
0.50 Hours/Week	\$51.00	\$ 306.00	1,871.50	\$ 2,177.50
0.25 Hours/Week	\$25.50	\$ 153.00	935.75	\$ 1,088.75



**Tuition and Rates for
20109-2020 School Year**

Program Options	Daily Tuition	Yearly Tuition 181 Days
Therapeutic Day Program (TDP) <i>Description:</i> Structured classroom for students with severe behaviors. Includes full range of therapeutic and related services as well as triennial evaluations as appropriate.	\$368/day	\$66,608
Therapeutic Day Program- Applied Academics (TDP-AA) <i>Description:</i> Structured classroom for students with severe behaviors, cognitive compromises, and processing deficits. Curriculum emphasis on applied academics with integrated related services and pre-vocational/vocational services. Includes full range of therapeutic and related services as well as triennial evaluations as appropriate.	\$401/day	\$72,581
Therapeutic Day Program – Autism Spectrum Disorders (TDP-Aut) <i>Description:</i> Structured classroom for students with Autism Spectrum Disorders who require a high level of integration of therapies with regard to related services and educational programming in addition to a high staff to student ratio (1:2). This is provided as an integral part of the program with no additional fees. Includes full range of therapeutic and related services as well as triennial evaluations as appropriate.	\$470/day	\$85,070
Diagnostic Placement (S.T.R.I.D.E) <i>Description:</i> Our Short-term Therapeutic Review, Intervention and Diagnostic Evaluation includes students who are enrolled for a period of 6-8 weeks. It provides school systems with critical diagnostic information to assist in maintaining a student within district and/or in determining an appropriate alternative setting. The diagnostic placement includes completion of all agree-upon evaluations and consultations.	\$476/day	-----

Other Available Services	Daily Tuition	Yearly Tuition 181 Days
One-to-One Adult Support – Full Time	\$26.00/hour \$166.40/day	\$30,118.40
One-to-One Adult Support – Pat Time	\$13.00/hour \$83.20/day	\$15,059.20
Related Services including Counseling, Occupational Therapy, Physical Therapy, and Speech-Language Therapy per IEP	No Additional Cost	



Extended School Year Services (ESY) 2020

Includes structured classrooms with services described above with full range of therapeutic and related services as well as triennial evaluations as appropriate for 5 weeks during the summer of 2020.

Therapeutic Day Program (TDP)	\$8,203
Therapeutic Day Program- Applied Academics (TDP-AA)	\$8,920
Therapeutic Day Program – Autism Spectrum Disorders (TDP-Aut)	\$10,326
Diagnostic Placement (S.T.R.I.D.E)	\$11,405

SCHEDULE "A"
Yearly Rate Schedule

City of Waterbury

And

Connecticut Junior Republic, Inc.

(Consisting of 1 pages)

2019-2020 School Calendar

Special Education rate per year

Litchfield- CAVEC program per day rate: \$246.13 per student for 185 days

Waterbury-Regions program per date rate: \$229.88 per student for 185 days

Bristol Girls CAVEC program per day rate: \$285.00 per student for 185 days

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
Hope Academy of Milford, Inc.
(Consisting of 3 pages)

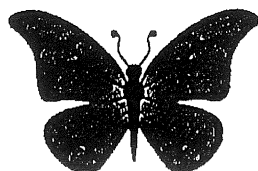
2019-2020 School Calendar: Attached

Special Education rate per year: Attached

Hope Academy

2019-2020

Academic Year Calendar



August 19 (5)

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 19 (19)

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 19 (21)

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 19 (18)

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 19 (15)

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

January 20 (22)

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 20 (18)

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 20 (21)

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 20 (16)

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 20 (20)

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 20 (6)

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July 20

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 20

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 19-23: Professional Dev. Staff Only
August 26: First Day of School- Students
September 2: Labor Day- No School
September 30: Rosh Hashanah- No School
October 9: Yom Kippur- No School
October 14: Columbus Day- No School
November 5: Prof. Dev.- No School
November 13-14: Early Dismissal for Parent/Teacher Conferences
November 27: Early Dismissal
November 28-29: Thanksgiving Recess
December 20: Early Dismissal
December 23-January 1: Holiday Recess
January 17: Early Dismissal- Prof. Dev.
January 20: Martin Luther King- No School
February 5-6: Early Dismissal for Parent/Teacher Conferences
February 14: Early Dismissal-Prof. Dev.
February 17: Presidents Day-No School
February 18: Winter Recess-No School
March 20: Prof. Dev.- No School
April 10: Good Friday- No School
April 13-17: Spring Recess- No School
May 4: Early Dismissal- Prof. Dev.
May 25: Memorial Day-No School
June 8: *Tentative Last Day of School
June 9: *Tentative Prof. Dev.- Staff Only

School Hours:
Full Day: 8:00am-2:10pm
Early Dismissal: 8:00am-11:30am
Total Days for Students: 181

Schedule A

*When school is closed due to inclement weather or any other justifiable reason, those days will be added on at the end of the school year.

HOPE

Academy

Because every child deserves a little hope...

Schedule A

2019-2020 Tuition & Health Related Service Fees

Student Name:

District Name:

Tuition:

Main Academic Program:

\$69,900.00 annual

*Health Related Services as per current IEP:

*Speech & Language Therapy: \$135/hour

*Occupational Therapy: \$135/hour

*Counseling: \$135/hour

\$

*Subject to change as per PPT process

An additional charge for Speech & OT providers' attendance at PPTs will be billed at \$135.00/hour.

An additional charge for evaluations requested by the team at PPTs will be billed at \$135.00/hour.

Hope Academy ♦ 89 Marsh Hill Road ♦ Orange ♦ CT 06477

203-799-6000 ♦ Telephone

203-799-0000 ♦ Facsimile

Visit our website ♦ www.HopeAcademyCT.com

SCHEDULE "A"
Yearly Rate Schedule

City of Waterbury

And

University of St. Joseph

(Consisting of 1 page)

Special Education rate per year

Base Tuition: \$58,200.00

Base Tuition plus one (1) service: \$63,200.00

Base Tuition plus two (2) services: \$67,200.00

Base Tuition plus three (3) services: \$70,200.00

Base Tuition plus four (4) services: \$73,200.00

There is an additional fee of \$36,000.00 for all students requiring a one to one paraprofessional under their IEPs.

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
The Children's Center of Hamden, Inc.
(Consisting of 1 page)

2019-2020 Tuition

Education Day Rate: \$386.25 per day
One to One Student Services: \$30.00 per hour

2020-2021 Tuition

Education Day Rate: \$397.84 per day
One to One Student Services: \$30.00 per hour

2021-2022 Tuition

Education Day Rate: \$409.77 per day
One to One Student Services: \$30.00 per hour

Northwest Village School
Fee Schedule for the 2019-2020 School Year
(August 28, 2019 – August 21, 2020)

☐ Base Tuition- daily rate = \$335.78

☐ Base Pre-paid Tuition- daily rate = \$330.12

☐ 1:1 Paraprofessional- daily rate = \$232.66

☐ Job Coach- daily rate = \$232.66



Waterbury Public Schools

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

July 9, 2019

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

RE: Carl D. Perkins Career and Technical Education Secondary Work-Based Learning Enhancement Grant [CSDE]

Dear President Brown and Education Commissioners:

On June 26, 2019 the Connecticut State Department of Education announced two new Perkins grant programs open to 2018-19 Perkins grant recipient districts in which there are significant numbers of students who take Career & Technical Education (CTE) courses. The above-named grant is one of those new grants; and it is a competitive grant for which Waterbury is eligible to apply. Details of this grant opportunity are described in the attached Grant Highlights document.

Eligible districts may apply for up to \$25,000 for a project which must be completed by September 29, 2019. I have worked with district leaders to identify the proposed project. No matching funds are required. However, applicants are expected to commit to sustaining the project beyond the grant period when it ends September 29, 2019.

The grant applications are due to CSDE on July 22, 2019, and Board of Education minutes must be submitted to CSDE evidencing board approval and a commitment to continuing the proposed work-based learning project.

I respectfully request your permission to apply for the Perkins Work-Based Learning grant. Thank you for your consideration.

Very truly yours,

A handwritten signature in cursive script, reading "Louise Allen Brown", is written over a horizontal line.

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin
Doreen Biolo
Dr. Janice Epperson
Darren Schwartz
John Reed

Connecticut State Department of Education
Carl D. Perkins Career and Technical Education Secondary
Work-based Learning Enhancement Grant
Louise Allen Brown
July 9, 2019

Grant Highlights

Name of Grant: Career and Technical Education Secondary Work-based Learning Enhancement Grant (CSDE)

Purpose of Grant:

“The purpose of the Secondary Work-Based Learning Enhancement Grant is to identify and support innovative strategies and activities to establish and/or improve Work-Based Learning experiences in the current career and technical education programs of the local eligible recipient...” The grant can be used to assist with establishing or improving CTE programming that:

- “Aligns classroom and workplace learning;
- Allows for the application of academic, technical and employability skills in a work setting;
- Offers support from classroom and workplace mentors; and
- Meets the criteria set forth in the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV).”

[RFP, p. 7]

“This is a competitive grant and is not an entitlement.” [RFP, p. 3]

Grant Deadline: July 22, 2019

Grant Period: July 26, 2019 – September 29, 2019

Award amount: Minimum of \$5,000 to Maximum of \$25,000

Cost Sharing or Matching: none [although sustaining the project is expected]

Eligible Applicants:

“Only those districts having received Perkins IV funds during the 2018–19 school year may apply for the Career and Technology Education Secondary Work-Based Learning Enhancement Grant....Eligible participants must reside in a rural area or have a high percentage and high number of career and technical students (at least 40 percent, unduplicated CTE enrollment for the 2018-19 school year).”

[RFP, p. 2]

The Waterbury CTE unduplicated enrollment for 2018-19 by high school, based on course designations by the schools as CTE, exceeds 40% at Crosby (54.1%), Kennedy (60.5%), WCA (44.7%), and Wilby (67.6%). [WPS CTC data, June, 2019] Waterbury Public Schools is an eligible applicant.

Waterbury Proposal:

Waterbury proposes to create work-based learning opportunities for business and marketing students at Wilby High School. Authentic work experience will be integrated into existing business and marketing courses, and the DECA program.

Specifically, CTE teachers will work with CTE students to create a School Store run by students who are DECA CTSO (Career & Technical Student Organization) members. Space near the Wilby cafeteria has been identified as the School Store location. Students engaged in the project will simulate real world workplace experience by participating in business planning, entrepreneurial skill building, and implementation of effective retail marketing strategies, for student made and other products. Equipment to print student selected and/or created designs on T-shirts, and to create posters for public service announcements or advertisements will be funded through the grant. At the store, students will sell T-shirts, posters with school spirit messages or messages promoting CTE or school events, and healthy snacks.

DECA members will attend the State Leadership Conference at the University of New Haven, wearing DECA blazers purchased through the grant. There they will gain further knowledge of business practices which they can apply at the School Store. The DECA blazers will be stored and maintained at the school for use by various students attending DECA events.

Budget:

The budget is still under development, but will not exceed \$25,000. Planned equipment purchases include a heat press to imprint T-shirts, a poster printer, a laminator to use on posters, display rack(s), a refrigerator, and DECA blazers. Project costs for 2019-20 will be covered through the grant. No matching funds are required. However, a district commitment to sustain the proposed project beyond 2019-20 is required by CSDE, and will require dedication of some future Perkins grant funds, and potentially limited other grant and/or local funds.



#3

Waterbury Public Schools

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

July 9, 2019

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

**RE: Carl D. Perkins Career and Technical Student Organization (CTSO)
Statewide Improvement Grant [CSDE]**

Dear President Brown and Education Commissioners:

On June 26, 2019 the Connecticut State Department of Education announced two new Perkins grant programs open to 2018-19 Perkins grant recipient districts in which there are significant numbers of students who take Career & Technical Education (CTE) courses. The above-named grant is one of those new grants; and Waterbury is eligible to apply. Details of this grant opportunity are described in the attached Grant Highlights document.

Eligible districts may apply for up to \$10,000 for a project which must be completed by September 29, 2019. I have worked with district leaders to identify the proposed project. No matching funds are required. However, applicants are expected to commit to sustaining the project beyond the grant period when it ends September 29, 2019.

The grant applications are due to CSDE on August 1, 2019, and Board of Education minutes must be submitted to CSDE evidencing board approval and a commitment to continuing the proposed work-based learning project.

I respectfully request your permission to apply for the Perkins CTSO grant. Thank you for your consideration.

Very truly yours,


Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin
Doreen Biolo
Dr. Janice Epperson
Darren Schwartz
John Reed

Connecticut State Department of Education
Carl D. Perkins Career and Technical Student Organization (CTSO)
Statewide Improvement Grant
Louise Allen Brown
July 9, 2019

Grant Highlights

Name of Grant: Carl D. Perkins Career and Technical Student Organization (CTSO)
Statewide Improvement Grant (CSDE)

Purpose of Grant:

According to the grant rfp, "CTSOs engage students in leadership and work-based activities that are integral to the CTE program....Funds must be utilized to create new CTOSs or to enhance and improve current CTOSs."
[RFP, p. 2]

Grant Deadline: August 1, 2019

Grant Period: July 26, 2019 – September 29, 2019

Award amount: Maximum of \$10,000

Cost Sharing or Matching: none

Eligible Applicants:

"The CTOS Grant is open to all eligible secondary Carl D. Perkins 2018–19 recipients...."
[RFP, p. iv] As a 2018-19 Perkins Grant recipient, Waterbury Public Schools is eligible to apply for this CTOS grant.

Waterbury Proposal:

Waterbury proposes to re-establish a new Family, Career, and Community Leaders of America (FCCLA) chapter at Wilby High School. FCCLA was once successfully functioning at Wilby. By September 29, 2019, students will have registered and paid dues for the new FCCLA CTOS. Two certified CTE teachers will serve as the FCCLA Advisors.

Students participating in the FCCLA CTOS will engage in activities to build leadership skills and to improve knowledge of, and readiness for, varied careers. FCCLA advisors will mentor students as they research postsecondary options and career choices, visit Connecticut colleges to attend information sessions (e.g., UConn, NVCC, Post, Quinnipiac, etc.), participate in community service projects such as collecting items to be donated to local agencies, and/or host events for the school community at the school. The Wilby FCCLA will attend the FCCLA Fall Leadership Conference, and a FCCLA Spring Leadership Conference as well.

Budget:

The budget is still under development, but will not exceed \$10,000. Planned grant purchases include computers for college and career research activities (approximately two). The FCCLA CTSO advisor stipend for 2019-2020 will be paid through this grant and shared by two CTE teachers; the maximum total stipend per CTSO is \$1500. Project costs for 2019-20 will be covered through the grant. No matching funds are required. However, a district commitment to sustain the proposed project beyond 2019-20 is required by CSDE, and will require dedication of some future Perkins grant funds, and potentially limited other grant and/or local funds.



Waterbury Public School

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

#4

#5

June 24, 2019

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

RE: Family Resource Center Grant Program 2019-2021 [CSDE]

Dear President Brown and Education Commissioners:

The Connecticut State Department of Education has invited Waterbury's Family Resource Centers (FRCs) at Wilson and Reed Elementary Schools to submit renewal grant applications to continue the Wilson and Reed FRCs for the period 2019-2021. Waterbury has been a grant recipient of this program for several years; these grants are generally awarded in two year cycles.

This grant opportunity is described in my attached Grant Highlights document. I have been working with the FRC Site Administrators (and the central FRC Coordinator) to develop the new applications. Details of the FRC program plans for 2019-20 are provided in the Highlights document under the heading "Waterbury Proposal."

Each FRC may apply for \$100,000/year in this round of competition. This year the FRC grants require a 25% local match; in-kind contributions are acceptable. I have identified use of dedicated school spaces for the FRCs as the WPS local match.

The grant applications are due to CSDE on July 15, 2019, and Board of Education approval must be submitted to CSDE by July 31, 2019. I will provide notice to CSDE of your approval, after your board vote.

I respectfully request your permission to apply for the Wilson and Reed Family Resource Center grants. Thank you for your consideration.

Very truly yours,


Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin, Superintendent of Schools
Doreen Biolo, CFO
Darren Schwartz, CAO
Patricia Moran, Latasha Martinez, Cheryl Philips (FRCs)

Connecticut State Department of Education
Family Resource Center Program Grant
Louise Allen Brown
June 24, 2019

Grant Highlights

Name of Grant: Family Resource Center Program

Purpose of Grant:

The purpose of the grant is “to seek proposals from eligible applicants for program and funding renewal pursuant to Connecticut General Statutes Section 10-4o.”

Grant Deadline: July 15, 2019

Grant Period: July 1, 2019 – June 30, 2021

Award amount: \$100,000 (approx.)

Cost Sharing or Matching: 25% in-kind or cash

Eligible Applicants: “...Only applicants that have been invited by the CSDE to submit a renewal application are eligible to apply. Invited applicants have been selected by CSDE based upon demonstrated experience in operating an FRC and only include communities with existing FRCs....” [rfp. p. 5]

Waterbury’s two existing FRCs were invited to apply for renewal: Wilson Elementary School, and Reed Elementary School.

FRC Requirements: Each FRC is required to provide, or collaborate with existing agencies to provide, seven ‘comprehensive service components.’ (See details below.)

Target Population: “The target population for FRCs includes children, parents and families who reside in the public elementary school attendance area...emphasis must be given towards the recruitment of families with children who are educationally disadvantaged and underachieving and at high risk for school and academic failure....” [rfp, p. 5]

Waterbury Proposals:

Two grant applications are being prepared for submission to CSDE, one for Wilson, and one for Reed. At both Wilson and Reed Schools, there is dedicated space for the Family Resource Center (FRC), including a common/play area for students and families, and office/desk space for staff. Matching funds required will be in-kind costs associated with the dedicated space for the FRCs at the schools.

Services consistent with the seven (7) required FRC components are offered through direct service by the Site Administrators, the Parent Educator/Positive Youth Development Leaders, and/or teachers and paraprofessionals, or through collaboration with partners. Specifically, these FRC services/activities include:

- 1) Early Care and Education – Both FRC Site Administrators will collaborate with the Waterbury School Readiness Liaison and the WPS Early Childhood Supervisor to obtain information to be shared with families about area pre-school programs for three and four year olds. Also, at each of the schools there are WPS Pre-K classes; the FRC Parent Educators will investigate and/or continue going into the Pre-K classrooms to provide storytelling or music time activities. Additionally, the FRC Parent Educator will conduct home visits to families' homes, and playgroup sessions at the FRC, for families with children ages birth to five.
- 2) School-Age Child Care – Both FRCs will offer before school and after school programs for school-age children, in multiple sessions of five to six weeks each. These programs will be staffed by certified teachers and paraprofessionals, and will include programs such as "Books and Basketball," "Homework and Hoops," and the "Art Afterschool Program."
- 3) Adult Education and Family Literacy – Both FRC Site Administrators will coordinate with the WPS Adult Education Office to refer parents to the ABE, Citizenship, ESL, High School Diploma, and GED programs there. Additionally, family literacy programs that improve the quality of family life will be offered at the FRCs, addressing a) helping children to be successful in school, b) helping parents/caregivers to be primary teachers for their children, c) parent literacy leading to economic self-sufficiency, and d) intergenerational literacy activities for parents and their children. Activities will include events such as a Welcome Back to School Workshop, Literacy and STEM Nights, Financial Info Night, and the like.
- 4) Family Day Care Provider Training – The FRC Site Administrators will conduct outreach to child day care centers, family day care homes, relatives, and in-home care providers in their school communities to offer training to improve caregivers' "skills and knowledge."
- 5) Families in Training (FIT) – The FRC Site Administrators and Parent Educator/Positive Youth Development Leaders will offer services for expectant parents and parents of children under the age of three to promote parents' understanding of their role in their child's development. For example, the following services will be offered by the Parent Educators: a) home visits (or meetings at the FRCs if preferred by the parent(s)) to advise about language, cognitive, social and motor development, b) playgroups weekly at the FRCs for families with children birth to three, whether or not they are also in an early intervention program, c) screenings for hearing, vision, developmental and general health, or referrals for same in connection with CSDE requirements and recommendations, and d) connections to resources to assist families. Home visits and playgroups will follow the PAT (Parents as Teachers) program, for which both the Parent Educators and the Site Administrators are certified. PAT/FIT families also take field trips.
- 6) Positive Youth Development (PYD) – PYD includes recreational and educational activities which emphasize decision-making and communication skills, and which build assets students need to be successful. Activities will include Junior Achievement, Girl Scouts, Boy Scouts, field trips, PBIS recognition, intergenerational Family Nights such as Game Night and Yoga Night, a 'Father/daughter' dance, a 'Muffins with Mom' breakfast, and/or collaboration with other school staff or entities such as Safe Haven, WFD, and WPD, for anti-bullying events, cybersecurity, and other prevention and positive youth development programming.

- 7) Resource and Referral Services – Resource and referral services are coordinated with United Way 211, and with other local agencies such as WPS Adult Education, PAL, Safe Haven, Staywell Health, as needed. The FRCs participate in or co-host open house events and/or community resource fairs both to share, and to obtain, resource information for families. Additionally, at each FRC and school, the FRC Site Administrator displays resource information for families to take.

FRC Site Administrators work with the school principal, parent liaison, and committees such as the Chronic Absenteeism Committee to ascertain ways they can assist students and families to meet school, school climate, and student, goals and expectations.

Budget

CSDE has announced that the budget for each FRC will be approximately \$100,000. Staff at each FRC paid through the grant include: a full-time Site Administrator, a part-time Parent Educator/Positive Youth Development Leader, and certified teachers and paraprofessionals who work in the before and after school program sessions. CSDE requires districts like WPS with two Family Resource Centers to have someone serving in a central coordinator role also. For WPS, the central coordinator is a district administrator, not paid through the grant. A reduced fringe rate has been approved for this grant by the CFO, as has been done in the past. Limited grant funds remain beyond required salaries, and those funds are used to provide the services and activities described above for components one through seven, as well as staff travel costs for travel required by the grant, and minimal supplies.

Waterbury Board of Education

Monthly Expenditure Report

May 2019

ACCOUNT	CLASSIFICATION	FY 19 ORIGINAL BUDGET	FY 19 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	\$8,131,770	\$8,131,770	\$7,429,760	\$0	\$702,010	\$8,051,114	\$80,656
511102	Teachers	\$74,036,179	\$73,295,179	\$62,398,931	\$0	\$10,896,248	\$74,039,629	(\$744,450)
511104	Superintendent	\$230,000	\$322,000	\$291,446	\$0	\$30,554	\$322,000	\$0
511106	Early Incentive Certified	\$1,120,600	\$1,120,600	\$1,133,637	\$0	(\$13,037)	\$1,153,637	(\$33,037)
511107	Certified Coaches	\$764,000	\$764,000	\$487,723	\$0	\$276,277	\$764,000	\$0
511108	School Psychologists	\$1,853,842	\$1,603,842	\$1,290,335	\$0	\$313,507	\$1,559,988	\$43,854
511109	School Social Workers	\$1,999,952	\$1,849,952	\$1,538,818	\$0	\$311,134	\$1,826,436	\$23,516
511110	Speech Pathologists	\$2,329,812	\$2,154,812	\$1,784,963	\$0	\$369,849	\$2,128,974	\$25,838
511113	Extra Compensatory Stipend	\$97,000	\$97,000	\$96,685	\$0	\$315	\$99,000	(\$2,000)
511201	Non-Certified Salaries	\$2,372,691	\$2,205,691	\$1,676,284	\$0	\$529,407	\$2,205,691	\$0
511202	Clerical Wages	\$1,016,102	\$1,016,102	\$771,851	\$0	\$244,251	\$1,016,102	\$0
511204	Crossing Guards	\$389,299	\$389,299	\$329,216	\$0	\$60,083	\$389,299	\$0
511206	Educational	\$304,635	\$304,635	\$282,007	\$0	\$22,628	\$304,635	\$0
511212	Substitute Teachers	\$2,945,000	\$2,945,000	\$2,200,546	\$32,356	\$712,098	\$2,695,000	\$250,000
511215	Cafeteria Aides	\$80,000	\$80,000	\$115,896	\$0	(\$35,896)	\$80,000	\$0
511217	Library Aides	\$166,617	\$166,617	\$146,648	\$0	\$19,969	\$166,617	\$0
511219	School Clerical	\$1,824,740	\$1,824,740	\$1,504,574	\$0	\$320,166	\$1,769,740	\$55,000
511220	Fiscal Administration	\$448,341	\$403,341	\$316,944	\$0	\$86,397	\$403,341	\$0
511222	Transportation Coordinator	\$101,039	\$101,039	\$86,866	\$0	\$14,173	\$101,039	\$0
511223	Office Aides	\$140,000	\$140,000	\$174,316	\$0	(\$34,316)	\$170,000	(\$30,000)
511225	School Maintenance Non-Certified	\$2,051,947	\$1,801,947	\$1,557,866	\$0	\$244,081	\$1,771,947	\$30,000
511226	Custodians Non-Certified	\$5,300,737	\$4,900,737	\$4,221,948	\$0	\$678,789	\$4,838,737	\$62,000
511227	Overtime - Outside Activities	\$200,000	\$200,000	\$266,971	\$0	(\$66,971)	\$240,000	(\$40,000)
511228	Paraprofessionals	\$10,164,298	\$9,414,298	\$8,438,069	\$0	\$976,229	\$9,014,298	\$400,000
511229	Bus Duty	\$250,000	\$250,000	\$1,356	\$0	\$248,644	\$250,000	\$0
511232	Attendance Counselors	\$112,687	\$112,687	\$81,203	\$0	\$31,484	\$112,687	\$0
511233	ABA Behavioral Therapist	\$1,593,976	\$1,393,976	\$1,185,014	\$0	\$208,962	\$1,378,976	\$15,000
511234	Interpreters	\$135,795	\$135,795	\$113,941	\$0	\$21,854	\$135,795	\$0
511236	Snow Removal	\$0	\$0	\$42,819	\$0	(\$42,819)	\$42,819	(\$42,819)
511237	Swing Space	\$0	\$0	\$36,683	\$0	(\$36,683)	\$10,000	(\$10,000)
511650	Overtime	\$740,000	\$740,000	\$547,913	\$0	\$192,087	\$740,000	\$0
511653	Longevity	\$20,675	\$20,675	\$19,690	\$0	\$985	\$20,675	\$0
511700	Extra Police Protection	\$520,516	\$520,516	\$67,720	\$0	\$452,796	\$520,516	\$0
511800	Vacation and Sick Term Payout	\$124,400	\$124,400	\$149,016	\$0	(\$24,616)	\$149,016	(\$24,616)
529001	Car Allowance	\$81,000	\$78,000	\$55,402	\$0	\$22,598	\$78,000	\$0
529003	Meal Allowances	\$9,000	\$12,000	\$10,856	\$372	\$772	\$12,000	\$0
Subtotal Salaries		\$121,656,650	\$118,620,650	\$100,853,915	\$32,728	\$17,734,007	\$118,561,708	\$58,942

ACCOUNT	CLASSIFICATION	FY 19 ORIGINAL BUDGET	FY 19 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533009	Evaluation	\$49,250	\$33,250	\$14,983	\$0	\$18,267	\$33,250	\$0
533020	Consulting Services	\$344,125	\$450,125	\$327,739	\$60,822	\$61,563	\$400,125	\$50,000
533100	Auditing	\$54,000	\$50,054	\$50,054	\$0	\$0	\$50,054	\$0
539005	Sporting Officials	\$35,000	\$35,000	\$31,569	\$1,423	\$2,007	\$35,000	\$0
539007	Report Cards	\$9,000	\$7,619	\$5,370	\$2,249	\$0	\$7,619	\$0
539008	Messenger Service	\$28,600	\$28,600	\$21,888	\$3,456	\$3,256	\$28,600	\$0
543000	General Repairs & Maintenance	\$1,440,000	\$1,385,228	\$933,743	\$352,048	\$99,437	\$1,385,228	\$0
543011	Maintenance - Service Contracts	\$500,000	\$435,772	\$374,535	\$57,114	\$4,123	\$435,772	\$0
544002	Building Rental	\$506,437	\$506,437	\$479,293	\$2,000	\$25,144	\$506,437	\$0
545002	Water	\$255,000	\$255,000	\$183,892	\$0	\$71,108	\$255,000	\$0
545006	Electricity	\$3,159,855	\$3,019,855	\$2,475,493	\$0	\$544,362	\$2,978,236	\$41,619
545013	Security/Safety	\$102,500	\$156,500	\$53,718	\$93,636	\$9,146	\$156,500	\$0
551000	Pupil Transportation	\$14,311,852	\$15,011,852	\$11,997,697	\$1,754,409	\$1,259,746	\$14,966,852	\$45,000
553001	Postage	\$70,000	\$55,000	\$50,788	\$0	\$4,212	\$55,000	\$0
553002	Telephone	\$250,000	\$235,000	\$183,685	\$1,621	\$49,694	\$235,000	\$0
553005	Wide-area Network (SBC)	\$90,000	\$90,000	\$51,486	\$34,914	\$3,600	\$90,000	\$0
556055	Tuition - Outside	\$7,650,000	\$8,782,569	\$6,796,555	\$1,741,625	\$244,389	\$8,881,000	(\$98,431)
556056	Purchased Service - Outside	\$2,551,537	\$2,717,537	\$2,115,983	\$582,550	\$19,004	\$2,716,537	\$1,000
557000	Tuition Reimbursement	\$6,000	\$6,000	\$0	\$0	\$6,000	\$6,000	\$0
558000	Travel Expenses	\$18,000	\$18,000	\$17,972	\$0	\$28	\$18,000	\$0
559001	Advertising	\$25,000	\$15,000	\$6,914	\$4,498	\$3,588	\$15,000	\$0
559002	Printing & Binding	\$60,000	\$16,389	\$3,220	\$0	\$13,169	\$16,389	\$0
559104	Insurance - Athletics	\$19,500	\$22,057	\$22,057	\$0	\$0	\$22,057	\$0
Subtotal Purchased Services		\$31,535,656	\$33,332,844	\$26,198,634	\$4,692,366	\$2,441,843	\$33,293,655	\$39,189
Supplies/Materials								
561100	Instructional Supplies	\$1,620,000	\$2,057,731	\$1,362,044	\$334,907	\$360,779	\$2,057,731	\$0
561200	Office Supplies	\$71,840	\$67,192	\$57,394	\$4,419	\$5,379	\$67,192	\$0
561204	Emergency/Medical Supplies	\$4,000	(\$386)	(\$386)	\$0	\$0	\$0	(\$386)
561210	Intake Center Supplies	\$1,000	\$1,000	\$993	\$0	\$7	\$1,000	\$0
561211	Recruitment Supplies	\$65,000	\$60,000	\$46,070	\$2,397	\$11,533	\$60,000	\$0
561212	Medicaid Supplies	\$15,000	\$10,000	\$3,391	\$1,400	\$5,209	\$10,000	\$0
561501	Diesel	\$153,435	\$153,435	\$113,700	\$12,466	\$27,269	\$153,435	\$0
561503	Gasoline	\$35,000	\$35,000	\$23,544	\$1,330	\$10,125	\$35,000	\$0
561505	Natural Gas	\$1,716,000	\$1,676,000	\$1,332,361	\$0	\$343,639	\$1,638,428	\$37,572
561507	Janitorial Supplies	\$235,000	\$235,000	\$160,102	\$61,596	\$13,301	\$235,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$34,491	\$7,113	\$8,396	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$64,728	\$34,670	\$603	\$100,000	\$0
561510	Building & Ground Supplies	\$150,000	\$150,000	\$133,786	\$13,114	\$3,100	\$150,000	\$0
561511	Propane	\$295,719	\$295,719	\$204,803	\$0	\$90,916	\$239,803	\$55,916
567000	Clothing Supplies	\$40,000	\$33,966	\$33,966	\$0	\$0	\$33,966	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,741	\$0	\$259	\$1,741	\$259
569010	Recreational Supplies	\$20,000	\$15,000	\$11,604	\$699	\$2,697	\$12,303	\$2,697
569029	Athletic Supplies	\$130,000	\$132,238	\$107,993	\$13,608	\$10,637	\$121,601	\$10,637
Subtotal Supplies/Materials		\$4,703,994	\$5,073,894	\$3,692,324	\$487,719	\$893,850	\$4,967,199	\$106,695

ACCOUNT	CLASSIFICATION	FY 19 ORIGINAL BUDGET	FY 19 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	\$50,000	\$39,643	\$39,604	\$39	\$0	\$39,643	\$0
575200	Office Equipment	\$165,000	\$165,000	\$138,842	\$17,324	\$8,834	\$165,000	\$0
575408	Plant Equipment	\$20,000	\$20,000	\$16,623	\$3,086	\$291	\$19,709	\$291
575501	Building Improvements	\$0	\$1,280,000	\$99,323	\$104,477	\$1,076,200	\$1,280,000	\$0
Subtotal Property		\$235,000	\$1,504,643	\$294,391	\$20,449	\$9,126	\$1,504,352	\$291
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,000	\$13,000	\$8,626	\$1,729	\$2,646	\$10,355	\$2,645
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$18,976	\$0	\$1,724	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,367	\$0	\$134	\$9,367	\$134
589201	Mileage	\$33,500	\$18,500	\$9,122	\$418	\$8,960	\$18,500	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$2,381	\$299	\$4,320	\$2,680	\$4,320
589900	Dues & Publications	\$60,000	\$51,839	\$50,120	\$838	\$881	\$50,958	\$881
591004	Athletic Revolving Fund	\$100,000	\$115,000	\$115,000	\$0	\$0	\$115,000	\$0
Total Other/Miscellaneous		\$243,700	\$235,539	\$213,591	\$3,284	\$18,664	\$227,560	\$7,980
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,767,569	\$131,252,856	\$5,236,546	\$21,097,490	\$158,554,473	\$213,096
Other Additional Funding								
	Alliance Non-Reform/Reform	\$12,628,300	\$12,628,300	\$10,333,379	\$0	\$2,294,921	\$12,628,300	\$0
	Alliance Increase from Budget Reductions	\$3,304,168	\$3,304,168	\$2,563,091	\$0	\$741,077	\$3,304,168	\$0
	GF Surplus 15-16	\$575,000	\$575,000	\$0	\$0	\$575,000	\$0	\$575,000
	GF Surplus 14-15	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$0	\$450,000
	Contingency Surplus	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0	\$500,000
	City Non Lapsing Account	\$675,000	\$675,000	\$0	\$0	\$675,000	\$0	\$675,000
Total Additional Funding		\$18,132,468	\$18,132,468	\$12,896,470	\$0	\$5,235,998	\$15,932,468	\$2,200,000
GRAND TOTAL ALL FUNDING		\$176,507,468	\$176,900,037	\$144,149,326	\$5,236,546	\$26,333,488	\$174,486,941	\$2,413,096
Other Surplus Funding								
	General Fund Surplus unused from 14-15		\$1,000,000					\$1,000,000
	General Fund Surplus unused from 15-16		\$425,000					\$425,000
* Surplus expected to be spent in 17-18 was not used - funds remain								

BOARD OF EDUCATION
Waterbury, Connecticut

#7

July 16, 2019

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Finance, the Superintendent recommends the following transfer for fiscal year 2018/2019:

<u>DESCRIPTION</u>	<u>Acct Unit</u>	<u>Account</u>	<u>TO</u>	<u>FROM</u>
Curriculum Instruction – Substitute Teachers	87510301	511212		(\$475,000)
Operation & Maintenance - Custodians	88031006	511226		(\$ 50,000)
Operation & Maintenance - School Maintenance	88031006	511225		(\$ 14,000)
Operation & Maintenance – Building Improvements	88031006	575501	\$539,000	
Transfer is needed for special capital improvement & revenue fund.				
TOTALS			\$539,000	(\$539,000)

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

**Executive Summary****DATE:** July 12, 2019**TO:** Honorable Board of Aldermen
Honorable Board of Education**FROM:** Karen Rainville, School Readiness Liaison**SUBJECT:** Approval of 2019-2021 School Readiness Sub-Grantee Agreement template and Vendors

On behalf of The Waterbury School Readiness Council, I am hereby submitting the FY 2019-2021 Waterbury School Readiness Sub Grantee Agreement template and selection of sub-grantees for presentation and approval by the Waterbury Board of Aldermen and Waterbury Board of Education. The approval request is for a grant period of two years. Funding is to be determined each year by the State of Connecticut. Waterbury has received this grant since 1997 with increases in both funds and resulting number of preschool spaces funded in our public school and community childcare programs.

The total funding for this grant for School Readiness Program for FY 19-20 is \$9,914,748. This will fund 1,329 preschool spaces. Programs recommended to receive funds are listed in the table below. The Waterbury School Readiness Council voted to move forward and fund these 13 sub-grantees selected through a competitive open bid process.

The following have been approved by the Waterbury School Readiness Council for funding:

Program	Grant Award Fiscal Year 2020	Slots and Types	RFP Score
The Ark Child Development Center	704,996	79 Full Day	90.5
Catholic Charities	356,960	40 Full Day	106.5
Children's Community School	321,264	36 Full Day	107.5
Children's Village	178,480	20 Full Day	111
Children's Center of GWHN	776,388	87 Full Day	96.5
Easter Seals Rehabilitation	1,668.788	187 Full	97

Center of Greater Waterbury East and West Campuses		Day	
Naugatuck Valley CC-CDC	187,480	20 Full Day 2 Part Day	106
Muriel H. Moore CDC (NOI Inc.)	740,692	83 Full Day	91
Rainbow Academy Inc.	196,328	22 Full Day	91
St. Mary's CDC	312,340	35 Full Day	99.5
TEAM SLOCUM Inc.	354,816	128 Ext. Day	112.5
Waterbury BD of Education	2,028,000	72 Part Day 284 School Day	98
Greater Waterbury YMCA	2,088,216	234 Full Day	103

Grant Process:

Sub-grantees submitted proposals in accordance to the process specified by the City of Waterbury Procurement Ordinances' through RFP # 6321 # 6327 and #6348 and the Connecticut Office of Early Childhood School Readiness Grant program Application for priority school districts. All applications were reviewed and rated. On March 26, 2019 the Waterbury School Readiness Council voted on recommendations for funding.

Proposal:

The School Readiness grant is intended to provide funds for preschool spaces in center-based programs including for-profit and not-for-profit private preschool programs, public preschool programs, Head Start programs and state-funded day care programs. School Readiness grant funds will be used to reimburse sub grantees dependent on the type of space the program provides for children enrolled in the following per seat/child manner:

SPACE TYPE	SERVICES	RATE
Full Day	10 hours day for 52 weeks	\$8,924
School Day	6 hours day-180 days minimum	\$6,000
Part Day	2.5 hours per day-180 days minimum	\$4,500
Extended Day (Wrap Around)	Extends the day	\$2,772

AGREEMENT
between
The City of Waterbury, Connecticut
and

for
Sub-Grantee Services under the School Readiness Program for
Program Years 2019-2021

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut, 06702 (the "City") and _____, a duly registered State of Connecticut _____ located at _____, Waterbury, CT, _____ ("Contractor" or "Sub-Grantee").

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program ("Grant"), for funding for Grant Years July 1, 2019 through June 30, 2020 and July 1, 2020 through June 30, 2021; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2019 through June 30, 2020; and

WHEREAS, funding for Grant Year July 1, 2020 through June 30, 2021 is contingent upon available funding and a satisfactory annual evaluation; and

WHEREAS, the Contractor has responded to the City of Waterbury Request for Proposal ("RFP") # _____ and was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City desires to obtain the Sub-Grantee's services pursuant to the terms, conditions and provisions set forth in this Agreement and the School Readiness Grant Program (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Sub-Grantee, 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 in conjunction with its the School Readiness Council. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., shall comply with all provisions of the School Readiness Grant, any and all applicable local, state and federal laws, statutes, ordinances and regulations, and generally accepted professional standards, the general policies

for state funded programs, the State Department of Education policies, and City of Waterbury and School Readiness Council Policies.

1.1 The Project consists of Sub-Grantee School Readiness Services, as detailed and described in the documents listed in **Attachment A** which are hereby made material provisions of the Agreement. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Sub-Grantee as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** The School Readiness Grant, consisting of 68 pages, incorporated herein by reference
- 1.1.2** Scope of Services consisting of 1 page, attached hereto
- 1.1.3** City of Waterbury RFP # [REDACTED], consisting of [REDACTED] pages, incorporated herein by reference
- 1.1.4** Addendum #1 to RFP # [REDACTED] dated [REDACTED], consisting of [REDACTED] pages, incorporated herein by reference
- 1.1.5** Sub-Grantee's response to RFP # [REDACTED], consisting of [REDACTED] pages, incorporated herein 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 Sub-Grantee. 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 Scope of Services
- 1.2.2** School Readiness Grant
- 1.2.3** City of Waterbury RFP # [REDACTED]
- 1.2.4** Addendum #1 to RFP # [REDACTED]
- 1.2.5** The Sub-Grantee's response to RFP # [REDACTED]

2. Sub-Grantee Representations Regarding Qualification and Accreditation. The Sub-Grantee represents that, to the extent required by law, it is licensed to perform the scope of work set forth in this Agreement, and is licensed by the State of Connecticut Office of Early Childhood, Division of Licensing, unless exempt, and either accredited by the National Association of Education for Young Children (NAEYC) (or will complete the accreditation process within three (3) years of receipt of school readiness funding), or approved by Head Start as applicable. The Sub-Grantee must meet Connecticut's Standards for Preschool and Readiness Programs. The Sub-Grantee further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement, including any supplementary work and the City relies upon these.

2.1 Representations regarding Personnel. The Sub-Grantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City,

unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Sub-Grantee 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 Sub-Grantee hereby represents that, to the extent required by federal, state and local statutes, regulations, codes, ordinances, and policies, that the Sub-Grantee and/or its employees be licensed, certified, registered, or otherwise qualified, the Sub-Grantee and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Sub-Grantee shall provide to the City a copy of the Sub-Grantee's licenses, certifications, registrations, etc.

2.3 Criminal Background Check and DCF Registry Check. Contractor represents and warrants that it, and its employees who may be assigned to perform the Scope of Services set forth in this Agreement, have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a Connecticut Department of Children and Families ("DCF") registry check and represents that there are no pending actions with the DCF and are not listed on the child abuse and neglect registry. The City and School Readiness Office shall rely upon these representations

2.3.1 The Sub-Grantee agrees that it shall not provide services under this Agreement by an employee or independent contractor who has not had the DCF Registry and state and federal criminal history records check.

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

3.1 Confidentiality/FERPA. The Sub-Grantee shall strictly adhere to all state and federal statutes, laws, rules, policies, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations

established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.1.1 Any and all materials contained in each child's files as entrusted to the Sub-Grantee or gathered by the Sub-Grantee in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the Sub-Grantee shall be used solely for the purposes of providing services under this Agreement. The School Readiness Liaison shall have full access to all Student files.

3.1.2 The Sub-Grantee acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of 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 Sub-Grantee shall comply with the requirements of said statute and regulations, and agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, the Sub-Grantee has no authority to make disclosures of any information from education records.

3.2 Student Data Requirements.

3.2.1 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 Sub- Grantee.

3.2.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Sub-Grantee 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 Sub-Grantee. 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 Sub-Grantee 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 Sub-Grantee that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.2.3 The Sub-Grantee shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.2.4 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 Sub-Grantee receives a request to review Student Data in the Sub-Grantee's possession directly from a student, parent, or guardian, the Sub-Grantee agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Sub-Grantee 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 Sub-Grantee, and correct any erroneous information therein.

3.2.5 The Sub-Grantee shall take actions designed to ensure the security and confidentiality of student data.

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

3.2.7 Student Data shall not be retained or available to the Sub-Grantee upon expiration of the Agreement between the Sub-Grantee and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Sub-Grantee after the expiration of such Agreement for the purpose of storing student-generated content.

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

3.2.9 The Sub-Grantee 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.

3.2.10 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.

3.3 Use of City Property. To the extent the Sub-Grantee is required to be on City property to render its services hereunder, the Sub-Grantee shall have access to such areas of City property as the City and the Sub-Grantee agree are necessary for the performance of the Sub-Grantee's services under this Agreement (the "Site" or the "Premises") and at such times as the City and the Sub-Grantee may mutually agree. Sub-Grantee 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. Sub-Grantee 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 the 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 Sub-Grantee, the City may, but shall not be required to, correct same at Sub-Grantee's expense. The City shall confirm in writing any oral notice given within five (5) days thereafter.

3.4 Working Hours. To the extent the Sub-Grantee is required to be on City property to render its services hereunder, the Sub-Grantee 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 Sub-Grantee, unless written permission is obtained from the City to work during other times. This condition shall not excuse Sub-Grantee from timely performance under the Contract. The work schedule must be agreed upon by the City and the Sub-Grantee.

3.5 Publicity. Sub-Grantee agrees not to deliberately disclose the fact that the City has entered into or terminated this Agreement or disclose any of the terms of the Agreement 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.

3.6 Sub-Grantee's Employees. The Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed the School Readiness Grant or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Agreement and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Sub-Grantee to complete Due Diligence prior to submission of its proposal shall be borne by the Sub-Grantee. Furthermore the Sub-Grantee 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** 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;
- 3.7.5** has given the City written notice of any conflict, error or discrepancy that the Sub-Grantee has discovered in the Proposal Documents; and
- 3.7.6** 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 Sub-Grantee shall deliver upon request and as required by the School Readiness Grant, written reports that include but are not limited to, Quarterly Financial Reports, Site Data Sub-Grantee Reports, substantiating documents and invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth (i) the date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Sub-Grantee and/or delivered by the Sub-Grantee 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 5 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, and (vi) any and all additional useful and/or relevant information. Each report shall be signed by the Sub-Grantee's president or authorized signatory.

- 3.8.1** NOTE, the Sub-Grantee's failure to deliver any report required herein shall be deemed a material breach of this contract, the City hereby reserves the right to exercise all available legal remedy(ies) to address said breach.

4. Contract Time. The Sub-Grantee shall provide School Readiness Services to children as identified by the Grant commencing on July 1, 2019 and terminating on June 30, 2021, within available State appropriations.

- 4.1** Time is and shall be of the essence for all Project milestones and completion dates for the Project. The Sub-Grantee further agrees that the work shall be prosecuted

regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above.

5. Compensation. The City shall compensate the Sub-Grantee for satisfactory provision of all of the goods and services set forth in this Agreement for the approved number and type of slots for said Sub-Grantee as follows in this Section 5.

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed the total amount of the Grant award for the Sub-Grantee per Grant Year, less any intercept funds withheld from the State of Connecticut, CHEFA for the term of this Agreement. The fee payable to the Sub-Grantee for the 2020-2021 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment for Day slots is as follows

- (i) The Sub-Grantee shall be compensated an amount of Four Thousand Five Hundred Dollars (\$4,500.00) per each Part Day slot which shall consist of 2.5 hours per day – 180 day minimum.
- (ii) The Sub-Grantee shall be compensated the amount of Six Thousand Dollars (\$6,000.00) per each School Day slot which shall consist of 6 hours per day – 180 days minimum.
- (iii) The Sub-Grantee shall be compensated the amount of Eight Thousand Nine Hundred Twenty-Four Dollars (\$8,924.00) per each Full Day slot which shall consist of 10 hours per day for 52 weeks.
- (iv) The Sub-Grantee shall be compensated the amount of Two Thousand Seven Hundred Seventy-Two Dollars (\$2,772.00) per each Extended Day (Wrap Around) slot which extends the day.

5.2 The Sub-Grantee agrees that at any time during this contract the number of slots allotted to them may be reduced, increased, or modified. As a result of said modification, reduction, or increase the compensation to the Sub-Grantee shall be reduced or increased accordingly.

5.3 Limitation of Payment. Compensation payable to the Sub-Grantee is limited to those fees set forth in Section 5.1.1 above. Such compensation shall be paid by the City upon review and approval of the Sub-Grantee's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Sub-Grantee'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.

5.3.1 The Sub-Grantee 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 Sub-Grantee in an amount equaling the sum or sums of money Sub-Grantee and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Sub-Grantee's and/or its affiliate's real and personal tax obligations to the City.

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

5.5 Proposal Costs. All costs of the Sub-Grantee in preparing its proposal for this contract shall be solely borne by the Sub-Grantee and are not included in the compensation to be paid by the City to the Sub-Grantee under this Agreement or any other Agreement.

5.6 Payment for Services, Materials, Employees. The Sub-Grantee shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Agreement. The Sub-Grantee 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 Sub-Grantee shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6. 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 Sub-Grantee for that item. Sub-Grantee 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.

7. Indemnification

7.1 The Sub-Grantee shall indemnify, defend, and hold harmless the City and its boards, the City's 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, deliverables, incidentals, caused in whole or in part by any willful or negligent act or omission of the Sub-Grantee, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

7.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Sub-Grantee or any employee of the Sub-Grantee, 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 7.1, 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

Sub-Grantee or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

7.3 The Sub-Grantee understands and agrees that any insurance required by this Agreement, or otherwise provided by the Sub-Grantee, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Agreement.

8. Claims against the State. The City of Waterbury agrees that the sole and exclusive means for 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.

9. Sub-Grantee's Insurance. The Sub-Grantee shall not commence work under this Agreement until all insurance required under this Section 9 has been obtained by the Sub-Grantee and such insurance has been approved by the City. The Sub-Grantee 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.

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

9.2 The Sub-Grantee's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Sub-Grantee'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. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.3 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 Sub-Grantee:

9.3.1 General Liability Insurance: 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. General Liability Insurance: \$1,000,000 per Occurrence / \$2,000,000 Aggregate.

- 9.3.2** Automobile Liability Insurance: 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 owned or non-owned vehicle. Automobile Liability Insurance: \$1,000,000 per Accident, combined single limit (CSL).
 - 9.3.3** Workers' Compensation: Sub-Grantee shall comply with all State of Connecticut statutes as it relates to workers' compensation. Workers' Compensation: Statutory Limits within the State of Connecticut.
 - 9.3.4** Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage. Excess Liability Insurance: Not Required.
 - 9.3.5** Professional Liability Insurance: Professional liability (also known as, errors and omissions) insurance providing coverage to the Sub-Grantee. Professional Liability Insurance: Not Required.
 - 9.3.6** Sexual Abuse / Molestation Liability Insurance: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. Sexual Abuse / Molestation Liability Insurance (including corporal punishment): \$1,000,000 per Occurrence / \$1,000,000 Aggregate.
 - 9.3.7** Employee Dishonesty Liability Insurance: Coverage for employee theft of money, securities, or property, written with a per loss limit, a per employee limit, or a per position limit. Employee Dishonesty Liability Insurance: \$100,000 per Occurrence (deductible of \$2,500 or less).
 - 9.3.8** Directors & Officers Liability Insurance: Insures corporate directors and officers against claims, most often by stockholders and employees, alleging financial loss arising from mismanagement. Directors & Officers Liability Insurance: \$1,000,000 per Claim / \$1,000,000 Aggregate.
- 9.4** Failure to Maintain Insurance: In the event the Sub-Grantee fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Sub-Grantee's invoices for the cost of said insurance.
- 9.5** Cancellation: The City of Waterbury shall receive written notice of cancellation from the insurer at least 30 calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.
- 9.6** Certificates of Insurance: At the time the Sub-Grantee executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above

coverages, including the naming of the City of Waterbury, as follows: “The City of Waterbury and its Board of Education (if applicable) are listed as additional insured as their interests may appear”. The City's request for proposal number must be shown on the certificate of insurance. The Sub-Grantee must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.

9.7 Upon request the Sub-Grantee shall deliver to the City a copy of the Sub-Grantee's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Agreement, the Sub-Grantee represents and warrants that, at all pertinent and relevant times to the Agreement, 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 Sub-Grantee 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); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1 Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Sub-Grantee's work and services shall be secured in advance and paid by the Sub-Grantee. The Sub-Grantee 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 Sub-Grantee for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Sub-Grantee remains liable, however, for any applicable tax obligations it incurs. Moreover, the Sub-Grantee represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

10.3 Labor and Wages. The Sub-Grantee 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 Sub-Grantee 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 Agreement.

