Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street & Waterbury, CT 06702



MEMORANDUM

FROM: Carrie A. Swain, Clerk **DATE:** October 30, 2018

Board of Education

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice Committee Meetings – Thursday, November 1, 2018,

5:30 p.m., Walsh School

Notice of **Rescheduled** Regular Meeting – Wednesday,

November 14, 2018, 6:30 p.m., Waterbury Arts Magnet School Atrium

The Committees of the Board of Education will meet on Thursday, November 1, 2018, 5:30 p.m., Walsh School, 55 Dikeman Street, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

1. <u>Committee of the Whole/20 minutes</u> ~ Principal's Report (no backup) – Ellen Paolino.

PUBLIC SPEAKING

- 2. <u>Committee on Finance/5 minutes</u> ~ Request approval to apply for the Connecticut Department of Emergency Services & Public Protection, Division of Emergency Management & Homeland Security, School Security Competitive Grant Program (Round IV) Captain Maxwell, D. Schwartz, L. Allen Brown.
- 3. <u>Committee on Building & School Facilities/5 minutes</u> ~ Request approval of the ED049F for the West Side Middle School Roof Project (State Project #151-0291 RR) C. Harmon.
- 4. <u>Committee of the Whole/5 minutes</u> ~ Report: Enrollment as of October 1, 2018
 ED006 (to be distributed) W. Zhuta.
- 5. <u>Committee of the Whole/15 minutes</u> ~ Report: Special Education M. Baldwin.
- 6. <u>Committee on Finance/5 minutes</u> ~ Request approval of the submission of the 2018-2020 Consolidated Two-year Federal Grant Application L. Riddick Barron.
- 7. <u>Committee on Finance/5 minutes</u> ~ Request approval of an Agreement with Connecticut Institute for the Blind, d/b/a Oak Hill M. Baldwin, E. Skoronski.
- 8. <u>Committee on Finance/5 minutes</u> ~ Request approval of an Agreement with Hope Academy of Milford, Inc. d/b/a Hope Academy M. Baldwin, E. Skoronski.

- 9. <u>Committee on Finance/5 minutes</u> ~ Request approval of Amendment #1 to the Agreement with Adelbrook, Inc. M. Baldwin., E. Skoronski.
- 10. <u>Committee of the Whole/15 minutes</u> ~ Report: SAT/AP D. Schwartz.
- 11. <u>Committee on School Personnel/5 minutes</u> ~ Request approval of a Memorandum of Understanding with Relay Graduate School of Education to provide Alternate Route to Certification J. Hayes.
- 12. <u>Committee on Finance/5 minutes</u> ~ Request approval of a Music Mentoring Services Agreement with Waterbury Symphony Orchestra, Incorporated to provide Music Mentoring Services to the Waterbury Arts Magnet School D. Schwartz.
- 13. <u>Committee of the Whole/5 minutes</u> ~ Request approval of a Memorandum of Understanding/Program Acknowledgment with Connecticut Military Department for STARBASE CT for academic year 2018-2019 D. Schwartz.
- 14. <u>Committee of the Whole/5 minutes</u> ~ Board of Education's 2019 Meeting Schedule.
- 15. <u>Committee on Building & School Facilities/3 minutes</u> ~ Use of school facilities by school organizations and/or City departments.
- 16. <u>Committee on Building & School Facilities/3 minutes</u> ~ Use of school facilities by outside organizations and/or waiver requests.

SUPERINTENDENT'S UPDATE TO THE BOARD

- 17. Superintendent's Notification to the Board/5 minutes:
 - a. Grant funded appointments effective immediately:
 - Cabrera, Elaine Bilingual Aide, Bilingual Office, FT, \$14.06 p/hour, non-union w/benefits, funded by Title III.
 - Cruz, Jailene Recreation Specialist, PT, \$12.00 p/hour, non-union and w/o benefits, funded by 21st Century.
 - Curtis, Kathy Secretary 3, Grant's Office, FT, Unit 69 w/benefits, funded by Priority Schools.
 - Goldbach, Donna Accountant 2, Grant's Office, FT, Unit 69 w/ benefits, funded by Title I Public/Non-public.
 - Grenon, Jason Tutor, Children's Community School, PT, \$25 p/hour, non-union and w/o benefits, funded by Title I/Non-public.
 - Maldonado, Tiffany Office Manager, Bilingual Office, FT, Unit 69 w/benefits, funded by Bilingual Grant.
 - Martinez, Michelle, Secretary 2, Special Education, FT, Unit 69 w/benefits, funded by IDEA Part B.
 - Modeen, Brianne Tutor, Driggs School, PT, \$32 p/hour, non-union and w/o benefits, funded by Title I/Public.
 - Robalino, Celina Bilingual Aide, Bilingual Office, FT, \$14.06 p/hour, non-union w/benefits, funded by Title III.
 - b. <u>21st Century/State Department of Education After-school Program Teacher appointments, salary per contract:</u>

<u>Carrington</u>: Michael Gomola, Marlene Madera, Jessica Hanley

Claire Hamel, Abigail Radzimirski

<u>Duggan</u>: Cara Files, Rachel Schmidt, Ioulia Tzepos

<u>Gilmartin:</u> Catherine Dwyer, Marcy Peschke, Suzanna Dali-Parker <u>Kingsbury:</u> Bret Bisaillon, Lauren Marques, Christine Capaldo