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

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

11.2 Equal Opportunity. In its execution of the performance of this Agreement, the Sub-Grantee 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 Sub-Grantee 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. Termination.

12.1 Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Sub-Grantee, the Sub-Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-Grantee shall violate any of the covenants, Agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Sub-Grantee under this Agreement shall, at the option of the City, become the City's property, and the Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

12.2 Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Sub-Grantee. If this Agreement is terminated by the City as provided herein, the Sub-Grantee 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 Sub-Grantee covered by this Agreement, less payments of compensation previously made.

12.3 Termination for Non-Appropriation or Lack of Funding. The Sub-Grantee 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 Sub-Grantee 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 for City payment(s) under this Agreement is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

12.4 Rights upon Cancellation or Termination.

12.4.1 Termination for Cause. In the event the City terminates this Agreement, for cause, the Sub-Grantee 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 Sub-Grantee shall transfer all licenses to the City which the Sub-Grantee is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Sub-Grantee for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Sub-Grantee 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.

12.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee may negotiate a mutually acceptable payment to the Sub-Grantee for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

12.4.3 Termination by the Sub-Grantee. The Sub-Grantee may, by written notice to the City, terminate this Agreement if the City materially breaches, provided that Sub-Grantee shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty-day period. In the event of such termination, the Sub-Grantee will be compensated by the City for work performed prior to such termination date and Sub-Grantee shall deliver to the City all deliverables as otherwise set forth in this Agreement.

12.4.4 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, including but not limited to any contracts and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

12.5 Delivery of Documents. In the event of termination, (i) the Sub-Grantee 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 Sub-Grantee for all services performed and deliverables completed and accepted (prorated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

12.6 Ownership of Instruments of Professional Services. The City acknowledges the Sub-Grantee's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Agreement, 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 Agreement 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.

13. Force Majeure. Sub-Grantee 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:

- (i) Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.
- (ii) Change of law and order, proclamation, regulation, ordinance, or governmental requirement.
- (iii) Delays caused by the Sub-Grantee's vendors, except where such delays are the result of lack of adequate coordination by the Sub-Grantee.

13.1 Upon cessation of work for reason of force majeure delays, Sub-Grantee shall use its best efforts to meet the schedule set forth in Section 4 of this Agreement.

14. Subcontracting. Except as required by the Connecticut Office of Early Childhood, Division of Licensing, the Sub-Grantee shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Sub-Grantee's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Sub-Grantee 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 Sub-Grantee from its requirement that all work and services provided or required hereunder shall comply with all federal, state and local, laws, regulations and ordinances.

14.1 The Sub-Grantee shall be as fully responsible to the City for the acts and omissions of the Sub-Grantee'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 Sub-Grantee.

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

16. Audit. The Sub-Grantee shall comply with all Audit requirements as set forth in the School Readiness Grant. The City reserves the right to audit the Sub-Grantee's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this School Readiness. In the event the City elects to make such an audit, the Sub-Grantee shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

17. Interest of Sub-Grantee. The Sub-Grantee 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 Sub-Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed.

18. Entire Agreement. This Agreement shall constitute the complete and exclusive statement of the Contract between the parties as it relates to this transaction and supersedes all previous Agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and agreed to and executed by the City and the Sub-Grantee.

19. Independent Contractor Relationship. Except with regard to the Waterbury Public Schools as Sub-Grantee, the relationship between the City and the Sub-Grantee is that of client and independent contractor. No agent, employee, or servant of the Sub-Grantee shall be deemed to be an employee, agent or servant of the City. The Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. It is the express intention of the parties hereto, and the Sub-Grantee hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Sub-Grantee 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 Sub-Grantee or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Sub-Grantee 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 Sub-Grantee shall be solely and entirely responsible

for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

20. 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.

21. 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.

22. Conflicts or Disputes. This Agreement represents the full and complete concurrence between the City and the Sub-Grantee and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Agreement, 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 (a) the City's aforementioned RFP and (b) the Sub-Grantee's proposal responding to the aforementioned RFP are hereby fully incorporated by the foregoing reference.

22.1 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.

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

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

24. Binding Agreement. The City and the Sub-Grantee each bind themselves, and their successors, assigns and legal representatives and inure to the benefit of the parties hereto, to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

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

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

27. Notice. Except as otherwise specifically prohibited in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Sub-Grantee, 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:

Sub-Grantee:

City:

City of Waterbury
Department of Education
236 Grand Street, 1st Floor
Waterbury, CT 06702
Attn: Chief Operating Officer

with a copy to:

City of Waterbury
Office of Early Childhood
30-B Church Street
Waterbury, CT 06702
Attn.: School Readiness Liaison

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

28.1 The Person/ Contractor/ Sub-Grantee (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:

- (i) 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.

- (ii) 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.
- (iii) 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 Sub-Grantee or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- (iv) 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.
- (v) Upon a showing that a subcontractor made a kickback to the City, a prime Sub-Grantee 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.
- (vi) 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 (vi), 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 (vi) 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.

- (vii) 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 (1) 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; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) 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 (4) 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 (vii) shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person
- (viii) The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections (i-vii).
- (ix) The Sub-Grantee 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.
- (x) The Sub-Grantee 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/9569/9605/9613/15125.aspx> [click link titled "*The City of Waterbury - Code of Ordinances. (Rev. 1/1/14)*". 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"]
- (xi) The Sub-Grantee is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

- (xii) 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.
- (xiii) Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.
- (xiv) Prohibition against Contingency Fees. The Sub-Grantee 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.
- (xv) Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Sub-Grantee set forth in Section 5 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Sub-Grantee 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.

(The next page is the signature page)

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

WITNESS:

CITY OF WATERBURY

By: _____

Neil M. O’Leary, Mayor

Duly authorized

Date: _____

WITNESS:

By: _____

Its _____

Duly authorized

Date: _____

ATTACHMENT A
SCHOOL READINESS GRANT PROGRAM

1. The School Readiness Grant, consisting of 68 pages, incorporated herein by reference
2. Scope of Services consisting of 1 page, attached hereto
3. City of Waterbury RFP # , consisting of pages, incorporated herein by reference
4. Addendum #1 to RFP # , dated , 2019, consisting of pages, incorporated herein by reference
5. A response from the Sub-Grantee to RFP # , consisting of pages, incorporated herein by reference

ATTACHMENT A
SCHOOL READINESS GRANT PROGRAM
SCOPE OF SERVICES

1. The Sub-Grantees of the School Readiness Grant Program are all providers who agree to provide school readiness services to Waterbury preschool children and/or children of parents working in Waterbury. The providers agree to comply with their duties as set forth in school readiness statutes, regulations, rules and policies, including state, local and council rules and the relevant laws relating to licensing and the state and local departments of public health and accreditation rules of the National Association for the Education of Young Children and federal rules including Head Start, if applicable.
2. All school readiness programs provided by the Sub-Grantee shall be nonsectarian, shall assure that children with disabilities are integrated into programs available to children who are not disabled and shall not discriminate against children on the basis of race, color, national origin, gender, religion or disability.
3. The Sub-Grantee further agrees to provide quality school readiness programming in accordance with the Connecticut Early Learning and Development Standards programs which comply with the program types set forth in the relevant statutes, state department guidance, local or council rule or policy, and teachers properly credentialed or certified as required by state and local law.
4. Appropriate records and evidence that the Sub-Grantee's program meets the School Readiness Program Component requirements in the areas of general information, plan for collaboration with other community programs and services, parent involvement, parenting education and outreach, referrals for health services, including referrals for appropriate immunizations and screenings, nutrition services, family literacy, admission policies, transition plan, professional development plan and experiences, sliding fee scale, efforts to seek out families who meet low income criteria, and evaluation of the program must be kept by said Sub-Grantee.
5. They agree to comply with all other state, local, education department or council rules with respect to billing, auditing, monitoring, open access to programs relating to the School Readiness Grant Program.

WATERBURY PUBLIC SCHOOLS

Meeting Agenda

Group/Team:	BOE Curriculum Committee		
Location: Superintendent's Conference Room Chase Building	Date of Meeting July 10, 2019	Start Time: 5:00 p.m.	Finish Time
Team Norms:			
1. All meetings will start on time 2. All issues will be approached with a positive attitude 3. A specific agenda will be set for all meetings 4. All team members will agree to stay on specific agenda topics 5. Decisions regarding future directions will be based upon actual data			
Purpose of Meeting – Instructional Focus:			
Agenda Items – (Items should reflect next steps from previous meeting.)			
	Agenda Item	Time Allotted	Person Responsible
1.	Introduction	5 minutes	Darren Schwartz
2.	Social Studies 6-8 Curriculum <ul style="list-style-type: none"> • Geography • Economics • History • Civics 	10 minutes	Darren Schwartz
3.	Preschool Curriculum	10 minutes	Darren Schwartz Maureen Bergin
4.	Mathematics 9-12 Curriculum	10 minutes	Darren Schwartz Jan Frenis
5.	English/Language Arts (ELA) 9-12 Curriculum	10 minutes	Darren Schwartz Dena Mortensen
6.	English/Language Arts (ELA) K-5 Curriculum	10 minutes	Darren Schwartz Dena Mortensen
7.	Science Curriculum <ul style="list-style-type: none"> • Chemistry 	10 minutes	Darren Schwartz John Reed
8.	Health Curriculum	10 minutes	Darren Schwartz Joe Gorman

WATERBURY PUBLIC SCHOOLS

Meeting Minutes

Group/Team:	BOE Curriculum Committee		
Location:	Superintendent's Conference Room	Norms Reviewed:	Yes
Date of Meeting:	July 10, 2019	Start Time:	
Minutes Prepared By:		Finish Time:	

Attendance at Meeting			
	Name	Position	
1	Doreen Schwann	Chief Academic Officer	DMS
2	Tom Van Stone	BOE	Tom Van Stone
3	Karlyn Fitzpatrick	Teacher	Karlyn Fitzpatrick
4	P. Veda Harris	Teacher	P. Veda Harris
5	Angela Joyce	Teacher	Angela Joyce
6	Verna D. Ruffin	Superintendent	Verna D. Ruffin
7	Janet Frenis	Math Supervisor	Janet Frenis
8	Chuck Pacheco	BOE	Chuck Pacheco
9	John Reed	Science, Tech Ed Sup.	John Reed
10	Maureen Berge	Early Childhood Sup.	Maureen Berge
11	Dena Mortensen	Reading & Eng/Lang Arts Sup.	Dena Mortensen
12	CREG RODRIGUEZ	Dep. Superintendent	CREG RODRIGUEZ
13	Kari Nizzardo	Science Dept Chair	K. Nizzardo
14	Joe Gorman	Supv. Health & PE	Joe Gorman
15	Juanita Hernandez	BOE	Juanita Hernandez
16	Warren Leach	Whigwag Society	Warren Leach
17	GINNE-BAE CLAY	WBY NAACP	GINNE-BAE CLAY
18	Kristopher Reese	Wby NAACP / Grace RC.	Kristopher Reese
19			
20			

Purpose of Meeting – Instructional Focus:

Meeting Notes, Decisions, Issues (May include the meeting agenda)

WATERBURY PUBLIC SCHOOLS

Meeting Minutes by C. PAGANO

7/10/2019

Meeting Notes Continued

Introductions - 5:05

meeting start - 5:10 with remarks by T.B.G. & Dennis Schuster

#1 Social Studies Grades 6-8 - status updates with some future
visions by Superintendent Ruffin.
motion to move to full Board by C. PAGANO & Seconded by
Juanita Hernandez. All in favor vote.

5:50 #2 Preschool Curriculum - Maureen Beggin Presented.
motion to move to full board by PAGANO & Seconded by Hernandez.
All in favor.

6:05 #3 Math 9-12 Curriculum - JA-Frenis Presented.
motion to move to full board by Hernandez & 2nd by PAGANO.

6:25 #4 ELA 9-12 Curriculum - Dena Montenegro presented
motion to move to full board by Hernandez & 2nd by PAGANO

6:35 #5 ELA K-5 Curriculum update - Dena Montenegro
motion to move to full board by Hernandez & 2nd by PAGANO

6:43 #6 Science (Chemistry) Curriculum - John Reed & Kasi
Nizzardo - motion by PAGANO & 2nd by Hernandez

6:57 #7 - Health - JOE Gorman motion to move to full
board by Hernandez & 2nd by PAGANO

7:14 - motion to Adjourn by Hernandez & second by PAGANO

Next Steps (Include action items)

Action	Assigned to	Due Date

Next Meeting

Date:		Time:		Location:	
Agenda:					

Meeting Minutes guidelines:

- Publish Minutes within 48 hours of any meeting
- Minutes available to all stakeholders (binders, shared drive, e-mail, website)
- Send Minutes via email to all team members

One Page Curriculum Committee Summary

#2

Content Area: Social Studies

Grades: 6-8

Summary of Proposed Curriculum/Textbook Updates

A core of group of 14 educators were selected and consistently met to develop curriculum and identify resources to support student learning. A process was developed to select material-RFP was written, several vendors applied to the RFP a rubric was used to select a product, and the committee collaborate with Purchasing and the Business Office to purchase.

Each Unit is aligned to Common Core State Standards (ELA and Social Studies Reading and Writing) with a progression from grades 6-8.

Each unit is also aligned to the C3 (College, Career and Civic Life) Framework. Grades 6 and 7 have a focus on the Geography lens and Grade 8 has a focus on the History Lens.

Grade 6 Overview: Topics to be covered: Introduction to Geography, Asia, Africa, and Australia, New Zealand, Oceania, and Antarctica.

Grade 7 Overview: Topics to be covered: Review of Basic Geography, North America, South America, Europe, and Central Asia, Caucasus, and Siberian Russia

Grade 8 Overview: Topics to be covered: Pre-Revolutionary America, Revolutionary War and New Government, Beginnings of Westward Expansion, and The Civil War.

Supporting Materials

- Access to all material online
- Consumables for all students in the form of inquiry journals and Reading Essentials and Study Guide workbooks.
- Each unit has a Project Based Lesson imbedded into it. Each unit also has a Performance Based Project per chapter.
- Common Assessments
- Clear and concise connection to ELA Standards for teachers to support
- Optional Material for Spanish Speakers in their native language
- Ability to modify assessments/content for Special Education and English Language Learners: Teacher Edition outlines specific strategies for English Language Development in every lesson to address the needs of Emerging, Expanding, and Bridging Level Learners. It also identifies specific activities for English Language Learners, students who are approaching level (AL), and beyond level (BL). The text is set for grade level.
- Access to professional development for teachers on the product and resources available to them through the online platform.
- Much more!

Waterbury Public Schools-Academic Office One Page Curriculum Committee Summary

#3

Waterbury Public Schools Academic Office Mission- The mission of the Waterbury Public Schools Academic Office is to lead curricular coherence and advance instructional efficacy. We hold a collective accountability to continuously improve our own professional practice, as well as the effectiveness of our colleagues within the system. The Academic Office creates this learning environment for adult and student learners, as to answer the essential questions for the Portrait of a Graduate:

- What do I need to know and do to lead a productive and satisfying life?
- What qualities of mind and character empower me to pursue a productive and satisfying life?

Content Area: Early Childhood

Grades: Pre-k 3 and 4

Summary of Proposed Curriculum/Textbook Updates

Through the work of the Connecticut Office of Early Childhood, Connecticut Early Childhood Cabinet, and its Early Learning Standards Workgroup, comprehensive Early Learning Development Standards (CT ELDS) were developed for the State of Connecticut preschool programs. These standards form the basis of learning for students enrolled in preschool programs throughout Connecticut school districts.

The Creative Curriculum for Preschool consists of in-depth investigations aligned to the CT ELDS. These investigations begin with children's questions and encourage them to apply skills in literacy, mathematics, the arts, and technology as they explore concepts in science and social studies. Built on an understanding of how children grow and develop, best practices in early education and the latest research, The Creative Curriculum recognizes that children are curious, active learners who are capable of deep cognitive engagement with topics that are relevant to their lives.

The Creative Curriculum provides extensive resources, along with an assessment program, for teachers that are aligned to the CT ELDS and promotes positive social emotional development and learning opportunities for children of all abilities. The curriculum consists of six units of study, each based on real world experiences of young children. Each study begins with an exploration of the topic and assists children in understanding the vocabulary and developing questions about what they will learn. As the study is implemented, students and staff participate in investigative learning that will help children expand their understanding of each study. Finally, a celebration of learning occurs with children demonstrating through child centered activities their understanding of the study.

Robust studies included in the curriculum that are specific to children ages three and four include:

1. The Beginning of the Year
2. Balls Study
3. Clothes Study
4. Reduce, Reuse, Recycle Study
5. Trees Study
6. Buildings Study

The Early Childhood Curriculum Team worked extensively to identify a curriculum resource that would allow all preschoolers the opportunity to grow emotionally and maximize their learning potential during the critical early years of preschool. Through use of pacing guides and understanding of developmentally appropriate instruction for young children, teachers will provide preschool students in Waterbury the necessary skills to be successful in kindergarten and beyond.

Waterbury Public Schools-Academic Office

One Page Curriculum Committee Summary

#4

Waterbury Public Schools Academic Office Mission- The mission of the Waterbury Public Schools Academic Office is to lead curricular coherence and advance instructional efficacy. We hold a collective accountability to continuously improve our own professional practice, as well as the effectiveness of our colleagues within the system. The Academic Office creates this learning environment for adult and student learners, as to answer the essential questions for the Portrait of a Graduate:

- What do I need to know and do to lead a productive and satisfying life?
- What qualities of mind and character empower me to pursue a productive and satisfying life?

Content Area: Mathematics

Grades: 9-12

Summary of Proposed Curriculum/Textbook Updates

Implement SpringBoard by CollegeBoard as Algebra I, Algebra II, Geometry and Pre-Calculus resource

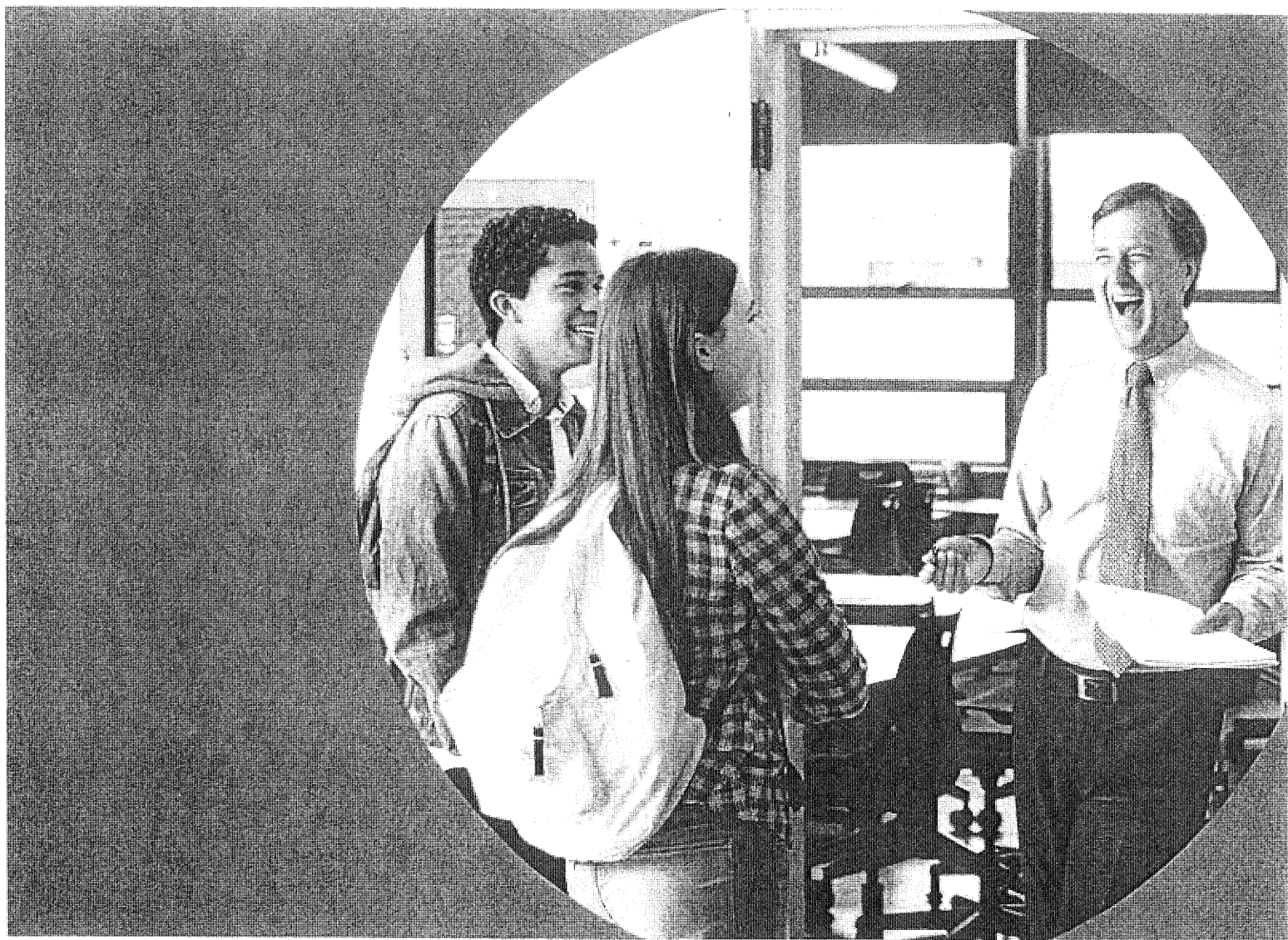
- Research-based, standards aligned, student centered approach
- Integrates the Standards for Mathematical Practices
- Emphasis on mathematical modeling in real-world contexts
- Includes directed and investigative activities
- Aligned to the SAT Suite of Assessments
- Library of tools, resources, and supports for special education, English learners, advanced and struggling students
- Includes digital math tools
 - Desmos
 - Geogebra
- Formative and summative assessments
 - Items mirror SAT assessments
 - Technology enhanced items
 - Print and online assessments available

Proposed Curriculum Updates

- Revise current documents to include new curriculum resource – Algebra I, Algebra II, Geometry and Pre-Calculus
- Revise mid-term and final exams

SpringBoard®

An Overview of the Mathematics Curriculum



Adding support and differentiation with Skills Workshops

Found online in Teacher Resources, these supplementary instructional resources can be used for differentiation and to support teachers in activating prior knowledge and building fluency.

Skills Workshops

Getting Ready Practice

Offers additional instruction on prerequisite skills prior to beginning each unit.

Mini-Lessons

Help build procedural fluency and conceptual understanding at point of use throughout each unit.

Additional Unit Practice

Allows for further opportunities to demonstrate mastery of concepts and skills upon completion of each unit.

Giving teachers clear, consistent planning support

The Teacher Edition helps teachers with purposeful planning with distinctly labeled “Planning the Unit” sections, as well as shorter “Plan” callouts in each lesson. A plan-teach-assess-adapt instructional pathway is clearly defined throughout.

Teacher planning supports

- Planning the Unit
- AP® and college readiness callouts
- Teacher-to-Teacher tips
- Suggested Pacing chart
- Resources pages in the back of the book
- Unit resources at a glance
- Unit Overview



Bringing a New Energy to Every Classroom

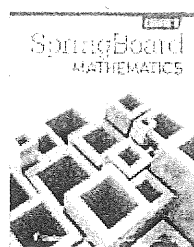
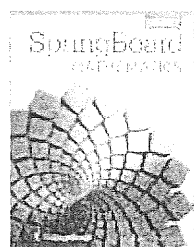
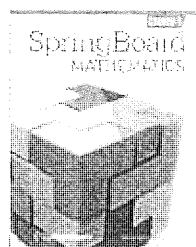
Thank you for taking time to review SpringBoard® Mathematics. Please use this walk-through guide to familiarize yourself with our program.

Taking a fresh approach with SpringBoard

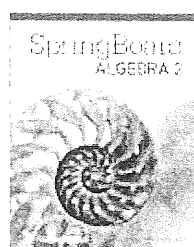
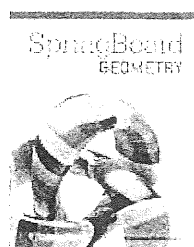
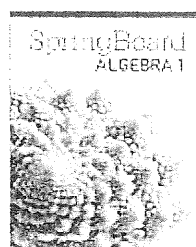
SpringBoard is an integrated Mathematics instructional program for grades 6–12, available in print and as an award-winning digital platform. SpringBoard was built on a simple core belief: When teachers are supplied with the best materials, strategies, and professional support, student success follows.

Created by teachers for teachers, SpringBoard is a research-based, student-centered approach that brings newfound energy to every classroom. This classroom-tested curriculum is completely aligned to state standards, Advanced Placement® (AP®) course frameworks, and the SAT® Suite of Assessments to teach students the skills and knowledge that matter most for college and career readiness.

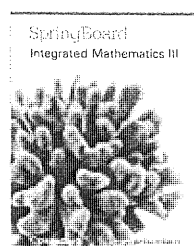
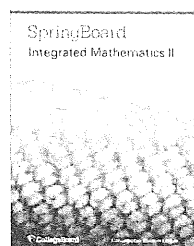
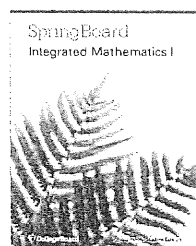
WHAT'S AVAILABLE FOR EACH GRADE, 6-12



MIDDLE SCHOOL SERIES



TRADITIONAL PATHWAY



INTEGRATED PATHWAY

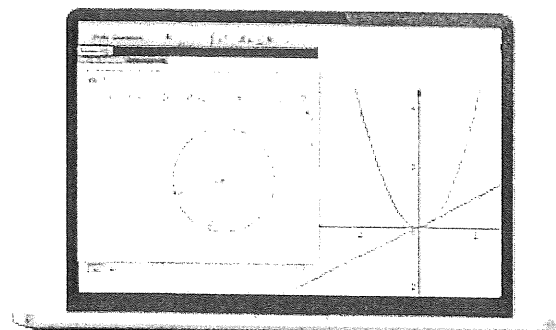
FULL ALIGNMENT TO STATE STANDARDS

With both print and digital versions, it's easy for teachers and students to see how SpringBoard aligns to every state standard.

- Learning targets (standards in student-friendly language)
- Correlations viewer in SpringBoard Digital



CONSULT YOUR DIGITAL WALK-THROUGH GUIDE TO ACCESS ALL OF THE RESOURCES AVAILABLE IN SPRINGBOARD DIGITAL.



SPRINGBOARD DIGITAL

Preparing for the real world

Beginning in middle school, SpringBoard Math supports college and career readiness. Students are given opportunities to build conceptual understanding, procedural fluency, and application of skills to be successful on the SAT, in Advanced Placement classes, and beyond. They learn to work collaboratively with their peers to solve complex math problems and effectively communicate their mathematical reasoning.

- Emphasis is put on mathematical modeling in real-world contexts.
- Students build quantitative and abstract reasoning skills.

A balanced approach to learning

Directed Activity

Students learn a concept or skill through direct instruction.

Investigative Activity

Students learn a concept or skill through discovery-based learning.

Guided Activity

Students learn a concept or skill through a combination of direct instruction and discovery-based learning.



Signal box callouts:

- Math Tips
- Technology Tips
- Connect to ...
- Reading Math
- Writing Math
- Point of Integration (in IM only)



Fostering mathematical literacy

Students learn subject-specific Math Terms and interdisciplinary Academic Vocabulary. Callouts for Developing Math Language are embedded in the SpringBoard pedagogy. Learning Strategies encourage use of Graphic Organizers, Interactive Word Walls, and Math Notebooks to foster deep understanding and accountability.

- Developing Math Language promotes student use of precision with accurate terminology and symbolic notation.
- Key Terms, including Academic Vocabulary and Math Terms, are highlighted in Unit Overview and called out in signal boxes throughout lessons.
- Suggested Learning Strategies (in both Student and Teacher Editions) provide support for not only accessing the instructional content but also developing skills in literacy in mathematics.
- Discussion Group Tips encourage mathematical discourse.

Enhancing learning with digital math tools

SpringBoard has partnered with some of the most respected providers of educational technology to provide virtual digital math tools. Teachers can choose from a variety of these powerful tools categorized by strands of mathematics.

desmos

GeoGebra

Assessing student progress

Embedded Assessments in each unit form the backbone of the instructional pathway by giving students and teachers explicit learning goals and destinations. And we provide multiple opportunities for additional formative and summative assessments of progress. There are items that mirror questions on the SAT and state assessments, as well as tech-enhanced items.

Formative assessments

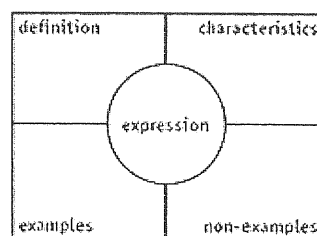
- Check Your Understanding
- Lesson Practice
- Short-Cycle Assessments
 - Activity Practice
- Embedded Assessments
 - Teacher Assessment Builder to create custom assessments and additional practice

Summative assessments

- End-of-Unit Assessments
- Teacher Assessment Builder to create custom assessments

Adapting easily to different student needs

A rich library of tools, resources, and supports lets teachers adapt instruction for all students, including special education, English learners, and advanced and struggling students. And there are opportunities to extend learning to further challenge all students.



GRAPHIC ORGANIZER

Differentiating Instruction

Support students who are learning English by providing linguistic assistance through translations of key terms and other language, especially as discussions focus on increasingly more challenging concepts. Group students carefully to ensure participation of all group members in class discussions.

DIFFERENTIATING INSTRUCTION

Find out more about how SpringBoard helps bring classrooms to life. Visit springboard.collegeboard.org or call us at 877-999-7723.

Waterbury Public Schools-Academic Office

One Page Curriculum Committee Summary

#5

Waterbury Public Schools Academic Office Mission- The mission of the Waterbury Public Schools Academic Office is to lead curricular coherence and advance instructional efficacy. We hold a collective accountability to continuously improve our own professional practice, as well as the effectiveness of our colleagues within the system. The Academic Office creates this learning environment for adult and student learners, as to answer the essential questions for the Portrait of a Graduate:

- What do I need to know and do to lead a productive and satisfying life?
- What qualities of mind and character empower me to pursue a productive and satisfying life?

Content Area: Reading and English/Language Arts

Grades: K-5 and 9-12

Summary of Proposed Curriculum/Textbook Updates

K-5 Reading and English Language Arts

This year we plan to:

- revise our curriculum to align Common Core Standards in ELA with resources and materials
- monitor and provide implementation support for Wonders for teachers and administrators
 - Instructional data teams will delve into lesson content and delivery
 - Walk-through tools will be created and shared with administrators and teachers
- revise small group planning guides and provide implementation support small group differentiated instruction
 - Refine coaching cycles for ELA staff and classroom teachers with the support of external coaches from CT's literacy model.
 - Provide ongoing support and PD to the Reading/Title I Literacy interventionists for the Lively Letters Tier III Intervention program
- monitor and provide implementation support for Foundations with a focus on early reading skills
 - Identify a new primary coaching site
 - Certify three new facilitators in Foundations Level 2 to build capacity across the district
- update our mCLASS assessment from DIBELS Next to DIBELS 8
 - More culturally responsive
 - Provide additional assessments to pinpoint student needs
 - Drops assessments that proved less beneficial

Grades 9-12 English/Language Arts

- Revise curriculum to align Common Core Standards in ELA to resources and materials
- Implement SpringBoard, an ELA program by College Board aligned to Common Core Standards and the SAT.
 - Aligned to the SAT Suite of Assessments
 - Instructional focus on Close Reading, Vocabulary in Context, and Writing
 - Supports provided for special education and EL students

SpringBoard®

An Overview of the English Language Arts Curriculum



Assessments

We provide multiple opportunities for additional formative and summative assessments of progress. There are items that mirror questions on the SAT and state assessments, as well as tech-enhanced items.

Assessment supports

- ELA Assessments
- Check Your Understanding
- Short-Cycle Assessments
- Tech-Enhanced Items
- Writing Prompts
- End-of-Unit Assessments
- Scoring Guides for Embedded Assessments
- Student Exemplars



Giving teachers clear, consistent planning support

The Teacher Edition helps planning with distinctly labeled “Planning the Unit” sections, as well as shorter “Plan” callouts. A plan-teach-assess-adapt instructional pathway is clearly defined throughout.



Teacher planning supports

- “Plan” section of Teacher Wrap
- Unit resources at-a-glance
- AP and college readiness callouts
- Teacher-to-Teacher tips
- Resources sections of Teacher Edition
- Pacing guide

Bringing a New Energy to Every Classroom

Thank you for taking the time to review the SpringBoard® English Language Arts Program. Please use this walk-through and checklist to familiarize yourself with our program.

Taking a fresh approach with SpringBoard

SpringBoard is an integrated English Language Arts (ELA) instructional program for grades 6–12, available in print and as an award-winning digital platform. Created by teachers for teachers, SpringBoard is a research-based, student-centered approach. This classroom-tested curriculum is completely aligned to state standards, Advanced Placement® (AP®) course frameworks, and the SAT® Suite of Assessments to teach students the skills and knowledge that matter most for college and career readiness.






Engaging students with an integrated approach to literacy

SpringBoard moves right into compelling texts, giving you tools, supports, and pedagogical approaches to let students engage with the content. We believe reading, writing, speaking, and listening are learned best when learned together. You'll see examples of this integrated approach throughout our materials.

Beginning with the end in mind

Embedded Assessments in each unit form the backbone of the instructional pathway by giving students and teachers explicit learning goals and destinations. Students understand why the skills they're developing matter.

WHAT'S AVAILABLE FOR EACH GRADE, 6–12

SpringBoard English Language Arts	SpringBoard English Language Arts	SpringBoard English Language Arts	SpringBoard English Language Arts	SpringBoard English Language Arts
Senior English	Grade 7	Grade 8	Grade 9	Grade 10
				
CONSUMABLE STUDENT EDITION	ANNOTATED TEACHER EDITION	WRITING WORKSHOP	CLOSE READING WORKSHOP	FOUNDATIONAL SKILLS WORKSHOP



TURNITIN REVISION ASSISTANT



ZINC LEARNING LABS

Unlocking meaning with Close Reading

Close Reading instruction helps students learn the strategies they need to pay more attention to details, grasp more meaning, and take ownership of their reading abilities. A range of increasingly complex literary and informational texts are offered, along with multiple workshops to help build reading independence.

Close Reading supports

- Second Read text-dependent questions
- Audio Recordings, located in SpringBoard Digital
- Working from the Text
- Teacher Wrap
- Preview
- Setting a Purpose
- Close Reading strategies
- And more

Inspiring independent reading

SpringBoard motivates students to want to read and encourages teachers to choose texts they want to teach. Independent reading lists, links, and checkpoints are included in every unit at each grade level. In addition, our partnership with Zinc Learning Labs provides an ever-growing library of independent reading options. Teachers and students can select from a range of fiction and nonfiction texts, as well as magazine and newspaper articles and visual texts.

Independent reading supports

- Independent reading links
- Independent reading checkpoints
- Independent reading logs
- Independent reading list
- Zinc Learning Labs



Learning and using vocabulary in context

Vocabulary study is threaded throughout each unit and developed over the course of a year, with students learning and using new words and terms as part of their reading and writing. SpringBoard features multiple entries into vocabulary study, including academic vocabulary, literary terms, and in-text definitions.

Vocabulary supports

- In-text defined vocabulary
- Craft and structure: text dependent questions on in-context words
- Spanish-English Glossary
- Word Connections
- Zinc Learning Labs: Interactive Vocabulary Games
- Academic Vocabulary
- Literary Terms



Providing instruction in all the major modes of writing

SpringBoard ELA features writing instruction that emphasizes narrative, argumentative, and explanatory/expository modes. Grammar and usage exercises are attached to reading and writing tasks, and each Embedded Assessment features a writing task. Our Writing Workshops offer additional support for direct writing instruction.

Extensive writing supports

- Writing Workshop
- Language & Writer's Craft
- Turnitin Revision Assistant
- Alignment to SAT Essay
- Grammar and usage
- Grammar Handbook
- Grammar activities included with Writing Workshops
- Graphic Organizers
- Language practice
- Formative writing prompts for each activity

Adapting easily to different student needs

A rich library of tools, resources, and supports lets teachers differentiate and adapt their instruction for all students. Specific supports include resources for special ed and English learners, as well as advanced and struggling students.

Differentiation supports

- Leveled Differentiated Instruction
- ELD activities
- Graphic Organizers
- Supplemental ELD materials on SpringBoard Digital
- Learning strategies designed for English Language Learners
- Spanish–English dictionary
- Scaffolding text-dependent questions
- Adapt feature
- ELD Graphic Organizers
- Routines for teaching foundational skills
- Cognate Directories
- ELD progress monitoring

Find out more about how SpringBoard helps bring classrooms to life. Visit springboard.collegeboard.org or call us at **877-999-7723**.

Waterbury Public Schools-Academic Office One Page Curriculum Committee Summary

Waterbury Public Schools Academic Office Mission- The mission of the Waterbury Public Schools Academic Office is to lead curricular coherence and advance instructional efficacy. We hold a collective accountability to continuously improve our own professional practice, as well as the effectiveness of our colleagues within the system. The Academic Office creates this learning environment for adult and student learners, as to answer the essential questions for the Portrait of a Graduate:

- What do I need to know and do to lead a productive and satisfying life?
- What qualities of mind and character empower me to pursue a productive and satisfying life?

Content Area: Reading and English/Language Arts

Grades: K-5 and 9-12

Summary of Proposed Curriculum/Textbook Updates

K-5 Reading and English Language Arts

This year we plan to:

- revise our curriculum to align Common Core Standards in ELA with resources and materials
- monitor and provide implementation support for Wonders for teachers and administrators
 - Instructional data teams will delve into lesson content and delivery
 - Walk-through tools will be created and shared with administrators and teachers
- revise small group planning guides and provide implementation support small group differentiated instruction
 - Refine coaching cycles for ELA staff and classroom teachers with the support of external coaches from CT's literacy model.
 - Provide ongoing support and PD to the Reading/Title I Literacy interventionists for the Lively Letters Tier III Intervention program
- monitor and provide implementation support for Foundations with a focus on early reading skills
 - Identify a new primary coaching site
 - Certify three new facilitators in Foundations Level 2 to build capacity across the district
- update our mCLASS assessment from DIBELS Next to DIBELS 8
 - More culturally responsive
 - Provide additional assessments to pinpoint student needs
 - Drops assessments that proved less beneficial

Grades 9-12 English/Language Arts

- Revise curriculum to align Common Core Standards in ELA to resources and materials
- Implement SpringBoard, an ELA program by College Board aligned to Common Core Standards and the SAT.
 - Aligned to the SAT Suite of Assessments
 - Instructional focus on Close Reading, Vocabulary in Context, and Writing
 - Supports provided for special education and EL students

#6

Waterbury Public Schools
Elementary Reading English/Language Arts
Statement of beliefs

We believe reading is a fundamental right for all children.

We believe that 95% of children could be taught how to read and our actions have a direct impact on that statistic.

We believe in providing all students with curriculum and instruction based on current science and research.

We believe in doing better when we know better.

We believe in supporting our teachers as they have the largest impact on student reading achievement.

Elementary Reading and English/Language Arts Curriculum

Tier I
Core Instruction – 90 to 120 minutes Daily

Provided by Classrooms teachers with support staff where appropriate

Core Curriculum/Resources

Foundational Skills – Phonics, Spelling, Letter Formation (K-3)

- Foundations Whole Group 30-45 Minutes K-3
 - Classroom teachers will begin instruction on Day one of school and follow the lessons as presented in the program each day of school
 - [Pacing Guides](#)
 - [Scope and Sequence](#)

Foundational Skills – phonemic awareness (K-2), Fluency (K-5)

Reading - Literature/Information, Language, Speaking/Listening (K-5)

- Wonders 90 minutes
 - 30 minutes whole group grade level instruction
 - 60 minute small group instruction differentiated to student needs
 - ALL students assigned an [Instructional Focus \(IF\)](#) based on data (mCLASS and phonics screeners)
 - Progress monitoring per individual plan using mCLASS and Phonics Screeners
 - [Whole Group Planning Guides](#)
 - Not every activity offered by Wonders will be taught in Waterbury Public Schools.
 - Teachers should follow the “5 Day Plan” by grade level noted on the whole group planning guides.
 - Lesson plans will be created by grade level teams at each school during collaborative planning time during bi-weekly ELA IDT.
 - Plans will be stored on Drive in each school’s ELA IDT Grade level folder
 - [Pacing Guides](#)
 - [Scope and Sequences by Grade](#)

Tier I – Supporting Resources

- *Equipped for Reading Success* by David Kilpatrick
 - 5 minutes daily as appropriate by Instructional Focus
- *Phonemic Awareness* by Michael Heggerty
 - 10 Minutes/day
 - Implemented by some schools, not all

Tier II
Intervention – Additional 30 Minutes Three/Week
(Flowchart below)

- Additional Instruction for students substantially deficient (red) on select Dynamic Indicators of Basic Early Literacy Skills (DIBELS) as measured on mCLASS:
 - K Phoneme Segmentation Fluency (PSF) at MOY and EOY
 - Grade 1 Phoneme Segmentation Fluency (PSF) at BOY
 - Grade 1 DIBELS Oral Reading Fluency (DORF) at MOY and EOY
 - Grades 2-5 DIBELS Oral Reading Fluency (DORF) at BOY, MOY and EOY
- Instruction provided by classroom teacher, reading specialist or reading tutor
- Teacher-student ratio 1:6
- Lexia
 - Minutes vary by individual needs
 - Offered to at least 20% of each school's population
 - Administrators decide how to allocate licenses.
- Communication sent home to family to notify them of additional support being provided
- Bi-weekly mCLASS/DIBELS progress monitoring; data used to drive instruction
- An individual reading plan is created and maintained for the child until he/she reaches grade level proficiency.
- Ongoing reports/updates to families
- Students not making progress referred to Tier III
- Students reaching grade level proficiency are exited from intervention services
- Instructional logs created and maintained for each student
- Materials/resources used:
 - [Small group instruction planning guides](#)
 - *Equipped for Reading Success*
 - Foundations
 - Enhanced Core Reading Routines (ECRI)

Tier III – Additional 45 Minutes Daily
(Flowchart below)

- Additional instruction for students not making sufficient progress in Tier II after 8-20 weeks of instruction
- Teacher-student ratio 1:4
- Instruction provided by a reading specialist or reading tutor
- Communication sent home to family to notify them of additional support being provided
- Weekly mCLASS/DIBELS progress monitoring; data used to drive instruction
- The individual reading plan is revised/maintained for the child until he/she reaches grade level proficiency
- Ongoing reports/updates to families
- Students not making sufficient progress may be recommended for PPT 1
- Students making progress may be referred back to Tier II
- Students reaching grade level proficiency are exited from intervention services
- Instructional logs created and maintained for each student
- Materials/resources used:
 - [Small group instruction planning guides](#)
 - *Equipped for Reading Success*
 - Foundations
 - Enhanced Core Reading Routines (ECRI)
 - Lively Letters

Systems of Support and Professional Learning

Administrators

- **CAO Newsletter**
 - Centralized weekly newsletter to communicate basic information
- **Principal's Forum**
 - Monthly meeting with administrators. Breakout sessions provided for principals based on hot topics in Reading/English Language Arts.
- **Focus Walks**
 - Events organized (at least 2/year for ELA) to train admins on specific content and monitoring tools; participation in collaborative walk-throughs using monitoring tools, calibration of teaching and learning, and debrief on overall content and pedagogy.
- **Twitter**
 - @DenaHMortensen
 - Select science of reading and research around pedagogy and content shared.
- **School-level Visits**
 - Time spent with administration collaboratively walking through classrooms and calibrating instruction.
 - Focus on Common Core Standards and fidelity of curriculum implementation
 - Focus on providing effective feedback to teachers
 - Attend grade level Instructional Data Teams
 - Discuss data and implications for instruction
 - Discuss challenges and provide immediate solutions
- **School-based Literacy Facilitator**
 - Support administrators with understanding current research and reading content
 - Help facilitate grade level Instructional Data Teams (IDTs)
 - Support administrators with deep dives in to ELA data

Teachers

- **School-based Literacy Facilitator**
 - Provide supportive coaching cycles
 - Support teachers with understanding of current research and reading content
 - Help facilitate grade level Instructional Data Teams (IDTs)
 - Support teachers with deep dives into ELA data and implications for instruction
 - Provide school-level professional development in ELA
- **Monthly ELA Email Updates**
 - District-wide email blasts to share important information regarding all things ELA
- **Twitter**
 - @DenaHMortensen
 - Select science of reading and research around pedagogy and content shared.

Students

- **Instructional Focus (IF) area set for all students**
 - This is flexible and changes as the data and student needs change
- **Tier I small group instruction by IF for ALL students**
 - Part 1 focused on individual needs as evidenced by the data
 - Part 2 is focused on reviewing and scaffolding grade-level curriculum including oral language, vocabulary, comprehension (skills, strategies, genre study), and fluency.
- **Tier II and III Intervention**
 - Please see above

SRBI (Intervention) Flowchart – Waterbury Public Schools

"DIBELS"
SRBI legislation
7/2014

High Risk

High Risk

Some Risk

Low Risk

Tier I

- 90 minutes daily
- Core Instruction
- Whole group *and* differentiated small group instruction

Tier II Intervention

- Individual Reading Plan (IRP)
- 30 minutes of instruction in addition to Tier I 90 minutes
- 3 days/week
- Up to 6 students per group
- Biweekly progress monitoring
- 8-20 weeks

Green/Low Risk

Green/Low Risk

Some Progress

No/little progress

Tier III Intervention

- Individual Reading Plan (IRP)
- 45 minutes of instruction in addition to Tier I 90 minutes
- 5 days/week
- Up to 4 students per group
- Weekly progress monitoring
- 8-20 weeks

PPT I

No/little progress

D. Mortensen 2015

DRAFT

WPS Reading and Language Arts Curriculum

Kindergarten

Week	Essential Question(s)	Content and Resource*	Skills and Strategies	Standards	Assessment
1	How are sounds represented by letters?	<ul style="list-style-type: none"> Letter formation for lower case letters Letter-keyword-sounds for short vowels and consonants Letters Introduced: t Resource: Foundations Orientation	Skill: Identify letter and sound correspondence Strategy: Associate letters and sounds with keywords	L.K.1a, RF.K.3a	Daily activities Dictation
	How can we get along with new friends?	<ul style="list-style-type: none"> Social Studies-Ethical Literacy: Follow rules, such as sharing or taking turns. Language: Nouns Resource: Wonders Unit 1 Week 1	Skill: Ask and answer questions Strategy: Use key details	RL.K.1, RL.K.2, RL.K.7, W.K.2, W.K.7, SL.K.1a, SL.K.6, L.K.1b, L.K.6	My Turn Workbook Close Reading Companion
2	How are sounds represented by letters?	<ul style="list-style-type: none"> Letter-keyword-sounds for short vowels and consonants Letter formation for lower case letters Print and word awareness Rhyming I initial and final sounds Story retelling Beginning Composition skills Fluency/phrasing Letters Introduced: b, f Resource: Foundations Unit 1 Week 1	Skill: Identify letter and sound correspondence Strategy: Associate letters and sounds with keywords	RF.K.3a, L.K.1a, RF.K.1a-d, RF.K.2a, RF.K.2d, RL.K.2, RF.K.4	Daily activities Dictation
	How do baby animals move?	<ul style="list-style-type: none"> NGSS Life Sciences: Explore how we can get up and go Language: Nouns 	Skill: Use key details (illustrations) Strategy: Ask and answer	RL.K.5, RL.K.6, RL.K.10, L.K.1B, SL.K.2,	

DRAFT

WPS Reading and Language Arts Curriculum Kindergarten

Week	Essential Question(s)	Content and Resource*	Skills and Strategies	Standards	Assessment
3		Resource: Wonders Unit 1 Week 2	questions	L.K.5C, RF.K.3C	Daily activities Dictation
		<ul style="list-style-type: none"> Letter-keyword-sounds for short vowels and consonants Letter formation for lower case letters Print and word awareness Rhyming Phonemic awareness: initial and final sounds Story retelling Beginning Composition skills Fluency/phrasing Letters Introduced: n, m 	Skill: Identify letter and sound correspondence Strategy: Associate letters and sounds with keywords	RF.K.3a, L.K.1a, RF.K.1a-d, RF.K.2a, RF.K.2d, RL.K.2, RF.K.4,	
	How can your senses help you learn?	Resource: Foundations Unit 1 Week 2 NGSS Life Sciences: Solve problems through engineering Language: Nouns	Skill: Key Details- use photos Strategy: Ask and Answer Questions	RI.K.6, RI.K.10, SL.K.2, L.K.5C, RF.K.3C	My Turn Workbook Close Reading Companion
4	How are sounds represented by letters?	Resource: Wonders Unit 1 Week 3 Letter-keyword-sounds for short vowels and consonants Letter formation for lower case letters Print and word awareness Rhyming Phonemic awareness: initial and final sounds Story retelling Beginning Composition skills Fluency/phrasing	Skill: Identify letter and sound correspondence Strategy: Associate letters and sounds with keywords	RF.K.3a, L.K.1a, RF.K.1a-d, RF.K.2a, RF.K.2d, RL.K.2, RF.K.4	Daily activities Dictation

DRAFT

WPS Reading and Language Arts Curriculum Kindergarten

Week	Essential Question(s)	Content and Resource*	Skills and Strategies	Standards	Assessment
5		<ul style="list-style-type: none"> Letters Introduced: i, u Resource: Foundations Unit 1 Week 3			
	How do tools help us explore?	<ul style="list-style-type: none"> NGSS Engineering, Technology, and Applications of Science: Solve problems through engineering Language: Verbs Resource: Wonders Unit 2 Week 1	Skill: Key Details- use Photos Strategy: Ask and Answer Questions	RI.K.1, RI.K.7, SL.K.1a, SL.K.6 L.K.1b, L.K.6 RF.K.3C, RF.K.4	My Turn Workbook Close Reading Companion
	How are sounds represented by letters?	<ul style="list-style-type: none"> Letter-keyword-sounds for short vowels and consonants Letter formation for lower case letters Print and word awareness Rhyming Phonemic awareness: initial and final sounds Story retelling Beginning Composition skills Fluency/phrasing Letters Introduced: c, o Resource: Foundations Unit 1 Week 4	Skill: Identify letter and sound correspondence Strategy: Associate letters and sounds with keywords	RF.K.3a, L.K.1a, RF.K.1a-d, RF.K.2a, RF.K.2d, RL.K.2, RF.K.4	Daily activities Dictation
6	What shapes do you see around you?	<ul style="list-style-type: none"> NGSS: Shapes all around us. Find solutions to problems through observation Language: Verbs Resource: Wonders Unit 2 Week 2	Skill: Key Details- use Photos Strategy: Ask and Answer Questions	RL.K.1, RI.K.K.7, SL.K.1a, SL.K.6, L.K.1b, L.K.6, RF.K.3C, RF.K.4	My Turn Workbook Close Reading Companion
	How are sounds	<ul style="list-style-type: none"> Letter-keyword-sounds for short vowels and consonants 	Skill: Identify letter and	RF.K.3a, L.K.1a,	Daily activities Dictation

DRAFT

WPS Reading and Language Arts Curriculum Kindergarten

Week	Essential Question(s)	Content and Resource*	Skills and Strategies	Standards	Assessment
	represented by letters?	<ul style="list-style-type: none"> Letter formation for lower case letters Print and word awareness Rhyming Phonemic awareness: initial and final sounds Story retelling Beginning Composition skills Fluency/phrasing Letters Introduced: a, g Resource: Foundations Unit 1 Week 5	sound correspondence Strategy: Associate letters and sounds with keywords	RF.K.1a-d, RF.K.2a, RF.K.2d, RL.K.2, RF.K.4	
	What kind of bugs do you know about?	<ul style="list-style-type: none"> NGSS Life Sciences: Explore what animals need to live and grow Language: Verbs Resource: Wonders Unit 2 Week 3	Skill: Key Details- use illustrations Strategy: Ask and Answer Questions	RL.K.1, RL.K.7, SL.K.1a, SL.K.6, L.K.1.b, L.K.6 RF.K.3 b, RF.K.3C, RF.K.4, 2RF.K.4	RL.K.1, RL.K.7, SL.K.1a, SL.K.6, L.K.1b, L.K.6, RF.K.3c, RF.K.4
7	How are sounds represented by letters?	<ul style="list-style-type: none"> Letter-keyword-sounds for short vowels and consonants Letter formation for lower case letters Print and word awareness Rhyming Phonemic awareness: initial and final sounds Story retelling Beginning Composition skills Fluency/phrasing Letters Introduced: d, s Resource: Foundations Unit 1 Week 6	Skill: Identify letter and sound correspondence Strategy: Associate letters and sounds with keywords	RF.K.3a, L.K.1a, RF.K.1a-d, RF.K.2a, RF.K.2dRL.K.2, RF.K.4	Daily activities Dictation Mid-Unit Assessment

DRAFT

WPS Reading and Language Arts Curriculum Kindergarten

Week	Essential Question(s)	Content and Resource*	Skills and Strategies	Standards	Assessment
	What rules do we follow in different places?	<ul style="list-style-type: none"> Social Studies-Civic Values, Rights and Responsibilities: Explore why we follow rules around the world Language: Sentences Resource: Wonders Unit 3 Week 1	Skill: Key Details- use illustrations Strategy: Visualize	RL.K.1, RL.K.7, SL.K.1a, SL.K.6, L.K.1b, L.K.6, RF.K.3c, RF.K.4	My Turn Workbook Close Reading Companion
8	How are sounds represented by letters?	<ul style="list-style-type: none"> Letter-keyword-sounds for short vowels and consonants Letter formation for lower case letters Print and word awareness Rhyming Phonemic awareness: initial and final sounds Story retelling Beginning Composition skills Fluency/phrasing Letters Introduced: e, r Resource: Foundations Unit 1 Week 7	Skill: Identify letter and sound correspondence Strategy: Associate letters and sounds with keywords	RF.K.3a, L.K.1a, RF.K.1a-d, RF.K.2a, RF.K.2d, RL.K.2, RF.K.4	Daily activities Dictation
	What are the different sounds we hear?	<ul style="list-style-type: none"> NGSS: Ask questions and make observations Language: Sentences Resource: Wonders Unit 3 Week 2	Skill: Key Details- use illustrations Strategy: Visualize	RL.K.1, RL.K.7, SL.K.1a, SL.K.16, L.k.1f, L.K.6, RF.K.3c, RF.k.4	My Turn Workbook Close Reading Companion
9	How are sounds represented by letters?	<ul style="list-style-type: none"> Letter-keyword-sounds for short vowels and consonants Letter formation for lower case letters Print and word awareness Rhyming Phonemic awareness: initial and final sounds 	Skill: Identify letter and sound correspondence Strategy: Associate letters and sounds with keywords	RF.K.3a, L.K.1a, RF.K.1a-d, R F.K.2a, RF.K.2d, RL.K.2, RF.K.4	Daily activities Dictation

DRAFT

WPS Reading and Language Arts Curriculum Kindergarten

Week	Essential Question(s)	Content and Resource*	Skills and Strategies	Standards	Assessment
10		<ul style="list-style-type: none"> • Story retelling • Beginning Composition skills • Fluency/phrasing • Letters Introduced: p, j Resource: Foundations Unit 1 Week 8			
	What places do you go to during the week?	<ul style="list-style-type: none"> • Social Studies-Geographic Literacy: Explore maps and models of our world • Language: Sentences Resource: Wonders Unit 3 Week 3	Skill: Characters, settings, events, Strategy: Visualize	RL.K.3, SL.K.1a, SL.K.6, L.K.1f, L.K.6, RF.K.3c, RF.K.4	My Turn Workbook Close Reading Companion
	How are sounds represented by letters?	<ul style="list-style-type: none"> • Letter-keyword-sounds for short vowels and consonants • Letter formation for lower case letters • Print and word awareness • Rhyming • Phonemic awareness: initial and final sounds • Story retelling • Beginning Composition skills • Fluency/phrasing • Letters Introduced: l, h, k Resource: Foundations Unit 1 Week 9	Skill: Identify letter and sound correspondence Strategy: Associate letters and sounds with keywords	L.K.1a, RF.K.3a, RF.K.1a-d, RF.K.2a, RF.K.2d, R L.K.2, RF.K.4	Daily activities Dictation
	What do people use to do their jobs?	<ul style="list-style-type: none"> • Social Studies-Economic Literacy: Explore different jobs that people do • Language: Adjectives 	Skill: Key details- sequence Strategy: Ask and answer questions	RI.K.1, RI.K.7, SL.K.1a, SL.K.6, L.K.1f, L.K.6,	My Turn Workbook Close Reading

Waterbury Public Schools-Academic Office One Page Curriculum Committee Summary

#7

Waterbury Public Schools Academic Office Mission- The mission of the Waterbury Public Schools Academic Office is to lead curricular coherence and advance instructional efficacy. We hold a collective accountability to continuously improve our own professional practice, as well as the effectiveness of our colleagues within the system. The Academic Office creates this learning environment for adult and student learners, as to answer the essential questions for the Portrait of a Graduate:

- What do I need to know and do to lead a productive and satisfying life?
- What qualities of mind and character empower me to pursue a productive and satisfying life?

Content Area: Chemistry

Grades: 10 (advanced students) and 11

Summary of Proposed Curriculum/Textbook Updates

The CREC Consortium, made up of over 50 Connecticut school districts, completed the NGSS-aligned chemistry curriculum in April 2019. Some teachers piloted units in 2018-19, and all chemistry teachers will be using the curriculum in 2019-20.

The curriculum consists of four units, each based on real world phenomena. The phenomena serve to engage and challenge students. At the beginning of each unit students are asked to explain the phenomena based on their prior knowledge. As the unit progresses and students learn about the science behind the phenomenon, they may change or add to their initial explanation. At the conclusion of the unit students should be able to use their acquired knowledge to fully and accurately explain why the phenomenon occurs.

The CREC chemistry curriculum provides extensive resources for the teacher. Each unit has detailed lesson plans, links to resources, and rubrics for assessing student learning. The lessons are based on the 5E instructional model – Engage, Explore, Explain, Elaborate, and Evaluate. Students are allowed to build their understanding through their experiences and new ideas.

All lessons use NGSS –aligned 3 dimensional teaching and learning. The three dimensions are:

1. Science and Engineering Practices (what students do),
2. Disciplinary Core Ideas (what students should know), and
3. Cross Cutting Concepts (how this learning relates to other aspects of students' lives).

Engineering is also an integral part of the CREC curriculum. For example students are challenged to use chemistry to design a living space with low environmental impact.

The WPS Science Council has worked extensively to review the chemistry curriculum and make it more relevant and challenging for our students. We developed pacing guides that provide a greater variety of resources and activities. This summer a team of chemistry teachers is using teacher feedback to further modify phenomena and lesson sequencing. The end result will be a curriculum that provides a wealth of resources for teachers, and challenges students to think and act like real scientists and engineers.

Unit Title: The Origins of Matter, Atomic Structure, and Periodicity**Unit Synopsis:****LS1: Sequence Synopsis**

Students are asked to share their ideas about how stars are related to chemistry. Students:

- View a supernova explosion and attempt to link the explosion to the topic of chemistry,
- Use the Question Formulation Technique (QFT) and Driving Board Questions (DQB) to delineate and organize the driving questions for the unit.

Alternate Phenomenon: The Radium Girls are a group of women from Waterbury, Connecticut that painted glow in the dark watches for soldiers during wartime. The girls used radium because of its glow in the dark properties. Students:

- *Introduced to the Radium Girls and their work-related health issues.*
- *Use the QFT and generate a driving question board related to the girls and their plight, and ask questions about:*
 - *Differences between safe and unsafe matter,*
 - *Organizing matter to determine relative safety and atomic properties,*
 - *Creation of safe and unsafe elements. ("Unsafe" is a general term that will later be defined as radioactive)*

LS2: Sequence Synopsis

In order to answer the question, "How was matter created?" students:

- speculate on the origin of all matter in everyday objects,
- read articles related to cosmic events and matter formation,
- create a model of the periodic table showing which elements come from which cosmic events,
- use the model of the periodic table to connect cell phone material to their cosmic origins.

LS3: Sequence Synopsis

Students investigate the answer to the question, "What type of Star is the Sun?" by:

- Reading an invitation from NASA to classify stars,
- Using data on luminosity and temperature to classify stars employing a Hertzsprung-Russell Diagram,
- Using a life-cycle of the stars simulation to investigate how a star's life cycle depends on nuclear fusion,
- Summarizing the content knowledge via a letter to NASA in which they communicate their findings about our sun.

LS4: Sequence Synopsis

Students answer the question "What happens in a nuclear bomb?" by engaging in learning activities to:

- Speculate about the fission reaction in an atomic fission reaction,
- Use a computer simulation to build different atoms and isotopes and learn how to write nuclear isotopic symbols,
- Apply nuclear isotopic symbols to write and balance nuclear reactions and understand the Law of Conservation of Mass/Energy,
- Use a bubble activity and a discussion diamond to compare and contrast fission and fusion,
- Research information to compare and contrast controlled vs. uncontrolled nuclear fission and fusion,
- Generate a model that compares nuclear reactors to nuclear weapons.

LS5: Sequence Synopsis

Students will answer the question, "How has the atomic model changed as new evidence has come available?" by:

- Viewing a Jimmy Neutron video and completing an Agree/Disagree activity,
- Using the [Hog Hilton](#) activity to introduce orbital diagrams for students, or use the [electron configuration boarding house](#) to introduce both orbital diagrams and electron configurations together,
- Researching the description of experiments as well as the major claim behind the different atomic models using the [Atomic Models CER](#) (claim, evidence, reasoning) activity on historical models,
- Continuing work on the CER by summarizing evidence from the experiment and developing reasoning connecting that evidence to the major claims of each atomic model,
- Having students get into 4 different groups, assigning JJ Thomson, Rutherford, Bohr, and Schrödinger. Each group should now create a storyboard for how they would recreate the Jimmy Neutron intro with a different model of the atom. The teacher can use the Dalton model of the atom to create and show an example storyboard for the students.
- Peer-evaluating the storyboards of other groups for accuracy in a peer review activity.

LS6: Sequence Synopsis

In order to investigate the questions, "How do we know what elements are in a star? or How did we discover helium?" students will:

- Observe bright line spectra of a variety of elements (through diffraction gratings or spectroscopes) as evidence that each element has a unique spectrum which identifies it,
- They will then explore this phenomenon in the lab using flame tests of known elements to identify samples containing unknown elements,
- Using a guided pHet simulation, students will construct a model to explain how hydrogen (and other) atoms of the Sun emit their spectra in the form of photons of predictable wavelengths, which can be detected and identified on Earth,
- By viewing video and pictures of red shifted spectra of stars/galaxies, students will connect the amount of red shift to both the distance and recession speed of the stars, in an explanation that summarizes information from throughout the lesson.

LS7: Sequence Synopsis

In order to investigate the question, "Why does the periodic table of the elements have that shape or pattern?" students will:

- Observe the reactivity among group 1A metals,
- Explore patterns in the periodic table and propose possible explanations for observed reactivity,
- Investigate other properties such as atomic radius, ionization energy and electronegativity to determine if there are other patterns linked to the periodic table,
- Graph data of several properties of elements and look for patterns,
- Use patterns to explain the different reactivities of group 1A metals.

Pacing:

3 weeks

Anchoring Phenomenon/Design Problem:

Time lapse Hubble images of an [exploding star V838 Mon](#)

[NASA Image of the Day Shows Light Echoes from V838 Mon](#)

Or

[NASA Image timelapse snapshots](#)

Alternate Local Phenomenon:

The Radium Girls of Waterbury, CT-[CNN article](#)

[Video](#)-This video cannot be the anchor event for students because it contains too much information, but acts as a great teacher resource

Unit Driving Question:

Where did the elements come from? How do we understand and organize elements?

Culminating Performance Task:

Supernova-

Radium Girls-

NGSS Performance Expectation(s): (Hyperlinks will bring reader to NGSS Evidence Statements)

- [HS-ESS1-1](#) Develop a model based on evidence to illustrate the life span of the sun and the role of nuclear fusion in the sun's core to release energy that eventually reaches Earth in the form of radiation.
 - **Clarification Statement:** Emphasis is on the energy transfer mechanisms that allow energy from nuclear fusion in the sun's core to reach Earth. Examples of evidence for the model include observations of the masses and lifetimes of other stars, as well as the ways that the sun's radiation varies due to sudden solar flares ("space weather"), the 11-year sunspot cycle, and non-cyclic variations over centuries.
 - **Assessment Boundary:** Assessment does not include details of the atomic and subatomic processes involved with the sun's nuclear fusion.
- [HS-ESS1-3](#) Communicate scientific ideas about the way stars, over their life cycle, produce elements.
 - **Clarification Statement:** Emphasis is on the way nucleosynthesis, and therefore the different elements created, varies as a function of the mass of a star and the stage of its lifetime.
 - **Assessment Boundary:** Details of the many different nucleosynthesis pathways for stars of different masses are not assessed.

- **HS-PS1-8** Develop models to illustrate the changes in the composition of the nucleus of the atom and the energy released during the processes of fission, fusion, and radioactive decay.
 - **Clarification Statement:** Emphasis is on simple qualitative models, such as pictures or diagrams, and on the scale of energy released in nuclear processes relative to other kinds of transformations.
 - **Assessment Boundary:** Assessment does not include quantitative calculation of energy released. Assessment is limited to alpha, beta, and gamma radioactive decays.
- **HS-PS4-3** Evaluate the claims, evidence, and reasoning behind the idea that electromagnetic radiation can be described either by a wave model or a particle model, and that for some situations one model is more useful than the other.
 - **Clarification Statement:** Emphasis is on how the experimental evidence supports the claim and how a theory is generally modified in light of new evidence. Examples of a phenomenon could include resonance, interference, diffraction, and photoelectric effect.
 - **Assessment Boundary:** Assessment does not include using quantum theory.
- **HS-PS1-1** Use the periodic table as a model to predict the relative properties of elements based on the patterns of electrons in the outermost energy level of atoms.
 - **Clarification Statement:** Examples of properties that could be predicted from patterns could include reactivity of metals, types of bonds formed, numbers of bonds formed, and reactions with oxygen.
 - **Assessment Boundary:** Assessment is limited to main group elements. Assessment does not include quantitative understanding of ionization energy beyond relative trends.
- *(Partial) HS-PS3-2* Develop and use models to illustrate that energy at the macroscopic scale can be accounted for as a combination of energy associated with the motion of particles (objects) and energy associated with the relative positions of particles (objects).
 - **Clarification Statement:** Examples of phenomena at the macroscopic scale could include the conversion of kinetic energy to thermal energy, the energy stored due to position of an object above the earth, and the energy stored between two electrically-charged plates. Examples of models could include diagrams, drawings, descriptions, and computer simulations.

Three Dimensions that form the Foundation for these NGSS Performance Expectations:

Science & Engineering Practices: Developing and Using Models <ul style="list-style-type: none"> ● Develop a model based on evidence to illustrate the relationships between systems or between components of a system. (HS-ESS1-1) (HS-PS1-8) ● Use a model to predict the relationships between systems or between components of a system. HS-PS1-1 Obtaining, Evaluating and Communicating Information <ul style="list-style-type: none"> ● Communicate scientific ideas (e.g. about phenomena and/or the process of development and the design and performance of a proposed process or system) in multiple formats (including orally, graphically, textually, and mathematically). (HS-ESS1-3) Engaging in Argument from Evidence <ul style="list-style-type: none"> ● Evaluate the claims, evidence, and reasoning behind currently accepted explanations or solutions to determine the merits of arguments. (HS-PS4-3) 	Disciplinary Core Ideas: ESS1.A: The Universe and Its Stars <ul style="list-style-type: none"> ● The star called the sun is changing and will burn out over a lifespan of approximately 10 billion years. (HS-ESS1-1) ● The study of stars' light spectra and brightness is used to identify compositional elements of stars, their movements, and their distances from Earth. (HS-ESS1-3) ● Other than the hydrogen and helium formed at the time of the Big Bang, nuclear fusion within stars produces all atomic nuclei lighter than and including iron, and the process releases electromagnetic energy. Heavier elements are produced when certain massive stars achieve a supernova stage and explode. (HS-ESS1-3) PS1.A: Structure and Properties of Matter <ul style="list-style-type: none"> ● Each atom has a charged substructure consisting of a nucleus, which is made of protons and neutrons, surrounded by electrons. HS-PS1-1 ● The periodic table orders elements horizontally by the number of protons in the atom's 	Crosscutting Concepts: Scale, Proportion, and Quantity <ul style="list-style-type: none"> ● The significance of a phenomenon is dependent on the scale, proportion, and quantity at which it occurs. (HS-ESS1-1) Matter and Energy <ul style="list-style-type: none"> ● In nuclear processes, atoms are not conserved, but the total number of protons plus neutrons is conserved. (HS-ESS1-3) (HS-PS1-8) System and System Models <ul style="list-style-type: none"> ● Models (e.g., physical, mathematical, computer models) can be used to simulate systems and interactions—including energy, matter, and information flows—within and between systems at different scales. (HS-PS4-3) Patterns <ul style="list-style-type: none"> ● Different patterns may be observed at each of the scales at which a system is studied and can provide evidence for causality in explanations of phenomena HS-PS1-1
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	<p>nucleus and places those with similar chemical properties in columns. The repeating patterns of this table reflect patterns of outer electron states. HS-PS1-1</p> <p>PS1.C Nuclear Processes</p> <ul style="list-style-type: none"> • Nuclear processes, including fusion, fission, and radioactive decays of unstable nuclei, involve release or absorption of energy. The total number of neutrons plus protons does not change in any nuclear process. (HS-PS1-8) <p>PS3.A: Definitions of Energy</p> <ul style="list-style-type: none"> • These relationships are better understood at the microscopic scale, at which all of the different manifestations of energy can be modeled as a combination of energy associated with the motion of particles and energy associated with the configuration (relative position of the particles). In some cases the relative position energy can be thought of as stored in fields (which mediate interactions between particles). This last concept includes radiation, a phenomenon in which energy stored in fields moves across space. <p>PS3.D: Energy in Chemical Processes and Everyday Life</p> <ul style="list-style-type: none"> • Nuclear Fusion processes in the center of the sun release the energy that ultimately reaches Earth as radiation. (secondary) (HS-ESS1-1) <p>PS4.A: Wave Properties</p> <ul style="list-style-type: none"> • Waves can add or cancel one another as they cross, depending on their relative phase (i.e., relative position of peaks and troughs of the waves), but they emerge unaffected by each other. (Boundary: The discussion at this grade level is qualitative only; it can be based on the fact that two different sounds can pass a location in different directions without getting mixed up.) (HS-PS4-3) <p>PS4.B: Electromagnetic Radiation</p> <ul style="list-style-type: none"> • Electromagnetic radiation (e.g., radio, microwaves, light) can be modeled as a wave of changing electric and magnetic fields or as particles called photons. The wave model is useful for explaining many features of electromagnetic radiation, and the particle model explains other features. (HS-PS4-3) 	
<p>Prior Student Knowledge: HS-ESS1-1: MS.PS1.A; MS.PS4.B; MS.ESS1.A; MS.ESS1.B; MS.ESS2.A; MS.ESS2.D</p>		

HS-ESS1-3: [MS.PS1.A](#); [MS.ESS1.A](#)
 HS-PS1-8: [MS.PS1.A](#); [MS.PS1.B](#); [MS.ESS2.A](#)
 HS-PS4-3: [MS.PS4.B](#)
 HS-PS1-1: [MS.PS1.A](#); [MS.PS1.B](#)
 HS-PS3-2: [MS.PS1.A](#); [MS.PS2.B](#); [MS.PS3.A](#); [MS.PS3.C](#)

Possible Misconceptions: (click blue boxes on AAAS website to reveal misconceptions)

AAAS Project 2061 Science Misconceptions:

- [Atoms, Molecules and States of Matter](#)
- [Energy: Forms, Transformation, Transfer, and Conservation](#)
- [Substances, Chemical Reactions, and Conservation of Matter](#)

PROGRESSION OF LEARNING

Learning Sequence 1: Student Engagement with the Anchoring Phenomenon

- Driving Question: Are we really all made of stars?
- [Learning Sequence 1](#)
- Relationship to Anchoring Phenomena/Design Problem:
 - Students question the link of supernova explosions to chemistry or students investigate the radium girls and pose questions about the formation of matter and how we understand the safety of a substance.

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Learning Sequence 2

- Driving Question: Where did matter come from?
- [Learning Sequence 2](#)
- Relationship to Anchoring Phenomena/Design Problem:
 - Supernovae release matter into the universe. All of the matter in the universe originated in the cosmos. Students identify the events that led to the different elements including radium (alternative phenomenon).
- Student Expected Outcomes:
 - Construct an explanation that relates cosmic events (Big Bang, Stars, Supernova, Cosmic radiation) to the formation (stability and change) of the elements found in cell phones.
 - Students will construct a model that represents both the formation and periodic arrangement of elements created by cosmic events.

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Learning Sequence 3

- Driving Question: What matter is derived from the sun?
- [Learning Sequence 3](#)
- Relationship to Anchoring Phenomena/Design Problem:
 - Understanding the formation of matter through the various types of stars is essential to predicting where elements, including radioactive elements may have come from. Students look specifically at the sun and make predictions as the the types of matter generated by the sun in the different stages of its life cycle.
- Student Expected Outcomes:
 - Students will construct an explanation of the stability and change that occurs in the life cycle of a star.
 - Students will classify the sun using data and identify the matter formed through the different phases of the sun's life cycle.

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Learning Sequence 4

- Driving Question: What are nuclear reactions? How are they responsible for the formation of different elements?
- [Learning Sequence 4](#)
- Relationship to Anchoring Phenomena/Design Problem:
 - Fusion and fission nuclear reactions are responsible for the formation of different elements. Nuclear equations help students identify the differences between fission and fusion and apply that understanding to describe how humans have used their nuclear understanding for human "benefit". Radioactive decay is responsible for the adverse health effects felt by the radium girls.
- Student Expected Outcomes:
 - Students will be able to mathematically communicate the conservation of matter and energy in nuclear reactions.

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Learning Sequence 5

- Driving Question: How has our understanding of the atom changed over time?
- [Learning Sequence 5](#)
- Relationship to Anchoring Phenomena/Design Problem:
 - Light from supernova can be broken into wavelengths
- Student Expected Outcomes:
 - Students will evaluate the claims, evidence, and reasoning behind the evolution of models of atomic structure specifying the boundaries of each model as new evidence became available.

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Learning Sequence 6

- Driving Question: How do we know what elements are in a star? -or- How did we discover helium?
- [Learning Sequence 6](#)
- Relationship to Anchoring Phenomena/Design Problem:
 - Nucleosynthesis, in active stars and in supernovae, produces elements whose identities can be determined by: bright line spectra and flame tests.
- Student Expected Outcomes:
 - Students will use oral communication to engage in argumentation from evidence to identify elements in samples of matter from their atomic emission spectra and flame tests using patterns of observed colors (frequencies) emitted from known samples.
 - Students will obtain and communicate information regarding the fluctuation of energy to explain how the brightness and line spectra of stars are used to measure distance and movement of stars.
 - Students will construct a model to explain how the sun's energy reaches the earth in the form of electromagnetic radiation.

Learning Sequence 7

- Driving Question: Why is the periodic table called periodic? And why does it have that shape?
- [Learning Sequence 7](#)
- Relationship to Anchoring Phenomena/Design Problem:
 - Video of [group 1 elements reacting with water](#), relating structure to function or properties
- Student Expected Outcomes:
 - Students will be able to use a model to describe and predict the properties and electronic structure of atoms by using patterns observed on the periodic table of the elements.
 - Students will graphically communicate periodic trends based on patterns of properties from the periodic table of the elements.

Waterbury Public Schools-Academic Office

One Page Curriculum Committee Summary

#8

Waterbury Public Schools Academic Office Mission- The mission of the Waterbury Public Schools Academic Office is to lead curricular coherence and advance instructional efficacy. We hold a collective accountability to continuously improve our own professional practice, as well as the effectiveness of our colleagues within the system. The Academic Office creates this learning environment for adult and student learners, as to answer the essential questions for the Portrait of a Graduate:

- What do I need to know and do to lead a productive and satisfying life?
- What qualities of mind and character empower me to pursue a productive and satisfying life?

Content Area: **High School Health Grades 9-12**

Summary of Proposed Curriculum/Textbook Updates

The new HPE 840 Health, Wellness and Personal Conditioning 9 curriculum partially replicates the existing framework of the current HPE 840 offered in grade 10 and renames it as **HPE 840 Health, Wellness and Personal Conditioning 9** for clarity in scheduling.

The HPE 841 curriculum embeds Health instruction within the existing HPE 842 Recreational and Lifetime Wellness Skills curriculum currently offered in grade 10 and also renames it as **HPE 841 Lifetime Health, Wellness and Recreation Skills 9** for clarity in scheduling.

The current HPE 840 Health and Conditioning curriculum already embeds Health instruction and will continue to be offered in grade 10, but will be re-labeled as **HPE 842 Health, Wellness and Personal Conditioning 10** for clarity in scheduling.

The revised HPE 842 curriculum embeds Health instruction within the existing HPE 842 Recreational and Lifetime Wellness Skills curriculum and renames it as **HPE 843 Lifetime Health, Wellness and Recreation Skills 10** for clarity in scheduling.

Approval of these courses will result in curricular compliance with CGS 10-221a and PA 17-42—SB 1026 - Heightened Graduation Requirements (2018). Students will accumulate 0.5 credits each in Health and in Physical Education each year in Grades 9 and 10, totaling 1.0 credits in each content area as mandated. HPE 840, HPE 841, HPE 842 and HPE 843 do not require textbook acquisitions. All courses are purposefully designed to use contemporary publications and on-line instructional resources instead. All four courses however will require annual acquisitions to replenish consumable instructional equipment and supplies estimated at an additional \$1,000.00 per high school.

The curriculum revision committee met throughout SY 2018- 2019 and included Health and Physical Education teachers representing Crosby, Kennedy, Wilby and Waterbury Arts Magnet High Schools. In addition, select evidence –based units were developed in partnership with the Connecticut State Department of Public Health, who will be underwriting initial implementation and professional development expenses at zero cost to the district.

WATERBURY PUBLIC SCHOOLS
DEPARTMENT OF HEALTH AND PHYSICAL
EDUCATION

SY 2019 - 2020

High School Program of Studies



Health. Moves. Minds.



WATERBURY PUBLIC SCHOOLS

DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

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

Health. Moves. Minds.

Course Number	Credits	Grade 9	Grade 10	Grade 11	Grade 12	Course Name	Health & Safety	PE/Wellness
Pathway to Graduation								
HPE 840	0.5	X				Health, Wellness and Personal Conditioning 9	0.25	0.25
HPE 841	0.5	X				Lifetime Health, Wellness and Recreation Skills 9	0.25	0.25
HPE 842	0.5		X			Health, Wellness and Personal Conditioning 10	0.25	0.25
HPE 843	0.5		X			Lifetime Health, Wellness and Recreation Skills 10	0.25	0.25
HPE 844	0.1*	X	X			HPE 840 Independent Project for ACES/ATOMS /SOAR*	0.05	0.05
HPE 845	0.1**	X	X			HPE 841 Independent Project for ACES/ATOMS /SOAR**	0.05	0.05
Elective Courses In Health, Physical Education & Wellness may not be substituted for HPE 840, HPE 841, HPE 842 and HPE 843								
HPE 846	0.5			X	X	Women's Health and Wellness	0.5	
HPE 847	0.5			X	X	Men's Health and Wellness	0.5	
HPE 848	0.5			X	X	Sexual Health and Human Development	0.5	
HPE 849	0.5			X	X	Positive Parenting for Healthy Child Development	0.5	
HPE 850	0.5			X	X	First Aid, CPR and AED Rescue and Response Skills	0.5	
HPE 851	0.5			X	X	Nutrition, Weight Management & Human Performance	0.5	
HPE 852	0.5			X	X	Sports Injury Management	0.5	0.5
HPE 853	0.5			X	X	Team Sports Competition Skills		0.5
HPE 854	0.5			X	X	Basic Lifeguarding		0.5
HPE 855	0.5			X	X	Advanced Basketball		0.5
HPE 856	0.5			X	X	Unified Physical Education		0.5
HPE 857	0.5			X	X	Resistance Training and Body Shaping		0.5
HPE 858	0.5			X	X	Explorations In Dance		0.5
HPE 859	0.5			X	X	Advanced Swimming and Diving		0.5
HPE 860	0.5			X	X	Intro to Mindfulness, Yoga, Aerobics		0.5
HPE 861	0.5			X	X	Football and Soccer Officiating		0.5
HPE 862	0.5			X	X	Baseball and Softball Umpiring		0.5
HPE 863	0.5			X	X	Basketball and Volleyball Officiating		0.5
HPE 864	0.5			X	X	Coop, Outdoor & Project Adventure		0.5
HPE 865	0.5			X	X	Invasion, Net and Field Games		0.5
HPE 866	0.5			X	X	Unified Sports		0.5

*HPE 844 Independent Project in lieu of one (1) class per week to accommodate ACES/ATOMS/SOAR students in HPE 840 and HPE 842 ONLY. **HPE 845 Independent Project in lieu of one (1) class per week to accommodate ACES/ATOMS/SOAR students in HPE 841 and 843 ONLY.

Core Health and Physical Education Courses Required for High School Graduation

HPE 840 Health and Physical Education - Health, Wellness and Personal Conditioning 9

HPE 840* is a dual-purpose Grade 9 course in which students acquire the knowledge and skills necessary to design and execute their own personalized fitness conditioning program, while exploring contemporary issues surrounding Nutrition, Personal Health, Mental Health, Personal Safety, Behavioral Health, Substance Abuse Prevention, and Human Sexuality. Students will understand, compare and contrast, and then apply principles of Health and Wellness to develop decision-making skills, habits and attitudes that positively impact them physically, intellectually and socially/emotionally.

HPE 841 Health and Physical Education - Lifetime Health, Wellness and Recreation Skills 9

HPE 841 is a dual purpose Grade 9 course best suited for all students, regardless of interest, experience or ability.

HPE 841 is a dual purpose Grade 9 course designed to offer a fun, flexible menu of social and recreational skill development activities as chosen with students, and adjusted to their motivational levels and skill abilities. This course puts particular emphasis on recreational and lifetime activities that prepare students for lifelong social recreation, healthy habits and healthy lifestyles, while exploring contemporary issues surrounding Nutrition, Personal Health, Mental Health, Personal Safety, Behavioral Health, Substance Abuse Prevention, and Human Sexuality. Students will understand, compare and contrast, and then apply principles of Health and Wellness to develop decision-making skills, habits and attitudes that positively impact them physically, intellectually and socially/emotionally.

HPE 842 Health and Physical Education - Health, Wellness and Personal Conditioning 10

HPE 842* is a dual-purpose Grade 10 course in which students refine the knowledge and skills necessary to design and execute their own personalized fitness conditioning program, while exploring contemporary issues surrounding Nutrition, Personal Health, Mental Health, Personal Safety, Behavioral Health, Substance Abuse Prevention, and Human Sexuality. Students will understand, compare and contrast, and then apply principles of Health and Wellness to apply decision-making skills, habits and attitudes that positively impact them physically, intellectually and socially/emotionally.

HPE 843 Health and Physical Education - Lifetime Health, Wellness and Recreation Skills 10

HPE 843 is a dual purpose course best suited for all Grade 10 students, regardless of interest, experience or ability.

HPE 843 is a dual purpose Grade 10 course designed to offer a fun, flexible menu of social and recreational skill development activities as chosen with students, and adjusted to their motivational levels and skill abilities. This course puts particular emphasis on recreational and lifetime activities that prepare students for lifelong social recreation, healthy habits and healthy lifestyles, while exploring contemporary issues surrounding Nutrition, Personal Health, Mental Health, Personal Safety, Behavioral Health, Substance Abuse Prevention, and Human Sexuality. Students will understand, compare and contrast, and then apply principles of Health and Wellness to practice decision-making skills, habits and attitudes that positively impact them physically, intellectually and socially/emotionally.

HPE 844 Health and Physical Education - Independent Project for ACES/ATOMS /SOAR 0.1 credits

Prerequisite for HS Graduation Exclusive to ACES/ATOMS/SOAR students

HPE 844 is designed to allow students enrolled in the ACES/ATOMS/SOAR programs to fulfill their Health and Physical Education Carnegie Unit graduation requirement without having to compromise scheduling of additional laboratory courses that they are required to take per program standards. This independent research project satisfies 0.1 Carnegie Units per semester, **which may be applied to HPE 840 and/or HPE 842 ONLY**. Projects will be established and agreed upon in advance and in writing through a collaboration between the student and the Health/Physical Education teacher that they report to for the remaining four days per week. Research project expectations will be in writing, contain a comprehensive grading rubric, and specify a timeline for completion in order to earn applicable credit.

HPE 845 Health and Physical Education - Independent Project for ACES/ATOMS /SOAR 0.1 credits

Prerequisite for HS Graduation Exclusive to ACES/ATOMS/SOAR students

HPE 844 is designed to allow students enrolled in the ACES/ATOMS/SOAR programs to fulfill their Health and Physical Education Carnegie Unit graduation requirement without having to compromise scheduling of additional laboratory courses that they are required to take per program standards. This independent research project satisfies 0.1 Carnegie Units per semester, **which may be applied to HPE 841 and/or HPE 843 ONLY**. Projects will be established and agreed upon in advance and in writing through a collaboration between the student and the Health/Physical Education teacher that they report to for the remaining four days per week. Research project expectations will be in writing, contain a comprehensive grading rubric, and specify a timeline for completion in order to earn applicable credit.

SY 2019 - 2020

Health and Physical Education High School Elective Courses of Study
Semester Courses - 0.5 Credits each

Note: Electives may not be substituted for HPE 840, HPE 841, HPE 842, HPE 843, HPE 844 or HPE 845

HPE 846	Health Education	Women's Health & Wellness
HPE 847	Health Education	Men's Health & Wellness
HPE 848	Health Education	Sexual Health and Human Development
HPE 849	Health Education	Positive Parenting for Healthy Child Development
HPE 850	Health Education	First Aid, CPR and AED Rescue and Response Skills
HPE 851	Health Education	Nutrition, Weight Management and Human Performance
HPE 852	Health Education	Sports Injury Management
HPE 853	Physical Education	Team Sports Competition Skills
HPE 854	Physical Education	Basic Lifeguarding
HPE 855	Physical Education	Advanced Basketball
HPE 856	Physical Education	Unified Physical Education
HPE 857	Physical Education	Resistance Training and Body Shaping
HPE 858	Physical Education	Explorations In Dance
HPE 859	Physical Education	Advanced Swimming & Diving
HPE 860	Physical Education	Introduction to Mindfulness, Yoga and Aerobic Exercise
HPE 861	Physical Education	Football and Soccer Officiating
HPE 862	Physical Education	Baseball and Softball Umpiring
HPE 863	Physical Education	Basketball and Volleyball Officiating
HPE 864	Physical Education	Cooperative, Outdoor & Project Adventure Studies
HPE 865	Physical Education	Invasion, Net and Field Games
HPE 866	Physical Education	Unified Sports

HPE 846 - Health Education - Women's Health and Wellness

HPE 846 is designed to provide female students with opportunities to explore concepts in depth, analyze and solve real-life problems, and work cooperatively on tasks that develop and enhance their conceptual understanding of women's health issues. It provides students with the knowledge and skills to lead to lifelong positive attitudes and behaviors related to health. The major goal of this course is the development of health literacy within four unifying concepts:

- *Acceptance of personal responsibility*, including responsibility for personal lifelong health, acceptance of the idea that the individual has some control over health, and incorporation of health-related knowledge into everyday behavior
- *Respect for and promotion of the health of others*, including an understanding and acceptance of the influence of behavior on the health and well-being of others, of people on the environment, and of the environment on the health of groups and individuals
- *An understanding of the process of growth and development*, including the importance of both universal and individual aspects of physical, mental, emotional, and social growth and development
- *Informed use of health-related information, products, and services*, including the ability to select and use health-related information, products, and services carefully and wisely

The curriculum addresses these four unifying ideas with content from nine major areas of health education: Personal Health, Environmental Health, Consumer and Community Health, Family Living, Injury Prevention and Safety, Individual Growth and Development, Alcohol, Tobacco, and Other Drugs, Communicable, Chronic Diseases, and Nutrition.

HPE 847 - Health Education - Men's Health and Wellness

HPE 847 is designed to provide male students with opportunities to explore concepts in depth, analyze and solve real-life problems, and work cooperatively on tasks that develop and enhance their conceptual understanding of women's health issues. It provides students with the knowledge and skills to lead to lifelong positive attitudes and behaviors related to health. The major goal of this course is the development of health literacy within four unifying concepts:

- *Acceptance of personal responsibility*, including responsibility for personal lifelong health, acceptance of the idea that the individual has some control over health, and incorporation of health-related knowledge into everyday behavior
- *Respect for and promotion of the health of others*, including an understanding and acceptance of the influence of behavior on the health and well-being of others, of people on the environment, and of the environment on the health of groups and individuals
- *An understanding of the process of growth and development*, including the importance of both universal and individual aspects of physical, mental, emotional, and social growth and development
- *Informed use of health-related information, products, and services*, including the ability to select and use health-related information, products, and services carefully and wisely

The curriculum addresses these four unifying ideas with content from nine major areas of health education: Personal Health, Environmental Health, Consumer and Community Health, Family Living, Injury Prevention and Safety, Individual Growth and Development, Alcohol, Tobacco, and Other Drugs, Communicable, Chronic Diseases, and Nutrition.

HPE 848 Health Education - Sexual Health and Human Development

HPE 848 is designed to provide students with opportunities to explore concepts in depth, analyze and solve real-life problems, and work cooperatively on tasks that develop and enhance their conceptual understanding of sexual and reproductive health issues. It provides students with the knowledge and skills to lead to lifelong positive attitudes and behaviors related to sex, relationships and reproductive health. The major goal of this course is the development of health literacy within four unifying concepts:

1. *Acceptance of personal responsibility*, including responsibility for personal lifelong reproductive health, acceptance of the idea that the individual has control over their own health, and incorporation of health-related knowledge into everyday behavioral choices, most notably choices in response to issues related to sexuality.
2. *Respect for and promotion of the health of self and others*, including an understanding and recognition of the powerful influences of sexual behavior on the physical, mental and social/emotional health and well-being of oneself and others.
3. *An understanding of the process of growth and development*, including the importance of both universal and individual aspects of physical, mental, emotional, and social growth and development throughout the life span from 'in utero' to advanced age.
4. *Informed use of health-related information, products, and services*, including the ability to identify and carefully and wisely access health-related information, and services that are present in the Greater Waterbury community.

HPE 849 Physical Education – Positive Parenting for Healthy Child Development

HPE 849 is designed to provide students with opportunities to examine real-life challenges while enhancing their conceptual understandings of healthy child development and effective parenting skills to find solutions to common problems. Particular focus will be attributed to (1) strengthening student understanding of the process of child cognitive, social and emotional growth and development from “in utero” to age six (6), and (2) guiding students to properly identify quality child health and wellness information, products and services, as well as access parent support services present in the Greater Waterbury community.

HPE 850 Physical Education - First Aid, CPR and AED Rescue and Response Skills

HPE 850 is designed to offer the opportunity to participate in an American Red Cross approved course taught by a certified ARC Instructor and enable students to achieve School & Community-level certifications in First Aid, Cardiopulmonary resuscitation (CPR) for adults, children and infants and automated external defibrillator (AED) management. Students will acquire knowledge and pre-vocational skills in preparation for a wide variety of health-related careers. Particular emphasis will be placed on building students' self-confidence as effective first responders to multi-hazard emergencies with the acquired information/skills to save lives, if necessary.

HPE 851 Health Education – Nutrition, Weight Management and Human Performance

HPE 851 is designed to offer students a highly specialized range of learning activities in order to promote healthy sports nutrition that meets the needs of athletic lifestyles. This course helps student-athletes develop effective natural techniques, strategies and eating habits that support personal conditioning leading to increased athletic performance and prescriptive weight management. Particular emphasis on the use of natural food diets and training techniques and student avoidance of performance-enhancing products and substances to ensure long-term health and safety will be pervasive in all aspects of this course. Interdisciplinary instruction focusing on developmentally appropriate literacy and numeracy skills embedded within Values and Character Education themes are integral instructional delivery systems for this elective.

HPE 852 Health Education - Sports Injury Management

HPE 852 is designed to offer students a specialized range of knowledge and treatment activities in order to promote personal fitness and help prevent/mitigate/treat/recover from sports injuries. This course helps students develop effective natural techniques, strategies and habits for personal conditioning and nutrition that increase resistance to, and assist therapeutic management of, sports-related injuries. Particular emphasis on natural training and rehabilitation techniques will be pervasive in this course.

HPE 853 Physical Education – Team Sports Competition Skills

Note: HPE 852 is best suited to those students who are highly skilled and highly motivated to participate in interscholastic athletics and/or intramural / recreational sports leagues.

HPE 853 is designed to offer a physically demanding menu of sports skill development activities tailored to challenge athletes' team sports skill abilities and heightened interest as well as motivational drive to advance. This course puts particular emphasis on specific team sport skill development activities that prepare students for interscholastic competition, while exploring contemporary issues surrounding Nutrition, Personal and Mental Health, Safety, Substance Abuse, Human Growth and Development and Family Life Education. Students will understand, compare and contrast, and then apply principles of Health and Wellness to develop decision-making skills, habits and attitudes that positively impact them physically, intellectually and socially/emotionally.

HPE 854 Physical Education - Basic Lifeguarding

HPE 854 is designed to offer the opportunity to participate in an American Red Cross-approved course taught by a certified ARC Instructor and enable students to achieve certification in Basic Lifeguarding. Students will acquire knowledge and practice water rescue skills in preparation for employment as certified lifeguards in public and/or private aquatic recreational facilities including beaches, lakes, pools and water parks. Particular emphasis will be placed on building students' self-confidence as effective first responders to water rescue emergencies with the acquired information/skills to save lives, if necessary.

HPE 855 Physical Education - Advanced Basketball

HPE 855 is designed to offer students a highly specialized range of competitive basketball skill development activities in order to promote participation in interscholastic and/or competitive athletics. Students will acquire knowledge and practice fundamental to advanced skills of the game of basketball. This course provides effective strategies for personal conditioning and skill development drills in preparation for game play, includes direct instruction on the official NAIA basketball rule book, and promotes participation both within school, and throughout the wider community in recreational basketball opportunities.

HPE 856 Physical Education - Unified Physical Education

HPE 856 Unified Physical Education is a special, half year course offering for selected juniors or seniors that extends the Unified Sports model into the instructional setting. This course is designed for those students looking to extend themselves to others of varying abilities and mobility, as well as provide peer coaching and an opportunity for socialization and inclusion in a physical activity

setting. This course brings together junior/senior class students with athletes with special needs in an environment of learning, collaboration and fun. Students will be expected to collaboratively design and carry out modifications to activities and work with a partner on providing assistance to an athlete with special needs. Course enrollment for regular education students is restricted to juniors and seniors in good academic standing.

HPE 857 Physical Education - Resistance Training and Body Shaping

HPE 857 is designed to offer students a highly specialized range of conditioning and body shaping development activities in order to promote personal conditioning. Students will acquire knowledge and practice fundamental to advanced skills for safe and effective weight training as well as proper nutrition. This course helps students develop effective natural techniques, strategies and habits for personal conditioning leading to increased strength, muscle mass, cardiovascular endurance, flexibility, core development, increased speed and agility and prescriptive weight management. Particular emphasis on the use of natural training techniques and student avoidance of performance-enhancing products and substances to ensure long-term health and safety will be pervasive in all aspects of this course. Resistance training is a key component to developing and maintaining physical fitness over one's lifespan. This course is designed for those students who have a strong interest in increasing their skills, knowledge and understandings related to developing and instituting a personal resistance training program. Assessments will focus on students understanding the physiologic response to a variety of training modes and their ability to create, execute and monitor a personal training program.

HPE 858 Physical Education – Explorations In Dance

HPE 858 is designed to offer students fun and social rhythm and dance activities designed for increased cardiovascular endurance and heart-healthy weight management. The benefits of aerobic dance include increased cardiopulmonary efficiency, strengthened heart and lungs, improved circulation, lowered cholesterol levels, and stress and anxiety reduction.

Dance can be seen as exercise, a conduit for self-expression or a form of social communication. This course is designed for those students who have a strong interest in increasing their skills and knowledge related to a wide range of dance forms. Students will explore dance forms including: the Waltz, Fox Trot, Swing, Salsa, as well as Traditional and Western line dance as well as exploring and learning a number of other dances originating within a variety of ethnic cultures and expressing the movement aesthetics of that culture. Students will work to improve individual competence, analyze performance in self and others using video, as well as peer coach. Assessments will afford students the opportunity to create and perform short sequences of dance in a variety of styles.

Learning activities may include varied forms of aerobics including low-impact, swim and other water aerobics and body sculpting techniques; however, rhythm and dance will be the predominant engagement forms and may be inspired by a mix of salsa, hip-hop, ballroom dancing, country line dancing, or even ballet, etc.. Essentially workouts set to music, a typical dance class will begin with several minutes of warm-ups and stretching, peak with 20-30 minutes of dancing and end with several minutes of cool-down and stretching.

HPE 859 Physical Education - Advanced Swimming and Diving

HPE 859 is designed to offer students a highly specialized range of competitive swimming skill development activities in order to promote participation in interscholastic and/or competitive athletics. Students will acquire knowledge and practice fundamental to advanced skills for swim competition. This course provides effective strategies for personal conditioning and skill development drills in preparation for swim meets, includes direct instruction on the official NAIA rule book, and promotes participation both within school, and throughout the wider community in recreational swimming and diving opportunities. Availability is limited to aquatic facilities.

HPE 860 Physical Education - Introduction to Mindfulness, Yoga and Aerobic Exercise

HPE 860 is designed to offer students a specialized course of study in one of the oldest holistic healthcare systems in existence. Originally founded in India, the Sanskrit word yoga literally means 'union.' The intent of yoga is to form a vibrant connection between body, mind and spirit, creating a lasting, integrative wellness program that one can continue to cultivate throughout their lifetime. Historically, Yoga has been practiced world-wide for its health, wellness and healing benefits. Yoga practices consist of physical postures called asanas, breathing exercises called pranayama, and elements of meditation and self-reflection.

Yoga offers a comprehensive, disciplined approach to self-study that cultivates wellness by combining meditative reflection with a physical workout, thereby improving strength, flexibility, balance and endurance, as well as mental wellness. This holistic combination of physical, cognitive and affective disciplines has been known to reduce tension, anxiety, and emotional reactivity in adolescents. Yoga and aerobic exercise are key components to developing and maintaining physical fitness over one's lifespan.

This course is designed for those students who have a strong interest in increasing their skills, knowledge and understandings related to developing and instituting a personal fitness program that utilizes aerobic exercise and yoga. Assessments will focus on students understanding the physiologic response to a variety of training modes and their ability to create, execute and monitor a personal program.

HPE 861 Physical Education - Football and Soccer Officiating

HPE 861 is designed to offer students a highly specialized course of study that prepares students to become qualified game officials for interscholastic and/or recreational soccer and football games. Students will acquire thorough knowledge of the rules of soccer and football. They will then practice officiating skills and rule interpretations in authentic ways through simulated games in preparation for employment as recreational soccer and football officials. Particular emphasis will be placed on building students' self-confidence as effective managers of athletic contests with the acquired information/skills to enforce fair, safe play through accurate administration of the rules and fidelity to standards of conduct that display respect for all participants.

HPE 861 Physical Education - Baseball and Softball Umpiring

HPE 862 is designed to offer students a highly specialized course of study that prepares students to become qualified umpires for interscholastic and/or recreational baseball or softball games. Students will acquire thorough knowledge of the rules of baseball and softball. They will then practice officiating skills and rule interpretations in authentic ways through simulated games in preparation for employment as recreational baseball/softball umpires. Particular emphasis will be placed on building students' self-confidence as effective managers of athletic contests with the acquired information/skills to enforce fair, safe play through accurate administration of the rules and fidelity to standards of conduct that display respect for all participants.

HPE 862 Physical Education - Basketball and Volleyball Officiating

HPE 863 is designed to offer students a highly specialized course of study that prepares students to become qualified game officials for interscholastic and/or recreational basketball and volleyball games. Students will acquire thorough knowledge of the rules of basketball and volleyball. They will then practice officiating skills and rule interpretations in authentic ways through simulated games in preparation for employment as recreational basketball and volleyball officials. Particular emphasis will be placed on building students' self-confidence as effective managers of athletic contests with the acquired information/skills to enforce fair, safe play through accurate administration of the rules and fidelity to standards of conduct that display respect for all participants.

HPE 863 Physical Education - Cooperative, Outdoor & Project Adventure Studies

HPE 864 is designed to offer students challenging and fun team-building activities to help them learn that individuals are usually more capable (mentally, emotionally, and physically) than they perceive themselves to be, and if given the chance to try in a supportive atmosphere, can discover this excellence within themselves. This course guides students to develop an increased familiarity and identification with the natural world, to increase participants' sense of personal confidence, levels of agility and physical coordination, joy in one's physical self and the ability to both offer and accept mutual support within a group to accomplish things they may have never imagined doing. Particular emphasis on cooperative rather than competitive learning tasks will be pervasive in this course.

HPE 865 Physical Education - Game Play: Invasion, Net and Field Games

HPE 865 offers students a course of study that recognizes that games are a ubiquitous element of our society and come in many forms. It is designed for those students who have a strong interest in increasing their skills, knowledge and tactical understanding of invasion, net and field type games. Instruction will center on game play in traditional and novel games, each designed to highlight particular skills, tactics and strategies. Assessments will focus on using video of high level game play to develop the student's ability to analyze for common tactics and strategies as well as the comparison use of video to analyze one's own performance or the performance of one's team.

HPE 866 Physical Education - Unified Sports

HPE 866 is designed to offer students with physical and/or cognitive disabilities and non-disabled peers to work together and mutually engage in a wide range of competition sports skill activities that promote lifelong participation in athletic and fitness-related pursuits. Students will acquire knowledge and skills for a variety of modified sports and games, including Unified Sports rules, strategies and opportunities both within and outside school in order to compete in Unified Sports events. Course enrollment for regular education students is restricted to juniors and seniors in good academic standing.