North End: Jennifer Rosa, Ryan Carpenter

Reed: Jerina Tona Wallace: Marguerite Pesce

Walsh: Evan Crane Wilson: Karyn Skinner

c. <u>WCA STEM After-school Program appointments effective immediately:</u> Kendra O'Brien – Teacher

d. Extended School Hours Program (ESH) appointments, salary according to individual's contract:

<u>marriadar 5</u>	<u>contracti</u>		
<u>School</u>	<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>
Bucks Hill	Bello	Delia	Administrator
	Hudobenko	Filomena	Administrator
	Sanzone	Ashley	Teacher
	Drewry	Megan	Teacher
	O'Donnell	Jennifer	Teacher
	Gibson	Alyse	Teacher
	Rodriguez	Nanichi	Teacher
	Arroyo	Maria	Teacher
	Cacho-Zuniga	Lurbin	Teacher
	Martinez	Gisele	Teacher
	Colon	Zulinette	Teacher
	Gerrish	Jessica	Teacher
	Brunelli	Teri	Secretary
	Comeau	Elizabeth	Substitute Teacher
	Fortuna	Anne	Substitute Teacher
	Santiago	Koulla	Substitute Teacher
	Montes de Oca	Delmaliz	Substitute Teacher
Bunker Hill	Cruess	Steven	Lead Teacher
	Avxhiu	Bjanka	Teacher
	Gwiazdoski	Andrew	PE Teacher
	Guerrera	Maureen	Secretary
	Perugini	Haleigh	Substitute
	Groppi	Susan	Substitute
	Rochon	Howard	Substitute
	Colangelo	Tina	Substitute
	Stango	Melissa	Substitute
Chase	Calabrese	Matthew	Admin.
	Evans-Foster	Shernett	Admin. – Sub.
	Zillo	Maria	Admin. – Sub.
	Caldarella	Lorri	Teacher
	Cavallo	Angelia	Teacher
	Matthews	Steve	Teacher
	O'Toole	Kaitlyn	Teacher
	Spinella	Abby	Teacher – Sub
	Melendez	Doreen	Coordinator/Parent Liaison
	Turner	Gina	Paraprofessional
	Salvia	Carol	Clerical
Driggs	Quezada	Paula	Teacher
00	Owens	Theresa	Teacher
	Oheara	Megan	Teacher
	Theriault	Michael	Admin
	Pinho	Kelly	SVP
	Argenta	Taryn	Admin
	Atkinson	Jennifer	Secretary
Duggan	Finkenzeller	Frances	Teacher
	McCasland	Maureen	Teacher
	Sirica	Erin	Teacher
	Schmidt	Rachel	Substitute
	Brittingham	Michele	Substitute
	Ferrare	Patty	Substitute
	Field	Susan	Substitute
Generali	Rock	Stefanie	Facilitator/Teacher
	Pelletier	Roseann	Teacher
	. 01100101	1100041111	1 0001101

	Mendoza	Tania	Secretary
	Verrier	Marie	Paraprofessional
	Barbieri	Nikki	Teacher – Sub
	DellaCamera	Ashley	Teacher – Sub
	Neibel	Amy	Teacher – Sub
	Rhinesmith	Wendy	Teacher – Sub
	Walling	Maggie	Paraprofessional/Sub
Reed	Steffero	Melissa	3 rd grade teacher
	Tomasella	Diurca	Site Administrator
	Mendoza	Juan	Sub Administrator
	Giron	Jenny	Paraprofessional
	Farrington	Gina	Paraprofessional
Tinker	Wehry	Nina	Secretary
	Bumci	Ereald	Para Professional
Walsh	Pierre Saint	Courtney	Lead Teacher
	Bilbrough	Allyson	Teacher
	Maldonado	Joanne	Teacher
	Nadonly	Karen	Sub
	Natoli	Jane	Sub
Washington	Langan	Colleen	Teacher
	Montagno	Nikita	Teacher
	Sullivan	Mariannina	Sub
	Rua	Stephanie	Sub
	Bocchicchio	Judy	Paraprofessional
	Cocchiola	Kaitlyn	Paraprofessional
	Fitzgerald	Kris	Clerical
Wilson	Rosser	Jennifer	Administrator
	Coelho	Dana	Administrator – Sub
	Densmore	Amy	Teacher-ELA-Wonders/Lexia
	Healy	Tara	Teacher-Science-NGSS
	Osagie	Nancy	Teacher – Math – i-Ready
	Shaffer	Andrea	Teacher – Sub
	Orsatti	Donna	Para
	Correa	Marlene	Para Sub
	Davis	Shelby	Para Sub
	Lacy	Simone	Para Sub

e. <u>Teacher transfers:</u>

DeFazio, Ronald – from Chase Grade 2 to Bunker Hill Library/Media Specialist, effective 10/09/18.

Linskey, Tara – from WSMS/WMS Split Health to WSMS Health, effective 10/04/18.