#8

HPE 841 Lifetime Health, Wellness and Recreation Skills - Marking Period #1

Lesson	Standard(s)	Grade Level Performance Outcome	Objective - Content	Objective-Interdisciplinary	Objective-Character / Values	Assessment(s)	Learning Activities - 1st Marking Period
1	Standard 4 - Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce health risks.	4.12.4 Demonstrate how to ask for and offer assistance to enhance the health of self and others.	Introduce students to concepts of community building and networking with peers to adopt collaborative learning strategies	CCSA ELA-Literacy RST.9-10.1 Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11-12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.	Foundation of Universal Ethical Decision-Making Model	Students divided into small groups will manage to complete all Escape Room tasks, which articulate the Health Education learning expectations for all students enrolled in the HPE 841 course	HPE 841 Escape Room: Health Education Expectations
2	Standard 1 - The physically literate individual (PLI) demonstrates competency in a variety of motor skills and movement patterns	Uses communication skills and strategies that promote team or group dynamics. (S4. H3. L1)	1.H.3 Demonstrates competency in two or more specialized skills in health-related fitness activities	CCSA ELA-Literacy SL. 11-12.1 Determine the central ideas or conclusions of a text; trace the text's explanation or depiction of a complex process, phenomenon, or concept; provide an accurate summary of the text.	Behavioral Health Pledge - Responsibility, Fairness and Self-Regulation	Complete all Escape Room tasks, which articulate the Physical Education learning expectations for all students enrolled in the HPE 841 course	HPE 841 Escape Room: Physical Education Expectations
3	Standard 10 - Demonstrate understanding of movement concepts, principles, strategies and tactics as they apply to the learning and performance of physical activities	H.10.1. Demonstrate an understanding of what the body does, where the body moves, how the body performs the movement and relationships that enable skilled performances.	Students will demonstrate their current knowledge about health-enhancing behaviors, risk reduction strategies and community resources to support personal wellness	Students will use standard English for composing, revising written text and/or oral response.	Identify the effects of individual differences such as age, gender, and culture on preferences in physical activity.	HPE 841 Pre-Assessment Instrument	HPE 841 Pre-Assessment Exam

4	Standard 4- Exhibits responsible personal and social behavior that respects self and others	S4. H2. L1. Exhibits proper etiquette, respect for others and teamwork while engaging in physical activity and/or social dance.	Display proper first name, impression and handshake techniques.	Identify adjectives to describe themselves to the class and learn each other's names.	Demonstrate respect for others by appropriately greeting each other and learning each other's names.	What are the 6 parts to a great 1st impression? Can this be applied to different aspects of your life? How?	1st IMPRESSIONS
5	Standard 1 Students will comprehend concepts related to health promotion and disease prevention to enhance health.	1.12.1 Predict how healthy behaviors can impact health status.	SWBAT demonstrate the ability to access valid information to enhance ones overall health.	CC.9-10.R.L.1Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	SWBAT demonstrates the ability to make informed judgement and explaining their decision or opinion appropriately throughout the class activities.	Review throughout class discussions and group presentations.	Students will describe the interrelationships of emotional, intellectual, physical and social health.
6	Standard 4 - The physically literate individual exhibits responsible personal and social behavior that respects self and others.	Uses communication skills and strategies that promote team or group dynamics (S4. H3. L1)	Identify and appropriately apply the 4 keys of communicating in all physical/cooperation activities.	Use problem solving skills to communicate verbally and cooperate towards a common goal.	Identify demonstrate the character value traits of respect, positive communication, co-operation, and support needed to accomplish each activity.	How would you rate your co-operation skills and why? Do you feel if communication gets better co-operation does too? Explain. How will the information learned today allow you to be successful in class with your teacher and peers?	BLOB TAG & INDIANA JONES

7	Standard 4 Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce risks	4.12.2 Demonstrate refusal, negotiation, and collaboration skills to enhance health and avoid or reduce health risks.	SWBAT will utilize resources from home, school, and community that provide valid health information.	CC.9-10.W.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection and organization and analysis of content.	SWBAT demonstrates the ability to make informed judgement and explaining their decision or opinion appropriately throughout the class activities.	During the class discussion the teacher will provide questions to the students to assess their knowledge on the concepts discussed relating to risky behaviors and questions regarding enhancing health.	Students will understand and demonstrate refusal, negotiation, and collaboration skills to enhance health and avoid or reduce health risks.
8	Standard 4 - The physically literate individual exhibits responsible personal and social behavior that respects self and others.	Solves problems and thinks critically in physical activity or dance settings, both as an individual and in groups. (S4. H4. L1)	Identify and appropriately apply the 4 keys of communicating in all physical/cooperation activities.	Use problem solving skills to communicate verbally and cooperate towards a common goal.	Identify demonstrate the character value traits of respect, positive communication, cooperation, and support needed to accomplish each activity.	1. How did the activities make you feel? 2. Can this be applied to different aspects of your life? How?	TARP FLIP & ALL ABOARD
9	Standard 2 Students will analyze the influence of family, peers, culture, media, technology, and other factors on health behaviors.	2.12.9 Analyze how some health risk behaviors can influence the likelihood of engaging in unhealthy behaviors.	SWBAT demonstrate the ability to access and evaluate resources from home, school, and community that provide valid health information and services	C1.4. Science-Identify 2 technological advances that improve human health.	Responsibility: Students will take responsibility to work independently.	Journal entry: List 2 websites that provide information on your topic. Describe two technological advances that improve human health.	Students will analyze how they are affected by genetics, family history and culture along with technological advances.
10	Standard 4 - The physically literate individual exhibits responsible personal and social behavior that respects self and others.	Solves problems and thinks critically in physical activity or dance settings, both as an individual and in groups. (S4. H4. L1)	Identify and appropriately apply the 4 keys of communicating in all physical/cooperation activities.	Communicate verbally and nonverbally to send and receive information	Identify demonstrate the character value traits of respect, positive communication, cooperation, and support needed to accomplish each activity.	What were some challenges you faced during this activity? What adjustments did you and your partner make? How is it applicable to your life and future?	BLIND MICE & LOOK, BUT SEE

11	Standard 2 Students will analyze the influence of family, peers, culture, media, technology, and other factors on health behaviors.	2.12.9 Analyze how some health risk behaviors can influence the likelihood of engaging in unhealthy behaviors.	SWBAT differentiate the difference between creating realistic and unrealistic goals towards improving their health in all do	C1.4. Science-Identify 2 technological advances that improve human health.	Responsibility: Students will take responsibility to work independently.	Students will identify the functions of various sections of the brain and its relationship to healthy and unhealthy choices.	Students will research new scientific information that has developed over the past few years. in the field of brain research.
12	Standard 4 - The physically literate individual exhibits responsible personal and social behavior that respects self and others.	Uses communication skills and strategies that promote team or group dynamics. (S4. H3. L1)	Identify and appropriately apply the 4 keys of communicating in all physical/cooperation activities.	Use problem solving skills to communicate verbally and cooperate towards a common goal.	Identify demonstrate the character value traits of respect, positive communication, co-operation, and support needed to accomplish each activity.	What are the 4 keys to communication? Why is it important to have good communication skills?	IDENTITY CRISIS & CONSTRUCTION WORKER
13	Standar 3 Students will demonstrate the ability to access valid information and products and services to enhance health.	3.12.2 Utilize resources from home, school, and community that provide valid health information.	SWBAT identify the appropriate amount of sleep teenagers should receive each night and discuss strategies and techniques fo supporting restful sleep patterns.	CC.9-10.R.L.1Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	Students will demonstrate the ability to make a decision or form an opinion; a decision reached after consideration.	Demonstrate one technique learned to produce sleep health.	Physiology of breathing techniques Self-awareness and self observation sheet Mindfulness in daily living.
14	Standard 1- Demonstrates competency in a variety of motor skills and movement patterns.	Uses communication skills and strategies that promote team or group dynamics (S4. H3. L1)	Communicate and integrate a strategy to promote team success: retrieve the flag from the opponent's side and return it to their designated area.	Use problem solving skills by cooperatively communicating with their teammates to achieve a common goal.	Demonstrate an understanding of the rules by participating safely in all team activities.	What strategies did your team use? How effective was the communication between teammates?	CAPTURE THE FLAG

15	Standard 3 Students will demonstrate the ability to access valid information and products and services to enhance health	3.12.1 Evaluate the validity of health information, products, and services.	SWBAT create effective strategies for performing healthier exercise alternatives to increase the amount of activity they receive on a daily basis.	CC.0-10.SL.1a Come to discussions prepared having read and researched material under study.	Students will learn the meaning respecting and valuing self.	Assess student responses throughout class discussions and activity.	Students will practice skills to increase mindfulness techniques. Identify the reasons why self-care is important and create a self-care list.
16	Standard 1- Demonstrates competency in a variety of motor skills and movement patterns.	Uses communication skills and strategies that promote team or group dynamics. (S4. H3. L1)	Communicate and integrate a strategy to promote team success: retrieve the flag from the opponent's side and return it to their designated area.	Use problem solving skills by cooperatively communicating with their teammates to achieve a common goal.	Demonstrate an understanding of the rules by participating safely in all team activities.	If you could change something what would it be and why? What roles did teammates have? Can this game improve my fitness and why?	CAPTURE THE FLAG
17	Standard 7 Students will demonstrate the ability to practice health-enhancing behaviors and avoid or reduce risks.	Standard 7.12.2 Demonstrate a variety of healthy practices and behaviors that will maintain or improve the health of self or others.	SWBAT examine personal causes of stress and review strategies that can be used for avoiding stressful situations and managing stress.	CC.9-10.W.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection and organization and analysis of content.	Students will demonstrate informed judgement, or the ability to make a decision or form an opinion; a decision reached after consideration.	Students will explain the importance of assuming responsibility for personal health behaviors on an exit slip to be sure they understand the lesson.	Students will create a list of the healthy behaviors they have in their life. They will identify family values and and behaviors have influenced their health
18	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Uses strategies and tactics effectively during game play in net/wall and/or target games. (S2.H5.L1)	Demonstrate proper catching and throwing skills as they participate in the team speedball activity	Keep track of scoring and amount of passes before students are able to shoot at the goal.	Use physical activity as a positive opportunity for social and group interaction and development of leadership skills.	Multiple choice quiz with the rules and regulations (see appendix)	SPEEDBALL

19	Standard 4 Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce risks	Standard 4.12.1 Utilize skills for communicating effectively with family, peers, and others to enhance health.	SWBAT will identify three health skills in reference to good communication skills. Involves interpersonal communication, refusal skills and conflict resolution.	CC.9.10.R.L.1 Cite strong information from various charts on concepts regarding to overall good communication.	Students will choose words and expressions to clearly say what they mean and mean what they say.	Students will complete an activity to improve communication skills with friends and family and engage community resources needed to improve family life.	Develop a Greater Waterbury Community resource toolbox including addresses, phone numbers and sites
20	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Applies strategies and tactics when analyzing errors in game play in net/wall and/or target games. (S2.H5.L2)	Demonstrate proper catching and throwing skills as they participate in the team speedball activity	Keep track of scoring and amount of passes before students are able to shoot at the goal.	Use physical activity as a positive opportunity for social and group interaction and development of leadership skills.	Written assessment creating team offensive and defensive formations and strategies	SPEEDBALL
21	Standard 6 Students will demonstrate the ability to use goal-setting skills to enhance health.	6.12.1 Assess personal health practices and overall health status.	SWBAT differentiate the difference between creating realistic and unrealistic goals in daily living.	CC.9-10.SL.1a Review concepts and information from various texts and incorporate it into their responses throughout the class activities.	Students will demonstrate personal responsibility when analyzing external influences and recognizing positive and negative sources.	The teacher will present information on goal setting. The students will be introduced to strategies for creating an action plan.	Purposeful Goal Setting activities for students. All About you Activity

22	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Uses movement concepts and principles (e.g., force, motion, rotation) to analyze and improve performance of self and/or others in a selected skill. (S2.H2.L1)	Identify a concept they used to enhance their performance by describing one offensive and defensive strategies utilized in each game.	Use problem solving skills by cooperatively communicating with their teammates to achieve a common goal.	Demonstrate cooperation and fairness by appropriately participating with teammates during play.	How can cooperative group games improve my overall fitness? What basic skills do I need to know in order to play this activity? How do Cooperative group games improve my social interaction?	STAR WARS
23	Standard 8 Students will demonstrate the ability to advocate for personal, family, and community health.	Standard 8.12.1 Utilize accurate peer and societal norms to formulate a health-enhancing message.	SWBAT demonstrate the ability to access valid information to enhance ones overall health.	CC.9-10.R.L.1 Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	Students will demonstrate informed judgement, or the ability to make a decision or form an opinion; a decision reached after consideration.	Teacher will assign students to work in groups of 3-4. Each group will be assigned to a specific resource, provided by the teacher. Students will research the health resource and Identify particular criteria to be determined.	Students will gain skills to help them deal with transitions they are experiencing during the adolescent stage of development, how each person is unique and ways to build on healthy self-esteem and self-images.
24	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	S2.H1.L1 Apply terminology associated with exercise and participate in selected individual- activities, dance, net/wall games, target games, aquatics, outdoor pursuits appropriately.	Display proper technique by throwing, catching, and tipping the ball back during game play.	Apply the Laws of Motion during game play by making informed decisions for tipping the ball back to teammates.	Apply safe practices, rules, procedures, etiquette, and good sportsmanship in all physical education settings.	Teacher will observe: Application of skills, Application of strategy, Application of rules, Application of personal & social responses	NEWCOMBE

25	Standard 7 Students will demonstrate the ability to practice health-enhancing behaviors and avoid or reduce risks	7.12.1 Analyze the role of individual responsibility for enhancing health	SWBAT will utilize resources from home, school, and community that provide valid health information.	CC.9-10.SL.1a Review concepts and information from various texts and incorporate it into their responses throughout the class activities.	Students will discuss issues of sexuality with respectful language.	Discuss in groups how one can communicate the beliefs and guidelines that they have concerning sexuality	Understanding sexuality Physical, emotional and social responsibility and decisions
26	Standard 4- Exhibits responsible personal and social behavior that respects self and others	Exhibits proper etiquette, respect for others and teamwork while engaging in physical activity and/or social dance. (S4. H2. L1)	Display proper technique by throwing, catching, and tipping the ball back during game play.	Use critical thinking and problem-solving in order to effectively plan and execute team strategies.	Apply safe practices, rules, procedures, etiquette, and good sportsmanship in all physical education settings.	Teacher will observe: Application of skills, Application of strategy, Application of rules, Application of personal & social responses	NEWCOMBE
27	Standard 7 Students will demonstrate the ability to practice health-enhancing behaviors and avoid or reduce risks	7.12.1 Analyze the role of individual responsibility for enhancing health	SWBAT identify male reproductive anatomy and functions of each. Identify importance of early detection of health problems	CC.9-10.SL.1a Review concepts and information from various texts and incorporate it into their responses throughout the class activities.	Students will be understanding of the issues of males regardless of their gender.	Review and quiz each other on the physical and functional aspects of male reproduction and the important health concerns as teens.	Male reproduction - internal and external, Health concerns
28	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Applies the terminology associated with exercise and participation in selected individual-performance activities, dance, net/wall games, target games, aquatics and/or outdoor pursuits appropriately. (S2.H1.L1)	Display proper technique by bumping, setting, and serving the ball during game play.	Effectively uses movement concepts and principles to analyze and improve performance of self and others.	Apply safe practices, rules, procedures, etiquette, and good sportsmanship in all physical education settings.	Teacher will observe: Application of skills, Application of strategy, Application of rules, Application of personal & social responses	4-WAY VOLLEYBALL

29	Standard 7 Students will demonstrate the ability to practice health-enhancing behaviors and avoid or reduce risks	7.12.2 Analyze the role of individual responsibility for enhancing health	SWBAT identify female reproductive anatomy and functions of each. Identify importance of early detection of health problems	CC.9-10.SL.1a Review concepts and information from various texts and incorporate it into their responses throughout the class activities.	Students will be understanding of the issues of females regardless of their gender	Review and quiz each other on the physical and functional aspects of female reproduction and the important health concerns as teens.	Female reproduction - external and internal Health concerns
30	Standard 4- Exhibits responsible personal and social behavior that respects self and others	Uses communication skills and strategies that promote team or group dynamics (S4. H3. L1)	Display proper technique by bumping, setting, and serving the ball during game play.	Effectively uses movement concepts and principles to analyze and improve performance of self and others.	Apply safe practices, rules, procedures, etiquette, and good sportsmanship in all physical education settings.	Teacher will observe: Application of skills, Application of strategy, Application of rules, Application of personal & social responses	4-WAY VOLLEYBALL
31	Standard 3: Students will demonstrate the ability to access valid information and products and services to enhance health	3.12.13 Determine the accessibility of products and services that enhance health	SWBAT care for themselves to maintain good reproductive health by accessing information and medical services.	CC.0-10.SL.1a Come to discussions prepared having read and researched material under study.	Students will show appreciation for the responsibility and privilege of the ability to reproduce.	Create chart identifying sources of reliable information including local healthcare agencies and medical resources	Female reproduction - menstrual cycle, ovulation
32	Standard 4- Exhibits responsible personal and social behavior that respects self and others	Chooses an appropriate level of challenge to experience success and desire to participate in a self-selected physical activity (S5. H2.L2)	Display proper technique by bumping, setting, and serving the ball during 4-way game play. Or students will be able to display proper technique by throwing, catching, and tipping the ball back during game play.	Effectively uses movement concepts and principles to analyze and improve performance of self and others.	Apply safe practices, rules, procedures, etiquette, and good sportsmanship in all physical education settings.	Unit test on skills, technique, and strategies for both games.	4-WAY VOLLEYBALL OR NEWCOMB

33	Standard 4 Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce risks	4.12.1 Utilize skills for communicating effectively with family, peers, and others to enhance health.	SWBAT Identify the importance of having healthy understanding regarding of the roll of hormones thru life	A.1 Use oral language with clarity, voice and fluency to communicate message.	Students will understand and have empathy for the physical and emotional effect of hormones	Students will discuss situations where communication is vital regarding sexual activity and how to express their values.	Role of Hormones, sexual feelings and healthy decisions - Health risks
34	Standard 5- The physically literate individual recognizes the value of physical activity for health, enjoyment, challenge, self-expression and/or social interaction	Identifies the opportunity for social support in a self-selected physical activity or dance. (S5.H4.L1)	Identify and appropriately apply the 4 keys of communicating in all physical/cooperation activities.	Patterns: Describe, extend and analyze numeric, geometric and statistical patterns.	Continue to develop skills to participate productively in groups, in both cooperative and competitive activities.	How would you rate the cooperation of your group/ team today?	FLOOR HOCKEY
35	Standard 3 Students will demonstrate the ability to access valid information and products and services to enhance health	3.12.4 Determine when professional health services may be required	SWBAT identify the most common sexually transmitted infections, how they are transmitted and treated.	CC.9-10.R.L.1 Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	Students will be mindfull of the risks involved for themselves and their partners	Students will be able to identify symptoms and testing methods of STI's. What STI's are cureable and/or treatable.	Sexually Transmitted Infections - Bacterial and Viral
36	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Describes the speed vs. accuracy trade-off in throwing and striking skills.28 (S2.H2.L2)	Demonstrate the ability to use the proper grip.	Probability: Identify the effect the number of trials has on predicting outcomes; Design and conduct probability experiments; Make predictions about equally likely or not; Express probability as fractions, ratios, decimals, and percents.	Apply appropriate skills for resolving conflicts peacefully.	Did you need to resolve a conflict today? Did you use appropriate conflict resolution strategies? Were they successful or not?	FLOOR HOCKEY

37	Standard 3 Students will demonstrate the ability to access valid information and products and services to enhance health	3.12.3 Determine the accessibility of products and services that enhance health	SWBAT understand the risky behaviors that lead to transmission of STI's, including possibly life threatening HIV/Aids transmission	C1.4. Science-Identify 2 technological advances that improve human health.	Students will communicate and take responsibility along with their partners to practice safer sex	Students will research and share with class information on prevention, health care and treatment of STI's and HIV	Prevention of STI's, HIV/AIDS testing and treatment
38	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Uses strategies and tactics effectively during game play in net/wall and/or target games. (S2.H5.L1)	Explain orally or in a written format the tasks of each position in hockey.	Laws of Motion: Demonstrate and communicate an understanding and application of concepts.	Demonstrate willingness to attempt a variety of new physical activities.	Do these skills that we practiced today carry over to other sports?	FLOOR HOCKEY
39	Standard 4 Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce risks	4.12.1 Utilize skills for communicating effectively with family, peers, and others to enhance health.	SWBAT recognize abstinence as only method that is 100 percent effective in preventing pregnancy. Other methods available all have some risks.	C1.4. Science-Identify 2 technological advances that improve human health.	Students will use knowledge, research and professional medical advice to make healthy decisions	Students will identify different methods of contraception used by males and females and understand how they work.	Contraceptives, Abstinence, safer sex, Communicating with partners
40	Standard 1- The physically literate individual demonstrates competency in a variety of motor skills and movement patterns.	Refines activity-specific movement skills in 1 or more lifetime activities (outdoor pursuits, individual-performance activities, aquatics, net/wall games, or target games).25 (S1.H1.L2)	Identify and appropriately apply the 4 keys of communicating in all physical/cooperation activities.	Demonstrate the ability to respond critically to a variety of game strategies.	Value the skill competence that results from practice.	Entrance slip	FLOOR HOCKEY

41	Standard 4 Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce risks	4.12.3 Demonstrate strategies to prevent, manage, or resolve interpersonal conflicts without harming self or others	SWBAT to recognize the characteristics of healthy and unhealthy behaviors in a relationship.	A.1 Use oral language with clarity, voice and fluency to communicate message.	Students will treat others with respect in all relationships	Students will meet a representative for Safe Haven who will speak about community services for those affected by sexual assault and domestic violence.	Relationships - Healthy and Unhealthy Understanding Consent
42	Standard 1- The physically literate individual demonstrates competency in a variety of motor skills and movement patterns.	Demonstrates competency in 1 or more specialized skills in health-related fitness activities. (S1.H3.L1)	Identify and appropriately apply the 4 keys of communicating in all physical/cooperation activities.	Data Interpretation: Collect, organize, display and compare data in statistics.	Use physical activity as a positive opportunity for social and group interaction and development of leadership skills.	exit slip	FLOOR HOCKEY
43	Standard 3 Students will demonstrate the ability to access valid information and products and services to enhance health	3.12.4 Determine when professional health services may be required.	SWBAT explain fetal development from conception through pregnancy	CC.0-10.SL.1a Come to discussions prepared having read and researched material under study.	Students will show appreciation for the responsibility and privilege of the ability to reproduce.	Students will discuss the importance of healthy lifestyle before and during pregnancy.	Life Cycle from Fertilization to Childbirth Health concerns to mother and child
44	Standard 5- The physically literate individual recognizes the value of physical activity for health, enjoyment, challenge, self-expression and/or social interaction.	Identifies the opportunity for social support in a self-selected physical activity or dance. (S5.H4.L1)	Distinguish between a forehand and a backhand grip .	Operations: Use estimation to predict reasonable answers. Explain when an estimate will be more or less than the exact answer.	Demonstrate willingness to attempt a variety of new physical activities.	Teacher will assess student knowledge through a brief discussion.	BADMINTON

45	Standard 5 Students will demonstrate the ability to use decision-making skills to enhance health.	Standard 5.12.4 Generate alternatives to health-related issues or problems.	SWBAT discuss the types of characteristics that are associated with good mental health.	CC.9-10.W.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection and organization and analysis of content.	Students will demonstrate informed judgement, or the ability to make a decision or form an opinion, a decision reached after consideration.	Students will identify the components of health. During the discussion the teacher will lead students towards the mental/emotional health and its relevants to physical health component.	<i>Students write five stressors in their lives. Teacher describes scenario...what is stress. List of what causes stress.</i>
HPE 841 Lifetime Health, Wellness and Recreation Skills - Marking Period #2							
Lesson	Standard(s)	Grade Level Performance Outcome	Objective - Content	Objective-Interdisciplinary	Objective-Character / Values	Assessment(s)	Learning Activities - 2nd Marking Period
46	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Describes the speed vs. accuracy trade-off in throwing and striking skills.28 (S2.H2.L2)	Demonstrate a Forehand and backhand stroke in practice.	Patterns: Describe, extend and analyze numeric, geometric and statistical patterns.	Value the skill competence that results from practice.	exit slip, content	BADMINTON
47	Standard 1 Students will comprehend concepts related to health promotion and disease prevention to enhance health.	Standard 1.12.1 Predict how healthy behaviors can impact health status	SWBAT Identify the importance of having healthy self-esteem and determine ways to improve self-esteem.	CC.9-10.W.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection and organization and analysis of content.	Students will demonstrate the ability to make a decision or form an opinion; a decision reached after consideration.	Students will perform a brief review of concepts relating to stress by addressing various questions and identifying illnesses related to stress.	<i>Students groups discuss their biological reactions experienced and list illnesses that can evolve from physical and mental stress.</i>

48	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Uses strategies and tactics effectively during game play in net/wall and/or target games. (S2.H5.L1)	Demonstrate the ability to score a tennis match and set.	Patterns: Describe, extend and analyze numeric, geometric and statistical patterns.	Realize that physical activity and challenges present opportunities for personal growth.	Teacher will assess the students ability to serve the birdie from the appropriate place on the court using the proper technique.	BADMINTON
49	Standard 2 Students will analyze the influence of family, peers, culture, media, technology, and other factors on health behaviors.	2.12.5 Evaluate the effect of media on personal and family health.	SWBAT discuss the types of characteristics that are associated with good mental health.	CC.9-10.W.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection and organization and analysis of content.	Responsibility- Students will understand the importance of making healthy decisions in areas of sexuality and emotional well-being.	Students will perform a brief review of concepts relating to stress by addressing various questions and identifying illnesses related to stress.	Students will identify many causes of stress and identify different events and conditions that can trigger a stress reaction.
50	Standard 1- The physically literate individual demonstrates competency in a variety of motor skills and movement patterns.	Refines activity-specific movement skills in 1 or more lifetime activities (outdoor pursuits, individual-performance activities, aquatics, net/wall games, or target games).25 (S1.H1.L2)	Identify and appropriately apply the 4 keys of communicating in all physical/cooperation activities.	Operations: Use and describe a variety of strategies to perform basic operations of multi-digit numbers in multi-step problems.	Apply save practices, rules, procedures, etiquette, and good sportsmanship in all physical education settings.	Students are able to score a match successfully with a partner (doubles) or small group.	BADMINTON
51	Standard 4 Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce risks	Standard 4.12.1 Utilize skills for communicating effectively with family, peers, and others to enhance health.	SWBAT describe strategies that can be used for communicating emotions in positive and healthy ways towards other individuals.	CC.0-10.SL.1a Come to discussions prepared having read and researched material under study.	SWBAT display respectful behavior throughout the classroom discussions and student responses.	The teacher will assess student knowledge of the concepts relating to managing emotions in healthy ways by providing the students questions throughout the classroom discussion time.	Students will identify many causes of stress and identify different events and conditions that can trigger a stress reaction.

52	Standard 1- The physically literate individual demonstrates competency in a variety of motor skills and movement patterns.	Demonstrates competency and/or refines activity-specific movement skills in 2 or more lifetime activities (outdoor pursuits, individual-performance activities, aquatics, net/wall games or target games).24 (S1.H1.L1)	Identify and appropriately apply the 4 keys of communicating in all physical/cooperation activities.	Operations: Use and describe a variety of strategies to perform basic operations of multi-digit numbers in multi-step problems.	Use physical activity as a positive opportunity for social and group interaction and development of leadership skills.	entrance slip	BADMINTON
53	Standard 7 Students will demonstrate the ability to practice health -enhancing behaviors and avoid or reduce risks.	Standard 7.12.3 Demonstrate a variety of behaviors to avoid or reduce health risks to self and others.	SWBAT describe strategies that can be used for communicating emotions in positive and healthy ways towards other individuals.	CC.9-10.W.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection and organization and analysis of content.	SWBAT demonstrates the ability to make informed judgement and explaining their decision or opinion appropriately throughout the class activities.	The teacher will assess student knowledge of the concepts relating to managing emotions in healthy ways by providing the students questions throughout the classroom discussion time.	<i>Stress will be introduced and practice various stress management techniques and list which techniques are most beneficial for them.</i>
54	Standard 4 - The physically literate individual exhibits responsible personal and social behavior that respects self and others.	Uses communication skills and strategies that promote team or group dynamics.50 (S4.H3.L1)	Distinguish between a forehand and a backhand grip .	Operations: Use estimation to predict reasonable answers. Explain when an estimate will be more or less than the exact answer.	Demonstrate willingness to attempt a variety of new physical activities.	Teacher wil assess student knowledge through a brief discussion.	TENNIS

55	Standard 7 Students will demonstrate the ability to practice health-enhancing behaviors and avoid or reduce risks..	Standard 7.12.1 Analyze the role of individual responsibility for enhancing health.	SWBAT demonstrate the ability to make informed judgement and explaining their decision or opioion appropriately throughout	CC.9-10.W.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection and organization and analysis of content.	Students will demonstrate informed judgement, or the ability to make a decision or form an opinion, a decision reached after consideration.	During the class discussion the teacher will provide questions to the students to assess their knowledge on the concepts discussed relating to risky behaviors and questions regarding enhancing health.	Students will practice discussing controversial topics and practice holding multiple perspectives to increase tolerance and individual differences.
56	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Uses strategies and tactics effectively during game play in net/wall and/or target games. (S2.H5.L1)	Demonstrate a Forehand and backhand stroke in practice.	Patterns: Describe, extend and analyze numeric, geometric and statistical patterns.	Value the skill competence that results from practice.	Teacher will assess the students ability to serve the birdie from the appropriate place on the court using the poroper technique.	TENNIS
57	Standard 2 Students will analyze the influence of family, peers, culture, media, technology, and other factors on health behaviors.	Standard 2.12.7 Analyze how the perceptions of norms influence healthy and unhealthy behaviors.	SWBAT demonstrate the ability to access valid information to enhance ones overall health.	CC.9-10.SL.1a Review concepts and information from various texts and incorporate it into their responses throughout the class activities.	SWBAT demonstrates the ability to make informed judgement and explaining their decision or opinion appropriately throughout the class activities.	Students will describe methods of handling stress. Students will compose a list of how they are influenced by family, peers, culture and the media and the effects of this intrapersonal stress on the individual.	<i>Finding the real you. Develop strategies for responding to stress in positive ways. Resilience worksheet</i>

58	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Describes the speed vs. accuracy trade-off in throwing and striking skills.28 (S2.H2.L2)	Demonstrate the ability to score a match and set.	Patterns: Describe, extend and analyze numeric, geometric and statistical patterns.	Realize that physical activity and challenges present opportunities for personal growth.	exit slip	TENNIS
59	Standard 4 Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce risks	Standard 4.12.4 Demonstrate how to ask for and offer assistance to enhance the health of self and others.	Students will interpret and analyze and then evaluate information from the text in order to extend understanding and gratitude in practicing healthy communication skills.	CC.9-10.W.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection and organization and analysis of content.	Students will demonstrate the ability to make a decision or form an opinion; a decision reached after consideration.	Students will identify, compare and contrast the communication skills used in the text on Transforming Stress for Teens. They will practice these skills with a partner of their choice.	<i>Coherent Communication Techniques..Step by step</i>
60	Standard 2 - The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Applies strategies and tactics when analyzing errors in game play in net/wall and/or target games. (S2.H5.L2)	Identify and appropriately apply the 4 keys of communicating in all physical/cooperation activities.	Operations: Use and describe a variety of strategies to perform basic operations of multi-digit numbers in multi-step problems.	Apply save practices, rules, procedures, etiquette, and good sportsmanship in all physical education settings.	Teacher will guide class discussion related to scoring matches and connected math standard.	TENNIS
61	Standard 7 Students will demonstrate the ability to practice health-enhancing behaviors and avoid or reduce risks.	Standard 7.12.1 Analyze the role of individual responsibility for enhancing health.	Students will interpret and analyze and then evaluate information from the text in order to extend understanding and gratitude in practicing healthy communication skills.	CC.9-10.W.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection and organization and analysis of content.	Responsibility; Students will take responsibility to work independently.	Students will identify situations in which it may be a challenge to practice health-enhancing behaviors. Ex. Dietary choices, lack of guidance from a parent,	<i>Students will define gratitude and discuss the connection of heart brain connection in creating a healthy life style.</i>

62	Standard 1- The physically literate individual demonstrates competency in a variety of motor skills and movement patterns.	Refines activity-specific movement skills in 1 or more lifetime activities (outdoor pursuits, individual-performance activities, aquatics, net/wall games, or target games).25 (S1.H1.L2)	Identify and appropriately apply the 4 keys of communicating in all physical/cooperation activities.	Operations: Use and describe a variety of strategies to perform basic operations of multi-digit numbers in multi-step problems.	Use physical activity as a positive opportunity for social and group interaction and development of leadership skills.	Formative assessment.	TENNIS
63	Standard 8 Students will demonstrate the ability to advocate for personal, family, and community health.	Standard 8.12.4 Adapt health messages and communication techniques to a specific target audience.	Students will interpret and analyze and then evaluate information from the text in order to extend understanding and gratitude in practicing healthy communication skills.	CC.9-10.W.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection and organization and analysis of content.	Responsibility; Students will take responsibility to work independently.	Students will uncover various needs in their families, and community that will increase safety and health in body and mind.	Students will review their toolbox of community resources and agencies and advocate for additional resources and available support in our schools, communities, and social organizations.
64	Standard 1- The physically literate individual demonstrates competency in a variety of motor skills and movement patterns.	Identifies the opportunity for social support in a self-selected physical activity or dance. (S5.H4.L1)	Identify and appropriately apply the 8 count step while remaining in their respective lines.	Students will identify varying patterns that occur throughout group dancing.	Students will display cooperation and respect while working with their peers to accomplish the dance routine in unison.	1. Name at least two forms of group dancing that can be found in the community? 2.	GROUP DANCING

65	Standard 2 Students will analyze the influence of family, peers, culture, media, technology, and other factors on health behaviors.	Standard 2.12.1 Analyze how family influences the health of individuals.	Students will demonstrate the ability to access and evaluate resources from home, schools and community that provide valid health information and services for themselves and others.	C1.4. Science-Identify 2 technological advances that improve human health.	SWBAT demonstrates the ability to make informed judgement and explaining their decision or opinion appropriately throughout the class activities.	Students will list 2 websites that provide information on how health behaviors are influenced by culture and the media.	Pre-assessment list of influences of adolescent behaviors. Students will analyze family food choices, beliefs on alcohol and overall family traditions and lifestyle choices.
66	Standard 1- The physically literate individual demonstrates competency in a variety of motor skills and movement patterns.	Identifies the opportunity for social support in a self-selected physical activity or dance. (S5.H4.L1)	Identify and appropriately apply either the 4 count step or 8 count step while working with their partner.	Students will explore the cultural background for the chosen partner dance.	Students will display respect and cooperation while working with their dance partner.	What are some challenges with partner dancing and how did your partner overcome those challenges? What tips would you give to someone who was going to engage in partner dancing for the first time?	PARTNER DANCING
67	Standard 2 Students will analyze the influence of family, peers, culture, media, technology, and other factors on health behaviors.	Standard 2.12.19 Analyze how public health policies and government regulations can influence health promotion and disease prevention.	Students will demonstrate the ability to access and evaluate resources from home, schools and community that provide valid health information and services for themselves and others.	C1.4. Science-Identify 2 technological advances that improve human health.	SWBAT demonstrates the ability to make informed judgement and explaining their decision or opinion appropriately throughout the class activities.	Students will list 2 websites that provide information on how health behaviors are influenced by culture and the media.	Alcohol and brain development. FAS, teenage brain and brain development in the life cycle

68	Standard 5- The physically literate individual recognizes the value of physical activity for health, enjoyment, challenge, self-expression and/or social interaction.	Identifies the opportunity for social support in a self-selected physical activity or dance. (S5.H4.L1)	Identify and appropriately apply the 8 count step while working with their peers.	Students will identify the time period for which the line dance originated.	Students will display cooperation and respect while working with their peers to accomplish the dance routine in unison.	1. How does line dancing vary from the previous dances learned in class? 2. So far, which dance do you prefer and why?	LINE DANCING
69	Standard 3 Students will demonstrate the ability to access valid information and products and services to enhance health.	Standard 3.12.1 Evaluate the validity of health information, products and services.	Students will recognize that vaping is dangerous and will provide students with research findings on harmful effects of vaping.	CC.9-10.W.1 Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.	Students will demonstrate informed judgement, or the ability to make a decision or form an opinion, a decision reached after consideration.	Caring: Students will show their appreciation for students they have been in class with during the school year.	<i>Vaping: Students will be informed on the new craze of vaping drugs (nicotine, alcohol, liquid marijuana.</i>
70	Standard 1- The physically literate individual demonstrates competency in a variety of motor skills and movement patterns.	Identifies the opportunity for social support in a self-selected physical activity or dance. (S5.H4.L1)	Demonstrate the use of the 8 count step by following the dance "Cupid Shuffle"	Students will explain how to calculate resting heart rate and maximum heart rate.	Students will display cooperation and respect while working with their peers to accomplish the dance routine in unison.	What is the difference between dance aerobics and partner dancing? Dance aerobics and line dancing? How do you calculate resting and max heart rate?	DANCE AEROBICS

71	Standard 5 Students will demonstrate the ability to use decision-making skills to enhance health.	Standard 5.12.1 Examine barriers that can hinder healthy decision making.	SWBAT demonstrate the ability to make informed judgement and explaining their decision or opinion appropriately throughout	CC.9-10.W.1 Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.	Students will demonstrate personal responsibility when analyzing external influences and recognizing positive and negative sources,	Students will review valid reasons for using a prescription drug and present informational findings to the class.	<i>Students will describe positive effects on those with valid need and prescription. Will know the potential negative effects on the body and brain if abused or misused.</i>
72	Standard 5- The physically literate individual recognizes the value of physical activity for health, enjoyment, challenge, self-expression and/or social interaction.	Identifies the opportunity for social support in a self-selected physical activity or dance. (S5.H4.L1)	Demonstrate the use of specific counts based on their creation of their dance by using proper terminology.	Student will successfully use critical thinking in order to effectively create a dance routine.	Students will understand the importance of cooperation and respect while working with their peers to accomplish the dance routine in unison.	Students will create a dance routine of their chose. They will have the opportunity to work individually, with a partner, or as a small group. See appendix for the grading rubric and requirements.	STUDENT CHOICE
73	Standard 5 Students will demonstrate the ability to use decision-making skills to enhance health.	Standard 5.12.2 Determine the value of applying a thoughtful decision-making process in health-related situations.	SWBAT demonstrate the ability to make informed judgement and explaining their decision or opinion appropriately throughout	CC.9-10.W.1 Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.	Students will demonstrate personal responsibility when analyzing external influences and recognizing positive and negative sources,	Students will point to various areas of the brain and identify its function. Students will then explain the impact of marijuana use in those areas of the brain that are effected by using the substance.	<i>Students will apply thoughtful impact of marijuana use on the teen brain and the consequences of using marijuana.</i>

74	Standard 1 The physically literate individual (PLI) demonstrates competency in a variety of motor skills and movement patterns	S1.H1.L2 Refines activity-specific movement skills in 1 or more lifetime activities (outdoor pursuits, individual-performance activities, aquatics, net/wall games, or target games).	Perform offensive and defensive strategies and tactics during game play.	Interpret, analyze, and evaluate text in order to extend understanding and appreciation.	Accept personal responsibility to create and maintain physically and emotionally safe and non-threatening environment for physical activity.	Exit Slip: Students will explain how they collaborated with teammates and how they used critical thinking in order to plan and execute team strategies.	Spikeball
75	Standard 1 Students will comprehend concepts related to health promotion and disease prevention to enhance health.	Standard 1.12.5 Propose ways to reduce or prevent injuries and health problems.	SWBAT will describe the intended medical uses and effects of prescription drugs such as opiod painkillers, depressants and stimulants.	CC.9-10.R.I.1 Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	Students will demonstrate the ability to make a decision or form an opinion; a decision reached after consideration.	Students will analyze personal susceptibility to injury, illness, or death if engaging in unhealthy behaviors.	<i>Describe the factors that doctors consider when writing prescriptions such as weight, age, history, etc. Read and understand prescription labels. Store and dispose of prescription drugs.</i>
76	Standard 2 The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	S2.H5.L1 Uses strategies and tactics effectively during game play in net/wall and/or target games.	Apply safe practices, rules, procedures, etiquette, and good sportsmanship in all physical activity settings, and take initiative to encourage others to do the same.	Use problem solving skills to communicate verbally and cooperate towards a common goal	Communicate to express needs, wants, and motivations with classmates during various physical activities	Teacher will observe: Application of skills, Application of strategy, Application of rules, Application of personal & social responses	Spikeball

77	Standard 8 Students will demonstrate the ability to advocate for personal, family, and community health.	Standard 8.12.2 Demonstrate how to influence and support others to make positive health choices.	SWBAT will use skills for communicating effectively with peers and others to enhance health.	A.1 Use oral language with clarity, voice and fluency to communicate message.	Students will take responsibility to work independently.	Students will assess personal health practices and overall health status. They will develop a health plan that addresses their strengths, needs and risks.	Students will use communication skills to advocate for their health and share their knowledge with members of their family and community ties.
78	Standard 4 The physically literate individual exhibits responsible personal and social behavior that respects self and others.	S4.H3. Working with others Uses communication skills and strategies that promote team or group dynamics	Demonstrate competency and/or refines activity-specific movement skills in 2 or more lifetime activities (outdoor pursuits, individual-performance activities, aquatics, net/wall games or target games)	Collaborate with others by critical thinking, communication skills and strategies that promote team or group dynamics	Take personal responsibility to identify and apply motor learning and development, sports psychology, sociobiology, biomechanics, and exercise physiology skills that are necessary for safe and successful performance in lifetime activities.	<ol style="list-style-type: none"> 1. How was Spikeball first invented? 2. Where and When was it created? 3. Why was communication so important during the activity? 4. How did you demonstrate body awareness for safe and successful performance in lifetime activities? 5. How did you demonstrate cooperation and collaboration during this activity? 	Spikeball
79	Standard 4 Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce risks	Standard 4.12.4 Demonstrate how to ask for and offer assistance to enhance the health of self and others.	SWBAT will use skills for communicating effectively with peers and others to enhance health.	A.1 Use oral language with clarity, voice and fluency to communicate message.	Students will demonstrate the ability to make a decision or form an opinion; a decision reached after consideration.	Students will list ten community and public health agencies located in Waterbury. They will learn the difference between a health care system and the specialists comprising that system.	<i>Knowledge of community and public health issues for our teens. Local Health Care Systems in Waterbury, ct.</i>

80	Standard 2- The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance.	Uses movement concepts and principles (e.g., force, motion, rotation) to analyze and improve performance of self and/or others in a selected skill.27S2.H	Demonstrate competency and/or refines activity-specific movement skills in 2 or more lifetime activities (outdoor pursuits, individual-performance activities, aquatics, net/wall games or target games)	Students will be able to select and use appropriate estimation and calculation methods to problem solve.	Communicate to express needs, wants, and motivations with classmates during various physical activities	Performance checklist Peer review	Spikeball
81	Standard 1 Students will comprehend concepts related to health promotion and disease prevention to enhance health.	Standard 1.12.4Analyze how genetics and family history can impact personal health.	SWBAT demonstrate the ability to make informed judgement and explaining their decision or opioion appropriately throughout	CC.9-10.R.I.1 Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawun from the text.	Students will take responsibility to work independently.	Students will discuss the parts of the brain that are affected with thinking and lowering of inhibitions and the effects on the mental and the physical health of the teen. Example:neocortex, basal ganglia, amygdala, hippocampus and hypothalamus.	Students will understand addiction and addiction in the brain.
82	Standard 2 The physically literate individual applies knowledge of concepts, principles, strategies and tactics related to	S2.H5.L1 Uses strategies and tactics effectively during game play in net/wall and/or target games.	Demonstrates competency in self-selected lifetime activity	Effectively uses movement concepts and principles to analyze and improve performance of self and others.	Demonstrate cooperation and fairness by appropriately participating with teammates during play	Unti Assessment	Spikeball

83	Standard 7 Students will demonstrate the ability to practice health -enhancing behaviors and avoid or reduce risks.	Standard 7.12.1 Analyze the role of individual responsibility for enhancing health.	SWBAT demonstrate the ability to access valid information to enhance ones overall health.	CC.9-10.W.1 Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.	Students will demonstrate self respect when using the decision making model.	Students will respond to questions presented by the teacher.	Students will write a few sentences on the role of the individual responsibility for enhancing their own health.
84	Standard 1 The physically literate individual (PLI) demonstrates competency in a variety of motor skills and movement patterns	S1.H1.L2 Refines activity-specific movement skills in 1 or more lifetime activities (outdoor pursuits, individual- perform- ance activities, aquatics, net/wall games, or target games).	Perform offensive and defensive strategies and tactics during game play.	Use problem solving skills to communicate verbally and cooperate towards a common goal	Integrity - Students will show reliability through working with a partner.	Peer review	Backyard games
85	Standard 1 Students will comprehend concepts related to health promotion and disease prevention to enhance health.	Standard 1.12.9 Analyze the potential severity of injury or illness if engaging in unhealthy behaviors.	SWBAT discuss the types of characteristics that are associated with good mental health.	CC.9-10.R.II Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, well-reasoned exchange of ideas.	Students will demonstrate informed judgement by making appropriate decisions that will improve their overall health and well-being.	The teacher will review the components of health with the class. When discussing each component students can identify how they can set a goal to improve one component of their health to avoid a serious emergency.	Students will list emergencies that can happen to people and family members and friends. What to do? How to handle?

86	Standard 4 The physically literate individual exhibits responsible personal and social behavior that respects self and others.	S4.H2.L1 Exhibits proper etiquette, respect for others and team-work while engaging in physical activity and/or social dance.	Demonstrate competency and/or refines activity-specific movement skills in 2 or more lifetime activities (outdoor pursuits, individual-performance activities, aquatics, net/wall games or target games)	Read and understand one page descriptions and rules of organized group games	Accept personal responsibility to create and maintain physically and emotionally safe and non-threatening environment for physical activity.	Name your favorite Backyard Game, explain why this it's your favorite, what PE skills you use while playing it; the CPFA component used in playing it; what's etiquette, etc. Target games include Lawn Darts, Corn Hole, and Frisbee Golf.	Backyard games
87	Standard 1 Students will comprehend concepts related to health promotion and disease prevention to enhance health.	Standard 1.12.9 Analyze the potential severity of injury or illness if engaging in unhealthy behaviors.	SWBAT demonstrate the ability to make informed judgement and explaining their decision or opinion appropriately throughout	CC.9-10.R.I.1 Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.	Students will take responsibility to work independently.	Students will watch the DVD Chasing the Dragon or the DVD Unguarded. Students will answer questions associated with the DVD.	Students will learn about the journey from prescription drug abuse to street drugs and understand the risks of heroin, fentanyl and carfentanyl.
88	Standard 5 The physically literate individual recognizes the value of physical activity for health, enjoyment, challenge, self-expression and/or social interaction.	S5.H4.L2 Evaluates the opportunity for social interaction and social support in a self-selected physical activity or dance.	Demonstrate competency and/or refines activity-specific movement skills in 2 or more lifetime activities (outdoor pursuits, individual-performance activities, aquatics, net/wall games or target games)	Communicate feelings that result from participating in physical activity	Identify the effects of individual differences such as age, gender, ethnicity, socioeconomic status and culture on preferences in physical activity.	Unit Assessment	Backyard games

89	Standard 3 Demonstrates the knowledge and skills to achieve a health-enhancing level of physical activity and fitness.	Evaluates--according to their benefits, social support network, and participation requirements--activities that can be pursued in the local environment S3.H4.L1.	Demonstrate competency and/or refines activity-specific movement skills in 2 or more lifetime activities (outdoor pursuits, individual-performance activities, aquatics, net/wall games or target games)	Interpret, analyze and evaluate text in order to extend understanding and appreciation	Take personal responsibility to identify and apply motor learning and development and health literacy skills necessary for healthy, safe and successful performance in lifetime activities	HPE 842 Recreational and Lifetime Wellness Skills Final Exam	Review for Final Exam
90	Standard 3 Demonstrates the knowledge and skills to achieve a health-enhancing level of physical activity and fitness.	Evaluates--according to their benefits, social support network, and participation requirements--activities that can be pursued in the local environment S3.H4.L1.	Demonstrate competency and/or refines activity-specific movement skills in 2 or more lifetime activities (outdoor pursuits, individual-performance activities, aquatics, net/wall games or target games)	Interpret, analyze and evaluate text in order to extend understanding and appreciation	Take personal responsibility to identify and apply motor learning and development and health literacy skills necessary for healthy, safe and successful performance in lifetime activities	HPE 842 Recreational and Lifetime Wellness Skills Final Exam	Administration of Final Exam

#8

HEALTH, CONDITIONING AND WELLNESS HPE 840 F/S

Week #1							
#	Standard(s)	Objective-Content	Objective- Inter.	Objective C/V	Suggested Learning Activities	Content / Assess	CFA?
1	12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.	12.1: Physical Fitness H.12.1. Assess and adjust activities to maintain or improve personal level of health-related fitness.	Identify, describe, create and generalize numerical and spatial patterns with tables, graphs, words and symbolic rules.	Facilitates development of student responsibility for health and fitness.	Individual Pre-Assessments for Flexibility, Abdominal Strength and Upper Body Strength I	3rd Gen. CPFA Instruments	CFA
2		Unit I - Personal Health:			Principles of Physiology and Training Theory in Relation to Weight Training, Body Shaping	Health	
3	12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.	12.3 Physical Fitness H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity.	Identify, describe, create and generalize numerical and spatial patterns with tables, graphs, words and symbolic rules.	Facilitates development of student responsibility for health and fitness.	Individual Cardio Pre Assessment	3rd Gen. CPFA Instruments	
4					Mind-Body-Spirit Connection	Health	CFA
5	11 - Participate regularly in physical activity The intent of this standard is the establishment of patterns of regular participation in meaningful physical activity. This standard connects what is done in the physical education class with the lives of students outside the classroom. Although participation within the physical education class is important, what the student does outside the physical education class is crucial to developing an active, healthy lifestyle that has the potential to help prevent a variety of problems among future generations of adults. Students make use of the skills and knowledge learned in physical education class as they engage in regular physical activity outside the physical education class. They demonstrate effective self-management skills that enable them to participate in physical activity on a regular basis.	11.1 - Engaging in Physical Activity - H.11.1 Regularly engage in moderate to vigorous physical activities of their choice on a regular basis.	Students will understand and apply the principle of kinetic energy to the learning and development of sport skills.	Accept personal responsibility to create and maintain physically and emotionally safe and non threatening environment for physical activity.	Fun Group and Adventure Games for Cardiovascular Endurance Training 1	Wellness	

Week #2							
6	<p>14 - Value physical activity for health, enjoyment, challenge, self-expression and/or social interaction The intent of this standard is development of an awareness of the intrinsic values and benefits of participation in physical activity that provides personal meaning. Physical activity provides opportunities for self-expression and social interaction and can be enjoyable, challenging and fun. These benefits develop self-confidence and promote a positive self-image, thereby enticing people to continue participation in activity throughout the life span.</p>	<p>14.5 Benefits of Physical Activity H.14.5. Persist in practicing activities to increase specific skill competence in areas of interest</p>	<p>Students interpret analyze and evaluate text in order to extend understanding and appreciation.</p>	<p>Recognize and evaluate the role of cooperation and positive interactions with others when participating in physical education.</p>	<p>Core Development for Strength & Flexibility, Body Shaping, Targeted Resistance/Weight Training 1</p>	<p><i>Conditioning</i></p>	
7					<p>Importance of Sleep and Regular Exercise to MBSC</p>	<p>Health</p>	
8	<p>11 - Participate regularly in physical activity The intent of this standard is the establishment of patterns of regular participation in meaningful physical activity. This standard connects what is done in the physical education class with the lives of students outside the classroom. Although participation within the physical education class is important, what the student does outside the physical education class is crucial to developing an active, healthy lifestyle that has the potential to help prevent a variety of problems among future generations of adults. Students make use of skills and knowledge learned in physical education class as they engage in regular physical activity outside the physical education class. They demonstrate effective self-management skills that enable them to participate in physical activity on a regular basis.</p>	<p>11.4 Engaging in Physical Activity H.11.4. Engage in a variety of appropriate physical activities with individualized goals, during the outside of school, that promote the development and improvement of physical fitness level.</p>	<p>Students will use standard English for composing, revising written text and/or oral response.</p>	<p>Accept personal responsibility to create and maintain physically and emotionally safe and non threatening environment for physical activity.</p>	<p>Cardio Training I</p>	<p><i>Conditioning</i></p>	
9					<p>Health Self Management Skills I</p>	<p>Health</p>	
10	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.3 Physical Fitness H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity.</p>	<p>Use data from samples to make inferences about a population and determine whether claims are reasonable or spurious.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Core Development for Strength & Flexibility, Body Shaping, Targeted Resistance/Weight Training 2</p>	<p><i>Conditioning</i></p>	

Week #3							
11	<p>9 - Demonstrate competency in motor skills and movement patterns needed to perform a variety of physical activities The intent of this standard is development of the physical skills needed to enjoy participation in physical activities. Mastering movement fundamentals establishes a foundation to facilitate continued motor skill acquisition and gives students the capacity for successful and advanced levels of performance to further the likelihood of participation on a daily basis.</p>	<p>9.3 Motor Skill Performance - H.9.5. Participate in a wide variety of activities, including dance, games, sports and lifetime physical activities</p>	<p>Understand the significance of friction to physical movement</p>	<p>Take personal responsibility to participate in challenging physical fitness activities using the principals of exercise to meet individual needs and interest.</p>	<p>Cardio Training 2</p>	<p><i>Conditioning</i></p>	
12					Health Self Management Skills II	Health	
13	<p>9 - Demonstrate competency in motor skills and movement patterns needed to perform a variety of physical activities The intent of this standard is development of the physical skills needed to enjoy participation in physical activities. Mastering movement fundamentals establishes a foundation to facilitate continued motor skill acquisition and gives students the capacity for successful and advanced levels of performance to further the likelihood of participation on a daily basis.</p>	<p>9.4 Motor Skill Performance - H.9.4. Develop advanced skills in selected physical activities</p>	<p>Students will use standard English for composing, revising written text and/or oral response.</p>	<p>Take personal responsibility to participate in challenging physical fitness activities using the principals of exercise to meet individual needs and interest.</p>	<p>Core Development for Strength & Flexibility, Body Shaping, Targeted Resistance/Weight Training 3</p>	<p><i>Conditioning</i></p>	
14					Accessing Health Information I	Health	
15	<p>14 - Value physical activity for health, enjoyment, challenge, self-expression and/or social interaction The intent of this standard is development of an awareness of the intrinsic values and benefits of participation in physical activity that provides personal meaning. Physical activity provides opportunities for self-expression and social interaction and can be enjoyable, challenging and fun. These benefits develop self-confidence and promote a positive self-image, thereby enticing people to continue participation in activity throughout the life span.</p>	<p>14.4 Benefits of Physical Activity H.14.4. Seek personally challenging experiences through physical activity as a means to personal growth</p>	<p>Select and use appropriate estimation and calculation methods to solve problems.</p>	<p>Recognize and evaluate the role of cooperation and positive interactions with others when participating in physical education.</p>	<p>Cardio Training 3</p>	<p><i>Conditioning</i></p>	

Week #4							
16	<p>13 - Exhibit responsible personal and social behavior that respects self and others in physical activity settings The intent of this standard is the achievement of self-initiated behaviors that promote personal and group success in activity settings. These include safe practices, adherence to rules and procedures, etiquette, cooperation and teamwork, ethical behavior and positive social interaction. Key to this standard is developing respect for individual similarities and differences through positive interaction among participants in physical activity. Similarities and differences include characteristics of culture, ethnicity, motor performance, disabilities, physical characteristics (e.g., strength, size, shape), gender, age, race and socioeconomic status.</p>	<p>13.3 Responsible Behavior - H13.3. Develop and demonstrate initiative in implementing strategies for including all persons, despite individual differences, in physical activity settings</p>	<p>Students interpret analyze and evaluate text in order to extend understanding and appreciation.</p>	<p>Identify the effects of individual differences such as age, gender, ethnicity, socioeconomic status and culture on preferences in physical activity.</p>	<p>Core Development for Strength & Flexibility, Body Shaping, Targeted Resistance/Weight Training 4</p>	<p><i>Conditioning</i></p>	
17					Accessing Health Information II	Health	
18	<p>14 - Value physical activity for health, enjoyment, challenge, self-expression and/or social interaction The intent of this standard is development of an awareness of the intrinsic values and benefits of participation in physical activity that provides personal meaning. Physical activity provides opportunities for self-expression and social interaction and can be enjoyable, challenging and fun. These benefits develop self-confidence and promote a positive self-image, thereby enticing people to continue participation in activity throughout the life span.</p>	<p>14.6 Benefits of Physical Activity H.14.6. Experiment with new physical activities as part of a personal improvement plan</p>	<p>Use data from samples to make inferences about a population and determine whether claims are reasonable or spurious.</p>	<p>Recognize and evaluate the role of cooperation and positive interactions with others when participating in physical education.</p>	<p>Core Development for Strength & Flexibility, Body Shaping, Targeted Resistance/Weight Training 5</p>	<p><i>Conditioning</i></p>	
19					Accessing Health Information III	Health	
20	<p>9 - Demonstrate competency in motor skills and movement patterns needed to perform a variety of physical activities The intent of this standard is development of the physical skills needed to enjoy participation in physical activities. Mastering movement fundamentals establishes a foundation to facilitate continued motor skill acquisition and gives students the capacity for successful and advanced levels of performance to further the likelihood of participation on a daily basis.</p>	<p>9.1 Motor Skill Performance H. (high).9.1. Maintain and further develop the fundamental movement skills in open environments</p>	<p>Use data from samples to make inferences about a population and determine whether claims are reasonable or spurious.</p>	<p>Take personal responsibility to participate in challenging physical fitness activities using the principals of exercise to meet individual needs and interest.</p>	<p>Fun Group and Adventure Games for Cardiovascular Endurance Training II</p>	<p>Wellness</p>	

Week #5							
21	14 - Value physical activity for health, enjoyment, challenge, self-expression and/or social interaction The intent of this standard is development of an awareness of the intrinsic values and benefits of participation in physical activity that provides personal meaning. Physical activity provides opportunities for self-expression and social interaction and can be enjoyable, challenging and fun. These benefits develop self-confidence and promote a positive self-image, thereby enticing people to continue participation in activity throughout the life span.	14.4 Benefits of Physical Activity H.14.4. Seek personally challenging experiences through physical activity as a means to personal growth	Select and use appropriate estimation and calculation methods to solve problems.	Recognize and evaluate the role of cooperation and positive interactions with others when participating in physical education.	Cardio Training 4	Conditioning	
22					Accessing Health Information IV	Health	
23	14 - Value physical activity for health, enjoyment, challenge, self-expression and/or social interaction The intent of this standard is development of an awareness of the intrinsic values and benefits of participation in physical activity that provides personal meaning. Physical activity provides opportunities for self-expression and social interaction and can be enjoyable, challenging and fun. These benefits develop self-confidence and promote a positive self-image, thereby enticing people to continue participation in activity throughout the life span.	14.4 Benefits of Physical Activity H.14.4. Seek personally challenging experiences through physical activity as a means to personal growth	Select and use appropriate estimation and calculation methods to solve problems.	Recognize and evaluate the role of cooperation and positive interactions with others when participating in physical education.	Core Development for Strength & Flexibility, Body Shaping, Targeted Resistance/Weight Training 6	Conditioning	
24		Unit II - Mental Health:			Leadership Skills	Health	
25	12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.	12.1: Physical Fitness H.12.1. Assess and adjust activities to maintain or improve personal level of health-related fitness.	Identify, describe, create and generalize numerical and spatial patterns with tables, graphs, words and symbolic rules.	Facilitates development of student responsibility for health and fitness.	Cardio Training 5	Conditioning	

Week #6							
26	<p>11 - Participate regularly in physical activity The intent of this standard is the establishment of patterns of regular participation in meaningful physical activity. This standard connects what is done in the physical education class with the lives of students outside the classroom. Although participation within the physical education class is important, what the student does outside the physical education class is crucial to developing an active, healthy lifestyle that has the potential to help prevent a variety of problems among future generations of adults. Students make use of the skills and knowledge learned in physical education class as they engage in regular physical activity outside the physical education class. They demonstrate effective self-management skills that enable them to participate in physical activity on a regular basis.</p>	<p>11.4 Engaging in Physical Activity H.11.4. Engage in a variety of appropriate physical activities with individualized goals, during the outside of school, that promote the development and improvement of physical fitness level.</p>	<p>Students will use standard English for composing, revising written text and/or oral response.</p>	<p>Accept personal responsibility to create and maintain physically and emotionally safe and non threatening environment for physical activity.</p>	<p>Core Development for Strength & Flexibility, Body Shaping, Targeted Resistance/Weight Training 7</p>	<p><i>Conditioning</i></p>	
27					Community Service Learning	Health	
28	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.1: Physical Fitness H.12.1. Assess and adjust activities to maintain or improve personal level of health-related fitness.</p>	<p>Identify, describe, create and generalize numerical and spatial patterns with tables, graphs, words and symbolic rules.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Cardio Training 6</p>	<p><i>Conditioning</i></p>	
29					Exploring Integrity, Appropriate Loyalty, Courage	Health	
30	<p>9 - Demonstrate competency in motor skills and movement patterns needed to perform a variety of physical activities The intent of this standard is development of the physical skills needed to enjoy participation in physical activities. Mastering movement fundamentals establishes a foundation to facilitate continued motor skill acquisition and gives students the capacity for successful and advanced levels of performance to further the likelihood of participation on a daily basis.</p>	<p>9.5 Motor Skill Performance H.9.5. Participate in a wide variety of activities, including dance, games, sports and lifetime physical activities</p>	<p>Use data from samples to make inferences about a population and determine whether claims are reasonable or spurious.</p>	<p>Take personal responsibility to participate in challenging physical fitness activities using the principals of exercise to meet individual needs and interest.</p>	<p>Fun Group and Adventure Games for Cardiovascular Endurance Training III</p>	<p>Wellness</p>	

Week #7							
31	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.2 Physical Fitness H.12.2. Use physiological data to adjust levels of exercise and nutrient intake to promote wellness</p>	<p>Identify, describe, create and generalize numerical and spatial patterns with tables, graphs, words and symbolic rules.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Speed and Agility Training I</p>	<p>Conditioning</p>	
32					Service Learning Experience I	Health	
33	<p>11 - Participate regularly in physical activity The intent of this standard is the establishment of patterns of regular participation in meaningful physical activity. This standard connects what is done in the physical education class with the lives of students outside the classroom. Although participation within the physical education class is important, what the student does outside the physical education class is crucial to developing an active, healthy lifestyle that has the potential to help prevent a variety of problems among future generations of adults. Students make use of the skills and knowledge learned in physical education class as they engage in regular physical activity outside the physical education class. They demonstrate effective self-management skills that enable them to participate in physical activity on a regular basis.</p>	<p>11.4 Engaging in Physical Activity H.11.4. Engage in a variety of appropriate physical activities with individualized goals, during the outside of school, that promote the development and improvement of physical fitness level.</p>	<p>Students will use standard English for composing, revising written text and/or oral response.</p>	<p>Accept personal responsibility to create and maintain physically and emotionally safe and non threatening environment for physical activity.</p>	<p>Core Development for Strength & Flexibility, Body Shaping, Targeted Resistance/Weight Training 8</p>	<p>Conditioning</p>	
34					Service Learning Experience II	Health	
35	<p>13 - Exhibit responsible personal and social behavior that respects self and others in physical activity settings The intent of this standard is the achievement of self-initiated behaviors that promote personal and group success in activity settings. These include safe practices, adherence to rules and procedures, etiquette, cooperation and teamwork, ethical behavior and positive social interaction. Key to this standard is developing respect for individual similarities and differences through positive interaction among participants in physical activity. Similarities and differences include characteristics of culture, ethnicity, motor performance, disabilities, physical characteristics (e.g., strength, size, shape), gender, age, race and socioeconomic status.</p>	<p>13.2 Responsible Behavior H.13.2. Demonstrate leadership and cooperation in order to accomplish the goals of different physical activities</p>	<p>Students will understand and apply the principle of kinetic energy to the learning and development of sport skills.</p>	<p>Identify the effects of individual differences such as age, gender, ethnicity, socioeconomic status and culture on preferences in physical activity.</p>	<p>Fun Group and Adventure Games for Cardiovascular Endurance Training III</p>	<p>Wellness</p>	

	Week #8						
36	<p>11 - Participate regularly in physical activity The intent of this standard is the establishment of patterns of regular participation in meaningful physical activity. This standard connects what is done in the physical education class with the lives of students outside the classroom. Although participation within the physical education class is important, what the student does outside the physical education class is crucial to developing an active, healthy lifestyle that has the potential to help prevent a variety of problems among future generations of adults. Students make use of the skills and knowledge learned in physical education class as they engage in regular physical activity outside the physical education class. They demonstrate effective self-management skills that enable them to participate in physical activity on a regular basis.</p>	<p>11.1 - Engaging in Physical Activity - H.11.1 Regularly engage in moderate to vigorous physical activities of their choice on a regular basis.</p>	<p>Select and use appropriate estimation and calculation methods to solve problems.</p>	<p>Accept personal responsibility to create and maintain physically and emotionally safe and non threatening environment for physical activity.</p>	<p>Core Development for Strength & Flexibility, Body Shaping, Targeted Resistance/Weight Training 9</p>	<p><i>Conditioning</i></p>	
37		Unit III - Substance Use/Abuse			Performance-Enhancing Medications	Health	
38	<p>11 - Participate regularly in physical activity The intent of this standard is the establishment of patterns of regular participation in meaningful physical activity. This standard connects what is done in the physical education class with the lives of students outside the classroom. Although participation within the physical education class is important, what the student does outside the physical education class is crucial to developing an active, healthy lifestyle that has the potential to help prevent a variety of problems among future generations of adults. Students make use of skills and knowledge learned in physical education class as they engage in regular physical activity outside the physical education class. They demonstrate effective self-management skills that enable them to participate in physical activity on a regular basis.</p>	<p>11.4 Engaging in Physical Activity H.11.4. Engage in a variety of appropriate physical activities with individualized goals, during the outside of school, that promote the development and improvement of physical fitness level.</p>	<p>Select and use appropriate estimation and calculation methods to solve problems.</p>	<p>Accept personal responsibility to create and maintain physically and emotionally safe and non threatening environment for physical activity.</p>	<p>Cardio Training 8</p>	<p><i>Conditioning</i></p>	
39					Moral Implications of Drug Abuse	Health	

40	<p>14 - Value physical activity for health, enjoyment, challenge, self-expression and/or social interaction The intent of this standard is development of an awareness of the intrinsic values and benefits of participation in physical activity that provides personal meaning. Physical activity provides opportunities for self-expression and social interaction and can be enjoyable, challenging and fun. These benefits develop self-confidence and promote a positive self-image, thereby enticing people to continue participation in activity throughout the life span.</p>	<p>14.1 Benefits of Physical Activity H.14.1. Make decisions and implement plans to participate in different physical activities based on interests and positive feelings of accomplishment in daily living</p>	<p>Use data from samples to make inferences about a population and determine whether claims are reasonable or spurious.</p>	<p>Recognize and evaluate the role of cooperation and positive interactions with others when participating in physical education.</p>	<p>Fun Group and Adventure Games for Cardiovascular Endurance Training IV</p>	<p>Wellness</p>	
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Week #9							
41	<p>11 - Participate regularly in physical activity The intent of this standard is the establishment of patterns of regular participation in meaningful physical activity. This standard connects what is done in the physical education class with the lives of students outside the classroom. Although participation within the physical education class is important, what the student does outside the physical education class is crucial to developing an active, healthy lifestyle that has the potential to help prevent a variety of problems among future generations of adults. Students make use of the skills and knowledge learned in physical education class as they engage in regular physical activity outside the physical education class. They demonstrate effective self-management skills that enable them to participate in physical activity on a regular basis.</p>	<p>11.1 - Engaging in Physical Activity - H.11.1 Regularly engage in moderate to vigorous physical activities of their choice on a regular basis.</p>	<p>Use data from samples to make inferences about a population and determine whether claims are reasonable or spurious.</p>	<p>Accept personal responsibility to create and maintain physically and emotionally safe and non threatening environment for physical activity.</p>	<p>Core Development for Strength & Flexibility, Body Shaping, Targeted Resistance/Weight Training 10</p>	<p><i>Conditioning</i></p>	
42					Legal Implications of Drug Abuse I	Health	
43	<p>11 - Participate regularly in physical activity The intent of this standard is the establishment of patterns of regular participation in meaningful physical activity. This standard connects what is done in the physical education class with the lives of students outside the classroom. Although participation within the physical education class is important, what the student does outside the physical education class is crucial to developing an active, healthy lifestyle that has the potential to help prevent a variety of problems among future generations of adults. Students make use of the skills and knowledge learned in physical education class as they engage in regular physical activity outside the physical education class. They demonstrate effective self-management skills that enable them to participate in physical activity on a regular basis.</p>	<p>11.1 - Engaging in Physical Activity - H.11.1 Regularly engage in moderate to vigorous physical activities of their choice on a regular basis.</p>	<p>Identify, describe, create and generalize numerical and spatial patterns with tables, graphs, words and symbolic rules.</p>	<p>Accept personal responsibility to create and maintain physically and emotionally safe and non threatening environment for physical activity.</p>	<p>Plyometric Training I</p>	<p><i>Conditioning</i></p>	
44					Legal Implications of Drug Abuse II	Health	
45	<p>14 - Value physical activity for health, enjoyment, challenge, self-expression and/or social interaction The intent of this standard is development of an awareness of the intrinsic values and benefits of participation in physical activity that provides personal meaning. Physical activity provides opportunities for self-expression and social interaction and can be enjoyable, challenging and fun. These benefits develop self-confidence and promote a positive self-image, thereby enticing people to continue participation in activity throughout the life span.</p>	<p>14.3 Benefits of Physical Activity H.14.3. Use physical activity as a positive opportunity for social and group interaction and development of lifelong skills and relationships</p>	<p>Students interpret analyze and evaluate text in order to extend understanding and appreciation.</p>	<p>Recognize and evaluate the role of cooperation and positive interactions with others when participating in physical education.</p>	<p>Fun Group and Adventure Games for Cardiovascular Endurance Training V</p>	<p><i>Wellness</i></p>	

Marking Period Break							
Week #10							
46					Weekend Social Alternatives I	Health	
47	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.1: Physical Fitness H.12.1. Assess and adjust activities to maintain or improve personal level of health-related fitness.</p>	<p>Identify, describe, create and generalize numerical and spatial patterns with tables, graphs, words and symbolic rules.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Cardio Training 9 - Cardio Kickboxing I</p>	<p>Conditioning</p>	
48					Weekend Social Alternatives II	Health	
49	<p>11 - Participate regularly in physical activity The intent of this standard is the establishment of patterns of regular participation in meaningful physical activity. This standard connects what is done in the physical education class with the lives of students outside the classroom. Although participation within the physical education class is important, what the student does outside the physical education class is crucial to developing an active, healthy lifestyle that has the potential to help prevent a variety of problems among future generations of adults. Students make use of the skills and knowledge learned in physical education class as they engage in regular physical activity outside the physical education class. They demonstrate effective self-management skills that enable them to participate in physical activity on a regular basis.</p>	<p>11.1 - Engaging in Physical Activity - H.11.1 Regularly engage in moderate to vigorous physical activities of their choice on a regular basis.</p>	<p>Identify, describe, create and generalize numerical and spatial patterns with tables, graphs, words and symbolic rules.</p>	<p>Accept personal responsibility to create and maintain physically and emotionally safe and non threatening environment for physical activity.</p>	<p>Fun Group and Adventure Games for Cardiovascular Endurance Training VI</p>	<p>Wellness</p>	
50		Unit IV - Nutrition:			Dieting vs. Balance Nutrition & Exercise I	Health	

	Week #11						
51					Dieting vs. Balance Nutrition & Exercise II	Health	
52	<p>11 - Participate regularly in physical activity The intent of this standard is the establishment of patterns of regular participation in meaningful physical activity. This standard connects what is done in the physical education class with the lives of students outside the classroom. Although participation within the physical education class is important, what the student does outside the physical education class is crucial to developing an active, healthy lifestyle that has the potential to help prevent a variety of problems among future generations of adults. Students make use of fat skills and knowledge learned in physical education class as they engage in regular physical activity outside the physical education class. They demonstrate effective self-management skills that enable them to participate in physical activity on a regular basis.</p>	<p>11.4 Engaging in Physical Activity H.11.4. Engage in a variety of appropriate physical activities with individualized goals, during the outside of school, that promote the development and improvement of physical fitness level.</p>	<p>Students interpret, analyze, and evaluate text in order to extend understanding and appreciation.</p>	<p>Accept personal responsibility to create and maintain physically and emotionally safe and non-threatening environments for physical activity.</p>	<p>Core Development for Strength & Flexibility, Body Shaping, Targeted Resistance/Weight Training 11</p>	<p>Conditioning</p>	
53					Dieting vs. Balance Nutrition & Exercise III	Health	
54	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills, and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needed for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength, and endurance, flexibility, and body composition.</p>	<p>12.1: Physical Fitness H.12.1. Assess and adjust activities to maintain or improve personal level of health-related fitness.</p>	<p>Students will use standard English for composing, revising written text and/or oral response.</p>	<p>Take personal responsibility to identify and apply motor learning and development, sports psychology, sociobiology, biomechanics, and exercise physiology skills that are necessary for safe and successful performance in lifetime activities.</p>	<p>Cardio Training 10 - Dance Aerobics I</p>	<p>Conditioning</p>	
55					Calculating and Tracking BMI and	Health	CFA

56	<p>11 - Participate regularly in physical activity The intent of this standard is the establishment of patterns of regular participation in meaningful physical activity. This standard connects what is done in the physical education class with the lives of students outside the classroom. Although participation within the physical education class is important, what the student does outside the physical education class is crucial to developing an active, healthy lifestyle that has the potential to help prevent a variety of problems among future generations of adults. Students make use of skills and knowledge learned in physical education class as they engage in regular physical activity outside the physical education class. They demonstrate effective self-management skills that enable them to participate in physical activity on a regular basis.</p>	<p>11.4 Engaging in Physical Activity H.11.4. Engage in a variety of appropriate physical activities with individualized goals, during the outside of school, that promote the development and improvement of physical fitness level.</p>	<p>Use data from samples to make inferences about a population and determine whether claims are reasonable or spurious.</p>	<p>Accept personal responsibility to create and maintain physically and emotionally safe and non-threatening environment for physical activity.</p>	<p>Plyometric Training II</p>	<p><i>Conditioning</i></p>	
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	Week #12						
57					Comprehensive Weight Management Strategies I	Health	
58	<p>10 - Demonstrate understanding of movement concepts, principles, strategies and tactics as they apply to the learning and performance of physical activities The intent of this standard is facilitation of learners' ability to use cognitive information to understand and enhance motor skill acquisition and performance. It enhances the ability to use the mind to control or direct one's performance. This includes the application of concepts from disciplines such as motor learning and development, sport psychology and sociobiology and biomechanics and exercise physiology.</p>	<p>10.2 - Applying Concepts and Strategies H.10.2. Use self, peer, teacher and technological resources as tools to implement performance improvements in self and others</p>	<p>Understand the significance of friction to physical movement</p>	<p>Take personal responsibility to identify and apply motor learning and development, sports psychology, sociobiology, biomechanics and exercise physiology skills that are necessary for safe and successful performance in lifetime activities.</p>	<p>Peer Assessments for Upper Body Strength, Flexibility, and Abdominal Strength 1</p>	<p>3rd Gen. CPFA Instruments</p>	
59					Comprehensive Weight Management Strategies II	Health	
60	<p>10 - Demonstrate understanding of movement concepts, principles, strategies and tactics as they apply to the learning and performance of physical activities The intent of this standard is facilitation of learners' ability to use cognitive information to understand and enhance motor skill acquisition and performance. It enhances the ability to use the mind to control or direct one's performance. This includes the application of concepts from disciplines such as motor learning and development, sport psychology and sociobiology and biomechanics and exercise physiology.</p>	<p>10.2 - Applying Concepts and Strategies H.10.2. Use self, peer, teacher and technological resources as tools to implement performance improvements in self and others</p>	<p>Students will use standard English for composing, revising written text and/or oral response.</p>	<p>Take personal responsibility to identify and apply motor learning and development, sports psychology, sociobiology, biomechanics and exercise physiology skills that are necessary for safe and successful performance in lifetime activities.</p>	<p>Peer Assessments for Upper Body Strength, Flexibility, and Abdominal Strength 2</p>	<p>3rd Gen. CPFA Instruments</p>	CFA
61					Comprehensive Weight Management Strategies III	Health	

Week #13							
62		Unit V - Safety:			Principles of 1st Aid, CPR & AED Management	Health	
63	<p>10 - Demonstrate understanding of movement concepts, principles, strategies and tactics as they apply to the learning and performance of physical activities</p> <p>The intent of this standard is facilitation of learners' ability to use cognitive information to understand and enhance motor skill acquisition and performance. It enhances the ability to use the mind to control or direct one's performance. This includes the application of concepts from disciplines such as motor learning and development, sport psychology and sociobiology and biomechanics and exercise physiology.</p>	<p>10.2 - Applying Concepts and Strategies H.10.2. Use self, peer, teacher and technological resources as tools to implement performance improvements in self and others</p>	<p>Select and use appropriate estimation and calculation methods to solve problems.</p>	<p>Take personal responsibility to identify and apply motor learning and development, sports psychology, sociobiology, biomechanics and exercise physiology skills that are necessary for safe and successful performance in lifetime activities.</p>	<p>Peer Assessments for Cardio I</p>	<p>3rd Gen. CPFA Instruments</p>	<p>CFA</p>
64					Auto Safety	Health	
65	<p>10 - Demonstrate understanding of movement concepts, principles, strategies and tactics as they apply to the learning and performance of physical activities</p> <p>The intent of this standard is facilitation of learners' ability to use cognitive information to understand and enhance motor skill acquisition and performance. It enhances the ability to use the mind to control or direct one's performance. This includes the application of concepts from disciplines such as motor learning and development, sport psychology and sociobiology and biomechanics and exercise physiology.</p>	<p>10.2 - Applying Concepts and Strategies H.10.2. Use self, peer, teacher and technological resources as tools to implement performance improvements in self and others</p>	<p>Students interpret analyze and evaluate text in order to extend understanding and appreciation.</p>	<p>Take personal responsibility to identify and apply motor learning and development, sports psychology, sociobiology, biomechanics and exercise physiology skills that are necessary for safe and successful performance in lifetime activities.</p>	<p>Peer Assessments for Cardio II</p>	<p>3rd Gen. CPFA Instruments</p>	<p>CFA</p>
66					Roadside 1st Aid Care for Auto Accidents	Health	

	Week #14						
67		Unit VI - Human Growth, Dev. and Family Life			Physiology of Human Reproduction I	Health	
68	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.2/12.3 Physical Fitness H.12.2. Use physiological data to adjust levels of exercise and nutrient intake to promote wellness; H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity</p>	<p>Use data from samples to make inferences about a population and determine whether claims are reasonable or spurious.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Individual Post- Assessments for Abdominal Strength</p>	<p>3rd Gen. CPFA Instruments</p>	<p>CFA</p>
69					Physiology of Human Reproduction II	Health	
70	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.2/12.3 Physical Fitness H.12.2. Use physiological data to adjust levels of exercise and nutrient intake to promote wellness; H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity</p>	<p>Select and use appropriate estimation and calculation methods to solve problems.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Individual Post- Assessments for Upper Body Strength</p>	<p>3rd Gen. CPFA Instruments</p>	<p>CFA</p>
71					Dating, Relational Abuses, Teenage Pregnancy Abstinence and Refusal Skills I	Health	

Week #15							
72					Dating, Relational Abuses, Teenage Pregnancy Abstinence and Refusal Skills II	Health	
73	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle.</p> <p>Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.2/12.3 Physical Fitness H.12.2. Use physiological data to adjust levels of exercise and nutrient intake to promote wellness; H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity</p>	<p>Students will use standard English for composing, revising written text and/or oral response.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Individual Post- Assessments for Flexibility</p>	<p>3rd Gen. CPFA Instruments</p>	<p>CFA</p>
74					Peer Culture, Media Influences, Internet Cyber-Safety Abstinence and Refusal Skills	Health	
75	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle.</p> <p>Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.2/12.3 Physical Fitness H.12.2. Use physiological data to adjust levels of exercise and nutrient intake to promote wellness; H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity</p>	<p>Identify, describe, create and generalize numerical and spatial patterns with tables, graphs, words and symbolic rules.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Individual Cardio Post-Assessment I</p>	<p>3rd Gen. CPFA Instruments</p>	<p>CFA</p>
76					Sexually Transmitted Diseases I	Health	

	Week #16						
77						Sexually Transmitted Diseases II	Health
78	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.2/12.3 Physical Fitness H.12.2. Use physiological data to adjust levels of exercise and nutrient intake to promote wellness; H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity</p>	<p>Identify, describe, create and generalize numerical and spatial patterns with tables, graphs, words and symbolic rules.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Individual Cardio Post-Assessments Completion</p>	<p>3rd Gen. CPFA Instruments</p>	<p>CFA</p>
79		Health Project Development				Where to Find Information on Issues Involving Personal/Mental/Reproductive Health I	Health
80	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.2/12.3 Physical Fitness H.12.2. Use physiological data to adjust levels of exercise and nutrient intake to promote wellness; H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity</p>	<p>Students will understand and apply the principle of kinetic energy to the learning and development of sport skills.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Post-Assessment Completion, Maintenance Program Planning & Benefits of Lifetime Fitness I</p>	<p>3rd Gen. CPFA Instruments</p>	
81						Where to Find Information on Issues Involving Personal/Mental/Reproductive Health II	Health

	Week #17						
82					Where to Find Information on Issues Involving Personal/Mental/Reproductive Health III	Health	
83	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.2/12.3 Physical Fitness H.12.2. Use physiological data to adjust levels of exercise and nutrient intake to promote wellness; H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity</p>	<p>Select and use appropriate estimation and calculation methods to solve problems.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Post-Assessment Completion, Maintenance Program Planning & Benefits of Lifetime Fitness II</p>	<p>3rd Gen. CPFA Instruments</p>	<p>CFA</p>
84					Where to Find Information on Issues Involving Personal/Mental/Reproductive Health IV	Health	
85	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle. Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.2/12.3 Physical Fitness H.12.2. Use physiological data to adjust levels of exercise and nutrient intake to promote wellness; H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity</p>	<p>Select and use appropriate estimation and calculation methods to solve problems.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Post-Assessment Completion, Maintenance Program Planning & Benefits of Lifetime Fitness III</p>	<p>3rd Gen. CPFA Instruments</p>	
86					Where to Find Information on Issues Involving Personal/Mental/Reproductive Health V	Health	

Week #18							
87	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle.</p> <p>Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.3 Physical Fitness H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity</p>	<p>Use data from samples to make inferences about a population and determine whether claims are reasonable or spurious.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Individual Fitness Plans - Self-Assessment I</p>	<p>Wellness</p>	
88	<p>12 - Achieve and maintain a health-enhancing level of physical fitness The intent of this standard is the development of students' knowledge, skills and willingness to accept responsibility for personal fitness, leading to an active, healthy lifestyle.</p> <p>Students develop higher levels of basic fitness and physical competence as needs for many work situations and active leisure participation. Health-related fitness components include cardiorespiratory endurance, muscular strength and endurance, flexibility and body composition.</p>	<p>12.3 Physical Fitness H.12.3. Use the results of fitness assessments to guide changes in her or his personal programs of physical activity</p>	<p>Identify, describe, create and generalize numerical and spatial patterns with tables, graphs, words and symbolic rules.</p>	<p>Facilitates development of student responsibility for health and fitness.</p>	<p>Individual Fitness Plans - Self-Assessment Revisions II & "Bank On Fitness" Physical Fitness Circuit VIII</p>	<p>Wellness</p>	
89					<p>Final Examination</p>	<p>AE</p>	<p>CFA</p>
90					<p>(Total Exam/Make-Up Date 11 - one group and Adjunctive Content for Completion - Extension 1/2/2020)</p>	<p>Wellness</p>	<p>CFA</p>
					<p>(Final Exam/Make-Up Date 12 - one group and Adjunctive Content for Completion - Extension 1/2/2020)</p>	<p>Wellness</p>	<p>CFA</p>

Waterbury Public Schools

EDUCATIONAL SPECIFICATION

For

Washington Elementary School

Code Update-Elevator Addition

1. PROJECT RATIONALE

The installation of a handicapped accessible elevator addition at the Washington Elementary School will allow the City of Waterbury to provide a safe and appropriate learning environment accessible to all members of the student body and staff. It is necessary for the City of Waterbury to install an elevator at the Washington Elementary School as the City of Waterbury plans to continue to utilize the Washington Elementary School, as an elementary school, for the next twenty years.

2. LONG-RANGE PLAN

The long-range plan for the school buildings in Waterbury calls for full code compliance at all school buildings. While Washington Elementary School is not designated as an accessible elementary school, a code update will be completed. This will allow Waterbury to move toward compliance at all facilities in accordance with the long-range plan.

Waterbury plans to continue to utilize Washington Elementary School in its current capacity, and with appropriate maintenance, as an elementary school for the next twenty years.

The long range plan for the Washington Elementary School in Waterbury calls for the installation of an elevator. The existing school was constructed in 1914. The original design did not incorporate any handicapped accessible features. While some handicapped modifications, which comply with the American with Disabilities Act (ADA), have been put in place, the major impediment to a fully handicapped accessible school facility is the lack of a handicapped accessible elevator.

3. THE PROJECT

The City of Waterbury proposes the following components for the elevator project. This project will address violations of the ADA Code. The areas adjacent to the elevator will be affected by minor construction. Details of the project are presented below.

THE PROJECT – Entire Facility

There are several aspects of the code update which will impact the facility. This work will include the following:

- 1) Survey the existing facility and determine an appropriate and cost effective location for an addition containing a four stop, handicapped accessible elevator complying with the Americans with Disabilities Act (ADA). The elevator addition is anticipated to increase the existing building footprint.
- 2) Inspect for hazardous containing materials in the area of the addition by an environmental consultant.
- 3) Abatement of hazardous containing materials, if required.
- 4) Identify existing building components including mechanical and electrical systems to be demolished in the area of the elevator addition.
- 5) Identify mechanical and electrical services and systems which will be required for the elevator addition.
- 6) Determine where electrical and mechanical services/systems are required to support the new elevator are located, Identify requirements for extending those services/systems to the location of the new elevator.
- 7) Perform necessary work to install an elevator.
- 8) Any finishes will be of a type similar to that of the existing building.

THE PROJECT – Select Areas

The Code Update-Elevator which will impact only select areas of the existing facility. This work will include the following:

Current space:	TBD
Construction:	After the best location for the elevator is found construct the necessary elements to install the elevator.
Final space:	Four stop elevator.
FF&E:	Not applicable.

4. BUILDING SYSTEMS

Security:	As required at any new entry vestibules required as part of the project.
Public Address:	Not applicable.
Technology:	Not applicable.
Phone System:	Not applicable.
Clocks:	Not applicable.

5. INTERIOR BUILDING ENVIRONMENT

Acoustics:	<p>Ceilings: Ceilings in the construction area will be replaced to accommodate elevator installation and for fire code reasons if necessary.</p> <p>Walls: Interior walls will be patched and repaired as necessary only where construction related to interior accessible route directly impacts existing structure.</p>
Lighting:	Lights in the modified areas for the elevator may need to be reconfigured.
HVAC:	Heating, ventilation, and air conditioning modifications may be required to accommodate the elevator.

Plumbing: Reconfiguration of fire protection sprinklers may be required to accommodate the installation of the new elevator.

Windows/Doors: Removal of existing windows may be required to accommodate the installation of the new elevator.

6. SITE DEVELOPMENT

Site Acquisition: Not applicable.

Parking: Not applicable.

Drives: Not applicable.

Walkways: As required to provide ADA access to new elevator location.

Outdoor Athletic Facilities: Not applicable.

Landscaping: Not applicable.

Site Improvements: Not applicable.

7. CONSTRUCTION BONUS REQUESTS

Washington Elementary School does not house any of the special programs eligible for a school construction bonus.

School Readiness: C.G.S. 10-285a(e)--Not applicable.

Lighthouse Schools: C.G.S. 10-285a(f)--Not applicable.

CHOICE: C.G.S. 10-285a(g), as amended--Not applicable.

Full-day Kindergarten: C.G.S. 10-285a(h)--Not applicable.

Reduced Class Size: C.G.S. 10-285a(h)--Not applicable.

Regional Vo-Ag Center: C.G.S. 10-65--Not applicable.

Interdistrict Magnet School: C.G.S. 10-264h--Not applicable.

Interdistrict Cooperative School: C.G.S. 10-158a--Not applicable.

Regional Special Education Center: C.G.S. 10-76e--Not applicable.

8. COMMUNITY USES

Washington Elementary School will be designed to facilitate activities during the school hours, before and after school hours, and throughout the calendar year.

- PTO will use the media center and conference rooms for meetings before and after school; as well as, they have an office and storage space within the building.
- The Recreation Department will use the gymnasium for evening activities when it is not being used by the students.
- Summer Enrichment Programs are held at the school.
- Neighborhood and City-wide Community Meetings will take place in the evenings.

Waterbury Public Schools

EDUCATIONAL SPECIFICATION

For

Bunker Hill Elementary School

Code Update-Elevator Addition

1. PROJECT RATIONALE

The installation of a handicapped accessible elevator addition at the Bunker Hill Elementary School will allow the City of Waterbury to provide a safe and appropriate learning environment accessible to all members of the student body and staff. It is necessary for the City of Waterbury to install an elevator at the Bunker Hill Elementary School as the City of Waterbury plans to continue to utilize the Bunker Hill Elementary School, as an elementary school, for the next twenty years.

2. LONG-RANGE PLAN

The long-range plan for the school buildings in Waterbury calls for full code compliance at all school buildings. While Bunker Hill Elementary School is not designated as an accessible elementary school, a code update will be completed. This will allow Waterbury to move toward compliance at all facilities in accordance with the long-range plan.

Waterbury plans to continue to utilize Bunker Hill Elementary School in its current capacity, and with appropriate maintenance, as an elementary school for the next twenty years.

The long range plan for the Bunker Hill Elementary School in Waterbury calls for the installation of an elevator. The existing school was constructed in 1905. The original design did not incorporate any handicapped accessible features. While some handicapped modifications, which comply with the American with Disabilities Act (ADA), have been put in place, the major impediment to a fully handicapped accessible school facility is the lack of a handicapped accessible elevator.

3. THE PROJECT

The City of Waterbury proposes the following components for the elevator project. This project will address violations of the ADA Code. The areas adjacent to the elevator will be affected by minor construction. Details of the project are presented below.

THE PROJECT – Entire Facility

There are several aspects of the code update which will impact the facility. This work will include the following:

- 1) Survey the existing facility and determine an appropriate and cost effective location for an addition containing a five stop, handicapped accessible elevator complying with the Americans with Disabilities Act (ADA). The elevator addition is anticipated to increase the existing building footprint.
- 2) Inspect for hazardous containing materials in the area of the addition by an environmental consultant.
- 3) Abatement of hazardous containing materials, if required.
- 4) Identify existing building components including mechanical and electrical systems to be demolished in the area of the elevator addition.
- 5) Identify mechanical and electrical services and systems which will be required for the elevator addition.
- 6) Determine where electrical and mechanical services/systems are required to support the new elevator are located, Identify requirements for extending those services/systems to the location of the new elevator.
- 7) Perform necessary work to install an elevator.
- 8) Any finishes will be of a type similar to that of the existing building.

THE PROJECT – Select Areas

The Code Update-Elevator which will impact only select areas of the existing facility. This work will include the following:

Current space:	TBD
Construction:	After the best location for the elevator is found construct the necessary elements to install the elevator.
Final space:	Five stop elevator.
FF&E:	Not applicable.

4. BUILDING SYSTEMS

Security:	As required at any new entry vestibules required as part of the project.
Public Address:	Not applicable.
Technology:	Not applicable.
Phone System:	Not applicable.
Clocks:	Not applicable.

5. INTERIOR BUILDING ENVIRONMENT

Acoustics:	<p>Ceilings: Ceilings in the construction area will be replaced to accommodate elevator installation and for fire code reasons if necessary.</p> <p>Walls: Interior walls will be patched and repaired as necessary only where construction related to interior accessible route directly impacts existing structure.</p>
Lighting:	Lights in the modified areas for the elevator may need to be reconfigured.
HVAC:	Heating, ventilation, and air conditioning modifications may be required to accommodate the elevator.

Plumbing:	Reconfiguration of fire protection sprinklers may be required to accommodate the installation of the new elevator.
Windows/Doors:	Removal of existing windows may be required to accommodate the installation of the new elevator.

6. SITE DEVELOPMENT

Site Acquisition:	Not applicable.
Parking:	Not applicable.
Drives:	Not applicable.
Walkways:	As required to provide ADA access to new elevator location.
Outdoor Athletic Facilities:	Not applicable.
Landscaping:	Not applicable.
Site Improvements:	Not applicable.

7. CONSTRUCTION BONUS REQUESTS

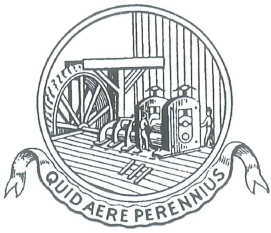
Bunker Hill Elementary School does not house any of the special programs eligible for a school construction bonus.

School Readiness:	C.G.S. 10-285a(e)--Not applicable.
Lighthouse Schools:	C.G.S. 10-285a(f)--Not applicable.
CHOICE:	C.G.S. 10-285a(g), as amended--Not applicable.
Full-day Kindergarten:	C.G.S. 10-285a(h)--Not applicable.
Reduced Class Size:	C.G.S. 10-285a(h)--Not applicable.
Regional Vo-Ag Center:	C.G.S. 10-65--Not applicable.
Interdistrict Magnet School:	C.G.S. 10-264h--Not applicable.
Interdistrict Cooperative School:	C.G.S. 10-158a--Not applicable.
Regional Special Education Center:	C.G.S. 10-76e--Not applicable.

8. COMMUNITY USES

Bunker Hill Elementary School will be designed to facilitate activities during the school hours, before and after school hours, and throughout the calendar year.

- PTO will use the media center and conference rooms for meetings before and after school; as well as, they have an office and storage space within the building.
- The Recreation Department will use the gymnasium for evening activities when it is not being used by the students.
- Summer Enrichment Programs are held at the school.
- Neighborhood and City-wide Community Meetings will take place in the evenings.



Waterbury Public Schools

#14

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

William F. Clark, Esq.
Chief Operating Officer

MEMORANDUM

TO: Honorable Mayor Neil M. O'Leary
Honorable Board of Aldermen Members

FROM: William F. Clark, Chief Operating Officer *WFC/mc*

DATE: July 10, 2019

SUBJECT: Contract with J.A. Rosa Construction, LLC for Elevator Additions
at Chase, Hopeville, Kingsbury and Sprague Elementary Schools

The Education Department would like to contract with J.A. Rosa Construction, LLC for Elevator Additions at Chase, Hopeville, Kingsbury and Sprague Elementary Schools. J.A. Rosa Construction, LLC was the sole bidder who responded to Invitation to Bid #6351 (Purchasing Department confirmation attached).

The total contract amount is \$3,325,430.85 for the four elevator additions. The amounts for each school are as follows:

- Chase Elementary School - \$739,412 Base and \$36,970.60 Contingency
- Hopeville Elementary School - \$785,427 Base and \$39,271.35 Contingency
- Kingsbury Elementary School - \$918,741 Base and \$45,937.05 Contingency
- Sprague Elementary School - \$723,497 Base and \$36,174.85 Contingency

The contractor is required to substantially complete the jobs in 180 days and completion is required in 200 calendar days. The vendor has done satisfactory work for the Education and Public Works Departments in the past. The vendor's Disclosure and Tax Clearance are attached also.

The Education Department requests your review and approval. Thank you for your consideration.

WFC/mc

Attachments (3)

cc: Linda Wihbey, Corporation Counsel
File

Margaret Cherubini

Subject: FW: JA ROSA submission ITB#6351

From: Kevin McCaffery [<mailto:kmccaffery@waterburyct.org>]
Sent: Wednesday, July 03, 2019 8:53 AM
To: Margaret Cherubini
Subject: RE: JA ROSA submission ITB#6351

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.

JA Rosa was the sole bidder

Kevin McCaffery
Director of Purchasing -City of Waterbury
Phone 203-574-6747
Fax 203-597-3437
Email kmccaffery@waterburyct.org

From: Margaret Cherubini [<mailto:mcherubini@waterbury.k12.ct.us>]
Sent: Wednesday, July 03, 2019 1:24 AM
To: Kevin McCaffery <kmccaffery@waterburyct.org>
Subject: RE: JA ROSA submission ITB#6351

Hi Kevin,

Do you have the number of bidders and the bid tab sheet?

*Margaret Cherubini
Waterbury Public Schools
Chase Building
236 Grand Street, 1st Floor
Waterbury, CT 06702
(203) 574-8043 Phone
(203) 574-8010 Fax
mcherubini@waterbury.k12.ct.us*

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

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

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

State of Connecticut

SS.: Wolcott

County of New Haven

John A Rosa, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Managing Member of J.A. Rosa Construction, LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

CITY OF WATERBURY

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 John A Rosa	Managing Member	J.A. Rosa Construction, LLC	Service	11/30/64
2				
3				
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 John A Rosa	Managing Member	J.A. Rosa Construction, LLC	Service	11/30/64
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 J.A. Rosa Construction, LLC	17 Town Line Rd, Wolcott, CT 06716	SOLE MANAGING MEMBER
2 Rosa Development Group, LLC	SAME	SOLE MANAGING MEMBER
3 ROSA REALTY ENTERPRISES, LLC	SAME	" "
4		

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

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	n/a			
2				
3				
4				

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

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	n/a				
2					
3					
4					

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
n/a			
1	NORTHEAST MASSACHUSETTS AND RESERVATION CO.	WOLCOTT	WOLCOTT
2			
3			
4			

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

For Partnership/Sole Proprietor

February 1, 2018

CITY OF WATERBURY

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

In presence of:

Witness

n/A
Name/of Partnership/Business

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 201__.

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

John A Rosa

Name of Corporate Signatory

17 Town line Rd, Wolcott, CT 06716

Address of Business

Affix
Corporate
Seal

By: [Signature]
Name of Authorized Corporate Officer

State Project #s
151-0300 CV - 0303 CV

Hopeville, Chase, Kingsbury &
Sprague E.S. - Elevator Additions

February 1, 2018

CITY OF WATERBURY

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

Its: Managing Member
Title

State of Connecticut)

) SS Wolcott

County of New Haven)

John A Rosa being duly sworn,

deposes and says that he/she is Managing Member of J.A. Rosa Construction, LLC and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 29th day of April 2019.



My Commission Expires: 10-31-19 (Notary Public)

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 7/03/2019

To: Margaret Cherubini
Department of Education

Subject: Tax Clearance

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

JA Rosa Construction, LLC
Rosa Realty Enterprises, LLC
Rosa Development Group, LLC
John A Rosa
17 Town Line Rd.
Wolcott, CT 06716

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

Very truly yours,



NJO/wmf

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

CONSTRUCTION CONTRACT
for
Chase, Hopeville, Kingsbury and Sprague E.S. – Elevator Additions
between
City of Waterbury
and
J. A. Rosa Construction, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and J. A. Rosa Construction, LLC, located at 17 Town Line Road, Wolcott Connecticut a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to **Invitation to Bid ("ITB") Number 6351** for Waterbury Elementary Schools Elevator Additions; and,

WHEREAS, the City accepted the Contractor's bid for **ITB Number 6351**; and

WHEREAS, the City desires to obtain the Contractor's services for Waterbury Elementary Schools Elevator Additions pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of the installation of a new elevator hoistway at the existing Hopeville, Chase, Kingsbury and Sprague Elementary Schools., (State Project #s 151-0300 CV-0303CV), including exterior sidewalk/ramp construction, vestibule construction, along with modifications to the existing M/E/P/FP system in the immediate area of the new hoistway/vestibule as detailed and described in the Bid Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Contractor's Bid Response to ITB 6351 dated 4/29/19 (attached hereto);
- 1.1.2 City of Waterbury ITB Number 6351, Division 00-32, inclusive (attached hereto);
- 1.1.3 Contractor's Certificate of Insurance (incorporated by reference);
- 1.1.4 Contractor's Performance Bond (attached hereto);
- 1.1.5 Contractor's Payment Bond (attached hereto);
- 1.1.6 Construction documents dated February 1, 2018, Issued to Bid April 15, 2019 (attached hereto)
- 1.1.7 State Wage Rate Documentation (attached hereto);
- 1.1.8 Addendum No. 1 dated April 12, 2019 (attached hereto);
- 1.1.9 Addendum No.2 dated April 24, 2019 (attached hereto);
- 1.1.10 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference);
- 1.1.11 Department of Environmental Protection Regulations [CWF-1 through CWF-32] (incorporated by reference);
- 1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.13 All permits and licenses (incorporated by reference), and
- 1.1.14 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference).

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

- 1.2.1 Contract Amendment(s) and Change Orders
- 1.2.2 Contract
- 1.2.3 Contractor's Bid Form
- 1.2.4 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.5 Special Conditions
- 1.2.6 General Conditions
- 1.2.7 Technical Specifications
- 1.2.8 Drawings

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

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

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

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

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

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

3.1.2 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;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, 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 Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **ITB Number** 6351 (collectively "Bid Documents");

3.1.7. it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate,

replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract, and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will

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

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within Two Hundred Fifty (250) **consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within Two Hundred Seventy (270) **consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

5.1. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

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

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred Dollars (\$500.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding

sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **THREE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED THIRTY DOLLARS AND EIGHTY-FIVE CENTS (\$3,325,430.85)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A's** "Contractor's Bid, dated April 29, 2019", which is summarized below:

- 6.1.1.** Chase Elementary School base payment in an amount not to exceed Seven Hundred Thirty-Nine Thousand Four Hundred Twelve Dollars\$739,412.00
- 6.1.2.** Chase Elementary School contingency fee* in an amount not to exceed Thirty-Six Thousand Nine Hundred Seventy Dollars and Sixty Cents.....\$36,970.60

- 6.1.3. Hopeville Elementary School base payment in an amount not to exceed Seven Hundred Eighty-Five Thousand Four Hundred Twenty-Seven Dollars.....\$785,427.00
- 6.1.4. Hopeville Elementary School contingency fee* in an amount not to exceed Thirty-Nine Thousand Two Hundred Seventy-One Dollars and Thirty-Five Cents.....\$39,271.35
- 6.1.5 Kingsbury Elementary School base payment in an amount not to exceed Nine Hundred Eighteen Thousand Seven Hundred Forty-One Dollars.....\$918,741.00
- 6.1.6 Kingsbury Elementary School contingency fee* in an amount not to exceed Forty-Five Thousand Nine Hundred Thirty-Seven Dollars and Five Cents.....\$45,937.05
- 6.1.7 Sprague Elementary School base payment in an amount not to exceed Seven Hundred Twenty-Three Thousand Four Hundred Ninety-Seven Dollars.....\$723,497.00
- 6.1.8 Sprague Elementary School contingency fee* in an amount not to exceed Thirty-Six Thousand One Hundred Seventy-Four Dollars and Eighty-Five Cents.....\$36,174.85

6.1.9* Contingency. At sole discretion and control of the City, the Contingency amount as set forth in Section 6.1 of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested by the City in writing to be performed by the Contractor.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage Five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

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

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **ITB Number 6351** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

6.7. Contractor's Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365) calendar days** after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

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

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the

responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of

cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least 60 months.

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

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

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

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

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

11.4.3 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**

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$3,000,000.00** each occurrence and **\$3,000,000.00** Aggregate.

11.4.5 Builder's Risk Insurance: NOT APPLICABLE

11.4.6 Contractors Pollution Liability Insurance: **\$1,000,000.00** each claim, **\$1,000,000.00** aggregate coverage.

The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss. No exclusion for hazardous materials including asbestos and lead.

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

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

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

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

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

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

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

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

12.2.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.

12.4.1 Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

12.4.3 The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the

construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

- i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
- ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

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

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

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

13.3. Affirmative Action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of “An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” (the “Good Jobs Ordinance”), as may be amended from time to time and as set forth in Chapter

34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

- i.** "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii.** "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii.** "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv.** "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v.** "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi.** "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii.** "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii.** "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

- i.** at least thirty percent (30%) of its total worker hours performed by City Residents, and

- ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
- vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. 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 Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. 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.