Rizzo, Lisa – from Kingsbury Grade 3 to Bucks Hill Reading, effective 10/22/18.

f. <u>Teacher hires:</u>

<u>Name</u>		Assignment		<u>Effective</u>		
Alexandrou	Steven	Wallace	Math Lab	8/27/2018		
Barnick	Sara	Chase	SLP	8/27/2018		
Brown	Edith	Tinker	Gr. 2	10/4/2018		
Burke	Kaitlin	Kennedy	PE/Health	10/15/2018		
DeFoe	Audra	State Street	Gr. 3-5	8/27/2018		
Erris	Talia	WMS/Brass City	Social Worker	8/27/2018		
Fernandez-Troche	Arelys	Reed	Library Media	10/29/2018		
Giacomi	Melissa	Chase	Gr. 2	10/9/2018		
Gonzalez	Stephanie	Chase	Bilingual Gr. 2	9/12/2018		
Hennessey	Marguerite	Duggan	Library Media	10/9/2018		
Lopez	Xylia	Tinker	Social Worker	9/13/2018		
Muratori	Katie	Kingsbury	Gr. 3	10/22/2018		
O'Connor	Jessica	Sprague	Gr. 3	8/27/2018		
Suarez	Wanda	Crosby	WL-Spanish	9/4/2018		
Thibodeau	Hannah	Wallace	Health	10/4/2018		
Timaul	Simarpreet	Regan	Gr. 4	9/10/2018		
Zaja	Olivia	Tinker	Gr. 5	10/9/2018		

g. Resignations:

Carroll, Christine – MMS Social Worker, effective 11/02/18. Gaydosh, Kathy – KHS Chemistry, effective. Hennessey, Rita – Duggan Library Media, effective 10/30/18. Steinmetz, Sarah – Driggs Special Education, effective 11/16/18. Briggs, Alyson – Reed ELA, effective 11/09/18.

h. Retirements:

Ames, Toni – Tinker Library Media Specialist, effective 10/31/18.

EXECUTIVE SESSION

ADJOURNMENT

Carrie A. Swain, Clerk Board of Education





Waterbury Public Schools

OFFICE OF COMPETITIVE GRANTS LOUISE ALLEN BROWN, J.D., M.P.A., GRANT WRITER

October 29, 2018

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

Re: School Security Competitive Grant Program – Round 4 (FY2018)

Dear President Brown and Board of Education Commissioners:

The Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, is accepting applications for a fourth round of competitive grants from the above-named grant program. The purpose of the grant is "to provide funds to improve security infrastructure in schools, eligible child care centers and preschools." This grant is managed by the State as a reimbursement basis grant, and grant funds would cover 79.29% of the project costs, with a required local match of 20.71%. Additional information about this grant program follows in my Grants Highlights document.

This year, Captain Robert Maxwell, WPD, and Chief Academic Officer Darren Schwartz have taken leadership roles in planning the scope of the Round 4 application. Interim School Inspector Chris Harmon, Rosh Maghfour from the School Inspector's Office, and IT Administrator Will Zhuta, have also contributed to the development of the proposed grant project. The district's Round 4 request is still under development, but will likely include security improvements such as some or all of the following at various schools: radios, electronic locks and card readers; replacement cameras and NVRs; safety and security film; a vestibule upgrade; new locks; security barriers/planters; and entry video-intercom phones. The total amount of the grant request is not vet finalized.

The deadline for proposals is December 4, 2018. I respectfully request your approval to apply for this competitive grant.

Very truly yours,

Louise Allen Brown Grant Writer

cc: Dr. Verna D. Ruffin Doreen Biolo Darren Schwartz Capt. Robert Maxwell School Security Competitive Grant Program, Round 4 (2018) CT Dept. of Emergency Services & Public Protection Div. of Emergency Management & Homeland Security Louise Allen Brown, October 24, 2018

Grant Highlights

<u>Purpose of Grant</u>: The purpose of this competitive grant is "to provide funds to improve security infrastructure in schools, eligible child care centers and preschools." (RFP, p. 4)

<u>Eligible Applicants</u>: Local School Districts, Regional Educational Service Centers, State Charter Schools, Technical High Schools, Incorporated or Endowed High Schools or Academies approved by SDE.

Reimbursement Grant ONLY: The applicant must purchase the approved items using its own procurement and bidding processes and submit a request for reimbursement to this grant program. (RFP, p. 13)

Grant Period: January 1, 2013 to June 30, 2021. Round 4 projects must be completed by 6/30/21.

<u>Match Funds Required</u>: Local school districts must contribute a percentage of the grant budget equal to the difference between the district's reimbursement rate and 100%. Waterbury's reimbursement rate for this grant is 79.29%. (RFP, p. 20) Therefore, the matching funds required will be 20.71% of the grant budget.

<u>Program Funds</u>: Ninety percent of funds will be awarded to eligible public school applicants. Ten percent of funds available will be awarded to eligible non-public schools, eligible child care centers and preschools.