15.2. 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.

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor'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.

15.4. The Contractor 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 Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

15.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor 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 Contractor's obligations under 24 C.F.R. part 135.

15.6. 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.

15.7. 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).

16. Termination.

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

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following

conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **ITB Number 6351** and (ii) the Contractor's Bid response to **ITB Number 6351**, dated April 29, 2019. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor:	J. A. Rosa Construction, LLC 17 Town Line Road Wolcott, Connecticut 06716
City:	City of Waterbury Chase Municipal Building 235 Grand Street Waterbury, CT 06702 Attention: Chief Operating Officer

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

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

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

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

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

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

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

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

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

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

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

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

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

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

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of

this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

- 35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 Bidder:** A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4 City:** The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor:** An employee of the City of Waterbury, or other City duly authorized person.
- 35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 Notice to Proceed:** A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10 Plans:** All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: City of Waterbury Department of Education.

[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:

J. A. ROSA CONSTRUCTION, LLC

By: _____
John Rosa, Managing Member
Duly authorized

Date: _____

ATTACHMENT A

- 1 Contractor's Bid Response to ITB 6351 dated 4/29/19 (attached hereto);
- 2 City of Waterbury ITB Number 6351, Division 00-32, inclusive (attached hereto);
- 3 Contractor's Certificate of Insurance (incorporated by reference);
- 4 Contractor's Performance Bond (attached hereto);
- 5 Contractor's Payment Bond (attached hereto);
- 6 Construction documents dated February 1, 2018, Issued to Bid April 15, 2019
(attached hereto)
- 7 State Wage Rate Documentation (attached hereto);
- 8 Addendum No. 1 dated April 12, 2019 (attached hereto);
- 9 Addendum No. 2 dated April 24, 2019 (attached hereto);
- 10 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
(incorporated by reference);
- 11 Department of Environmental Protection Regulations [CWF-1 through CWF-32]
(incorporated by reference);
- 12 All applicable Federal, State and local statutes, regulations charter and ordinances
(incorporated by reference);
- 13 All permits and licenses (incorporated by reference), and
- 14 Any and all amendment(s) and Change Orders issued by the City after execution of
Contract (incorporated by reference).

INDEX TO THE SPECIAL PROCEDURES OF THE CONTRACT

ARTICLE		PAGE
<u>NUMBER</u>	<u>TITLE</u>	<u>NUMBER</u>
1.	PLANS AND SPECIFICATIONS AT THE SITE	40
2.	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES...	40
3.	CONSTRUCTION PROGRESS SCHEDULE	40
4.	ESTIMATED QUANTITIES	40
5.	SCHEDULE OF VALUES; APPLICATION FOR PAYMENT	40
6.	PARTIAL PAYMENTS	41
7.	CONSTRUCTION EQUIPMENT.....	41
8.	INSPECTION AND TESTS.....	41
9.	UTILITIES.....	42
10.	SEDIMENTATION AND EROSION CONTROL	42
11.	DEWATERING AND WATER CONTROL	42
12.	DUST AND SPILLAGE CONTROL.....	43
13.	WINTER EROSION CONTROL MEASURES	43
14.	PROTECTION OF ENVIRONMENTAL RESOURCES.....	43
15.	ENVIRONMENTAL PROTECTION PLAN.....	45
16.	TEMPORARY UTILITIES.....	46
17.	TOILET ACCOMMODATIONS AND DRINKING WATER...	46
18.	TEMPORARY TELEPHONES.....	46
19.	NOT USED	
20.	PROGRESS MEETINGS.....	46
21.	NOT USED	
22.	NOT USED	
23.	DAS.....	46
24.	CHRO	46

1. PLANS AND SPECIFICATIONS AT THE SITE

- 1.1 If required by the Owners Representative, the Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

2. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

- 2.1. Submit in accordance with Division 1.

3. CONSTRUCTION PROGRESS SCHEDULE

- 3.1. Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit for the approval of the City three (3) copies of a Construction Progress Schedule which shall be developed by the Contractor through cooperation of the Project Engineer or authorized personnel. At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control measures if required, Water Control Plan and Environmental Protection Plan - if required.
- 3.2. The Progress Schedule shall indicate the proposed scheduling of the items of work listed in the various divisions of the work in the specifications. The schedule shall also indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule which shall be revised as required.

4. ESTIMATED QUANTITIES

- 4.1 The Estimated Quantities for the Project have been furnished on the Bid Form. Within the limits of available funds, the Contractor will be required to complete the work specified herein at the unit prices provided in the Bid Form whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for work actually performed.

5. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

- 5.1. Within one (1) week after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

- 5.2. The Contractor's requisition for payment shall be subdivided into items to correspond with the approved schedule and shall be in such numbers of copies as may be designated by the City.

6. PARTIAL PAYMENTS

- 6.1. The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.
- 6.2. In making such Partial Payments for the Project, retainage shall be held in accordance with Clean Water Funding Regulations (if applicable).

7. CONSTRUCTION EQUIPMENT

- 7.1. The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.
- 7.2. The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and subgrade work free from water.

8. INSPECTION AND TESTS

- 8.1. All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination and testing by the City and/or Project Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties.
- 8.2. Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.

- 8.3. If, at any time before final acceptance of the entire Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs

9. UTILITIES

- 9.1. The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.
- 9.2. The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.
- 9.3. The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.
- 9.4. No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.
- 9.5. The Contractor shall contact "Call Before You Dig" at least two days prior to commencing any excavation on the site (toll free in Connecticut at 1-800-922-4455).

10. SEDIMENTATION AND EROSION CONTROL

- 10.1 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended. The Contractor shall submit the Sedimentation and Erosion Control measures for the approval of the Engineer within one (1) week after the Notice to Proceed.

11. DEWATERING AND WATER CONTROL –if required

11.1 The Contractor shall be responsible for all dewatering required to complete the Contract including, but not limited to, pumping, well points, trenches, excavations, water control structures and cofferdams, which may be required to properly complete this Project. Particular attention is called for regarding fluctuation in water levels due to precipitation. No extra compensation will be allowed, due to water level fluctuation. The Contractor shall submit the Water Control Plan for the approval of the Engineer within one (1) week after Notice to Proceed. (See the appropriate section in the Technical Specifications for further information.)

12. DUST AND SPILLAGE CONTROL

12.1 The Contractor shall take appropriate measures to control the generation of dust from its activities. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions.

12.2. All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

13. WINTER EROSION CONTROL MEASURES – IF REQUIRED

13.1 Seeding and plantings shall be performed March 15 to June 15 or August 15 to October 15. The Contractor shall submit a winter erosion control plan to the Project Engineer for approval prior to the start of construction. This plan shall indicate, in sufficient detail, the methods and materials which shall be used during the winter months to prevent erosion, scour and general deterioration of the Project and adjacent flora and fauna.

14. PROTECTION OF ENVIRONMENTAL RESOURCES – IF REQUIRED

14.1. The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

14.1.1 Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's Work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

- 14.1.2 Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.
- 14.1.3 Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.
- 14.1.4 Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Engineer.
- 14.1.5 Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act.
- 14.1.6 The Contractor shall construct or install all temporary erosion control features as indicated in the Plans. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.
- 14.1.7 The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Engineer.
- 14.1.8 Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.
- 14.1.9 Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

15. ENVIRONMENTAL PROTECTION PLAN – IF REQUIRED

15.1. Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

15.1.1 A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.

15.1.2 .Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.

15.2.3. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

15.2.4. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.

15.2.5. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.

15.2.6. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and if required by the Project Engineer.

15.2.7 Traffic control plan when necessary.

15.2.8 Methods of protecting surface and ground water during construction activities.

15.2.9. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for making the limits of use areas.

16. TEMPORARY UTILITIES

16.1. Contractor to provide temporary utilities as required to complete work.

17. TOILET ACCOMMODATIONS AND DRINKING WATER

17.1 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

18. TEMPORARY TELEPHONES

18.1. No use of the Owner's / Building's telephone system shall be permitted.

19. NOT USED

20. PROGRESS MEETINGS

20.1 Progress meetings will be held weekly at locations, dates and times selected by the OWNER for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

21. NOT USED

22. NOT USED

23. DAS

23.1 Any bid in excess of \$500,000 IS REQUIRED to be accompanied by the Bidder's CTDAS Update (Bid) Statement, as noted hereafter. In accordance with C.G.S. 4a-100, 4b-91, and 4b-101, any contractor or subcontractor submitting a bid greater than \$500,000 is required to submit their DAS Update (Bid) Statement with their bid. Failure to submit this item with the bid will result in disqualification of the bidder. All subcontractors must be pre-qualified at the time of performance of their work. If you have any questions regarding these requirements contact CTDAS, at telephone number (860) 713-5280 or visit their web site at www.das.state.ct.us.

24. CHRO

24.1 Within 10 days of Notice of Intent to Award. Prior to execution of a contract, the successful bidder will be required to document the good faith efforts to provide opportunities for SBE and MBE contractors to participate in the bidding process and to submit the Bidder Contract Compliance Monitoring Report. The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public

Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

- 24.2 State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. §4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals. For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Tuesday, July 16, 2019 (WAMS)
BOARD MEETING: Tuesday, July 16, 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
--------------	-----------------------------------

C. Swain	WAMS media ctr.: Tues., July 16 th 5:30-9:30 pm (Board of Education workshop & regular meeting)
J. Ocasio	WAMS café: 8/20 & 8/21 7:45am-3:30pm (New Teacher Orientation)
M. Bergin	Rotella café & 1 classrm.: Thurs., Aug. 22 nd 8am-3pm (Prof. Dev.) Rotella café: Fri., Aug. 23 rd 8am-1pm (Early Childhood Prof. Dev.)
J. Reed	Career Academy café & 4 classrms.: &/29-8/2/19 8:30am-3:50pm (computer app program for m/s students)
D. Mortensen	Rotella computer lab: Tues., Aug. 20 th 8:30am-11:30am (ELA Dept. – Prof. Dev. Training)

Approved

Jason Van Stone

Dr. Verna D. Ruffin
Superintendent of Schools

Book

REQUEST FOR USE OF SCHOOL FACILITIES

School/City Personnel Use only

JUL - 7 2019

TO: S. McCasland, School Business Office

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

DATE: July 8, 2019

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café ☐

Rooms ☒ Media Center on July 16, 2019.

Also, please cancel the use of the Media Center on July 11 and use of the Atrium on July 18, 2019

DATES REQUESTED:

July 16, 2019 From: 5:30 p.m. To: 9:30 p.m.

For the following purpose: BOE rescheduled Workshop and Regular Meeting.

July 8, 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.

JUL - 1 2019

Book

SCHOOL PERSONNEL USE ONLY

DATE: 7/1/19

TO: SCHOOL BUSINESS OFFICE

FROM: Jessica Ocasio

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

DATES REQUESTED: 8/20/19 - 8/21/19

FROM: 745 am/pm TO: 330 am/pm

FOR THE FOLLOWING PURPOSES:

New Teacher Orientation

J. Ocasio
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.

Book

✓

JUN 27 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: Rotella School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms
Cafeteria + Classroom.

DATES REQUESTED: August 22, 2019

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

FOR THE FOLLOWING PURPOSES:

Professional Development WPS + School Readiness

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.

Book

SCHOOL PERSONNEL USE ONLY

JUN 27 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

DATES REQUESTED: August 23, 2019

FROM: 8:00 am/pm TO: 1:00 am/pm

FOR THE FOLLOWING PURPOSES:

WPS Early Childhood Professional Development

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.

Yuck

JUN 20 2019

SCHOOL PERSONNEL USE ONLY

DATE: 6.21.19

TO: SCHOOL BUSINESS OFFICE

FROM: John Reed

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

NAME OF SCHOOL REQUESTED: Watubury Career Academy

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

Plus 4 classrooms to be determined

DATES REQUESTED: July 29 - August 2, 2019

FROM: 8:30 am/pm

TO: 3:53 am/pm

FOR THE FOLLOWING PURPOSES:

Go IT computer App program
for middle school students

J. A. Reed
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.

[Handwritten signature]

SCHOOL PERSONNEL USE ONLY

DATE: 6/13/19

JUN 12 2019

TO: **SCHOOL BUSINESS OFFICE**
FROM: Dena Mortensen, ELA supervisor

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

NAME OF SCHOOL REQUESTED: ROTELLA

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ **Computer Lab**

DATE REQUESTED: TUESDAY, AUGUST 20, 2019

FROM: 8:30 a.m. TO: 11:30 a.m.

FOR THE FOLLOWING PURPOSES: **ELA Department - PD – DIBELS 8 Refresher Training**

Dena Mortensen
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.

BOARD OF EDUCATION

Waterbury, Connecticut

#16

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.5

July 16, 2019

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve of the use of school facilities by outside organizations subject to fees and insurance as required:

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

REQUESTING WAIVERS:

Comm. Tabernacle Outreach	Reed gym: Saturday, July 27, 9 am – 5 pm	
Paul Gladding	(basketball tournament)	(\$378.)
Y.M.C.A.	WAMS apron stage: 8/12, 14, 15, 9:30 am - noon	(rehearsals)
K. Jones	8/16, 9 am – 6 pm (Pre-Sch. graduation)	(\$1,722.)

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

P.A.L.	Wilby pool: 7/8 – 8/1/19, Monday thru Thursday, 12:30 pm – 7:15 pm
M. Ford	(swim program/lessons)
Wtby. Patriots	Crosby football field: Sept. 8, 22, Oct. 6, 12, 20, 7 am - 6:30 pm
T. Inabinett	(Pop Warner Football games)
Uplifting a Life	Enlightenment rooms: Mon. thru Fri., 7/8 - 8/16/19, 8:30 am - 3:30 pm
E. Cooper	(youth summer program)

Approved:

Jason Van Stone

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

CONTRACT#

JUN 19 2019

APPLICANT Paul Gladding NAME OF ORGANIZATION Community Tabernacle Outreach Mir

ADDRESS 12 hewlett st wtby ct 06710 TELEPHONE # 203-756-5981
(street) (city) (state) (zip code)

SCHOOL REQUESTED Johnathan Reed DATES July 27, 2019 ROOM(S) Gym

OPENING TIME 9am CLOSING TIME 5pm PURPOSE Basketball Tournament

ADMISSION (if any) None CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN 50

SIGNATURE OF APPLICANT Paul Gladding paul gladding DATE 6-19-19

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

Paul Gladding 1400 meridan Rd 203-808-7745

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 (\$378.)

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.

(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:
A 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

copy sent
to 24P

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

APPLICANT/ORGANIZATION: community tabernacle outreach center (c.t.o.c)

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gym

DATE(S): July 27, 2019

TIMES: 9am-6pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

6-19-19

Date

Paul Gladding

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 378.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved the above referenced waiver request(s) at their regular meeting of 7/16/19

ATTEST: [Signature]

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 - 3 2019

APPLICANT Kristen Jones / Patti Flaherty NAME OF ORGANIZATION Greater Waterbury YMCA

ADDRESS 136 West Main St Waterbury CT 06702 TELEPHONE # 203-754-9022
(street) (city) (state) (zip code) (see times below)

SCHOOL REQUESTED WAMS DATES 8/12-8/14-8/15 + 8/16 ROOM(S) Apron Stage

OPENING TIME _____ CLOSING TIME _____ PURPOSE Pre-school Graduation

ADMISSION (if any) None CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN 100

SIGNATURE OF APPLICANT [Signature] DATE 7/3/19

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

Kristen Jones, 136 W. Main St, Waterbury, CT 203 754-9022

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 14% SERVICE PER HOUR. (2)(1,722)

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. 574-8963 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

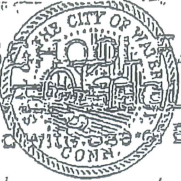
Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Dates/Times
8/12 - 9:30-12
8/14 - 9:30-12
8/15 - 9:30-12
8/16 - 9am-6pm

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with 880 Building Permit)



APPLICANT/ORGANIZATION: Greater Waterbury YMCA

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: WAMS Apron Stage

DATE(S): 8/12

TIMES: 9³⁰ Am - 12pm

DATE(S): 8/14

TIMES: 9³⁰ Am - 12pm

DATE(S): 8/15

TIMES: 9³⁰ Am - 12pm

DATE(S): 8/16

TIMES: 9am - 6pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

7/3/19
Date

[Signature]
Signature

Pat Flaherty

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 1,722
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of 7/16/19

ATTEST: [Signature]
Clerk, Board of Education

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

JUN 28 2019

CONTRACT#

(PAL)

APPLICANT Mara K Ford NAME OF ORGANIZATION Police Activity League of Wat

ADDRESS 64 Division St. Waterbury CT 06704 TELEPHONE # 203-346-3929
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATES July 8 - Aug 1 ROOM(S) Swimming Pool

OPENING TIME 12:30pm CLOSING TIME 7:05 pm PURPOSE Swimming Lessons staggered in 30 minute sessions throughout the day.

ADMISSION (if any) none CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 35 per lesson CHILDREN 25 per lesson

SIGNATURE OF APPLICANT Mara K Ford DATE 6-7-19

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

Abby Walsh 36 Pearview Circle Naugatuck CT 06770 (203) 598-6849

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. UNK (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE OK YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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

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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.

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

HHV

credentials

✓

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

APPLICANT Terry Inabinett NAME OF ORGANIZATION Waterbury Patriots

ADDRESS 245 Colonial ave 9-B Waterbury CT 06704 TELEPHONE # 203-982-6442
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES 9/8 9/22 ROOM(S) Football Field

OPENING TIME 7am CLOSING TIME 6:30 pm PURPOSE Pop Warner Football games

ADMISSION (if any) 1\$ CHARGE TO BE DEVOTED TO Ref Fees / Ent Fees ect.

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 60 CHILDREN 100

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. [Initials] (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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APPROVAL DATE _____

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

CONTRACT#

APPLICANT Terry Inabine NAME OF ORGANIZATION Waterbury Patriot
ADDRESS 245 Colonial Ave 9-B Waterbury CT 06704 TELEPHONE # 203-982-6442
(street) (city) (state) (zip code)
SCHOOL REQUESTED Crosby DATES 10/6 10/12 10/20 ROOM(S) Football Field
OPENING TIME 7am CLOSING TIME 6:30 pm PURPOSE Youth Football games
ADMISSION (if any) 1\$ CHARGE TO BE DEVOTED TO Press / Em's
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 60 CHILDREN 100
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. [Initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

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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.

Look Revised

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 12 2019

APPLICANT ERIKA COOPER NAME OF ORGANIZATION Uplifting a Life
ADDRESS 844 North main st WTHY, CT 06704 TELEPHONE # 203-419-8397
(street) (city) (state) (zip code)
SCHOOL REQUESTED Enlightenment DATES 6-30-19 8-16-19 ROOM(S) 5 Rooms & gym
OPENING TIME 8:00am CLOSING TIME 4:00pm PURPOSE Youth Social Change Summer program
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 70
SIGNATURE OF APPLICANT Erika Cooper DATE 6-5-19
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. EC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

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TARA L. SHAW
DIRECT (203) 805-6864

SECOR, CASSIDY & MCPARTLAND, P.C.
ATTORNEYS AT LAW
41 Church Street
Waterbury, CT 06723-2818

TSHAW@CTLAWYERS.COM

MEMORANDUM

To: Waterbury Board of Education

Date: July 8, 2019

Re: UPSEU Local 424 – Unit 69 (Administrative Support Staff) Negotiated Successor Contract for Discussion and Consideration

Negotiations leading to a successor collective bargaining agreement (“Contract”) between the UPSEU Local 424 – Unit 69 (Administrative Support Staff) and the Waterbury Board of Education (“BOE”) under the Municipal Employee Relations Act have concluded with a tentative agreement reached after mediation with a state assigned mediator. The tentative agreement is being submitted for your discussion and consideration. This submission also includes a summary of the changes to the Contract.

This Unit is comprised entirely of grant funded positions. The contract protects the BOE’s right to eliminate positions if grant funding is reduced or eliminated.

Duration: July 1, 2018 – June 30, 2022.

Wages (Article XIII):

2018-19(Year 1): 0% GWI

Projected cost of Year 1 = \$0 (wage freeze)

2019-20(Year 2): 2.5% GWI

Projected cost of Year 2 = \$54,011

2020-21 (Year 3): 2.5% GWI.

Projected cost of Year 3 = \$55,361

2021-22 (Year 4): 2.0% GWI

Projected cost of Year 4 = \$45,396

Total Percentage Increase of wage package over 4 years = 7.0%

This represents an average increase of 1.75% per year which is consistent with the average for recently negotiated settlements as indicated by the CCM data.

Total projected payroll increase by year 4 = \$154,768

Insurance: Employee Premium cost share and co-pays for certain services increase beginning in Year 3.

Additional contract changes are listed below:

- **Article III:** Changes to reflect Supreme Court decision prohibiting compulsory agency fees for non-members.
- **Article IV, § 5 (New Language):** Added affirmative language clarifying that overtime pay (1.5 X regular rate) will be paid for any hours worked over forty (40) during a work week.
- **Article V, § 6 (New Language):** Added language guaranteeing fourteen (14) day advanced notice of a pending layoff, with such notice to include the reasons for the layoff, the impacted employees and the number of positions being eliminated.
- **Article VII, § 5:** Revised wording within funeral leave provision to allow allotted leave to be taken on non-consecutive days.
- **Article VII, § 13:** Added Contract provision addressing workers' compensation benefits. Specifically, included language that is consistent with other City and Board contracts regarding the maximum length of time (18 Mos.) that an employee can remain unable to return to full-duty.
- **Article X, § 4 (New Language):** Adds a severability provision in the contract so that if one provision is deemed unenforceable, the remaining provisions of the contract are still enforceable.
- **Article XIII, § 7 (New Language):** Mandatory Direct Deposit by January 1, 2020.
- **Article XIV, § 3c:** extends health and wellness incentive programs to members of this unit.
- **Article XIX, §2.c:** Modified language that appeared to require employees to contribute a certain % of their salary to the BOE's 457 Plan* or the 403(b) Plan*.

**There is no Employer contribution to the 457 or 403(b) Plans for members of this Union pursuant to §2.d.*

TENTATIVE AGREEMENT

By and Between

Waterbury Board of Education

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION

WATERBURY BOE

ADMINISTRATIVE SUPPORT STAFF

Local 424 - Unit 69

July 1, 2018 through June 30, 2022

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WATERBURY BOARD OF EDUCATION

AND THE

UNITED PUBLIC SERVICE EMPLOYEES UNION
Waterbury BOE Administrative Support Staff
Local 424 -Unit 69

July 1, 2018 through June 30, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
<u>ARTICLE I</u>	<u>RECOGNITION</u>	1
<u>ARTICLE II</u>	<u>MANAGEMENT RIGHTS CLAUSE</u>	1
<u>ARTICLE III</u>	<u>DUES CHECKOFF</u>	3
<u>ARTICLE IV</u>	<u>HOURS OF WORK, WORK ASSIGNMENTS</u> <u>HIRINGS, DISCHARGE AND PROBATION</u>	4
<u>ARTICLE V</u>	<u>SENIORITY</u>	4
<u>ARTICLE VI</u>	<u>JOB SECURITY</u>	6
<u>ARTICLE VII</u>	<u>LEAVE PROVISIONS</u>	6
<u>ARTICLE VIII</u>	<u>GRIEVANCE PROCEDURE</u>	9
<u>ARTICLE IX</u>	<u>HOLIDAYS</u>	11
<u>ARTICLE X</u>	<u>PRESERVATION OF RIGHTS</u>	12
<u>ARTICLE XI</u>	<u>UNION ACTIVITY</u>	12
<u>ARTICLE XII</u>	<u>NO STRIKE OR LOCKOUT</u>	13
<u>ARTICLE XIII</u>	<u>WAGES</u>	13
<u>ARTICLE XIV</u>	<u>INSURANCE</u>	14
<u>ARTICLE XV</u>	<u>VACATION</u>	18
<u>ARTICLE XVI</u>	<u>AUTO USAGE</u>	20
<u>ARTICLE XVII</u>	<u>LONGEVITY</u>	20
<u>ARTICLE XVIII</u>	<u>DISCIPLINARY ACTION</u>	20
<u>ARTICLE XIX</u>	<u>PENSION AND RETIREMENT</u>	21
<u>ARTICLE XX</u>	<u>EDUCATION</u>	22
<u>ARTICLE XXI</u>	<u>SAFETY</u>	22
<u>ARTICLE XXII</u>	<u>DURATION</u>	22
<u>APPENDIX A</u>		24
<u>APPENDIX B</u>		25
<u>APPENDIX C</u>		26

ARTICLE I RECOGNITION

Section 1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for the employees, whose positions are enumerated in Appendix A attached to this Agreement and made a part hereof, for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment as certified by the C.S.B.L.R. in Case No. ME-30.7S7, Dec. No. 4714.

Section 2. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meaning:

- a. "Board" shall mean the Board of Education, City of Waterbury;
- b. "Employee" or "Employees" shall mean those personnel who are members of the bargaining unit certified by the C.S.B.L.R., and who occupy the positions described in the Certificate of Representative, dated November 17, 1971, issued by the Connecticut State Board of Labor Relations in Case No. ME-2193, Decision No. 1026. The parties hereto agreed that the positions covered by this Agreement and encompassed within the bargaining unit are the positions enumerated in Appendix A. Subject to the provisions of Article II, Section 2 hereof, the parties further agree that the term "employee" or "employees" covers only the positions described in Section 1 and the terms does not include Supervisors or any other personnel employed by the Board of Education.
- c. The term "in pay status" as used in this Agreement shall be defined to embrace the following situation: an employee is receiving compensation (e.g., workers' compensation or vacation pay or paid sick leave or other paid leave) from the Board;
- d. The word "parties" shall be defined to mean, unless the contract clearly indicates otherwise, the Board and the Union;
- e. The term "school year" shall mean, unless the contract clearly indicates otherwise, the period from July 1 of a given year through June 30 of the next succeeding year.

ARTICLE II MANAGEMENT RIGHTS CLAUSE

Section 1. The parties agree and recognize that the employees covered by this Agreement are employed by the Board in the Office of Educational Grants in connection with educational programs enumerated in the Preamble hereof, which programs are entirely funded and paid for (at least as to the wages and/or economic benefits of the employees herein) by the federal and/or state governments under such educational legislation as the Federal Elementary and Secondary Education Act and the State of Connecticut Act for Disadvantaged Children. The parties recognize that these programs are funded on a year-to-year basis only and in the event that either the Congress, the Department of Health, Education and Welfare, and/or the Connecticut Legislature or Connecticut State Department of Education withdraw funding for any and/or all of the said programs which the employees herein assist in administering and implementing, or change the

standards in terms of educational objectives or budgetary allocations or priorities, then the Board will no longer be able to continue these programs and retain the employees herein in the employ of the Board.

The parties further recognize that the decision to continue any given educational program, quite independent of the availability of funding for the program, is in the sole discretion of the Board. In the event that the Board decides to revise or realign its educational priorities and terminate any or all programs, then the employees hereunder will not be required to be retained by the Board and the Board may terminate their services. However, the Board agrees that it will not utilize a simple name change of a program or of a job title describing the employees hereunder as a device to terminate the services of an employee covered hereunder or to deprive an employee hereunder of any of the benefits of this Agreement; that is if the substantive educational objective and framework of a given program is continued by the Board during the life of this Agreement, then the Board agrees that it will not assert that a mere change in name of a program or of a job title of the employees herein (without a substantive change in the program or a substantive change in the job requirements of the position) is a basis for any claim by the Board that it is not bound by the terms of this Agreement or that the employees are not entitled to the benefits of this Agreement. Otherwise, the Board shall have the exclusive right to determine whether it wishes to continue or terminate any given program.

The parties further recognize that the obligation of the Board to fulfill any provisions of this Agreement is expressly limited to, and expressly contingent upon, the receipt of the federal state grants which are the sole source of economic benefits of this Agreement.

Section 2. Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:

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

b. the right to assign work to employees, including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification;

c. the right to create job descriptions and revise existing job descriptions as deemed necessary, with such procedures for the applicable rate of pay as required by this Agreement;

d. the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized;

e. the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;

f. the right to establish or continue policies, practices and procedures for the conduct of City business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the City's obligation to bargain over the impact, if any;

g. the right to layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons;

h. the right to discontinue services, positions, operations or programs in whole or in part and;

i. the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the Board, it can be done more economically, effectively or expeditiously as a result of such action.

ARTICLE III UNION RIGHTS/DUES CHECKOFF

Section 1. All employees covered by this Agreement who have submitted a Union membership application shall pay dues to the Union.

The Union agrees to defend and hold the Board harmless as the result of any claim by an employee arising from the provisions of this section.

Section 2. The Board agrees to make arrangements with the Payroll Department of the City of Waterbury to deduct from the paycheck of each Union member, a sum certified in proper form in writing by the Local Secretary or other authorized official of the Union, which sum is specified to be Union dues.

Section 3. These deductions will be made bi-weekly on the same payday of each month, as specified by the Board and the Grants Payroll Office of the Board and agreed to by the Union, during the ten-month period from September of a given calendar year through June of the next succeeding calendar year in an amount which represents 1/10th of the annual union dues; that is, each monthly deduction shall be an amount which is the equivalent of one-tenth of the annual union dues. In the event that Agency Fee union deductions become permissible by State and/or Federal Law, the parties agree that the Employer shall deduct the designated Agency Fee amount as provided in writing by the Union. The parties further agree that such Agency Fee union deductions shall be remitted to the Union either weekly, bi-weekly or on a monthly basis.

Section 4. The Employer shall provide the UPSEU Labor Relations Representation in writing via email within ten (10) school days the following information as it relates to new hires: 1) first and last name; 2) available contact information and 3) rate of pay.

Section 5. The Union shall be provided an opportunity to meet with new employees during the course of any employment orientation program for new employees. Where such an orientation program does not exist, the Union shall be provided an opportunity to meet new employees during the first month of a new hire's appointment either on employee time, or for such new employees who have a paid lunch, at a convenient time during the workday, but shall not exceed thirty (30) minutes.

Section 6. There shall be no discrimination, coercion, intimidation, interference or restraint by the Board or any of its agents against any employee because of membership in the Union or participation in Union activity.

ARTICLE IV HOURS OF WORK, WORK ASSIGNMENTS, HIRINGS, DISCHARGE AND PROBATION

Section 1. The employees covered by this Agreement are 10-month and 12-month employees. The work year for 10-month employees shall be the school year. The Board, in its sole discretion, may schedule up to five (5) additional work days immediately before the beginning of the work year and up to five (5) additional work days immediately after the end of the work year. Subject to the right of the Board to alter the hours of work for bona fide reasons geared to the needs of the educational programs, the hours of work for 10-month and 12-month employees shall be seven (7) hours per day based upon a normal Monday through Friday, five-day work week. The Board shall have the right and authority to change work year, work week, or daily work hours, including starting and stopping times.

Section 2. The right and authority to hire employees, to transfer and/or assign employees to the Office of Educational Grants itself or to one of the offices of anyone of the program sites (e.g., the Wilson Early Childhood Center), to make work schedules, including starting and stopping hours, to change the work year, work week, or daily work hours, and to make work assignments is vested exclusively in the Board, the Superintendent of Schools or his/her designees.

Section 3. In all cases of determining an employee's qualifications for a job assignment within any of the programs, the final judgment rests with the Board and/or Superintendent of Schools or designee. Any employee deemed unqualified shall be entitled to hear from the Superintendent of Schools or his/her designees, with or without the presence of his/her steward as he/she may desire, the reasons why he/she has been adjudged unqualified.

Section 4. In an effort to fairly distribute overtime opportunities among employees within the same classification and the same office, the Board agrees to offer overtime opportunities to eligible employees on a rotating basis based on seniority. An employee will be eligible for an overtime opportunity if the employee has indicated an availability to work overtime, is working on the work day the need for overtime arises, and is qualified to perform the overtime work. A qualified employee is one who has the requisite experience and training to perform the work. The Board is not obligated to provide any training to employees to enable employees to perform work associated with overtime opportunities. The Board's decision as to whether an employee is qualified to perform the overtime work is not subject to the grievance procedure.

Section 5. An employee shall be compensated at the overtime rate of one and one-half (1½) times his/her hourly rate of pay for all hours worked above forty hours in a work week.

ARTICLE V SENIORITY

Section 1. Seniority will be defined as an employee's total length of service since his/her most recent date of hire with the Board of Education in a bargaining unit for which ~~Local 2001 or~~ UPSEU Local 424 is recognized as the bargaining representative. In the event a 10-month employee is hired into a 12-month position, the employee's past seniority shall be pro-rated for purposes of calculating seniority in the 12-month position (i.e., each year of service as a 10-month employee shall equal 10/12 of a year of service for purposes of the 12-month position).

Section 2. The Board shall provide annually a list of employees, showing their most recent dates of employment, and their seniority to the union on or before September 1 of each contract year.

Section 3. For the purpose of layoff, seniority shall be defined as an employee's total length of service in the classification within the bargaining unit. In the event of a lay-off, employees shall be laid off in the reverse order of seniority, within each classification in the bargaining unit.

Section 4. In the event of layoff, those employees with the least seniority in each classification (e.g., Secretary I, II, etc.) shall be laid off first provided the more senior employees have the ability to perform the required work. Employees shall have the right to bump less senior employees in previously held lower classifications provided they are qualified and immediately capable of performing the required work, as determined by the Board.

Section 5. Laid-off employees shall have recall rights for two (2) complete years from their date of lay-off, or for a period equal to their length of seniority, whichever period is shorter.

a. No new employee(s) shall be hired into a classification while employee(s) are on lay-off with recall rights to the same classification.

Section 6. The BOE shall give the Union written notice of layoff, at least fourteen (14) days prior to the proposed effective date of the layoff. Such notice shall state the reason for such action and shall delineate the names of affected employees and number of positions the City proposes to eliminate.

Section 7. Any job or position openings in the bargaining unit shall be posted for a period of five (5) working days. Employees interested in bidding for the job openings will notify The Office of Educational Grants in writing prior to the expiration of the five (5) days.

a. In determining the granting of a request for assignment to job or position openings, the Superintendent or his/her designee shall consider the following:

1. The qualifications of the employee.

2. Seniority.
3. Experience in the building.
4. The needs and educational interests of the School District.

Section 8. The Board will notify 10-month employees of summer work opportunities whenever practicable. The decision to hire an employee for a summer work opportunity shall be in the sole discretion of the Board.

Section 9. In all transfers, all employees shall be paid the appropriate rate of pay in the bargaining unit he/she is transferred to in accordance with his/her seniority with the Board of Education.

Section 10. Provisions of Article V shall not be construed to be in conflict with the Federal/State grant requirements. The employer and the Union will meet to attempt to resolve conflicts, should they arise.

Section 11. When an employee, who was previously eligible for benefits, transfers from another bargaining unit not represented by the United Public Service Employees Union to this bargaining unit, with no break in service, then he/she brings with him/her the years of service credit for vacation and longevity time and sick bank. This credited service does not count towards layoff, seniority, or bumping rights.

Section 12. Any employee hired for a position covered by this Agreement shall work a probationary period of six (6) months. During this probationary period, a new employee will have no seniority entitlement (which seniority entitlement is prescribed in Article V hereof) and shall have no right or recourse to the Grievance Procedure, prescribed in Article IX hereof. Such employee, upon successful completion of the said probationary period, shall acquire seniority back to his/her original date of hire. The Board may extend the probationary period up to the amount of lost time during the first six (6) months. The Board may unilaterally extend an employee's probation for up to an additional three (3) months at its sole discretion.

ARTICLE VI JOB SECURITY

Subject to Civil Service Rules and Regulations, incumbent employees within the bargaining unit shall be retained with full seniority and other rights and benefits under the Agreement, should the City of Waterbury assume administration of the Office of Educational Grants and other programs under its jurisdiction. The City shall retain all the rights and privileges set forth in this Agreement, including management rights.

At any time during the term of this Agreement, the City shall have the right, pursuant to applicable law, to require that the Civil Service Commission administer the hiring and promotion of bargaining unit positions. The Board shall have the obligation to bargain with the Union over the impact of such decision as required by applicable law.

ARTICLE VII LEAVE PROVISIONS

Section 1. For the purposes of this Article, sick leave is defined as absence from work because of non-service connected illness or injury or absence from work for medical or dental treatment which cannot be scheduled during the employee's non-working hours. Sick leave shall be granted without loss of the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 2 hereof. Loss of time from work occasioned, or necessitated, by maternity disability shall be considered to be a sick leave as defined herein.

Section 2. Employees shall be credited with sick leave eligibility, as hereinafter noted, for each complete calendar month in pay status with the Board and shall carry forward unused sick leave accumulated. The sick leave eligibility shall be one and one-quarter (1/4) days per month for each month of the school year that the employee is in pay status. The said unused sick leave carried forward to this Agreement together with the sick leave eligibility accrued in accordance with the formula prescribed herein shall be limited to 100 days.

The Board may convert paid time off accruals to a unit consistent with operation of the City's/Board's recordkeeping and/or payroll system, as the same may be revised from time to time. The accrual unit may be calculated each year based on the number of scheduled school days.

In the event that an employee suffers a prolonged and serious physical illness or injury and has used all of his sick leave and personal leave, employees may donate up to ten (10) sick days each per school year. The total number of sick days donated to an employee may not exceed sixty (60) sick days over the course of his employment. Donated sick days may not be used during the first twenty (20) work days of an absence.

Section 3. An acceptable medical certificate signed by a licensed physician may be required of an employee by his/her department head to substantiate a request for sick leave for the following reasons:

- a. Any period of absence consisting of more than three (3) consecutive work days;
- b. To support a request for such leave during annual leave (i.e., during the paid vacation period prescribed by Article XVI, hereof);
- c. Any absence from work if previous absences from work occur frequently, habitually, or abusively (e.g., absences occurring immediately before or after weekends, holidays, and other time off) provided that prior to the absence, the employee has been warned in writing, or notified, by his/her department head, that such certification will be required.

Section 4. In the event of a snow day or other scheduled school day when school is called off, 12-month employees may take a vacation or personal day. 10-month employees may take a personal day for any snow day. "Snow days" are defined as days when schools are closed due to severe snow conditions.

When the Waterbury public schools are delayed or dismissed early due to severe snow conditions, 12-month employees may adjust their work schedule according to the delayed starting time or the early dismissal time and charge any lost work time against accumulated vacation or personal time.

Ten-month employees are expected to work their regularly scheduled work hours at all times. In the event a 10-month employee is unable to work his regularly scheduled work hours due to inclement weather, the employee may work beyond the end of his regular work day to make up for hours lost. The Board, in its sole discretion, may release a 10-month employee from work with pay due to inclement weather. The Board's decision to release or not release a 10-month employee with or without pay shall not be subject to the grievance procedure.

Section 5. In each instance encountered, each employee shall be granted leave of up to 3 working days without loss of pay in the event of a death in his/her immediate family. For the purpose of this section, the phrase "immediate family" shall include the following: spouse, child, mother, father, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, sister, brother, step-parents, step-children, brother-in-law, sister-in-law, or any foster parent/child or any relative domiciled in the employee's household.

In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the employee's home who shall be considered immediate family) of the employee, one (1) day of Funeral Leave with pay, if necessary to attend the funeral of such relative shall be granted to the employee. For purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.

In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.

The employee must notify the Board as to the date or dates he will be on Funeral Leave. When the employee returns to duty he shall provide to the Board all pertinent information as requested on the Funeral Leave Forms provided by the Board.

Section 6. An employee may be granted a leave of absence without pay by the Board (e.g., maternity leave) in accordance with the Family Medical Leave Act, 29 USC Section 2612 as amended and the City's policy, in effect on July 1, 2014.

Section 7. Each employee who was an employee on July 1 of the pertinent school year shall be granted four (4) personal days, as a day off with pay, within the school year subject to the demands of service as determined by the Superintendent of Schools or his/her designee, provided the employee is an employee (as defined in this Agreement) on the date of the personal day and provided, further, that he/she has satisfactorily completed his/her probationary period as a new employee. Unused personal days may not be carried over to the following year. Except in an emergency situation, a request for the personal day shall be made by the employee to the Superintendent of Schools or his/her designee at least one week prior to the date of the requested personal day.

Section 8. In the event of retirement (as retirement is hereinafter defined) or death, an employee, or the employee's estate, shall receive, as terminal pay, his/her then accumulated sick leave valued at the applicable rates in use at the time of death or retirement. For the purpose of this Section, an employee will be deemed to have retired if he resigns from employment after attaining twenty-five (25) years of service and fifty-five (55) years of age or fifteen (15) years of service and sixty-five (65) years of age. Neither an employee terminated for cause nor an employee hired or rehired after April 9, 2003 shall be entitled to this benefit.

Section 9. If a member of the unit is absent because of illness due to a communicable disease (e.g., mumps, measles, chicken pox, conjunctivitis and mononucleosis) traceable to contact made in school, the absence shall not be charged against his/her accumulative sick leave.

Section 10(a). Jury Duty. An employee who is summoned and reports for jury duty (examination as a prospective juror and/or actual service as a juror) as prescribed by applicable law shall be paid a jury duty pay, an amount equal to the length of his/her necessary absence from work during his/her normal work day hours multiplied by his/her regular straight time hourly rate of pay for a maximum of seven (7) hours in any day, less any statutory juror fees received by the employee.

Section 10(b). In order to be eligible for jury duty pay prescribed by Section 9(a) hereof, an employee:

- a. must have been scheduled to work on that day;
- b. must immediately notify the Superintendent of Schools or his/her designee after receipt of notice of report to jury duty;
- c. must have reported for work on any day during the period of jury duty when he/she was not necessarily absent from work on account of jury duty;
- d. must furnish a certificate of jury service showing the time of reporting and the time of dismissal on each day for which jury duty is claimed and the amount of all statutory juror fees received by him/her.

Section 10(c). The provisions of Section 10 (a) and (b) hereof shall not apply in cases of any jury duty on a Saturday or Sunday or any day that the employee is not regularly scheduled to perform work because of a school recess or otherwise.

Section 11. When an employee's services are terminated by the Board because of death or retirement, vacation pay shall be granted to such employee in accordance with the vacation entitlement under this Agreement. The Board shall make such payment not later than the next regularly scheduled paycheck following the effective date of termination. For purposes of this Section, an employee will be deemed to have retired if he resigned from employment after attaining twenty-five (25) years of service and fifty-five (55) years of age or, fifteen (15) years of service and sixty-five (65) years of age. An employee terminated for cause shall not be entitled to this benefit.

Section 12. Military Leave. The Board shall grant military leave pursuant to State and Federal law and shall be in compliance with the Uniformed Services Employment and Reemployment Rights Act.

Section 13. Work-Related Illness or Injury. An employee injured in the performance of and during the course of her/his employment with the Board, shall be paid benefits in accordance with the Connecticut Workers' Compensation Act.

If at any time during the period of an employee's injury leave or thereafter, the Board receives a medical report from a treating physician which states that the employee is permanently unable to perform the essential functions of his/her position, the Board may terminate the employee from service following a pre-termination hearing. The Union may appeal such decision subject to an arbitrary and capricious standard.

If eighteen (18) months from the date of the work-related illness or injury, the employee is unable to return to full duty, the Board may separate the employee from employment. The Union may appeal such decision subject to an arbitrary and capricious standard.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. The most effective accomplishment of an employee's work for the Board requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the Board to address the grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after formal appeal and review.

Section 2. Any employee who has a complaint that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement or of a condition affecting his/her health or safety, may process a grievance in accordance with the procedures specified herein and shall have the right to have Union representation present at any step in the grievance procedure if he/she so desires.

Step 1: An employee with the Union shall first present his/her grievance to the Superintendent of Schools or his/her designee within ten (10) calendar days of the occurrence giving rise to the grievance. The Superintendent of Schools or his/her designee shall make careful inquiry into the facts and circumstances of the complaint in an attempt to resolve the problem promptly and fairly. He shall give his answer to the employee, and the Union, in writing, within fifteen (15) working days from the time the grievance is submitted to him.

Step 2: The Union or Superintendent or his/her designee may, within fifteen (15) calendar days of the issuance of the decision of the Superintendent in Step ~1, request, in writing, with a copy of the request to be sent to the other party, the mediation services of the Connecticut State Board of Mediation and Arbitration.

Step 3: In the event mediation does not resolve the grievance, or has not been requested,

either the Union or the Board may request in writing, with a copy of the request to the other party, that the Connecticut State Board of Mediation and Arbitration provide arbitration service. However, the Board or the Union may have any grievance at the State Board of Mediation and Arbitration removed, within thirty (30) days from the date filing with same; to either the American Arbitration Association or the Alternative Dispute Resolution Center. The original written request for arbitration service must be made within ten (10) calendar days of the receipt of notification (oral or written, whichever occurs first) from the Mediator that the Mediator is unable to resolve the grievance by means of his Mediation Service, or receipt of the written decision of the Superintendent.

Section 3. All questions submitted to arbitration under the terms of this Agreement shall be submitted in accordance with the rules and regulations then prevailing of the Connecticut State Board of Mediation and Arbitration or, where applicable, the rules of the American Arbitration Association or the Alternative Dispute Resolution Center.

Section 4. The Arbitrator and Arbitration Panel shall have no power to add to, subtract from or modify any of the terms of this Agreement.

Section 5. The Arbitrator's award shall be made in writing and shall be rendered within the time limit prescribed by the then current rules of the Connecticut State Board of Mediation and Arbitration or, where applicable, the American Arbitration Association or the Alternative Dispute Resolution Center. The decision of said arbitrator shall be final and binding on both parties and on all employees.

Section 6. Any expenses incidental to mediation and/or arbitration shall be borne equally by both parties although each party shall be responsible for its own legal fees associated with mediation and/or arbitration. However, in the event either the Union or the Board exercises its option under Step- 3 to use the American Arbitration Association or the Alternative Dispute Resolution Center, the filing and Arbitrator fees shall be borne by the removing party.

Section 7. Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the Board's representatives to answer the grievance in the time limits established in the preceding Sections presumes that the claim made in the grievance is denied and may be processed to the next step.

Section 8. The parties agree that all notices and other documents involved in the Grievance Procedure beyond Step 2 must be emailed or sent via Certified mail, return receipt requested.

Section 9. The Employer shall send copies of all warnings or other disciplinary measures to the Union president and the Union representative.

ARTICLE IX HOLIDAYS

Section 1. The following days are hereby designated as holidays for 10-month and 12-month employees unless otherwise noted and shall be paid for, at the employee's normal rate of pay for one workday, under the following conditions when not worked:

New Year's Day	Independence Day*
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

*Only for 12-month employees

For each year of this Agreement, the Board shall have the discretion to select the dates on which Lincoln's Birthday and Washington's Birthday shall be celebrated.

Section 1(a). To qualify for holiday pay, the employee must be in pay status for the last scheduled working day prior to and the first scheduled working day subsequent to the holiday. The parties agree that 10-month employees shall be entitled to the Labor Day Holiday pay if he/she is in pay status on the last day of school in a given academic year and on the opening day of school in the succeeding academic year.

Section 1(b). The 12-month employee holiday must fall on a regularly scheduled work day except:

- a. Any holiday falling on Sunday shall be observed on the following Monday;
- b. Any holiday falling on Saturday shall be observed on the preceding Friday.

Section 1(c). 10-month employees shall observe the listed holidays on the date listed in the annual school calendar.

Section 2. If a holiday occurs during an employee's paid sick leave, he/she shall receive full holiday pay, prescribed by Section 1 hereof, for that day but the day shall not be charged against his/her sick leave allowance.

Section 3. If a holiday occurs during an employee's scheduled vacation, he/she shall be granted an extra day off without loss of pay.

ARTICLE X PRESERVATION OF RIGHTS

Section 1. The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically

relinquished or abridged by this Agreement.

Section 2. The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.

Section 3. This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of the Agreement.

Section 4. Severability. Should any provision herein be deemed unlawful or otherwise found to be unenforceable during the term of this Agreement or during any holdover period after its expiration, all other provisions of this Agreement shall remain in full force and effect

ARTICLE XI UNION ACTIVITY

Section 1. The Union shall notify the Board, in writing, of the names of all officers and stewards who are employees of the Board.

Section 2. Union activities required to administer this Agreement shall be carried on with the approval of the Superintendent of Schools and/or his designee in such a manner as not to interfere with the educational process of any of the programs. In the event it is necessary to present a grievance step during normal work hours and the employee requests the presence of a steward or other authorized Union representative at this step, then the steward or Union official (who is an employee) shall continue to be paid during the time that he/she is acting in behalf of the employee. However, no compensation shall be paid to any employee or any steward or any Union official for any Union activity, including representation at any step in the grievance procedure, which occurs beyond the normal work hours.

Section 3. The Board agrees that the Union may place a bulletin board, or be given a like posting area, for notices and information concerning Union affairs and matters of interest to Union members in an appropriate place in the schools or in the Business Office of the Superintendent of Schools or his/her designee. The exact sites of the "bulletin board" or the notice posting place shall be determined by the Administrator in charge of the school building or the Superintendent of Schools or his/her designee, as appropriate.

Section 4. The City will allow no more than a total of six (6) days per year of paid leave to the bargaining unit for the purpose of attending Union conferences, provided that no more than one (1) employee is off at a time, that written request is submitted to the employee's supervisor as soon as possible but no less than two (2) weeks prior to the leave and that approval is subject to the operational needs of the school system.

ARTICLE XII NO STRIKE OR LOCKOUT

During the life of this Agreement, there shall be no strikes, slowdowns, suspension of work or stoppage of work by any employee or employees in any part of the Board's operation dealing with the programs covered by this Agreement or otherwise. There shall be no lockout by the Board of any employee. The prohibition against strikes, slowdowns, suspensions, or stoppage of work in this Section shall be in addition to the prohibition as by State Statute made and provided.

ARTICLE XIII WAGES

Section 1. Wages for incumbent employees in the bargaining unit shall be increased according to the following schedule:

- a. Effective July 1, 2018, the hourly rate for all members of the bargaining unit shall be the same as it was on July 1, 2017.
- b. Effective July 1, 2019, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two and one-half percent (2.5%).
- c. Effective July 1, 2020, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two and one-half percent (2.5%).
- d. Effective July 1, 2021, the hourly rate for all members of the bargaining unit shall be adjusted by an additional general wage increase of two percent (2.0%).

Section 2. Appendix B attached hereto and made a part of this Agreement, lists hiring rates for employees filling vacancies in Secretary I, II, and III positions during the terms of this Agreement. Hiring rates for such positions shall be increased by the negotiated increases and established for the periods which conform to contractual years of this Agreement.

Section 3. The Union understands that the Board has been paying the employees covered by this Agreement on a bi-weekly basis; the Union agrees that the Board reserves the right to establish or change the pay period for employees upon two weeks' notice.

Section 4. Each employee shall be entitled to participate in the City's 457 Deferred Compensation Plan.

Section 5. Work in a Higher Classification

- a. An employee who is assigned to perform work above their classification will be compensated at a rate of \$30.00 additional per week or the minimum rate for the higher classification, whichever is greater.
- b. This will be applicable only after the employee has worked five (5) days in the

higher classification and provided the employee performs the work required by the job specification(s) of this said higher classification during the period of time the employee is assigned to perform such duties.

c. This will not be applicable to a situation where work in the higher classification is specifically required by the definition of the employee's regular classification, or where the employee is being given the opportunity to train for the higher classification.

Section 6. Network Specialists Incentive

On July 1 of any contract year a one-time-only two and one-half percent (2.5%) wage adjustment shall be granted to any Network Specialist who has attained a Bachelor's degree in computer science or has achieved one or more of the following qualifying certifications:

- Microsoft
- A+
- Cisco
- Network

It is understood that only one such adjustment shall be made and that the achievement of a degree or an additional qualifying certifications in any subsequent contract year shall not entitle the Network Specialist to another wage adjustment.

Section 7. By January 1, 2020, all employees shall authorize the Board to pay wages via direct deposit at a banking institution chosen by the employee.

ARTICLE XIV INSURANCE

Section 1 Employees may elect the current medical, prescription and dental plans as follows:

a. Health Insurance

Each employee shall be eligible to elect the following health care options effective the first of the month following date of hire or during the City's designated open enrollment period(s):

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

- \$20 for office visits;
- \$30 for visit to specialist
- \$50 for urgent care
- \$100 for emergency room
- \$200 for outpatient surgery
- \$300 for inpatient hospitalization

There is unlimited lifetime maximum benefit for in-network providers.

For out-of-network services, there shall be an annual deductible of \$400/\$800/\$1,200 for individual, two persons, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/\$8,000/\$12,000 respectively for individual, two persons, and family coverage. The maximum “out-of-pocket” expense associated with the out-of-network cost share is \$1,600/\$3,200/\$4,800 for individual, two persons, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

1(a). Effective July 1, 2020, the Open Access Plus (OAP) Plan with the following co-payments:

- \$25 for office visits;
- \$30 for visit to specialist
- \$50 for urgent care
- \$150 for emergency room
- \$225 for outpatient surgery
- \$325 inpatient hospitalization

There is unlimited lifetime maximum benefit for in-network providers.

For out-of-network services, there shall be an annual deductible of \$400/\$800/\$1,200 for individual, two persons, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/\$8,000/\$12,000 respectively for individual, two persons, and family coverage. The maximum “out-of-pocket” expense associated with the out-of-network cost share is \$1,600/\$3,200/\$4,800 for individual, two persons, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

If two employees of the City are married to each other, one of the two may waive participation in the medical insurance program and be covered as a dependent under the others plan, subject to execution of a waiver that is satisfactory to the City and its insurance plan administrator, and subject to such conditions on reenrollment as the administrator requires and are permitted by law.

1 (b). Prescription Drug Benefits

Employees who enroll in the Open Access Plus (OAP) Plan shall enroll in the Express Scripts (ESI) Public Sector Three-Tier Prescription Drug Plan with co-payments of \$10 for generic drugs, \$30 for listed brand name drugs, and \$45 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. For non-participating

pharmacies, the plan pays 70% of the Express Scripts (ESI) allowance.

1 (c) Dental Plan

Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage associated with the above referenced medical plans is the Delta Dental Plan. The following shall apply to this plan:

- 100% and 50% coverage for services as listed in Appendix D.
- A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage. The deductible shall not apply to those services highlighted and underscored in Appendix D.
- A calendar year maximum of \$1, 000 per participant.

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

Section 2. Premium Cost Sharing.

Employee premium cost sharing shall be by payroll deduction and shall be as follows:

a. Medical. Each employee shall pay the following portion of the premium or premium equivalent for the above medical plans for the coverage of the employee and their eligible dependents who meet the criteria set forth in the insurance carrier's plan description:

Effective July 1, 2018:

Open Access Plus (OAP) Plan: 20%

Effective July 1, 2020:

Open Access Plus (OAP) Plan: 21%

b. Prescription. Each employee who is enrolled in the prescription plan shall pay 20% of the premium or premium equivalent.

c. Dental. Each employee who is enrolled in the dental plan shall pay 20% of the premium or premium equivalent.

d. The City shall provide a premium cost sharing plan on a pre-tax basis. The City shall also establish such planes) as are required to allow employees to elect participation in:

- i. flexible spending account for medical expense reimbursements; and/or

a dependent care assistance plan.

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

e. If the Board receives notice that the total cost of a group health insurance plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 49801, federal statute or federal regulation, during the terms of this contract, the Board and the Union will, upon request of the Board, engage in mid-terms negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act ("MERA").

Section 3. Life Insurance. The City shall provide, without charge to the employee, life insurance equal to one and one-half (1.5) times the annual base salary of the employee rounded up to the next one thousand dollars (\$1,000), provided that this amount does not exceed the rules of the City's designated life insurance carrier and plan. The City reserves the right to change carriers or plans, provided that the coverage amounts remain the same.

Section 3a. In addition to the life insurance provided in Section 3, employees may purchase, at the employee's cost, supplemental life insurance coverage, subject to the following conditions:

a. Supplemental life insurance shall equal the amount of the employee's annual base salary, rounded up to the next one thousand dollars (\$1,000).

Employees participating in supplemental life insurance coverage prior to the effective date of this Agreement, shall have the right to continue such coverage throughout the life of this Agreement. Deductions from the employee's pay for the total cost of this additional life insurance coverage shall be made in accordance with the employee's pay cycle.

Section 3b. Health and Wellness Incentive. Any employee who voluntarily participates in any health and wellness initiative offered by the City, as such initiatives may be offered from time to time, shall be eligible for an incentive payment or offer, which shall be set exclusively by the City. This provision shall not be subject to negotiation or the grievance procedure so long as participation in any health and wellness initiative remains voluntary.

Section 4. Change of Carrier. The City may elect to change insurance carrier(s)/administrator(s) during the life of this Agreement for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice and to discuss with the Union prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not "comparable" to the pre-existing

plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Union's notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties. The network of providers must be seventy-five percent (75%) of the network on July 1, 2008. The following shall be excluded in determining whether a plan is "comparable": out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan option that includes out-of-state reciprocal arrangements; claims processing; plan documents, definitions and wording.

The City may change a carrier or administrator of a plan (medical, dental, prescription) once each contract year.

Section 5. Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.

Section 6. In the event coverage becomes available through the State of Connecticut Insurance Plans, the Union and the City may at any time request the other party to enter into discussions regarding inclusion of the bargaining unit in such plans. Such discussions shall not constitute negotiations under MERA or Special Act 01-1.

Section 7. Those employees who are participating in the City's medical insurance plan at the time of retirement (as that term defined in Article VII, Section 7), and who are not eligible for Medicare at the time of retirement or for medical insurance coverage from another employer, shall be allowed to purchase such medical insurance plan as the City provides to its employees, as such plans may change from time-to-time and subject to the same conditions as may exist at any time for employees, until such time that the employee becomes eligible for Medicare or for medical insurance from another employer, whichever event occurs first. In order to continue to be eligible for coverage, retirees and their covered spouses must elect Medicare Part B upon becoming eligible for Medicare. The retiree may enroll his/her spouse at the time of retirement. Employees terminated for cause shall not be eligible for this benefit. Employees hired on or after 7/1/09 and who retire and elect continued coverage shall pay an additional 2% administrative fee bringing the total cost to 102% of the applicable cost of the plan.

Section 8. Retired employees or their spouses, who are eligible for Medicare at the time of retirement or become eligible for Medicare subsequent to retirement (as that term is defined in Article VII, Section 7), and has been participating in the City's medical plan prior to becoming eligible pursuant to the terms of this Article must enroll in both Medicare Part A and B and shall be responsible for any premiums for Medicare Part A and B in order to continue to be eligible for medical insurance and may purchase a Medicare Supplemental Program through the City provided the City offers such a Program on the date the employee becomes eligible for Medicare. To be eligible for the benefit, employees must opt into the Medicare Supplemental Program no longer than six (6) months (or less if the provider of the Program requires a shorter period of time) after becoming eligible for Medicare. Employees terminated for cause shall not be eligible for participation in this program. Employees hired on or after 7/1/09 and who retire and elect continued coverage shall pay an additional 2% administrative fee bringing the total cost to 102% of the

applicable cost of the plan.

Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

Section 9. For the purposes of the benefit plans set forth in this Article, “eligible dependent” shall be a spouse or child who meets the criteria set forth in the insurance carrier’s plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.

ARTICLE XV VACATION

Section 1. For purposes of this Article the phrase “vacation” shall refer to annual leave with pay; which annual leave shall be paid for at the employee’s normal rate of pay for one work day for each day of such leave.

Section 2. A 12-month employee shall be granted vacation time off according to the following schedules:

a. An employee who has completed six (6) months of service from the date of hire, in pay status, but less than one (1) year of service, in pay status, shall be entitled to vacation time off equivalent to one (1) work week upon successfully completing his probationary period;

b. An employee who has completed one (1) year of service from the date of hire, in pay status, but less than six (6) years of service, in pay status, shall be entitled to vacation time off equivalent to two (2) work weeks. However, no employee shall be entitled to three (3) work weeks of vacation time off in one school year because of the application of the provisions of subparagraph (a) above, and this subparagraph (b);

c. An employee who has completed six (6) years of service from the date of hire, in pay status, shall be entitled to vacation time of equivalent to three (3) work weeks during the school year that he/she will complete the six (6) years of service;

d. An employee who has completed seven (7) years of service from the date of hire, in pay status, shall be entitled to one day of vacation time off equivalent to one work day, in addition to the vacation provisions of subparagraph (c) hereof for each completed year of service in pay status subsequent to the sixth year until a maximum of four work weeks of vacation time off is attained; the vacation formula of this subparagraph (d) shall become operative during the school year that the employee will complete the said seventh, etc. year of service.

e. For the purpose of this Article, (and of the above subparagraphs, in particular) in the event that an employee is not in pay status for any period of time, then the time schedules prescribed in the above subparagraph for earning vacation time off shall be deferred for the period

of time that the employee is not in pay status.

f. For the purposes of this Article an employee shall be in pay status in any given month, provided that the employee is in pay status for at least 18 working days during that month.

g. Employees hired prior to April 9, 2003 shall accrue vacation time pursuant to the vacation accrual language of Article XVI, Section 2(a)-(d) of the 1997-2000 collective bargaining agreement attached hereto as Appendix C.

h. The Board may convert paid time off accruals to a unit consistent with operation of the City's/Board's recordkeeping and/or payroll system, as the same may be revised from time-to-time. The accrual unit may be calculated each year based on the number of scheduled school days.

Section 3. An employee shall be granted his/her vacation time off by seniority preference subject to the demands of service. Employees must take vacation at times when school is not in session and must take his/her vacation time off in blocks of at least five (5) consecutive working days unless the employee receives prior approval of the Superintendent of Schools or his/her designee (which prior approval should be based on a request by the employee to the Superintendent of Schools or his/her designee made at least one (1) week, prior to the effective date of the request) to take a lesser period of time as vacation time off. The aforesaid one-week "prior request" provision may be waived by the Superintendent of Schools or his/her designee under the exceptional circumstances.

Three-week's vacation time off may be deferred into a succeeding school year and accumulated by a 12-month employee with the approval of the Superintendent of Schools or his/her designee. Such approval shall not be unreasonably denied by Superintendent of Schools or his/her designee.

Section 4. A 12-month employee may elect to receive his/her vacation pay up to a maximum of two (2) weeks in lieu of taking the paid time off he/she is entitled with the permission of his/her supervisor.

Section 5. When a 12-month employee's services are terminated by the Board of Education because of death, resignation, or otherwise, vacation pay shall be granted to such employee in accordance with the vacation entitlement earned by him/her as per the provisions of Section 2, subparagraphs b, c, d, or e hereof, plus any approved deferred vacation, which deferred vacation is prescribed by Section 3 hereof.

Section 6. In lieu of vacation days, 10-month employees shall be paid an amount equal to 5 regularly scheduled work days for the December recess and the same amount for the spring recess, regardless of the length of the designated recess.

ARTICLE XVI AUTO USAGE

Section 1. The Superintendent of Schools and his/her designee shall establish a list of

“Automobile Travel Allowance” of personnel required to use their own private automobiles in the performance of their duties. Such personnel shall be reimbursed at the most current I.R.S. mileage reimbursement rate.

Section 2. Each employee who is reimbursed for auto usage shall transmit to the Department of Finance a copy of the Certificate of Insurance covering his/her private auto indicating the name of the insurance company and agent, and amounts of coverage for bodily injury in the amounts of at least \$100,000.00 per person, and \$300,000.00 per occurrence, and property damage liability in amounts of at least \$20,000.00 per occurrence, or a combined single limit of \$300,000.00. The City of Waterbury shall be listed as an additional insured on said liability insurance. Failure of the employee to transmit said Certificate to the Department of Finance within thirty (30) days of receipt by the employee of authorization to receive reimbursement pursuant to Section 1 or within thirty (30) calendar days of the renewal of the underlying insurance policy shall be grounds to terminate authorization to utilize private auto and any prior reimbursement claimed.

Section 3. Each employee shall be provided parking at no cost as long as the work force continues to be contained at the present site at Church Street and parking is available to the City. Nothing in this section shall be construed as requiring the City to remove parking from any other group of bargaining-unit employees to accommodate the parking needs of this bargaining unit.

ARTICLE XVII LONGEVITY

Section 1. Employees who were receiving longevity payments prior to the date of this Agreement shall continue to receive longevity payments with the amount frozen at the last longevity amount received. There shall be no further increases in any employee’s longevity amount for the duration of his/her employment.

Section 2. No current or future employee who was not receiving longevity pay prior to the date of this Agreement shall become eligible for or receive any longevity pay.

Section 3. Longevity payments, as hereinbefore prescribed, shall be paid to employees in their regular paycheck on the first pay period of the month of December in each calendar year. The parties agree that the inclusion of the longevity payment in the employee’s regular pay shall be subject to the normal withholdings and deductions and shall not be treated as a bonus.

ARTICLE XVIII DISCIPLINARY ACTION

Section 1. No employee who has completed his/her probationary period shall be removed, dismissed, discharged, suspended, demoted or disciplined in any manner except for just cause. If any employee is disciplined, and, in the judgment of such employee action is taken by the Board without just cause, he/she may file an appeal in writing in accordance with the grievance procedures outlined in Article VIII.

Section 2. The Board and/or the Superintendent or his/her designee shall have the exclusive authority to terminate any employee for just cause.

Just cause for discharge shall include but not be limited to the following offenses:

- a. Insubordination
- b. Conviction of a felony or a misdemeanor involving moral turpitude.
- c. Willfully giving false statement to supervisors, officials, the public or the Board of a serious nature.
- d. Discovery by the Board of a false statement in an application.
- e. Refusal to be examined by a Board authorized medical physician when so directed by the Board.
- f. Inefficiency, misconduct or inability to perform the work of the position satisfactorily.
- g. Tardiness in excess of 15 minutes on four (4) separate occasions during a school year;
- h. Unauthorized leaves of absence, which are defined as leaves taken which are not pursuant to contract, law or written approval of the Superintendent of Schools or his/her designees, in excess of a total of four (4) days in a school year;
- i. Unsatisfactory work performance;
- j. Action or conduct detrimental to the program(s) or students in the program(s) or the Board in general;

ARTICLE XIX PENSION AND RETIREMENT

Section 1. Employees of this bargaining are covered under the Federal Social Security Act. The Employee will contribute the federally required amount.

Section 2.a. Employees shall be entitled to participate in the City's 403b or the 457 Plan, as those Plans may change from year-to-year.

Section 2.b. Employees hired prior to October 1, 2014 shall be provided an open enrollment fair and period for purposes of participating in either the 403b or the 457 Plans as referenced above and on an annual basis.

Section 2.c. New hires shall upon successful completion of their probationary period shall have the option to enroll in either the 403b or 457 Plans. Thereafter, said employee shall be eligible to participate in the annual open enrollment referenced in Section 2.b.

Section 2.d. The employer is not obligated to make any contribution to either the 403b or the 457 Plans.

ARTICLE XX EDUCATION

The Board agrees to train Employees who are required by the Board to start using updated/new software.

ARTICLE XXI SAFETY AND QUALITY OF WORK LIFE

Section 1. The Union shall appoint One (1) member to serve as a representative on the Waterbury Board of Education Executive Safety Committee. The Union shall provide notification to the Committee Chair upon initial appointment and any subsequent changes.

Section 2. The Union shall appoint One (1) member to serve as a representative on any building safety committee so long as the building is one in which at least one (1) member of this Union is assigned. The Union shall provide notification to the chair and/or organizer of the building safety committee regarding the union representative appointed and any subsequent changes.

ARTICLE XXII DURATION OF CONTRACT

Section 1. This Agreement shall be effective July 1, 2018, unless a different effective date is prescribed in this Agreement for any section or article of this Agreement and shall remain in effect through June 30, 2022.

Section 2. The parties agree that this Agreement, or any successor Agreement renewed per the terms of Section 1 hereof, may be terminated prior to the termination date prescribed by Section 1 of Article II, in the event that the Board does not receive adequate funds, or receives a reduced amount of funds or if the funds previously allocated are cut or terminated; which funds are received from state and/or federal sources as delineated in Section 2 hereof and which funds are utilized to carry on those educational programs which are described in the Preamble.

Section 3. Upon termination or reduction of grant funds, there will be no residual liability on the part of the City of Waterbury to make payments under this Agreement.

IN WITNESS HEREOF, the parties have hereunto caused their hands and seals to be signed on this day _____ of _____. 20____

WITNESS

WATERBURY BOARD OF EDUCATION

BY: _____

WITNESS

UPSEU Local 424-Unit 69

WITNESS:

UPSEU

Kevin E. Boyle, Jr.
UPSEU President

APPENDIX A

- o Accountant 1
- o Accountant 2
- o Bilingual Language Assessor Manager
- o Bilingual Receptionist
- o Bookkeeper
- o Business Administrative Assistant
- o Center Assessment Facilitator
- o Clerical
- o Community Liaison
- o Computer Technician Master
- o Data Entry Clerk
- o Facilitator
- o Grant Coordinator Facilitator
- o Guidance Counselor
- o Instructor
- o Language Assessor Manager
- o Network Administrator
- o Network Specialist
- o Office Manager
- o Payroll Clerk
- o Secretary I
- o Secretary II
- o Secretary III
- o Senior Network Specialist
- o Tech Center Coordinator Facilitator

APPENDIX B

Hiring Rates for Secretary Positions During the Term of the Agreement

Effective Date	Position	Hiring Hourly Rate
7/1/2018	Secretary I	\$14.03
	Secretary II	\$15.40
	Secretary III	\$16.39
7/1/2019	Secretary I	\$14.38
	Secretary II	\$15.79
	Secretary III	\$16.80
7/1/2020	Secretary I	\$14.74
	Secretary II	\$16.18
	Secretary III	\$17.22
7/1/2021	Secretary I	\$15.04
	Secretary II	\$16.50
	Secretary III	\$17.56

APPENDIX C

July 1, 2005 – June 30, 2008

ARTICLE XV VACATION

Section 1. For purposes of this Article the phrase “vacation” shall refer to annual leave with pay; which annual leave shall be paid for at the employee’s normal rate of pay for one work day for each day of such leave.

Section 2. An employee shall be granted vacation time off according to the following schedules:

a. An employee who has completed six (6) months of service from the date of hire, in pay status, but less than one (1) year of service, in pay status, shall be entitled to vacation time off equivalent to one (1) work week within the second six (6) months of his/her service;

b. An employee who has completed one (1) year of service from the date of hire, in pay status, but less than five (5) years of service, in pay status, shall be entitled to vacation time off equivalent to two (2) work weeks. However, no employee shall be entitled to three (3) work weeks of vacation time off in one school year because of the application of the provisions of subparagraph (a) above, and this subparagraph (b);

c. An employee who has completed five (5) years of service from the date of hire, in pay status, shall be entitled to vacation time of equivalent to three (3) work weeks during the school year that he/she will complete the five (5) years of service;

d. An employee who has completed six (6) years of service from the date of hire, in pay status, shall be entitled to one day of vacation time off equivalent to one work day, in addition to the vacation provisions of subparagraph (c) hereof for each completed year of service in pay status subsequent to the fifth year until a maximum of four work weeks of vacation time off is attained; the vacation formula of this subparagraph (d) shall become operative during the school year that the employee will complete the said seventh, etc. year of service.

e. For the purpose of this Article, (and of the above subparagraphs, in particular) in the event that an employee is not in pay status for any period of time, then the time schedules prescribed in the above subparagraph for earning vacation time off shall be deferred for the period of time that the employee is not in pay status.

f. For the purposes of this Article an employee shall be in pay status in any given month, provided that the employee is in pay status for at least 18 working days during that month.

Section 3. An employee shall be granted his/her vacation time off by seniority preference, throughout a subject year, subject to the demands of service. Any employee must take his/her vacation time off in blocks of at least five (5) consecutive working days unless the employee receives prior approval of the Superintendent of Schools or his/her designee (which prior approval should be based on a request by the employee to the Superintendent of Schools or his/her designee made at least one (1) week prior to the effective date of the request) to take a lesser period of time

as vacation time off. The aforesaid one-week “prior request” provision may be waived by the Superintendent of Schools or his/her designee under the exceptional circumstances.

TARA L. SHAW
DIRECT (203) 805-6864

SECOR, CASSIDY & MCPARTLAND, P.C.
ATTORNEYS AT LAW
41 Church Street
Waterbury, CT 06723-2818

TSHAW@CTLAWYERS.COM

MEMORANDUM

To: Waterbury Board of Education
Date: July 8, 2019
Re: UPSEU Local 424 – Unit 68 (Classroom Assistants) Negotiated Successor Contract
for Discussion and Consideration

Negotiations leading to a successor collective bargaining agreement (“Contract”) between the UPSEU Local 424 – Unit 68 (Classroom Assistants) and the Waterbury Board of Education (“BOE”) under the Municipal Employee Relations Act have concluded with a tentative agreement reached after mediation with a state assigned mediator. The tentative agreement is being submitted for your discussion and consideration. This submission also includes a summary of the changes to the Contract.

This Unit is comprised entirely of grant funded positions. The contract protects the BOE’s right to eliminate positions if grant funding is reduced or eliminated.

Duration: July 1, 2018 – June 30, 2022.

Wages (Article XIII):

2018-19(Year 1): 0% GWI
Projected cost of Year 1 = \$0 (wage freeze)

2019-20(Year 2): 2.5% GWI
Projected cost of Year 2 = \$32,173

2020-21 (Year 3): 2.5% GWI.
Projected cost of Year 3 = \$32,977

2021-22 (Year 4): 2.0% GWI
Projected cost of Year 4 = \$27,041

Total Percentage Increase of wage package over 4 years = 7.0%

This represents an average increase of 1.75% per year which is consistent with the average for recently negotiated settlements as indicated by the CCM data.

Total projected payroll increase by year 4 = \$92,190

Insurance (Article XIV): Employee Premium cost share and co-pays for certain services increase beginning in Year 3.

Additional contract changes are listed below:

- **Article III:** Changes to reflect Supreme Court decision prohibiting compulsory agency fees for non-members.
- **Article IV, § 8 (New Language):** Language clarifying that the work year for unit members is derived from the school calendar in any given year.
- **Article VII, § 5:** Revised wording within funeral leave provision to allow allotted leave to be taken on non-consecutive days.
- **Article VII, § 13:** revised language governing members' work obligations on teacher professional development days.
- **Article VII, § 16:** Added Contract provision addressing workers' compensation benefits. Specifically, included language that is consistent with other City and Board contracts regarding the maximum length of time (18 Mos.) that an employee can remain unable to return to full-duty.
- **Article VIII, § 2, step 3:** elimination of Board level/Step 3 of the grievance process and allows union to proceed to arbitration if a grievance is unsatisfactorily resolved at Step 2 (Superintendent's level).
- **Article VIII:** Multiple changes eliminating the reference to AAA and ADR (private arbitration services).
- **Article XIII, § 5 (New Language):** Mandatory Direct Deposit by January 1, 2020.
- **Article XIV, § 3b:** extends health and wellness incentive programs to members of this unit.
- **Article XXI, § 2 (New Language):** Board to provide necessary supplies related to changing diapers.
- **Article XXI, § 3 (New Language):** Adds a severability provision in the contract so that if one provision is deemed unenforceable, the remaining provisions of the contract are still enforceable.

COLLECTIVE BARGAINING AGREEMENT

By and Between

Waterbury Board of Education

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
WATERBURY BOE
CLASSROOM ASSISTANTS, Local 424 - Unit 68**

July 1, 2018 through June 30, 2022

COLLECTIVE BARGAINING AGREEMENT

By and Between

Waterbury Board of Education

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION
WATERBURY BOE CLASSROOM ASSISTANTS, Local
424 - Unit 68

July 1, 2018 through June 30, 2022

Table of Contents

	<u>PAGE</u>
<u>ARTICLE I</u> <u>RECOGNITION</u>	1
<u>ARTICLE II</u> <u>MANAGEMENT RIGHTS CLAUSE</u>	1
<u>ARTICLE III</u> <u>DUES CHECKOFF</u>	2
<u>ARTICLE IV</u> <u>HOURS OF WORK, WORK ASSIGNMENTS,</u> <u>HIRING, DISCHARGE AND PROBATION</u>	3
<u>ARTICLE V</u> <u>SENIORITY</u>	4
<u>ARTICLE VI</u> <u>JOB SECURITY</u>	5
<u>ARTICLE VII</u> <u>LEAVE PROVISIONS</u>	5
<u>ARTICLE VIII</u> <u>GRIEVANCE PROCEDURE</u>	7
<u>ARTICLE IX</u> <u>HOLIDAYS</u>	10
<u>ARTICLE X</u> <u>PRESERVATION OF RIGHTS</u>	11
<u>ARTICLE XI</u> <u>UNION ACTIVITIES</u>	11
<u>ARTICLE XII</u> <u>NO STRIKE OR LOCKOUT</u>	12
<u>ARTICLE XIII</u> <u>WAGES</u>	12
<u>ARTICLE XIV</u> <u>INSURANCE</u>	12
<u>ARTICLE XV</u> <u>VACATION</u>	17
<u>ARTICLE XVI</u> <u>AUTO USAGE</u>	17
<u>ARTICLE XVII</u> <u>LONGEVITY</u>	17
<u>ARTICLE XVIII</u> <u>SUMMER JOB OPPORTUNITIES</u>	18
<u>ARTICLE XIX</u> <u>EDUCATION INCENTIVES</u>	18
<u>ARTICLE XX</u> <u>MISCELLANEOUS</u>	18
<u>ARTICLE XXI</u> <u>DISCIPLINE</u>	19
<u>ARTICLE XXII</u> <u>PENSION AND RETIREMENT</u>	19
<u>ARTICLE XXIII</u> <u>SAFETY</u>	20
<u>ARTICLE XXIV</u> <u>DURATION</u>	20
<u>APPENDIX A</u>	22

ARTICLE I RECOGNITION

Section 1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for the employees, whose positions are Classroom Assistant and Bus Driver, for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment the C.S.B.L.R. in Case No. ME-30757. These employees are employed by the Board in connection with the administration and implementation of grant funded educational programs. The Board and the Union specifically agree that these positions are paid for and funded by federal and or state grants.

Section 2. DEFINITIONS -For purposes of this Agreement, the following terms shall have the following meaning:

- a. "Board" shall mean the Board of Education, City of Waterbury;
- b. "Employee" or "Employees" shall mean those personnel who are members of the bargaining unit certified by the C.S.B.L.R. Subject to provisions of Article II, Section 2 hereof, the parties further agree that the term "employee" or "employees" does not include Supervisors, Licensed Teachers, Coordinates, Substitute or Part-Time Aides employed in the Grant Programs or any other personnel employed by the Board of Education.
- c. The term "in pay status" as used in this Agreement shall be defined to embrace the following situation: an employee is receiving compensation (e.g. workers' compensation or vacation pay or paid sick leave or other paid leave) from the Board.
- d. The word "parties" shall be defined to mean, unless the contract clearly indicates otherwise, the Board and the Union.
- e. The term "school year" shall mean, unless the contract clearly indicates otherwise, the period from July 1 of a given year through June 30 of the next succeeding year.

ARTICLE II MANAGEMENT RIGHTS CLAUSE

Section 1. Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:

- a. the right to prescribe and enforce reasonable work rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Prior to the

promulgation of new or modified rules and regulations, the Board shall meet with the Union to discuss them and shall give due consideration to the Union's recommendations concerning same. The City shall bargain over the impact, if any, of the Board's decision;

b. the right to assign work to employees, including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification;

c. the right to create job descriptions and revise existing job descriptions as deemed necessary, with such procedures for the applicable rate of pay as are required by Article I, Section 3 of this Agreement;

d. the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized;

e. the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;

f. the right to establish or continue policies, practices and procedures for the conduct of City business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the City's obligation to bargain over the impact, if any;

g. the right to layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons;

h. the right to discontinue services, positions, operations or programs in whole or in part; and

i. the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the Board, it can be done more economically, effectively or expeditiously as a result of such action.

ARTICLE III DUES CHECKOFF

Section 1. All employees covered by this Agreement who have submitted a Union membership application shall pay dues to the Union. The Union agrees to defend and hold the Board harmless as the result of any claim by an employee arising from the provisions of this section.

Section 2. The Board agrees to make arrangements with the Payroll Department of the City of Waterbury to deduct from the paycheck of each Union member, a sum certified in proper form in writing by the Local Secretary or other authorized official of the Union, which sum is specified to be Union dues.

Section 3. These deductions will be made bi-weekly on the same payday of each month, as specified by the Board and the Grants Payroll Office of the Board and agreed to by the Union, during the ten-month period from September of a given calendar year through June of the next succeeding calendar year in an amount which represents 1/10th of the annual union dues; that is, each monthly deduction shall be an amount which is the equivalent of one-tenth of the annual union dues. In the event that Agency Fee union deductions become permissible by State and/or Federal Law, the parties agree that the Employer shall deduct the designated Agency Fee amount as provided in writing by the Union. The parties further agree that such Agency Fee union deductions shall be remitted to the Union either weekly, bi-weekly or on a monthly basis.

Section 4. The Employer shall provide the UPSEU Labor Relations Representation in writing via email within ten (10) school days the following information as it relates to new hires: 1) first and last name; 2) available contact information and 3) rate of pay.

Section 5. The Union shall be provided an opportunity to meet with new employees during the course of any employment orientation program for new employees. Where such an orientation program does not exist, the Union shall be provided an opportunity to meet new employees during the first month of a new hire's appointment either on employee time, or for such new employees who have a paid lunch, at a convenient time during the workday, but shall not exceed thirty (30) minutes.

ARTICLE IV HOURS OF WORK, WORK ASSIGNMENTS, HIRING, DISCHARGE AND PROBATION

Section 1. Subject to the right of the Board to alter the hours of work because of bona fide reasons, the hours of work for employees covered by this Agreement shall be seven (7) hours per day inclusive of a paid one-half hour lunch break for Classroom Assistants) based upon a five (5) day work week. The Board or Superintendent or his/her designee retains the exclusive right to schedule the hours worked in any workday. The work year shall be determined annually by the Board and may include at least four (4) non-instructional days to be scheduled at the Board's discretion.

Section 1a. Employees shall be paid for actual hours worked and shall not be paid for anytime not at work (e.g., tardiness or absences) unless paid pursuant to authorized paid leave set forth in this Agreement.

Section 2. The right and authority to hire employees, to transfer and/or assign employees to programs, and to make work schedules, including starting and stopping hours, to change the work year, work week, or daily work hours, and to make work

assignment schedules, is vested exclusively in the Board, the Superintendent of Schools or his/her designee.

Section 3. In all cases of determining an employee's qualifications for a job assignment within any of the programs, the final judgment rests with the Board and/or Superintendent of Schools or his/her designee. Any employee deemed unqualified shall be entitled to hear from the Superintendent of Schools or his/her designee, with or without the presence of his/her steward as he/she may desire, the reasons why he/she has been adjudged unqualified.

Section 4. Any employee hired for a position covered by this Agreement shall work a probationary period of six (6) months. During the probationary period, the employee shall have no seniority entitlement (which seniority entitlement is prescribed in Article V hereof) and shall have no right or recourse to the Grievance procedure, prescribed in Article X hereof. Such employee, upon successful completion of the said probationary period shall acquire seniority back to his/her original date of hire. The Board may extend the probationary period up to the amount of lost time during the first six (6) months. The Board may unilaterally extend an employee's probation for up to an additional three (3) months at its sole discretion.

When an employee finishes his/her probationary period, then in the event he/she is discharged, he/she shall have recourse to the grievance procedure at the second step thereof. In the case of an attempt to file a grievance by an employee who has completed his/her probationary period and whose services have been terminated, the fact of termination or cutback in funding under the grant program, and/or change in the program by the Board, shall be a complete and valid defense by the Board and the Parties agree that such a matter is not grievable matter under this Agreement.

Section 5. In the event a bargaining unit member works in excess of forty (40) hours in a work week, the employee shall be compensated at the overtime rate of one and one-half (1 1/2) times his/her hourly rate of pay for all hours worked in excess of forty (40) hours in accordance with the Fair Labor Standards Act.

Section 6. Prior to the implementation of final decisions regarding changed responsibilities of employees in these Units, such personnel shall be informed. In any disagreement regarding changes in duties, employees shall have recourse to established grievance procedures, as prescribed by this Agreement.

Section 7. Employees shall be compensated at their regular hourly rate up to a maximum of four hours each year for required attendance at the annual "Open House" teacher/parent conferences during the school year.

Section 8. The ten-month employees' work schedule is directly related to the school year and the academic year. It is agreed that these employees shall be required to work only the days that the schools are scheduled to be in session plus a possible additional day or two either before or after the close of the academic year. The Board will pay the said ten-month employees for all hours actually worked.

ARTICLE V SENIORITY

Section 1. Seniority will be defined as an employee's total length of service since his/her most recent date of hire with the Board of Education in a bargaining unit for which UPSEU Local 242 or the Union is recognized as the bargaining representative.

Section 2. The Board shall provide annually a list of employees, showing their most recent dates of employment, and their seniority on or before September 1.

Section 3. For the purpose of layoffs, seniority shall be defined as an employee's total length of service in the classification within the bargaining unit. In the event of a lay-off employees shall be laid off in the reverse order of seniority, within each classification with their bargaining unit.

Section 3(a). In the event of layoff, those employees with the least seniority in the bargaining unit shall be laid off first provided the more senior employees have the ability to perform the required work. Employees shall have the right to bump less senior employees in previously held lower classifications provided they are qualified and immediately capable of performing the required work, as determined by the Board.

Section 4. Laid-off employees shall have recall rights for two (2) complete years from their date of lay-off, or for a period equal to their length of seniority, whichever period is shorter.

a. No new employee(s) shall be hired into a classification while employee(s) are on layoff with recall rights to the same classification.

Section 5. Any job or position openings in the bargaining unit shall be posted for a period of five (5) working days. Employees interested in bidding for the job openings will notify the Office of Educational Grants in writing prior to the expiration of the five (5) days.

a. In determining the granting of a request for assignment to job or position openings, the Superintendent or his/her designee shall consider the following:

1. The qualifications of the employee.
2. Seniority.
3. Experience in the building.
4. The needs and educational interests of the School District.

Section 6. Any provision of Article V shall not be construed to be in conflict with

the federal/state grant requirements. The employer and the Union will meet to attempt to resolve conflicts, should they arise.

Section 7. When an employee, who was previously eligible for benefits, transfers from another bargaining unit not represented by UPSEU Local 424 to this bargaining unit, with no break in service, then he/she brings with him/her the years of service credit for vacation and longevity time and sick bank. This credited service does not count towards layoff, seniority, or bumping rights.

ARTICLE VI JOB SECURITY

Section 1. Subject to Civil Service rules and regulations, incumbent employees within the bargaining unit shall be retained with full seniority and other rights and benefits under the Agreement, should the City of Waterbury assume administration of the Office of Educational Grants and other programs under its jurisdiction. The City shall retain all the rights and privileges set forth in this agreement, including management rights.

Section 2. At any time during the terms of this Agreement, the City shall have the right, pursuant to applicable law, to require that the Civil Service Commission administer the hiring and promotion of bargaining unit positions. The Board shall have the obligation to bargain with the Union over the impact of such decision as required by applicable law.

ARTICLE VII LEAVE PROVISIONS

Section 1. For the purposes of this Article, sick leave is defined as absence from work because of non-service connected illness or injury or absence from work for medical or dental treatment which cannot be scheduled during the employee's non-working hours. Sick leave shall be granted without loss of the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 2 hereof. Loss of time from work occasioned, or necessitated, by maternity disability may be considered to be sick leave as defined herein.

Section 2. Employees shall be credited with sick leave eligibility, as hereinafter noted, for each complete calendar month in pay status during the months September through June and shall carry forward unused sick leave accumulated. The sick leave eligibility for employees shall be one and one-quarter (1 1/4) days per month for each month of the school year that the employee is in pay status. Employees must be in pay status on all of the school days in a given month (except for 2 days) in order for that employee to be entitled to receive the one and one-quarter (1 1/4) days of sick leave entitlement for that month that school is in session. The said unused sick leave carried forward to this Agreement together with the sick leave eligibility accrued in accordance with the formula prescribed herein shall be limited to 100 days. Employees may take sick time in minimum increments of 1 hour.

The Board may convert paid time off accruals to a unit consistent with operation of the City's/Board's recordkeeping and/or payroll system, as the same may be revised from time-to-time. The accrual unit may be calculated each year based on the number of scheduled school days.

In the event that an employee suffers a prolonged and serious physical illness or injury and has used all of his sick leave and personal leave, employees may donate up to ten (10) sick days each per school year. The total number of sick days donated to an employee may not exceed sixty (60) sick days over the course of his employment. Donated sick days may not be used during the first twenty (20) work days of an absence.

Section 3. An acceptable medical certificate signed by a licensed physician may be required of an employee by his/her department head to substantiate a request for sick leave for the following reasons: paid vacation period prescribed by Article XV, hereof);

- a. any period of absence consisting of more than three (3) consecutive work days;
- b. To support a request for such leave during annual leave (i.e., during the paid vacation period prescribed by Article XV, hereof);
- c. Any absence from work if previous absences from work occur frequently, habitually, or abusively (e.g., absences occurring immediately before or after weekends, holidays, and other time off) provided that prior to the absence, the employee has been warned in writing, or notified, by his/her department head, that such certification will be required.

Section 4. In each instance encountered, each employee shall be granted leave of up to three (3) working days without loss of pay. For the purpose of this section, the phrase "immediate family" shall include the following: spouse, child, mother, father, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, sister, brother, step-parents, step-children, brother-in-law, sister-in-law, or any foster parent/child or any relative domiciled in the employee's household.

In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the employee's home who shall be considered immediate family) of the employee, one (1) day of Funeral Leave with pay, if necessary to attend the funeral of such relative shall be granted to the employee. For purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.

In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.

The employee must notify the Board as to the date or dates he will be on Funeral Leave. When the employee returns to duty he shall provide to the Board all pertinent

information as requested on the Funeral Leave Forms provided by the Board.

Section 5. An employee may be granted a leave of absence without pay by the Board (e.g., maternity leave) in accordance with the Family Medical Leave Act, 29 USCS § 2612, as amended and the City's policy effect on July 1, 2014.

Section 6. An employee who has exhausted his/her sick leave may request in writing an advance of additional sick leave. Such request shall be reviewed by a committee of three, consisting of the Superintendent of Schools, his/her designee and a member of the Board of Education: which committee shall consider the employee's record as a whole including his/her length of service and his/her use and/or abuse of sick leave privileges in the past. In no event shall the committee approve advance sick leave in excess of twenty (20) working days for anyone request. The committee's decision regarding such request shall not be subject to the grievance procedure. An employee who is granted advance sick leave shall be required to sign a wage deduction authorization form and related promissory note to ensure the advance is repaid.

Section 7. In the event of retirement (as retirement is hereinafter defined) or death, an employee, or the employee's estate, shall receive, as terminal pay, one-half (1/2) of his/her then accumulated sick leave valued at the applicable rates in use at the time of death or retirement. For the purpose of this Section, an employee will be deemed to have retired if he resigns from employment after attaining twenty-five (25) years of service and fifty-five (55) years of age or fifteen (15) years of service and sixty-five (65) years of age. Neither an employee terminated for cause nor an employee hired or rehired after April 10, 2003 shall be entitled to this benefit.

Section 8. Each employee who was an employee on September 10th of the pertinent school year shall be granted three (3) personal days as days off with pay, within the school year subject to the demands of service as determined by the Superintendent of Schools or his/her designee, provided the employee is an employee (as defined in this Agreement) on the date of the personal day and provided, further, that he/she satisfactorily completed his/her probationary period as a new employee. Unused personal days may not be carried over to the following year. Except in an emergency situation, a request for the personal day shall be made by the employee to the Superintendent of Schools or his/her designee at least one week in advance of the date requested for the personal day.

Section 9(a). Jury Duty. An employee who is summoned and reports for jury duty (examination as a prospective juror and/or actual service as a juror) as prescribed by applicable law shall be paid a jury duty pay, an amount equal to the length of his/her necessary absence from work during his/her normal work day hours multiplied by his/her regular straight time hourly rate of pay for a maximum of seven (7) hours in any day, less any statutory juror fees received by the employee.

Section 9(b). In order to be eligible for jury duty pay, prescribed by Section 9(a) hereof, an employee:

- a. must have been scheduled to work on that day;
- b. must immediately notify the Superintendent of Schools or his/her designee after receipt of notice of report to jury duty;
- c. must have reported for work on any day during the period of jury duty when he/she was not necessarily absent from work on account of jury duty;
- d. must furnish a certificate of jury service showing the time of reporting and the time of dismissal on each day for which jury duty is claimed and the amount of all statutory juror fees received by him/her.

Section 9(c). The provisions of Section 9 (a) and (b) hereof shall not apply in cases of any jury duty on a Saturday or Sunday or any day that the employee is not regularly scheduled to perform work because of a school recess or otherwise.

Section 10. If a member of the unit is absent because of illness due to a communicable disease (i.e. mumps, measles, chicken pox, conjunctivitis and mononucleosis) traceable to contact made in school, the absence shall not be charged against his/her annual or accumulative sick leave.

Section 11. In the event of a snow day or other school day when school is called off, employees may make one of the following elections:

- To take a personal day (if available), or
- To be paid in advance for the make-up day (regardless of when it may be scheduled). If the employee elects to be paid in advance and does not come into work on the scheduled make up day, then the employee shall not be eligible for any paid time off (i.e., vacation, sick or personal) for the make-up day regardless of the employee's reason for not coming into work; or
- To take the day without pay and be paid instead for the make-up day whenever it occurs.

"Snow days" are defined as days when schools are closed due to severe snow conditions.

Section 12. In the event of an early dismissal, employees shall be paid for a full work day. The Board retains the right to require employees to remain working until all students have left the school.

Section 13. In the event of a professional in-service day for teachers, employees shall, at the discretion of the Board, participate in Board scheduled training if relevant to the bargaining unit, or receive the day off with pay.

Section 14. When an employee's services are terminated by the Board because of death or retirement, vacation pay shall be granted to such employee in accordance with the vacation entitlement under this Agreement. The Board shall make such payment not later than the next regularly scheduled paycheck following the effective date of termination. For purposes of this Section, an employee will be deemed to have retired if he resigned from employment after attaining twenty-five (25) years of service and fifty-five (55) years of age or, fifteen (15) years of service and sixty-five (65) years of age. An employee terminated for cause shall not be entitled to this benefit.

Section 15. The Board shall grant military leave pursuant to State and Federal Law.

Section 16. Work-Related Illness or Injury. An employee injured in the performance of and during the course of her/his employment with the Board, shall be paid benefits in accordance with the Connecticut Workers' Compensation Act.

If at any time during the period of an employee's injury leave or thereafter, the Board receives a medical report from a treating physician which states that the employee is permanently unable to perform the essential functions of his/her position, the Board may terminate the employee from service following a pre-termination hearing. The Union may appeal such decision subject to an arbitrary and capricious standard.

If eighteen (18) months from the date of the work-related illness or injury, the employee is unable to return to full duty, the City may separate the employee from employment. The Union may appeal such decision subject to an arbitrary and capricious standard.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. The most effective accomplishment of an employee's work for the Board requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the Board to address the grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after formal appeal and review.

Section 2. Any employee who has a complaint that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement or of a condition affecting his/her health or safety, may process a grievance in accordance with the procedures specified herein and shall have the right to have Union representation present at any step in the grievance procedure if he/she so desires.

Step 1: An employee with the Union shall first present his/her grievance to the coordinator of the Program in which the employee is employed within ten (10) calendar days of the occurrence giving rise to the grievance. The coordinator shall make careful inquiry into the facts and circumstances of the complaint in an attempt to resolve the problems promptly and fairly. He shall give his answer to the employee and the Union within five (5) working days from the time the grievance is submitted to him.

Step 2: Any employee with the Union who is dissatisfied with the decision of his/her coordinator may submit the grievance in writing to the Superintendent of Schools or his/her designee with a copy to the Union within five (5) working days of the receipt of the coordinator's answer under Step 1. The Superintendent of Schools or his/her designee shall make such investigation and conduct such hearings as it deems necessary and inform the employee and the Union in writing, of his decision and the reasons therefore within ten (10) working days subsequent to the date of his receipt of the grievance.

Step 3: If the Union is dissatisfied with the Superintendent's decision in Step 2, then either the Union or the Board may within fifteen (15) calendar days of the issuance of the decision in Step 2, request, in writing, (with a copy of the request to be sent to the other party) the mediation services of the Connecticut State Board of Mediation and Arbitration.

Step 4: In the event that either party exercises its right to mediation and mediation does not resolve the dispute or in the event that neither party exercises its right to mediation, and the grievance is not resolved within twenty (20) days of the filing of the Step 3 notice, then either the Union or the Board may request, in writing, (with a copy of the request to the other party) that the Connecticut State Board of Mediation and Arbitration provide arbitration service. The written request for arbitration service must be made within ten (10) calendar days of the receipt of notification from the Mediator that the Mediator is unable to resolve the grievance by means of his or her Mediation Service. If no such intention to seek arbitration of the grievance is received by the Board or by the Union from the other party, as the case may be, within the said 10-day period, the grievance shall be considered settled on the basis of the disposition given in writing by the Superintendent at Step 2.

Section 3. All questions submitted to arbitration under the terms of this Agreement shall be submitted in accordance with the rules and regulations, then prevailing, of the Connecticut State Board of Mediation and Arbitration.

Section 4. The Arbitrator or Arbitration Panel shall have no power to add to, subtract from or modify any of the terms of this Agreement.

Section 5. The Arbitrator's award shall be made in writing and shall be rendered within the time limit prescribed by the then current rules of the Connecticut State Board of

Mediation and Arbitration. The decision of said arbitrator shall be final and binding on both parties and on all employees.

Section 6. Any expenses incidental to mediation and/or arbitration shall be borne equally by both parties although each party shall be responsible for its own legal fees associated with mediation and/or arbitration.

Section 7. Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the Board's representatives to answer the grievance in the time limits established in the preceding Sections presumes that the claim made in the grievance is denied and may be processed to the next step.

Section 8. The parties agree that all notices and other documents involved in the Grievance Procedure beyond Step 2 must be e-mailed or sent by Certified mail, return receipt requested.

ARTICLE IX HOLIDAYS

Section 1. The following days are hereby designated as holidays and they shall be paid for, at the employee's normal rate of pay for one work day, under the following conditions when not worked

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day

Section 2(a). For each year of this Agreement, the Board shall have the discretion to select the dates on which Lincoln's Birthday and Washington's Birthday shall be celebrated.

Section 2(b). To qualify for the above (Section 1) holiday pay, the employee must be in pay status for the last scheduled working day prior to and the first scheduled working day subsequent to the holiday.

Section 2(c). The holiday must fall on a regularly scheduled work day except:

- a. Any holiday falling on a Sunday shall be observed on the following Monday;
- b. Any holiday falling on Saturday shall be observed on the preceding Friday.

Section 3. If a holiday occurs during an employee's paid sick leave, he/she shall

receive full holiday pay, prescribed by Section 3 hereof, for that day but the day shall not be charged against his/her sick leave allowance.

ARTICLE X PRESERVATION OF RIGHTS

Section 1. The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged by this Agreement.

Section 2. The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.

Section 3. This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

ARTICLE XI UNION ACTIVITIES

Section 1. The Union shall notify the Board in writing of the names of all officers and stewards who are employees of the Board

Section 2. Union activities required to administer this Agreement shall be carried on with the approval of the Superintendent of Schools or his/her designee in such a manner as not to interfere with the educational process of any of the programs. In the event it is necessary to present a grievance step during normal work hours and the employee requests the presence of a steward or other authorized Union representative at this time, then the steward or Union official (who is an employee) shall continue to be paid during the time that he/she is acting in behalf of the employee. However, no compensation shall be paid to any employee or any steward or any Union official for any Union activity, including representation at any step in the grievance procedure, which occurs beyond the normal work hours.

Section 3. The Board agrees that the Union shall have access to existing bulletin board space for notices and information concerning Union affairs and matters of interest to Union members in an appropriate place in the schools or in the Business Office of the Superintendent of Schools or his/her designee. The exact sites of the "bulletin board" or the notice posting place shall be determined by the Administrator in charge of the school building or the Superintendent of Schools or his/her designee, as appropriate. The Board shall continue to allow the Union access to the Department of Education's email system for purposes of issuing notices to Union members.

Section 4. The City will allow no more than a total of six (6) days per year of paid leave to the bargaining unit for the purpose of attending union conference, provided that no more than one (1) employee is off at a time, that written request is submitted to the employee's supervisor as soon as possible but not less than two (2) weeks prior to the leave and that approval is subject to the operational need of the school system.

ARTICLE XII NO STRIKE OR LOCKOUT

During the life of this Agreement, there shall be no strikes, slowdowns, suspension of work or stoppage of work by any employee or employees in any part of the Board's operation dealing with the programs covered by this Agreement or otherwise. There shall be no picketing of schools or headquarters or otherwise and this provision shall also prohibit informational picketing. There shall be no lockout by the Board of any employee. The prohibition against strikes, slowdowns, suspensions, or stoppage of work in this Section shall be in addition to the prohibition as by State Statute made and provided.

ARTICLE XIII WAGES

Section 1. The wage schedule in effect for the term of this Agreement shall be set forth in Appendix A.

Section 2. The Union understands that the Board has been paying the employees covered by this Agreement on a bi-weekly basis; the Union agrees that the Board reserves that right to establish or change the pay period for employees upon two (2) weeks' notice.

Section 3. Each employee shall be entitled to participate in the City's 457 Deferred Compensation Plan.

Section 4. A classroom assistant who is left in sole charge of a classroom for any period exceeding fifteen (15) minutes under circumstances set forth below shall be paid a premium of \$4.00 per hour for any hour or portion thereof, during which the time the classroom teacher:

- a. is assigned to a scheduled meeting or appointment which removes him/her from the classroom, or
- b. is absent, utilizing accrued leave, and no substitute is present.

Section 5. By January 1, 2020, all employees shall authorize the Board to pay wages via direct deposit at a banking institution chosen by the employee.

ARTICLE XIV INSURANCE

Section 1 Employees may elect the current medical, prescription and dental plans as follows:

a. Health Insurance

Each employee shall be eligible to elect the following health care options effective the first of the month following date of hire or during the City's designated open enrollment period(s):

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

- \$20 for office visits;
- \$30 for visit to specialist
- \$50 for urgent care
- \$100 for emergency room
- \$200 for outpatient surgery
- \$300 for inpatient hospitalization

There is unlimited lifetime maximum benefit for in-network providers.

For out-of-network services, there shall be an annual deductible of \$400/\$800/\$1,200 for individual, two persons, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/\$8,000/\$12,000 respectively for individual, two persons, and family coverage. The maximum "out-of-pocket" expense associated with the out-of-network cost share is \$1,600/\$3,200/\$4,800 for individual, two persons, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

1(a). Effective July 1, 2020, the Open Access Plus (OAP) Plan with the following co-payments:

- \$25 for office visits;
- \$30 for visit to specialist
- \$50 for urgent care
- \$150 for emergency room
- \$225 for outpatient surgery
- \$325 inpatient hospitalization

There is unlimited lifetime maximum benefit for in-network providers.

For out-of-network services, there shall be an annual deductible of \$400/\$800/\$1,200 for individual, two persons, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/\$8,000/\$12,000 respectively for individual, two persons, and family coverage. The maximum “out-of-pocket” expense associated with the out-of-network cost share is \$1,600/\$3,200/\$4,800 for individual, two persons, and family coverage respectively. If a nonnetwork provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

If two employees of the City are married to each other, one of the two may waive participation in the medical insurance program and be covered as a dependent under the other’s plan, subject to execution of a waiver that is satisfactory to the City and its insurance plan administrator, and subject to such conditions on re-enrollment as the administrator requires and are permitted by law.

b. Prescription Drug Benefits

1. Employees who enroll in the Open Access Plus (OAP) Plan shall be enrolled in the City’s integrated prescription drug program with co-payments of \$15 for generic drugs, \$25 for listed brand name drugs, and \$40 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. For non-participating pharmacies, the plan reimburses at 70%.

c. Dental Plan

Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage associated with the above referenced medical plans is the Delta Dental Plan. The following shall apply to this plan:

- 100% and 50% coverage for services as listed in Appendix B.
- A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage. The deductible shall not apply to those services highlighted and underscored in Appendix B.
- A calendar year maximum of \$1,000 per participant.