<u>Allowable Project Expenses</u>: Allowable expenses include security improvements or enhancements consistent with the School Safety Infrastructure Standards contained in the <u>Report of the School</u> Infrastructure Safety Council dated November, 2015. Personnel costs are not allowed. (RFP, pp. 13-14)

Required at Time of Application: For each school for which funds are requested, a Safe Schools Checklist (a portion of the NCEF Safe Schools Facilities Checklist) is required at the time of application. NEW Checklists are required for Round 4. (RFP, p. 2)

<u>Funding Priorities/Applicant Ranking</u>: Of applicants with the greatest need for security infrastructure, first priority will be given to applicants that have no security infrastructure at the time of the school building security assessment. Then, priority will be given to applicants who have never received funding in the past. Succeeding priority will be given to applicants who are Priority School Districts. (RFP, p. 23)

Prior to Receiving Reimbursement: Prior to receiving reimbursement from the State for grant expenses, each grant awardee <u>must show</u> that 1) It "has conducted a uniform security assessment of its school security using the NCEF Safe Schools Facilities Check List (Full Assessment) at each school that receives funding. 2) The security assessment must be conducted "under the supervision of the district's local law enforcement agency" using the Safe Schools Facilities Check List. 3) [It] has submitted to DEMHS, a Security and Safety plan that meets the standards of the School Security and Safety plan Template for the schools under its jurisdiction, as well as certification that the Security and Safety Plan was exercised regularly. A plan must be in place and submitted for each school that receives funding under the grant." (RFP, p. 5)



SILVER / PETRUCELLI + ASSOCIATES

Architects / Engineers / Interior Designers 3190 Whitney Avenue, Hamden, CT 06518-2340 Tel: 203 230 9007 Fax: 203 230 8247 silverpetrucelli.com



March 27, 2018 sent via email

Rosh Maghfour Waterbury Public Schools 236 Grand Street Waterbury, CT 06702

Re: West Side Middle School CT DOE# 151-0292 RR

Dear Rosh:

Our office was contracted to provide general construction administrative duties, as noted in the contract terms. It should be noted, that our contract did not account for daily visitation and/or full-time oversight. We performed weekly meetings on-site and we were working real-time back at our office we answered RFI's, reviewed shop drawings and reviewed contractual information. The applications for payment, change orders and pertinent close-out documents have been reviewed, approved and processed.