Dental coverage may not be elected independent of the City’s medical coverages.

Section 2. Premium Cost Sharing

Employee premium cost sharing shall be by payroll deduction and shall be as

follows:

a. Medical. Each employee shall pay the following portion of the premium or premium equivalent for the above medical plans for the coverage of the employee and their eligible dependents who meet the criteria set forth in the insurance carrier's plan description:

July 1, 2018	15%
July 1, 2019	15%
July 1, 2020	16%
July 1, 2021	16%

b. Prescription. Each employee who is enrolled in the prescription plan shall pay 20% of the premium or premium equivalent.

c. Dental. Each employee who is enrolled in the dental plan shall pay 20% of the premium or premium equivalent.

d. The City shall provide a premium cost sharing plan on a pre-tax basis. The City shall also establish such plan(s) as are required to allow employees to elect participation in:

- i. a flexible spending account for medical expense reimbursements; and/or
- ii. a dependent care assistance plan.

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

Section 3. Life Insurance. The City shall provide, without charge to the employee, life insurance equal to one and one-half (1.5) times the annual base salary of the employee rounded up to the next one thousand dollars (\$1,000), provided that this amount does not exceed the rules of the City's designated life insurance carrier and plan.

Section 3a. In addition to the life insurance provided in Section 3, employees may purchase, at the employee's cost, supplemental life insurance coverage, subject to the following conditions:

a. Supplemental life insurance shall equal the amount of the employee's annual base salary, rounded up to the next one thousand dollars (\$1,000).

Employees participating in supplemental life insurance coverage prior to the effective date of this Agreement, shall have the right to continue such coverage throughout

the life if this Agreement. Deductions from the employee's pay for the total cost of this additional life insurance coverage shall be made in accordance with the employee's pay cycle.

Section 3b. If the Board receives notice that the total, cost of a group health insurance plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, federal statute or federal regulation, during the term of this contract, the Board and the Union will, upon request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act ("MERA").

Section 3c. Health and Wellness Incentive. Any employee who voluntarily participates in any health and wellness initiative offered by the City, as such initiatives may be offered from time to time, shall be eligible for an incentive payment or offer, which shall be set exclusively by the City. This provision shall not be subject to negotiation or the grievance procedure so long as participation in any health and wellness initiative remains voluntary.

Section 4. Change of Carrier. The City may elect to change insurance carrier(s)/administrator(s) during the life of this Agreement for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice and to discuss with the Union prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not "comparable" to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Union's notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties. The network of providers must be seventy-five percent (75%) of the network on July 1, 2008. The following shall be excluded in determining whether a plan is "comparable": out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan option that includes out-of-state reciprocal arrangements; claims processing; plan documents, definitions and wording.

The City may change a carrier or administrator of a plan (medical, dental prescription) once each contract year.

Section 5. Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.

Section 6. In the event coverage becomes available through the State of Connecticut Insurance Plans, the Union and the City may at any time request the other party to enter into discussions regarding inclusion of the bargaining unit in such plans. Such discussions shall not constitute negotiations under MERA or Special Act 01-1.

Section 7. Those employees who are participating in the City's medical insurance plan at the time of retirement (as that term is defined in Article VII, Section 7), and who are not eligible for Medicare at the time of retirement or for medical insurance coverage from another employer, shall be allowed to purchase such medical insurance plan as the City provides to its employees, as such plans may change from time-to-time and subject to the same conditions as may exist at any time for employees, until such time that the employee becomes eligible for Medicare or for medical insurance from another employer, whichever event occurs first. In order to continue to be eligible for coverage, retirees and their covered spouses must elect Medicare Part B upon becoming eligible for Medicare. The retiree may enroll his/her spouse at the time of retirement. Employees terminated for cause shall not be eligible for this benefit. Employees hired on or after 7/1/09 and who retire and elect continued coverage shall pay an additional 2% administrative fee bringing the total cost to 102% of the applicable cost of the plan.

Section 8. Retired employees or their spouses, who are eligible for Medicare at the time of retirement or become eligible for Medicare subsequent to retirement (as that term is defined in Article VII, Section 7), and has been participating in the City's medical plan prior to becoming eligible pursuant to the terms of this Article must enroll in both Medicare Part A and B and shall be responsible for any premiums for Medicare Part A and B in order to continue to be eligible for medical insurance and may purchase a Medicare Supplemental Program through the City provided the City offers such a Program on the date the employee becomes eligible for Medicare. To be eligible for the benefit, employees must opt into the Medicare Supplemental Program no longer than six (6) months (or less if the provider of the Program requires a shorter period of time) after becoming eligible for Medicare. Employees terminated for cause shall not be eligible for participation in this program. Employees hired on or after 7/1/09 and who retire and elect continued coverage shall pay an additional 2% administrative fee bringing the total cost to 102% of the applicable cost of the plan.

Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

Section 9. For the purposes of the benefit plans set forth in this Article, "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges and shall hold the City harmless from any costs in connection with the provision of such benefits.

ARTICLE XV VACATION

Section 1. For purposes of this Article the phrase “vacation” shall refer to annual leave with pay; which annual leave shall be paid for at the employee’s normal rate of pay for one work day for each day of such leave.

Section 2. The following should be the vacation schedule for employees for the duration of this contract:

For the school years occurring in the contract term, employees shall be entitled to one week’s vacation pay for each of the following “vacation recesses”: Christmas recess, winter recess and spring recess; PROVIDED, HOWEVER, if the Board does not schedule two recesses subsequent to the Christmas recess, then there shall not be any vacation pay for any period of time which has not been officially designated by the Board as “vacation recess.” The parties agree that the provisions in the last sentence can be understood by the following example: in the event the Board of Education votes and schedules only one recess in a school year subsequent to the Christmas recess then, regardless of the length of that one recess, an employee shall be entitled to only one week’s vacation time off for that one recess. This example, with its limitations of one week’s pay, shall be true even though that one recess consists of more than five (5) otherwise scheduled school days.

ARTICLE XVI AUTO USAGE

Section 1. The Superintendent of Schools and his/her designee shall establish a list of “Automobile Travel Allowance” of personnel required to use their own private automobiles in the performance of their duties. Such personnel shall be reimbursed at the most current IRS mileage reimbursement rate.

Section 2. Each employee who is reimbursed for auto usage shall transmit to the Department of Finance a copy of the Certificate of Insurance covering his/her private auto indicating the name of the insurance company and agent, amounts of coverage for bodily injury in the amounts of at least \$100,000.00 per person, and \$300,000.00 per occurrence, and property damage liability in amounts of at least \$20,000.00 per occurrence, or a combined single limit of \$300,000.00. The City of Waterbury shall be listed as an additional insured on said liability insurance. Failure of the employee to transmit said Certificate to the Department of Finance within thirty (30) days of receipt by the employee of authorization to receive reimbursement pursuant to Section 1 or within thirty (30) days of the renewal of the underlying insurance policy shall be grounds to terminate authorization to utilize private auto and any prior reimbursement claimed.

ARTICLE XVII LONGEVITY

Section 1. Employees who were receiving longevity payments prior to the date of

this Agreement shall continue to receive longevity payments with the amount frozen at the last longevity amount received. There shall be no further increases in any employee's longevity amount for the duration of his/her employment.

Section 2. No current or future employee who was not receiving longevity pay prior to the date of this Agreement shall become eligible for or receive any longevity pay.

Section 3. Longevity payments, as hereinbefore prescribed, shall be paid to employees in their regular paycheck on the first pay period of the month of December in each calendar year. The parties agree that the inclusion of the longevity payment in the employee's regular pay shall be subject to the normal withholdings and deductions and shall not be treated as a bonus.

ARTICLE XVIII SUMMER JOB OPPORTUNITIES

Section 1. Whenever comparable positions in the bargaining unit are available during the summer programs administered by the Office of Educational Grants, such vacancies shall be filled by selecting members of the bargaining unit who have expressed interest. Selection shall be based upon the seniority of those employees who have expressed interest in writing on a form posted by the Office of Educational Grants before the end of the preceding school year.

ARTICLE XIX EDUCATION INCENTIVES

Section 1. The Board of Education will reimburse bargaining unit members for tuition (up to \$100.00 per course) for successfully completed (grade B or higher) work - related course given by state approved college level educational institutions. For reimbursement, the course must be pre-approved by the Board or its designee prior to registration by the classroom assistant. The decision of the Board or its designee shall not be subject to the grievance procedure.

ARTICLE XX MISCELLANEOUS

Section 1. Bloodborne Pathogens. Classroom assistants shall be provided with such training regarding the Board's exposure control plan for bloodborne pathogens as is provided to other Board employees who risk exposure.

Section 2. The Board shall provide necessary supplies related to changing diapers in order to ensure sanitary practices and facilities.

Section 3. Should any provision herein be deemed unlawful or otherwise found to be unenforceable during the term of this Agreement or during any holdover period after its expiration, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXI DISCIPLINE

Section 1. No employee who has completed his/her probationary period shall be disciplined in any manner except for just cause. If any employee is disciplined, and, in the judgment of such employee this action is taken without just cause, the Union may file a grievance in accordance with Article VIII.

Section 2. The Board and/or the Superintendent or his/her designee shall have the exclusive authority to terminate any employee for just cause. Just cause for discharge shall include but not be limited to the following offenses:

- a. Insubordination.
- b. Conviction of a felony or a misdemeanor involving moral turpitude.
- c. Willfully giving false statement to supervisors, officials, the public or the Board of a serious nature.
- d. Discovery by the Board of a false statement in an application.
- e. Refusal to be examined by a Board authorized medical physician when so directed by the Board.
- f. Inefficiency, misconduct or inability to perform the work of the position satisfactorily.
- g. Tardiness in excess of 15 minutes on four separate occasions in a school year.
- h. Unauthorized leaves of absence. Which are defined as leaves taken which are not pursuant to contract, law or written approval of the Superintendent of Schools or his/her designees, in excess of a total of four days in a school year.
- i. Unsatisfactory work performance.
- j. Action or conduct detrimental to the program(s) or students in the program(s) or the Board in general.

ARTICLE XXII PENSION AND RETIRMENT

Section 1. Employees of this bargaining unit are covered under the Federal Social Security Act. The employer will contribute the federally required amount to said plan.

Section 2. Employees shall be entitled to participate in the City's 403b Plan or

City's 457 Plan after successful completion of their probationary period.

Section 3. The employer is not obligated to make any contributions to said 403b or 457 Plans on behalf of employees.

ARTICLE XXIII SAFETY AND QUALITY OF WORK LIFE

Section 1. The Union shall appoint One (1) member to serve as a representative on the Waterbury Board of Education Executive Safety Committee. The Union shall provide notification to the Committee Chair upon initial appointment and any subsequent changes.

Section 2. The Union shall appoint One (1) member to serve as a representative on any building safety committee so long as the building is one in which at least one (1) member of this Union is assigned. The Union shall provide notification to the chair and/or organizer of the building safety committee regarding the union representative appointed and any subsequent changes.

ARTICLE XXIV DURATION

Section 1. The parties agree that this Agreement shall be effective as of July 1, 2018 through June 30, 2022.

Section 2. The parties agree that this Agreement, or any successor Agreement renewed per the terms of Section 1 hereof, may be terminated prior to the termination date prescribed by Section 1 of Article II, in the event that the Board does not receive adequate funds, or receives a reduced amount of funds or if the funds previously allocated are cut or terminated; which funds are received from state and/or federal sources as delineated in Section 2 hereof and which funds are utilized to carry on those educational programs which are described in the Preamble.

Section 3. Upon termination or reduction of grant funds, there will be no residual liability on the part of the City of Waterbury to make payments under this Agreement.

IN WITNESS HEREOF, the parties have hereunto caused their hands and seals to be signed on this ____ day of _____, 2019.

WITNESS

WATERBURY BOARD OF EDUCATION

BY: _____

WITNESS

UPSEU Local 424 – Unit 68

BY: _____
Valerie Vincenzi, Unit President

WITNESS

UPSEU Local 424 – Unit 68

BY: _____
Kevin E. Boyle, UPSEU President

APPENDIX A

Classroom Assistants Wage Schedule								
Description	7/1/2018		7/01/2019		7/01/2020		7/01/2021	
	0% GWI		2.5% GWI		2.5% GWI		2.0% GWI	
	CDA/Assoc. Degree	BA	CDA/Assoc. Degree	BA	CDA/Assoc. Degree	BA	CDA/Assoc. Degree	BA
Hire rate	\$11.37		\$11.65		\$11.94		\$12.18	
After 6 mos.	\$12.49		\$12.80		\$13.12		\$13.38	
After 1yr.	\$16.57	\$18.94	\$16.98	\$19.41	\$17.40	\$19.89	\$17.75	\$20.29

Communications



Packet week ending 7/12/19

Waterbury Veterans Memorial Committee
236 Grand Street
Waterbury, Connecticut 06702

June 17, 2019

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

Honorable Members:

You are cordially invited to our 22nd Annual Korean War Veterans Remembrance Day Ceremony honoring Veterans of Connecticut, which will take place on The Green in downtown Waterbury at 10 AM on Saturday, July 27, 2019.

Referred to as "The Forgotten War", this year marks the 69th anniversary of the start of the Korean War that began on June 25, 1950. Americans all across this great nation will again be remembering the extraordinary sacrifices made by our men and women in uniform as well as pay tribute to their courage and commitment to the freedoms too many people take for granted. This year's ceremony continues to have significance to all Americans based on the North Korean regime's continued disavowal of the original 1953 armistice. Perhaps we will be seeing a positive change.

This Remembrance Day commemorates the 66th Anniversary of the negotiated cease-fire that ended three years of open warfare on the Korean Peninsula. The ceasefire on July 27, 1953 came after more than 33,000 battle deaths and the capture of thousands of brave soldiers, sailors, marines and airmen. For those who returned home, the armistice brought mixed emotions, as many of their comrades-in arms remained prisoner of war or missing in action.

Please join our Veterans Memorial Committee and other veterans and dignitaries from across Connecticut, at 10:00 AM on Saturday, July 27, 2019 on The Green to honor the proud legacy of our Korean War veterans who gave so much of themselves so that others might live in liberty.

We look forward to seeing you at this 22nd Remembrance Day ceremony in Waterbury.



John A. Sarlo
Event Coordinator

Leonard Romaniello, Sr.
Event Chairman
(h) (203) 756-3961

Carrie Swain

From: Theresa DeMars <CABE@embrams-mail.com>
Sent: Friday, June 21, 2019 6:59 AM
To: Carrie Swain
Subject: CABE Policy Highlights 6-21-2019
Attachments: June 21 2019.pdf

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.



Hello,

Attached you will find *CABE's Policy Highlights Publication* for **June 21, 2019**. Policy Highlights are designed to contain informative topics of interest for your district.

Please feel free to contact the Policy Department at 860-571-7446 with any questions or concerns.

The publication is attached as a PDF file. You will need Adobe Acrobat Reader which is available by [clicking here](#).

To unsubscribe to this publication, please email Terry DeMars at tdemars@cabe.org and state that you would like to unsubscribe from Policy Highlights.

Connecticut Association of Boards of Education

81 Wolcott Hill Road
Wethersfield, CT 06109
Phone 860-571-7446 ~ Fax 860-571-7452



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

June 21, 2019

Volume 18 – Issue #26

Board Member Requests for Information: School Superintendents believe Board members should have a deep knowledge of their school districts. Such knowledge helps the Board to understand and support the Superintendent's agenda. The foundation for effective policymaking is an informed Board. Therefore, Superintendent reports are an important part of every Board meeting. It is also necessary for Superintendents to keep Board members informed of the important issues facing the school district. In addition, Superintendents should respond in good faith to responsible and reasonable requests for information.

However, some individual Board members have a seemingly insatiable appetite for information, seeing themselves as watchdogs for the public or to satisfy their curiosity. Unfortunately, Board members may make many requests for information which can hamper the activities of the district's central office. Some Board members may request documents pertaining to the status of contract negotiations, personnel performance or pending management decisions. In short, the Superintendent is faced with the dilemma of how to respond to those Board members who may disrupt the flow of district activities with difficult or even inappropriate requests for information. The Superintendent should be able to screen such requests through the Board Chairperson.

A failure to respond or simply rejecting such requests may create the appearance that the administration has something to hide. Moreover, it is not wise to question the motives of a Board member, as some requests are legitimate and helpful. The Superintendent is faced with the problem of determining how to respond to some Board members and not to others.

The Superintendent needs to place the responsibility for managing Board member requests on the full Board. As with other issues, the instrument of choice for regulating Board behavior is Board policy and bylaws. A bylaw pertaining to information requests makes it clear that Board members, subject to the policies that apply to all citizens, have access to public documents. They are also welcome to request information, subject to some safeguards.

The Board, through its bylaw, accepts responsibility for checking unreasonable requests for information. In addition, the Board goes on record respecting executive privilege. Such a bylaw is based upon the principle that the Board must accept responsibility for policing itself. It is difficult, on many issues, for a Superintendent to challenge the inappropriate behavior of individual Board members. Unless appropriate behavior is agreed upon in advance and defined in policy and bylaws, Boards will find it difficult to hold in check inappropriate behaviors of many kinds.

Board members who abuse the requests for information is not at the top of major governance challenges. However, such behaviors can present an unneeded problem for the Superintendent. A bylaw pertaining to this issue reflects the responsible actions of the Board.

Policy Implications: Bylaw, #9325.5, "Requests for Information by Board Members," pertains to this issue. This is considered an optional bylaw for inclusion in the district's policy manual.

The bylaw provides the following direction on this important issue.

Board of Education members represent the public and are entitled to information regarding District performance that will assist them in governance. Board member requests for documents or information should be made directly to the Superintendent or his/her designee.

Documents subject to Connecticut's Freedom of Information law will be provided, as they are provided to all citizens under Board policy.

Should requests be for information that already exists or data that can be easily gathered and analyzed (provided the request is not for privileged management information, as outlined below), the Superintendent will, in a timely manner provide the information in its most accessible format, to the requesting Board member, with copies to all Board members.

Should the information not exist and/or be difficult to obtain, and should the Superintendent determine that the value of the information to the district be insufficient to justify the time or cost of obtaining it, he/she shall bring the request to the Board, with an estimate of the time/cost of responding to the Board member's request. By Board action, the Board will direct the Superintendent to provide, or not provide, the requested information.

The Board, by this bylaw, wishes to distinguish between district performance information and privileged management information. Performance information is normally data based on numerical measures of results, District operations or practice patterns. Documents or other management information relating to individuals, contracts, meetings, or events of any ongoing management process, unless under the purview of the Freedom of Information Act, are considered privileged management information and not within the purview of the Board.

The Importance of Civics Education: In an article in the *Peabody Journal of Education*, David Campbell (University of Notre Dame) analyzes what social scientists have learned about civics instruction in U.S. secondary schools. His conclusion: handled well, civic education can have a positive effect on young people's "active citizenship in a democratic society." Some possible ways this can manifest itself: participating in debates and discussions; speaking up at community meetings; volunteering in the community; participating in civic or political activities; working on a political or issue campaign; participating in a demonstration or boycott; and, of course, voting.

However, Campbell indicated that for a long time, the assumption among scholars was that civics classes made no difference. An influential article published in 1968 (Langston and Jennings) said that teaching civics had little to no effect on political knowledge, interest, attitudes, and discourse, or on media consumption, civic participation, sense of efficacy, and tolerance. The good news, says Campbell, is that recent research has established that civics courses *can* have a positive effect. Here are the key variables:

- *Classroom instruction* – Civics classes make a difference, he says, when there is an “open classroom climate,” defined as an atmosphere “in which students are exposed to the enlivening discussion of political and social issues, are encouraged to share their own opinions, and have their opinions respected by the teacher.” Effective teachers steer away from textbook reading and worksheets and involve students in discussing current events, researching political issues, engaging in classroom debates, role-playing, and writing letters to elected officials.
- *Extracurricular activities* – Researchers have found that when students take part in student council, service organizations, drama clubs, musical groups, and religious organizations, they get a “civic boost” after graduation (he notes that athletics are not on this list). There are two caveats: first, there is a socioeconomic skew in the availability of many extracurricular activities, with disadvantaged students having fewer options; second, it’s possible that students who are predisposed to civic activism are attracted to these activities; correlation is not causation. More research is needed, says Campbell.
- *Service learning* – The research in this area is not as strong, but in some cases taking part in school-sponsored service projects boosts students’ downstream civic engagement.
- *School ethos* – Campbell indicated that some studies have shown that the values reinforced within a school, either explicitly or implicitly, have an impact on students’ future civic engagement. One study (Bruch and Soss, 2018) found that adolescents in schools with punitive discipline policies, who believed their teachers treated them unfairly, were less likely to vote as young adults and had less trust in government. Students of color are generally more likely to bear the brunt of punitive school discipline, which means that schools may, say the authors, “operate as institutional mechanisms that convert social hierarchies into predictable patterns of political inequality and civic marginalization.”

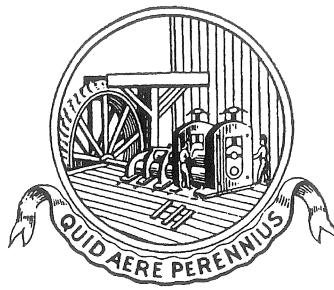
Other studies have found that in schools that foster trust and positive beliefs, the opposite is true, especially when teachers explicitly endorse the importance of voting. The Democracy Prep charter schools in New York City send students as young as kindergarten to campaign for voter registration in Harlem (their bright yellow T-shirts say *I can’t vote, but you can!*); have high-school seniors work all year on capstone “Change the World” projects focused on key social problems; and require students to pass the U.S. Citizenship Test before graduating. Follow-up studies have found that Democracy Prep graduates are significantly more likely to vote than students who applied but weren’t admitted to the school through the lottery process.

- *High-stakes testing* – States that have introduced a high-school civics test as a graduation requirement show higher levels of civic knowledge among graduates, especially Latino students and immigrants.

Campbell says that when high schools successfully increase their students' civic awareness and participation, the benefits are most significant among students of color. He believes this is because the school's impact compensates for more skeptical messages students may be receiving at home. It's possible, he says, that effective civics programs in schools may have a "trickle-up" effect, changing patterns of civic engagement in students' families.

Source: "What Social Scientists Have Learned About Civic Education: A Review of the Literature" by David Campbell in *Peabody Journal of Education*, April 2019 (Vol. 94, #1, p. 32-47), as summarized in *Marshall Memo* 782, April 15, 2019.

Policy Implications: As indicated in policy #6146, "Graduation Requirements," at least one/half credit in civics is required in social studies in order to graduate. The civics requirement is maintained in the revised requirements for graduation which go into effect beginning with the 2019-2020 school year.



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

June 25, 2019

Jennifer Marino
79 Shadybrook Lane
Waterbury, CT 06706

Dear Ms. Marino:

Your name is being certified to the Education Department for the position of Human Resources Generalist (Req. #2019903) at \$60,000.00 per year.

Your official start date is June 27, 2019.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,


Scott Morgan
Director of Human Resources
SM/sd

cc: Board of Education
Lee Palmer, Director of Educ & Talent Mgt
file

Carrie Swain

From: Imma Rybczyk <irybczyk@gmail.com>
Sent: Tuesday, July 02, 2019 1:38 PM
To: CATHY AWWAD; ELIZABETH BROWN; KAREN HARVEY; JUANITA HERNANDEZ; CHARLES PAGANO; MELISSA SERRANO ADORNO; CHARLES L. STANGO; ANN SWEENEY; JASON VAN STONE; THOMAS VAN STONE SR.; Carrie Swain
Subject: In regards to the removal of Ms. Lauren Elias from WAMS

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.

To the City of Waterbury Board of Education commissioners:

My name is Imma Rybczyk. I am a parent of a WAMS student and member of the PTSO at the school.

I am writing to you all because, like you, I am concerned about the education and well-being of our students. I have two students in the Waterbury public schools. One is at the Kennedy High School SOAR program and going into his senior year. The other, my daughter, has been a student at WAMS since the 6th grade and will now be a 9th grader in the fall. We were all devastated to hear the news of Ms. Elias' departure from WAMS.

Our family came from a local Catholic school and making the transition from private to public schools was daunting for our family, particularly our daughter who is our youngest. Ms. Elias was an integral part in making that transition easier on her, as well as for our family. It is because of her that I enjoy staying active and involved in the school. I know getting parents engaged is a huge obstacle for many schools, but Ms. Elias has formed so many bonds with parents and students alike and that has gone a long way in getting parents and students involved in our community. Without Lauren Elias, I am afraid of what will become of our school community. She has a deep bond with many of the children and is always present at after-school functions and activities. She has made the school a wonderful home for these kids. I can speak from experience that she can handle disciplinary situations with authority and ease and still maintain the respect of the students while doing so. That is quite an accomplishment.

I implore you all to please remedy this situation. I have never in all of my years been moved enough to take this sort of action. I feel very strongly that the students of WAMS would suffer at the loss of such a great administrator. Please click [here](#) to view the [change.org](#) petition that was started by students and signed by students and parents alike.

Thank you,

Imma Rybczyk
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Connecticut Association of Boards of Education

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PRESENTS POLICY HIGHLIGHTS

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Required Annual Due Process Notifications (Updated): School districts are required by federal and state laws and regulations to provide parents, guardians, students, employees in some cases, and the public with information which affect them pertaining to board policies or public notices, many of which must be provided at the beginning of the school year. This annual publication of such notifications has been updated to reflect the impact of legislation passed in the 2019 regular session of the Connecticut General Assembly, and federal and state regulatory changes and/or updates. Additional changes may be necessary based upon any special session of the General Assembly and/or regulatory changes at the state and federal levels.

School districts have some discretion in how this information can be distributed. Commonly distributed in the fall, some forms include letters, booklets, mailings, inclusion in a student or parent handbook, district calendar, posting on the district and/or school's website, adding to student portals, district newsletters and in an annual notification manual. It is recommended that districts use multiple modes of delivery; a combination of the above.

Student handbooks, whether hard copy or electronic, remain one of the most direct means of implementing board policies and meeting this important annual obligation. Handbooks should be reviewed and updated annually to assure consistency with changes or additions in board policies, administrative regulations, new or revised state and federal requirements, judicial decisions and changes in local procedures and practices. Student handbooks, which should be shared with parents/guardians, provide information about the school district, individual schools and most importantly, about the rules and regulations with which students are expected to conform and of which parents/guardians need to be aware.

In order to protect themselves regarding the required due process notifications, many school districts require parents/guardians to sign and return to school a form that signifies they have read and reviewed the handbook with their students. This helps to ensure parental knowledge about board policies. However, handbooks should not be viewed and used as the only way to provide this knowledge. Many districts also provide this needed information on district and school websites, in school calendar publications and in a specific handbook-type publication which addresses the required notifications and also contain related policy language. Further, some legislation specifically requires notification to be posted on district and/or school websites.

Listed below are the required due-process notifications which should be given annually at the beginning of each school year and to new enrollees at the time they register in the district. Links are provided to documents that may be used in writing some of the required notices.

Notifications Required by Federal Legislation

Note: The ESEA reauthorized in December 2015 as P.L. 114-95, the *Every Student Succeeds Act (ESSA)*, requires state education agencies, school districts and individual schools to provide numerous notices to parents, the public and others.

A. Notifications required by the **Elementary & Secondary Education Act (ESEA)** pertaining to:

1. Homeless students and children in foster care (choice of school, transportation and educational services, contact info.) ESSA requires a description of services the district will provide to support the enrollment, attendance, and success of homeless and foster children and youth. The district must disseminate public notice of McKinney-Vento Act rights in locations frequented by parents/guardians and unaccompanied youth in a manner and form understandable to parents/guardians and youth. **Policy #5118.1 and Policy #5118.3** (See "F" *McKinney-Vento Act*)
2. Title I school, parent engagement (including required informational meeting). **Policy #6172.4.**
3. Teacher and paraprofessional qualifications. Inform parents/guardians of their right to request information at the beginning of the school year to request information about whether the student's teacher has met state qualifications (certification) and licensing criteria for the grade levels and subject areas in which the teacher is providing instruction; whether the teacher is under an emergency or other provisional status, and whether the teacher is teaching in the field of discipline covered by the teacher's certification. Parents/guardians also to be notified of their right to know whether their children are provided services by a paraprofessional and such person's qualifications. Also parents/guardians must be provided "timely notice" that the student in a Title I school has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet applicable state certification for the grade level or subject to which the teacher has been assigned. **Policy #4111/4211.**
4. English Learners (EL) students (re: placement in program, selection process etc.) Parents/guardians must be notified within first 30 days of school if their child has been identified as an English learner.) **Policy #6141.311.**
5. Individual achievement on state assessments (as soon as practicably possible after tests taken). **Policy #6146.2.**
6. Academic assessment and local education agency and school improvement (annual report cards, progress reviews, School Accountability Index as soon as practicable after the assessment is given). **Policy #5124, 5124.1, 6146.2.**
7. Participation in NAEP assessment (re: required permission). **Policy #5124.1.**
8. Military recruiters access to directory information (names, addresses, & phone numbers, including opt-out procedure This notice may be provided as part of the required FERPA notice). **Policy #5145.14** (Also required by C.G.S.10-221b)
9. Surveys of student/students privacy issues. (See item "C") **Policy #6162.51.**
10. Schools identified for "comprehensive support and improvement" or "targeted support and improvement" **if and when applicable**, given in an understandable and uniform format and to the extent practicable in a language parents/guardians understand. (Provided to parents directly, by regular mail or e-mail, media, Internet or public agencies serving the student population and their families). In addition to the notification that the school has been identified as such, also provide the reasons for the identification and how parents can become involved in the needs assessment and in developing a comprehensive support and improvement plan. **Policy #6172.4.**

- B. Notification of student and parental/guardian rights required by the **Federal Educational Rights and Privacy Act (FERPA)** including the local definition of “directory information,” district transfer of records, rights to inspect, review and amend education records, how to file a complaint with the U.S. Department of Education and the manner in which parents/guardians can challenge record content or how to opt-out of allowing the district to release directory data. The statement should define a school official and also what constitutes a legitimate educational interest when it comes to accessing a student’s educational records. The model “Notification of Rights under FERPA” reflects the federal regulations. Notice may be provided in any way that is reasonably likely to inform parents of their rights and must effectively notify parents who have a primary or home language other than English and parents or eligible students who are disabled. **Policy #5125.**

Access: <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html> (model FERPA notice) <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/mndirectoryinfo.html> (model directory information notice)

- C. The **Protection of Pupil Rights Amendment (PPRA)** requires school districts to adopt policies regarding surveys, instructional materials, physical examinations not legally required and not necessary to protect immediate health and safety of student or others, and personal information used for marketing. Parents must be offered an opportunity to opt out their child from these activities. Parents must be notified of the student privacy policy at least annually at the beginning of the school year and within a reasonable time period after any substantial change is made to the policy. **Policy #5145.15, #6162.51.**

Access: <https://www2.ed.gov/policy/gen/guid/fpco/ppra/modelnotification.html> (model PPRA notification of rights notice)
<http://www2.ed.gov/policy/gen/guid/fpco/pdf/ppraconsent.pdf> (model PPRA model notice & consent/opt-out for specific activities)

- D. Districts participating in the **National School Lunch Program**, the **School Breakfast Program** or the **Special Milk Program** must provide information at the beginning of the school year about free and reduced price meals and/or free milk. Districts must also provide parents/guardian an application form and information pertaining to completing such application. The U.S. Department of Agriculture’s document, Eligibility Manual for School Meals contains all needed information. The district’s policy pertaining to lunch charging must also be disseminated. The manual contains relevant notices. **Policy #3542.31, #3542.33, #3542.43.**

Access: <http://www.fns.usda.gov/sites/default/files/english.pdf> (application forms available in 34 translations)
Access the Eligibility Manual for School Meals which contains relevant notice in the appendices at: <https://www.fns.usda.gov/eligibility-manual-school-meals>

Note: In schools where at least 80% of enrolled students have free or reduced price meal eligibility, annual notification of program availability and certification only needs to occur once every two consecutive years.

- E. The **Healthy, Hunger Free Kids Act of 2010**, as amended, requires districts to inform and update parents/guardians, students, community annually about the content and implementation of the local wellness policy and discuss any updates. Districts must also periodically measure and report on the implementation of the local wellness policy including the extent to which local schools are in compliance with the local school wellness policy and the extent to which the local wellness policy compares to model school wellness policies and a description of the progress made in attaining the goals of the local school wellness policy. This requirement can be met by disseminating printed or electronic material at the beginning of the school year and posting the local wellness policy and an assessment of its implementation on district/school websites. **Policy #6142.101.**

With the help of school food services staff, districts must implement procedures to enable parents and guardians to request modifications to meal services for their children with disabilities. The district must notify parents/guardians of the process to request meal modifications that accommodate the child's needs and the process for resolving disputes. **Policy #5141.251.**

Access: [Policy Memorandum on Modifications to Accommodate Disabilities in the School Meal Programs](#)

- F. The **McKinney Vento Act**, as reauthorized by ESSA, requires school districts through their homeless student liaisons to provide public notice of the education rights of homeless students disseminated in places where homeless students receive services under the Act, including schools, family shelters and soup kitchens. The notice must be in a manner and form understandable to homeless students and their parents/guardians and to the extent possible, in their native language. **Policy #5118.1.** (Also see item A.1)

Access: <https://www2.ed.gov/policy/elsec/guid/secletter/160726.html>

- G. The **Asbestos Hazard Emergency Response Act (AHERA)** requires districts to inspect their buildings for asbestos-containing building materials and develop, maintain, and update an asbestos management plan. Parents, teachers, and employee organizations must be notified annually, in writing, of the availability of the asbestos management plan and planned or in progress inspections, re-inspections, response actions and post-response actions, including periodic re-inspections and surveillance activities. **Policy #3516.12.**

Access: <http://www2.epa.gov/asbestos>.
<https://www.epa.gov/asbestos/asbestos-and-school-buildings>.

- H. **Notice of Non-Discrimination under Title VI, Title IX, Section 504, Age Discrimination Act, Title II of the ADA and the Boy Scouts of America Equal Access Act** prohibits discrimination in programs or activities receiving federal and/or state financial assistance. The regulations implementing these statutes require school districts to notify students, parents and others that they do not discriminate on the basis of race, color, ethnicity, national origin, sex, pregnancy, disability or age. Equal access to the Boy Scouts and other designated youth groups is also required. Title IX requires districts to have a Title IX coordinator, to notify all students and employees of the name, office address, and telephone number of the designated coordinator and to adopt and publish a grievance procedure to resolve student and employee complaints under Title IX. A notice must also be published that the district does not discriminate on the basis of sex in admissions or employment. The nondiscrimination notice must be displayed prominently in each announcement, bulletin, catalog, or application used to recruit students or employees. **Policy #5145.4.**

Access: <http://www2.ed.gov/print/about/offices/list/ocr/docs/nondisc.html> (sample notice that meets the requirements of all of these statutes)

- I. The **Individuals with Disabilities Act (IDEA)** requires that parents of a child with disabilities be given a copy of procedural safeguards one time a year and also upon initial referral or parental request for an evaluation, upon filing a request for a due process hearing, upon a disciplinary action constituting a change in placement, or upon request of a parent. The procedural safeguards may be posted on the district's website. The notice must fully explain IDEA's procedural safeguards in an easily understandable manner and in the parent's native language unless it's clearly not feasible to do so. Parents may choose to receive the safeguard notice and other notices under IDEA by e-mail if the district makes this option available. **Policy #'s 6171, 5144.3, 6159.**

Under the IDEA parents must also be informed when the personally identifiable information contained in a student's records is no longer needed to provide services.

Access: www.portal.ct.gov/SDE/Services/Special-Education

PPTs are also required to notify parents at each PPT meeting of “any relevant information and resources relating to IEPs created by the CT SDE, including, but not limited to, information relating to secondary transition resources, including for autistic students, and services for high school students.”

Access: <http://www2.ed.gov/policy/speced/guid/idea/modelform-safeguards.pdf> (model Safeguards Notice)

The procedural safeguards notice requirements in the IDEA also apply to parents of homeless children with disabilities.

Parents/guardians must be informed at the time the district intends to destroy a student’s records containing personally identifiable information when such personally identifiable information is no longer needed to provide services.

Notification Regarding Use of Public Benefits or Insurance

Districts, after determining as required a child’s Medicaid enrollment status, must provide a written notification to a child’s parent/guardian before accessing a child’s or parent’s public benefits or insurance (Medicaid) for the first time and annually thereafter. This notification must be written in language understandable to the general public and in the parent’s native language or other mode of communication used by the parent, unless clearly not feasible to do so. **Policy #3231.**

Access: <http://www.cpacinc.org/2013/06/written-notification-of-parental-rights-regarding-the-use-of-public-benefits-or-insurance/>

- J. The **Health Insurance Portability and Accountability Act (HIPAA)** requires notice of privacy practices which describes how the district may use and disclose protected health information, duties to protect privacy, information about privacy practices and a complaint procedure. **Policy #4112.61.**

Access: www.hhs.gov/ocr/hipaa/

- K. The **Children’s Internet Protection Act (CIPA)** requires the adoption and dissemination of a policy (Acceptable Use Policy) pertaining to the safe use of the Internet. **Policy #5131.81, 6141.321.**
- L. The **Pro Children’s Act of 2001** requires notification that smoking is prohibited in all district facilities. **Policy #1331, #6164.11.** CT’s P.A. 19-13 also bans e-cigarettes, nicotine delivery systems and vapor products.
- M. The **Family and Medical Leave Act of 1993** requires employers to post a general notice/poster from the U.S. Department of labor, or in another format so long as it includes all the information in Labor’s FMLA Poster, explaining the FMLA’s provisions and complaint procedures. This general notice must be posted even if no employees are eligible for FMLA leave. The notice must be posted prominently where it can be readily seen by employees and applicants. The general notice, FMLA leave eligibility notice, rights and responsibilities notice, and the FMLA designation notice shall either be distributed to each new employee upon hiring or be included in employee handbooks or other written guidance concerning benefits or leave rights. Electronic posting is sufficient to meet these requirements. **Policy #4152.6/4252.6.**

Notifications Required by State Legislation

1. Statement of equal opportunity in employment and education (Non-Discrimination/Affirmative Action) 10-220; **Policy #0521, #6121.**
2. Attendance policy/absence procedures/make-up procedures, and definitions of excused and unexcused absences, grounds for truancy, chronic absenteeism (P.A.18-182, 10-221(b), 10-198a). **Policy #5113, 5113.2.**
3. Conduct/discipline/suspension/expulsion (Code of Conduct) (10-233e as amended by PA 14-229, PA 15-96, PA 16-147, PA 17-220 and PA 19-91) **Policy #5114, 5131, 5144.**
4. Substance use and abuse policies and procedures, (Alcohol, Drugs, Tobacco- 10-221(d) as amended by PA 15-206 and PA 19-13 prohibiting electronic nicotine delivery systems and vapor products). **Policy #5131.6, #6164.11.**
5. Grading system including class rank/weighted grades, graduation requirements, report cards and progress reports, promotion and retention (10-220g, 10-223a, as amended by PA 17-42). **Policy #6146, 6146.1, 6146.11, 5121.**
6. Means to achieve parental involvement including parent conferences (10-221(f)). **Policy #1110.1.**
7. Pesticide application plans/notification/prior year's use (At beginning of each school year of district's pest management policy, notification prior to every pesticide application to parents/guardians and staff with a registered request for notification; 10-231a et. seq. as amended by PA 15-5) Districts without IPM plans are required to provide notice of pesticide applications to be sent electronically. Districts with IPM plans must send notices of pesticide application by any means practicable. District website must provide information on how parents/guardians may register for prior notice of pesticide applications. **Policy #3524.1.**
8. Transportation safety complaints procedure (10-221c). **Policy # 3541.5.**
9. Health services including administration of medication, communicable/infectious diseases, immunizations, physical examinations (include information regarding asthmatic inhalers & Epinephrine auto-injectors at school. (10-212(a) as modified by PA 15-174, PA 18-168 regarding religious exemptions to vaccinations and grades for hearing, vision, and postural screenings and oral health assessments). **Policy #5141, 5141.21, 5141.3.**
10. Child abuse, neglect, and sexual assault reporting policy (17a-101i(e)). **Policy #5141.4.**
11. Youth suicide prevention policy and procedures (10-221(e)). **Policy #5141.5.**
12. Treatment of recruiters in the school setting (10-221b, ESEA). **Policy #5145.14.**
13. Inform parents, guardians at the middle and high school level of the availability of vocational, technical and technological education and training at technical high schools and agricultural sciences and technology education at regional agricultural science and technology education centers. (10-220d). **Policy #5145.14.**
14. Offer to meet with parents/guardians after a child has been assessed for possible placement in special education and before PPT meets to discuss the PPT process and parental concerns about the student. (10-76b).
15. Provide parents/guardians with State Department of Education information and resources relating to IEPs as soon as a child is identified as requiring special education. (10-76b as amended by P.A. 12-173)
16. Homework policy (10-221(b)). **Policy #6154.**
17. Exemption from AIDS instruction (10-19(b)). **Policy #6164.12.**
18. Bullying/cyberbullying policy *at the beginning of each school year*, (including annual notice to students about how to make a bullying or teen dating violence report and the Safe School Climate Plan; 10-222d as amended by PA 14-172, PA 14-234, PA 19-166 and PA 19-166. Notify parents/guardians of affected students electronically the results of any investigation into such acts. **Policy #5131.911.**
19. Promotion, placement, retention (10-223a). **Policy #5123.**
20. Pledge of Allegiance policy (10-230(c)). **Policy #6115.**

21. Psychotropic drug use policy (10-212b). **Policy #4118.234/5141.23.**
22. Green cleaning program policy and statement of the names & types of environmentally preferable products use, where applied, schedule for application and contact person for more information; must notify staff and if requested, parents/guardians of enrolled students. (10-220, 10-231a-231d). **Policy #3524.2.**
23. Plan for managing students with life-threatening food allergies. This is also required to be posted on district/school websites. Include language regarding use of Epipens by trained school bus drivers(10-212c). **Policy #5141.25.**
24. Notification to parents/guardians of preschool special education students who reach age 5 or 6 of their legal right to hold their child back from entering kindergarten for a year (PA 14-39). **Policy #5112.**
25. Coaches and other “qualified school employees” to notify a student athlete’s parent/guardian when a he/she is removed from play due to a concussion or suspected concussion, within 24 hours of removal but to make a reasonable effort to provide such notice immediately after the student’s removal. (PA 14-66). **Policy #5141.7.**
26. Information posted on the district’s website pertaining to interdistrict magnet schools. (10-220d). **Policy #5117.2.**
27. Information posted on district’s website pertaining to Board of Education aggregate spending on salaries, benefits, supplies, equipment, tuition, services, and other items for each district school (PA 13-247). **Policy #3432/3433.**
28. Information posted on district website on a quarterly basis of the Board’s current and projected expenditures as required by PA 19-117.
29. Information to be provided concerning the district’s sudden cardiac prevention program (PA 14-93). **Policy #5141.28.**
30. Information pertaining to the sexual abuse and assault awareness and prevention program and notification to be provided regarding the ability to opt out of the program in total or portions (PA 14-196 as amended by Section 424 of PA 15-5). **Policy #5145.511.**
31. District plans and procedures that establish monitoring and reporting of the use of physical restraint and seclusion as required by PA 15-141 and amended by PA 18-51). **Policy #5144.1.**
Include information pertaining to the use of exclusionary time out. (**Policy #5144.1** and **Policy #5144.2**)
32. Required posting on district website information about the district’s alternative education programs. Such notification is to include the program’s purpose, location, contact information, staff directory, and enrollment criteria as required by PA 15-133. **Policy #6172.**
33. Parent’s ability to opt out their children from emergency epinephrine administration. **Policy #5141.21**
34. Information that the Board of Education is required within five business days of executing a contract with a software contractor or information storage contractor that involves student personally identifiable information to post notice of such contract on the Board’s website. (PA 16-189, PA 18-125). The notice, which must include a copy of the contract, must state the date of contract execution, its start date, a brief description of the contract and its purpose, state what student generated content, student information or student records may be collected under the contract and indicate that the parent/guardian of a student affected by the contract may choose to opt their student out of participation in the contract’s execution. On or before September 1 annually, the Board of Education must electronically notify students and their parents/guardians of the website address where information pertaining to the contract is posted. **Policy #3520.13.**
35. Information that the Board of Education, upon the notice of a breach of security by a contractor (PA 16-189 as amended by PA 18-125) is required, within two business days, to notify students and their parents/guardians whose student information, student records or student generated content was involved in such breach. The notice of the breach is required to also be posted on the district’s website. The Board is required to maintain and update as necessary, a website with information relating to all contracts entered into pursuant to this policy. **Policy #3520.13.**

36. Sign to be posted on school premises indicating that smoking, including the use of electronic cigarettes is prohibited by state law. (PA 15-206 and PA 19-13).
37. Information pertaining to the posting of the telephone number of DCF's child abuse hotline, "Careline" and the Internet address that provides information about the Careline in each district school in a conspicuous location frequented by students and in various languages most appropriate to students at each school. (PA 16-188). **Policy #5141.4.**
38. Distribute to parents of children receiving special education services in grades 6 through 12, inclusive, once per year at a PPT meeting the "Transition Bill of Rights" notifying parents/guardians of their rights regarding the transition planning process. The "Transition Bill of Rights" is available on the [SDE Bureau of Special Education/Secondary Transition](#) web page.
39. Inform parents/guardians of their right to exempt their child from the district's firearm safety program, if the district offers such a program. (PA 19-5). **Policy #5142.**
40. Post on the district's website, by July 1, 2021, a plain language explanation of the rights and remedies afforded to parents/guardians available under C.G.S. 10-4a and 10-4b. (PA 19-166). **Policy #5131.911.**
41. Notify the parent/guardian of a child identified as gifted/talented regarding the manner of identification, the staff member in charge regarding such program(s), the person at SDE that can be contacted regarding gifted/talented programs and the names of associations/groups providing support to such identified children. (PA 19-184) **Policy #6172.1.**

Recommended Notifications

In addition to the above required due-process notifications, the CAFE Policy Service also recommends that students, parents/guardians be notified of the following: (via student/parent handbooks, district and school websites, and notifications at various opportune times during school year)

1. Missions statement, statement of educational goals, educational philosophy, and vision statement of school and/or district. **Policy #0000.**
2. Admission/placement of students, (including placement of former home-schooled students). **Policy #5111, 5122.3.**
3. Student dismissal precautions/leaving school grounds. **Policy #5142.4.**
4. Dress code. **Policy #5132.**
5. Distribution of materials by/to students. **Policy #1140.**
6. Extracurricular activities including eligibility requirements, compliance with CIAC regulations. **Policy #6145.2.**
7. Student publications, productions (regulation of, censorship). **Policy #6141.3, 6141.31.**
8. Student fees such as club dues, security deposits, student accident insurance, parking fees, damaged books and equipment etc. **Policy #6161.21.**
9. Field trip requirements and procedures. **Policy #6153.**
10. Property, lockers and equipment including responsibility for loss or damages; care of property by student. **Policy #6161.2.**
11. Search and seizure issues including lockers, desks, strip searches, and cars in parking lots, canine sniffer use, video surveillance, metal detectors, breathalyzer use. **Policy #5145.12, 5145.124, 5145.122, 5145.123, 5131.111.**
12. Harassment policies, including sexual and peer, and the name(s) of person designated to receive complaints concerning discrimination or harassment. **Policy #5145.51, 5145.5, 4118.112.**
13. Textbook care and obligations. **Policy #6161.2.**
14. Visitors to schools. **Policy #1250.**
15. Classroom observations. **Policy #1250.1.**
16. Student automobile use on school grounds. **Policy #5131.3.**
17. Opt-out provision and procedures for controversial curriculum/procedures, including animal dissections. **Policy #6144.1.**

18. Student organizations and equal access (use of school facilities by students-limited, open, or closed forum). **Policy #6145.**
19. Regulations, discipline concerning use of district/school computer networks, websites. **Policy #6141.321, 6141.322.**
20. Emergency school closing procedures, including safety and accident prevention. **Policy #6114.4, 6114.6, 6114.7.**
21. Fund raising procedures/restrictions. **Policy #1314, 1324.**
22. Transportation rules etc. **Policy #3541 et seq.**
23. Technology-related issues: acceptable computer use policy and agreement, electronic devices including but not limited to cell phone use, laser pointers, I-Pods, cyberbullying, sexting, social networking sites, BYOD program, etc. **Policy #6141.323. 6141.325, 6141.326, 6141.327, 6141.328.**
24. Child nutrition including special dietary needs and the district's food allergy plan. **Policy #5141.25.**
25. Assignment to teachers &/or classes. **Policy # 5122.**
26. Emergency action response plan for appropriate use of school personnel to respond to incidents involving sudden cardiac arrest or life threatening emergencies on school grounds and at athletic events (Use and location of AEDs as amended by PA 14-93). **Policy # 5141.27, 5141.28.**
27. Student concussions, Concussion Education Plan requirement for students and parents. **Policy #5141.7.**
28. Weapons and dangerous instruments policy and consequences. **Policy #5131.7.**
29. School Governance Councils – overview, implementation, election process etc. **Policy #1110.3.**
30. Non-traditional means to earn academic credits for graduation including online course work-permitted for graduation credits, credit recovery, mastery based performance (PA 13-108). **Policy #6172.6.**
31. Advanced placement course program. **Policy #6141.5.**
32. Educational opportunities for children of parents in the military as a result of Connecticut's involvement with the Interstate Compact on Educational Opportunity for Military Children (10-15f). **Policy #5118.21.**
33. Information about Student Success Plans (grades 6-12). **Policy #6146.**
34. Information about biennial security and vulnerability assessment of schools (PA 13-3). **Policy #5141.6, 3516, 3517.**
35. Information about fire and crisis response drills (PA 13-3). **Policy # 6114.1.**
36. The role and responsibilities of school security and safety committees (PA 13-3). **Policy #5141.6, 4148.2.**
37. Information pertaining to school security and safety plans (PA 13-3). **Policy #5141.6.**
38. Information about pool safety for aquatic activities and Pool Safety Plans (PA 13-161). **Policy #6142.63.**
39. Information pertaining to required physical activity of minimum of 20 minutes in elementary schools and such activity not to be deprived as a punishment or used as a form of punishment (PA 13-173 and PA 19- 173). **Policy #6142.61, 6142.10, 5144.4.**
40. Information about alternative to participation in or observing animal dissection (PA 13-273). **Policy #6163.31.**
41. Notification about the availability of the board of education's policy manual on the district website.
42. Information pertaining to the policy and procedures allowing emergency administration during regular school hours of epinephrine for students who do not have a prior written parental authorization or prior written order of a qualified medical professional (PA 14-176). **Policy #5141.21.**

43. Information that a child diagnosed with asthma or an allergic condition may possess, self-administer or possess and self-administer medicine administered through the use of an asthmatic inhaler or an EpiPen or similar device in the school at any time and on school transportation vehicles, per PA 18-185. **Policy #5141.21.**
44. Information pertaining to the administration of antiepileptic medications to students per PA 15-215. **Policy #5141.21.**
45. Notice about the requirement that a parent/guardian of a student who will enroll in a magnet school in the following school year or who has been placed on a waiting list for the magnet school to give written notice of the enrollment to the “home” district (PA 15-5). **Policy #5117.11.**
46. Information pertaining to required health assessments and immunizations, including claiming an exemption on religious grounds (as amended by PA18-168). **Policy #5141.3.**
47. Information regarding statewide proficiency/mastery assessment program. (PA 15-238).
Policy # 6146.2.
48. Information regarding the district’s policy pertaining to transgender and non-conforming youth.
Policy #5145.53.