Thus, this memorandum endorses the completion of the project,

Sincerely,

David J. Stein, AIA Principal

Cc: 14.301 file

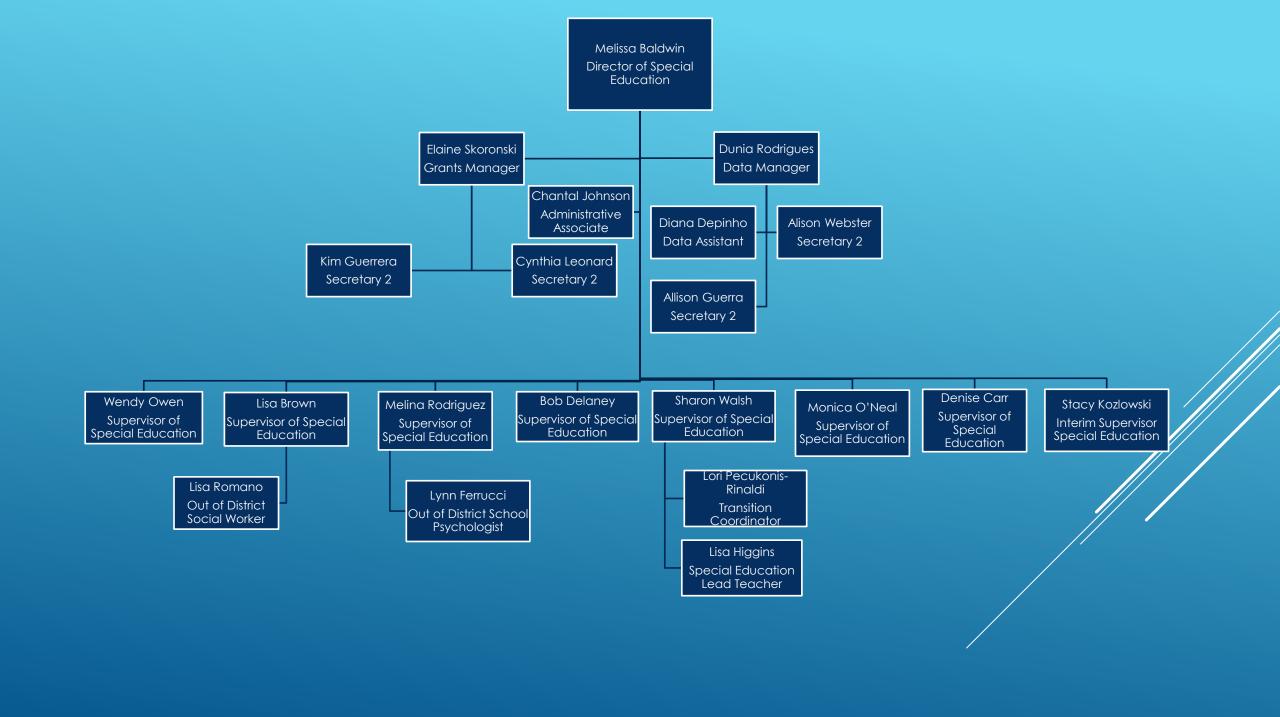


2018 October 1st Enrollment Report

School	Pre-K	K	1	2	3	4	5	6	7	8	9	10	11	12	Oct-18
Crosby High School											302	311	258	300	1171
Kennedy High School											320	297	318	307	1242
Wilby High School											243	263	247	260	1013
Waterbury Arts Magnet High School											121	121	109	119	470
Waterbury Career Academy	10										201	202	184	211	808
Wallace Middle School								397	390	360					1147
West Side Middle School								364	352	357					1073
North End Middle School								350	312	364					1026
Waterbury Arts Magnet Middle School								112	111	111					334
Bucks Hill School		99	107	117	114	88	80								605
Bunker Hill School	13	93	82	75	76	79	80								498
Chase School	15	117	133	126	131	140	127								789
Wendell Cross School	33	60	47	50	50	52	56								348
Driggs School	22	85	86	67	81	82	75								498
Bucks Hill Annex	196														196
Generali School		103	108	96	100	90	97								594
Duggan School	34	56	45	50	50	57	49	54	51	39					485
Hopeville School		97	88	78	82	69	65								479
Gilmartin School	35	46	72	42	49	50	54	43	55	38					484
Kingsbury School		80	89	84	86	85	85								509
Maloney School	87	80	89	89	88	88	86								607
Reed School	35	41	52	51	52	58	49	59	54	50					501
Regan School		39	36	47	39	39	49								249
Sprague School	89	70	64	71	56	81	73								504
Tinker School		98	97	82	80	99	93								549
Walsh School	17	62	63	52	53	93	64								404
Washington School	15	55	45	43	50	52	51								311
State Street School		6		4	6	4	8	5	11	7	7	13	14	14	99
Wilson School	52	83	52	69	71	57	55								439
Rotella School	71	89	86	88	88	96	96								614
Carrington School	30	51	58	55	43	63	58	53	62	56					529
Enlightenment School								7	27	26	17	27	32	18	154
October 2018 Enrollment	754	1510	1499	1436	1445	1522	1450	1444	1425	1408	1211	1234	1162	1229	18729



Melissa Baldwin Director of Special Education



INDIVIDUALS WITH DISABILITIES EDUCATION ACT EXPENDITURES

- ▶ Grant Period
- Grant Amount
- Number of Students
- 2 year cycles with one year overlap
- \$5,400,000
- All Students with Special Education Services in District (3,576), Brass City Charter School (25), and Non-Public (100): Total 3,701 Students

INDIVIDUALS WITH DISABILITIES EDUCATION ACT EXPENDITURES OVERVIEW

Total Grant - \$5,400,00

Budget

- ► Employee Salaries and Benefits \$3,724,000
 - ► Teachers 13 Special Education Teachers
 - Other Staff
 13 Behavior Therapists, 1 Speech and Language Therapist, 1 Speech Assistant, 1 Preschool Transition Coordinator, 1 Transition Coordinator, 2 Special Education Supervisors, 1 Grant/manager, 1 Office Manager, 4 Secretaries, 1 Database Manager, 1 Accountant
- Autism Pre-K and Bucks Hill Main-\$1,100,000 (includes 18 therapists and 1 Board Certified Behavior Analyst)
- Board Certified Behavior Analyst \$118,000 (Crosby / Wallace / Generali)
- Supplemental Services including instructional and administrative supplies, evaluation and testing materials, assistive technology, equipment and repairs, the web-based IEP system, supplies for a supplemental reading program, professional development and parent and student activities - \$458,000

AUTISM PROGRAMS IN WATERBURY PUBLIC SCHOOLS

Generali

- ▶ 33 Students
- ▶ 3 Teachers
- ▶ 1 Substitute Teacher
- ► 20 ABA Therapists
- ▶ 1 Paraprofessional
- ▶ Board Certified Behavior Analyst (BCBA) – 2 days/week

Wallace

- ≥17 Students
- >1 Teacher
- ▶ 6 ABA Therapists
- >2 Registered Behavior Technicians through Constellation
- >BCBA 1.5 days/week

Crosby

- ▶ 13 Students
- ▶ 1 Teacher
- ▶ 8 ABA Therapists
- ▶ BCBA 1.5 days/week

AUTISM PROGRAM AUDIT OPTIONS

- ► ACES Dr. Hoko
 - Audit would not be started until March of 2019
 - ▶ 3-5 weeks
 - ► Cost \$9,200
 - Program Audit Systematic review of special education programs based on ABA metholdology
 - Reviews structure and methods utilized in the program
 - Provides comprehensive report including specific recommendations for action by administration and staff
- ▶ In district team
 - ▶ Focus walk to review the program as a whole and individual classroom walkthroughs to determine the efficacy of the program for the children it serves including components of communication, social skills, academics, and behavior.
 - Personnel to include multiple administrators with expertise in the area of autism and the district Board Certified Behavior Analyst (BCBA)

STUDENTS IN SPECIAL EDUCATION

- ► Regular Education Students Enrolled 15,492
- ► Students Receiving Special Education Services in Waterbury Public Schools and Out of District Placements 3576
- ~ 18.75% of Waterbury Public School students are receiving special education services under IDEA

Other Schools Receiving Funds under IDEA:

- Non Public Students in Special Education 100
- Brass City Charter School Students in Special Education 25

OUT OF DISTRICT PLACEMENTS

Year	15-16	16-17	17-18	Current
Waterbury BOE # of Placed Students	73	71	65	69
Court Placed Students	3	5	0	2
DCF Placed Students	31	12	20	9
DDS Placed Students	3	1	0	0
Insurance Placed Students	6	1	2	1
Out of District total # of students	116	90	87	81
Total Number of Students in Special Education	3517	3667	3688	3701
Percentage of Students Placed	3.29%	2.45%	2.35%	2.18%

STATE STREET PROGRAM

Present

- ▶ Current 109 Students
- ► 24 students transferred from Enlightenment to State Street
- 1 TLC (Tender Love and Care PreK / K Students)
- ▶ 4 Elementary Classrooms
- ▶ 4 Middle School Classrooms
- ▶ 5 High School Classrooms
- ▶ 1 Alternative Classroom (Edgenuity, Homebound)

End of June 2018

- ▶ June, 2018 87 Students
- ▶ 2 Elementary Classrooms
- 2 Middle School Classrooms
- ▶ 4 High School Classrooms

STATE STREET PROGRAM CONT.

▶ Beginning of the School Year to Present –

▶ 15 students have been placed at State Street from Out of District Placements including Solnit and Detention.

▶ 8 Students have returned to their district school from State Street

State Street Daily Attendance Percentage By Classroom – 10/30/2018

10/0	0/2010
	Average Attendance
	Percentage
Teacher:	
TLC	83%
1st/2nd Grade	90%
3rd Grade	88%
4th/5th Grade	87%
4th/5th Grade	91%
Elementary School	88%
Total %	00%
MS	84%
MS	83%
MS	77%
MS	70%
Middle School Total %	79%
HS	
HS	89%
HS	69%
HS	73%
HS	59%
HS	79%
HS	30%
High School Total %	66%
Building Wide Total %	78%
October 30, 2017	75%

QUESTIONS?

SUMMARY



CONSOLIDATED TWO YEAR FEDERAL GRANTS 2018 - 2020

2017-2019

2018-2020

\$12,041,983

Title | Part A - Improving Basic Programs, \$11,643,230

> Public schools are ranked according to public school poverty criteria and divided into poor pupil allocations. The high schools with fifty percent poverty or higher have a separate ranking status. Professional Development (PD) funds are set aside and include the training of school staff on the new Science and English Language Arts Curriculums that are provided for all schoolwide programs that align with the School Improvement Plans. Professional development funds are also set aside for all curriculums and for training all administrators. Set aside funds are provided for Public School Choice under the NCLB legislation, Funds required under Every Student Succeeds Act are set aside for parent and family engagement activities and to provide services and support for homeless children and youth. Funds are also set aside for Focus and Turnaround schools and capital expenses for the private schools. Funds allocated to schools include literacy and numeracy staff and parent liaisons. Title I also funds coaches, facilitators, tutors, hall monitors, truancy/ prevention specialists and network specialists. Fourteen classrooms and programs from the Office of Early Childhood are Title I funded. The community partnerships will continue and The Portrait of a Graduate Forums will be held and on-going. The private school entitlement includes Title I tutors, Third Party Providers, educational materials, professional development and family involvement.

\$1,298,409 \$1,142,652 <u>Title IIA - Teacher and Principal Training and Recruiting</u>

Professional Development funds will be used to train aspiring administrators, partially fund the annual New Teacher Orientation and train school staff per school allocation. The grant also funds the salaries of Human Resource Grants staff and five newly hired teachers. Funds are also transferred to Title I to align with Every Student Succeeds Act (ESSA). The private school entitlement is also included for Professional

Development only.

\$ 165,867 \$813,310 Title IV Part A- Student Support and Academic Enrichment

With reauthorization in December 2015 of the Elementary and Secondary Education Act of 1965 (ESEA), the Every Student Succeeds Act (ESSA) provides funding under the newly authorized subpart 1 of Title IV, Part A with the intention of increasing state and local capacity to address three priority areas. The funds provide all students with access to a well-rounded education; improve school conditions for student learning and improve the use of technology in order to improve the academic achievement and digital literacy of all students. The funds are offered to public, schools, private schools, parent organizations and community organizations.

\$13,506,259

\$13,599,192 GRAND TOTAL FOR ALL GRANTS



WATERBURY Public Schools

Todau's Students, Tomorrow's Leaders

Melissa Baldwin

Director of Special Education Special Education Department 236 Grand St. 2st floor Waterbury, CT 06702 203-574-8017 mbaldwin@waterbury.k12.ct.us

Oct. 22, 2018

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

And

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

Re: Approval of a Contract between City of Waterbury and Connecticut Institute for the Blind d/b/a Oak Hill

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the contract submitted between the City of Waterbury and Connecticut Institute for the Blind, d/b/a Oak Hill be placed on your next agenda and approved. The contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each

student, individual education plans (IEPs) based on each student's individualized needs.

The Waterbury School District has placed students at the Connecticut Institute for the Blind d/b/a Oak Hill School, a school for students with disabilities. The contract with Connecticut Institute for the Blind d/b/a Oak Hill, runs from July 1, 2018 through June 30, 2021 with a two year option to extend the contract. The yearly amount of the contract is up to \$174,464. The total amount of the contract for three years is up to \$523,392 and is paid for by general funds. A tax clearance has been obtained.

I appreciate your consideration in this important matter.

Respectfully Submitted,

Melin Baldin

Melissa Baldwin

Encs. Contract Tax Clearance

THE CITY OF WATERBURY MEMORANDUM

From:

Delinquent Tax Office

Date: 10/10/2018

To:

Elaine Skoronski

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.

Connecticut Institute for the Blind

Dba Oak Hill School

James T. Jones 120 Holcomb St Hartford, CT 06112

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

Very truly yours.

FAC/wmf

Frank A. Caruso Jr. CCMC Revenue Collections Manager

City of Waterbury

AGREEMENT BETWEEN CITY OF WATERBURY

and

CONNECTICUT INSTITUTE FOR THE BLIND, INC. DBA OAK HILL

THIS AGREEMENT, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, hereinafter referred to as the "City" and Connecticut Institute for the Blind, Inc. dba Oak Hill, a duly registered State of Connecticut Corporation doing business at 120 Holcombe Street, Hartford, Connecticut 06112, hereinafter referred to as the "Contractor".

WHEREAS, Contractor is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (I.E.P.), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, Contractor is desirous of performing said services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

- 1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual students I.E.P. as developed by the City and the Planning and Placement Team (PPT), which is incorporated herein by reference as if fully set forth herein. Contractor shall provide conferences with parents and report to the Citý when necessary regarding the progress of the child.
- 1.2 Contractor agrees to provide the education component, as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.
- 1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.

- 1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of services rendered. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.
- 1.5 Contractor shall not withdraw any child, for any reason, from the program without first giving thirty (30) days' notice to the City.
- 1.6 The Superintendent or her agent shall have the right to visit and observe the program at any time.
- 1.7 Contractor shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term

2.1 The term of this Agreement shall be for three fiscal years commencing on July 1, 2018 to June 30, 2021 or any part thereof. The City shall have the option to extend this agreement for two additional years, upon the same terms and conditions as set forth herein, by giving notice to Contractor sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment

- 3.1 The City shall pay Contractor the amount up to Five Hundred Twenty-Three Thousand Three Hundred Ninety-Two Dollars (\$523,392.00) for the entire three year contract term, for educational and related services properly rendered hereunder, unless said contract is terminated as provided herein. The basis for payment of said services shall be as set forth in Attachment A entitled "Rate Schedule". Payment shall be made only for the school days as identified in each child's I.E.P. and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year agreement for all services that may be rendered by Contractor under this Contract.
- 3.2 The City may add or delete students, or any services required by each student, at any time, as it deems necessary per each students I.E.P., as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.
- 3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the "Rate Schedule" for that fiscal year.

Payment for each child may be changed from time to time based upon each child's individual I.E.P. and services required. Payment to be made by the City shall be for educational costs and related services only.

In the event that any child enters Contractor's facility at a time subsequent to the 3.4 beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's I.E.P. Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this contract unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports

- 4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual I.E.P. for each student placed at the Contractors facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.
- 4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

5. Student Data Requirements

- 5.1 Contractor shall comply will all relevant provisions of Connecticut General Statutes ("C.G.S."). §10-234 bb regarding Student Data, including, but not limited to the following:
- 5.2 Contractor agrees that student records, student information, and student-generated content (collectively "Student Data") as defined by C.G.S. §10-234aa are not the property of, or under the control of the Contractor.
- Contractor agrees that the City may at any time upon prior written notice to the Contractor, request deletion, within a reasonable time, of Student Data in the possession of the Contractor that is not (a) otherwise prohibited from deletion or required to be retained under state or federal law, or (b) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor, however, the City may request the deletion of any such Student Data if such copy has been used by the operator to repopulate accessible data following a disaster recovery.
- 5.4 Contractor agrees that it will not use Student Data for any purposes other than those specifically allowed under the terms of this Agreement.
- 5.5 Contractor agrees that, students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record pursuant to the Waterbury Board of Education Policies.
- 5.6 The Contractor shall take all necessary actions designed and required by applicable State, Federal, and local law, to ensure the confidentiality of all Student Data.
- 5.7 The Contractor agrees that it shall not retain Student Data and that Student Data shall not be available to the Contractor upon the expiration of this Agreement unless the student, parent, or legal guardian of the student has independently established or maintained an electronic account with the Contractor after the expiration of this Agreement for the purpose of storing student-generated content.
- 5.8 All Student Data is the property of the student or the parent or legal guardian of the student.
- 5.10 Contractor shall not use (a) student information, student records or student generated content for any purposes other than those authorized pursuant to the contract, or (b) personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising.
- 5.11 Contractor shall comply with the provisions of C.G.S. §10-234dd as amended with regard to unauthorized release, disclosure or acquisition of student data.

6. Confidentiality/FERPA.

- 6.1 Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. Contractor shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.
- 6.2 Any and all materials contained in a City of Waterbury students' file that are entrusted to Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Contractor shall be used solely for the purposes of providing services under this agreement.
- 6.3 Contractor acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Contractor 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, Contractor has no authority to make disclosures of any information from education records.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it 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 DCF registry check and represents that there are no pending actions with the Department of Children and Families and are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations

8. Representation Regarding Qualification

- 8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.
- 8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.
- 8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.
 - 8.3.1 Representations regarding Personnel. Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.
 - 8.3.2 The Contractor represents and warrants 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 Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment

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

10. Indemnification

- 10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the Contractors services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Boards, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.
- 10.3 In any and all claims against the City, the Board of Education or any of its employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.
- 10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 10.6 The City assumes all risk with regards to its obligations as set forth in this agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.
- 10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. Contractor's Liability Insurance

- 11.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.
- 11.2 At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor may be liable.
- 11.3 Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

- 11.3.1 <u>Comprehensive General Liability Insurance</u> coverage with limits of \$1,000,000 per Occurrence/\$2,000,000 Aggregate/\$2,000,000 Products Completed Operations Aggregate
- 11.3.2 <u>Commercial Auto Liability Insurance</u> coverage with limits of \$1,000,000 Combined Single Limit (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);
- 11.3.3 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

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

- 11.3.4 <u>Professional Liability/Errors and Omissions</u> coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per Occurrence (or per Claim, if Claims Made coverage) /\$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;
- 11.3.5 Abuse & Molestation Liability coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as standalone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Occurrence as appropriate per type of policy, and \$1,000,000 Aggregate limit; Applicable to Contractors working directly with Youth/Minors.
- 11.3.6 Certificates of Insurance. Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the addition insured shall be primary and noncontributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Certificate of Insurance shall evidence the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. The Certificates of Insurance must read:

"The City of Waterbury and the Waterbury Board of Education are listed as additional insurance as their interest may appear."

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy (ices). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury Attn: Education Dept.-Robert Brenker, 3rd Floor 236 Grand Street Waterbury, CT 06702

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

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

11.3.8 <u>Cancellation</u>. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. Discriminatory Practices

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

- 12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.
 - 12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination

- 13.1 <u>Termination of Agreement for Cause.</u> If, through any cause, in part or in full, not the fault of Contractor, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor 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 Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.
- Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.
- 13.3 <u>Termination for Convenience of the City</u>. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this agreement.
- 13.4 <u>Termination for Lack of Funding</u>. The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable

manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

- 13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.
 - 13.5.1 Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to Contractor.
 - 13.5.2 No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate Contractor for any lost or expected future profits.

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, I.E.P., or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

- 15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.
- 15.2 The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor.

16. Assignability.

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

17. Audit.

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

18. Interest of City Officials.

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

19. Prohibition against Gratuities and Kickbacks

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

the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

- 19.3 Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- 19.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.
- 19.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

20. Prohibition Against Contingency Fees

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

21. City of Waterbury's Ethics Code Ordinance

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

22. Entire Agreement.

22.1 This Agreement shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous

agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and agreed to by the City and Contractor.

23. <u>Independent Contractor Relationship.</u>

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

24. Severability.

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

25. Survival.

25.1 Any provisions of this Agreement that impose continuing obligations on the parties and shall survive the expiration or termination of this Agreement for any reason.

26. <u>Disputes; Legal Proceedings and Continued Performance.</u>

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

27. Binding Agreement.

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

28. Waiver.

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

29. Governing Laws.

STITER TO COTO C.

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

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

WIINESSES.	
	D
	By: Neil M. O'Leary
Driet nama	Mayor, City of Waterbury
Print name	Date:
	27 3220

CONNECTICUT INSTITUTE FOR THE BLIND, INC. DBA OAK HILL

CITY OF WATERBURY

Gayle Winten
Print name

JAMES 7. JONES, VP & TREASUREN
Print Name and Title

Date: 10/3/2018

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\The Connecticut Institute for the Blind dba Oak Hill - CRT18-177\Drafts\draft 8.29.18 revised,doc

SCHEDULE "A" Yearly Rate Schedule City of Waterbury And

Connecticut Institute for the Blind, Inc., DBS Oak Hill (Consisting of 2 pages)

201819 School Calendar	
Special Education rate per year	
Eighty-Three Thousand Eight Hundred Sixty-Five Dollars and Sixty-Nine	,
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our\$39.45/hr	



WATERBURY Public Schools

Today's Students, Tomorrow's Leaders

Melissa Baldwin

Director of Special Education Special Education Department 236 Grand St. 2rd floor Waterbury, CT 06702 203-574-8017 mbaldwin@waterbury.k12.ct.us

Oct. 22, 2018

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

And

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

Re: Approval of a Contract between City of Waterbury and Hope Academy of Milford, Inc. d/b/a Hope Academy

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the contract submitted between the City of Waterbury and Hope Academy of Milford, Inc. dba Hope Academy be placed on your next agenda and approved. The contract did not go out to bid as it is exempt from the bidding process under section 38.029 (D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each

student, individual education plans (IEPs) based on each student's individualized needs.

The contract with Hope Academy of Milford, Inc. d/b/a Hope Academy, a school for students with disabilities, runs for one year, from July 1, 2018 through June 30, 2019. The yearly amount of the contract is up to \$96,500 and is paid for by general funds. A tax clearance is being obtained.

I appreciate your consideration in this important matter.

Respectfully Submitted,

Melissa Baldwin

Encs. Contract

AGREEMENT BETWEEN CITY OF WATERBURY AND

HOPE ACADEMY OF MILFORD, INC., D/B/A HOPE ACADEMY

THIS AGREEMENT, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (the "City") and Hope Academy of Milford, Inc. d/b/a Hope Academy, a duly registered State of Connecticut Corporation doing business at 89 Marsh Hill Road, Orange, Connecticut, 06477, (the "Contractor").

WHEREAS, Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

WHEREAS, Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Program ("I.E.P."), by providing education to children with disabilities placed in its facility for non-residential reasons by the Waterbury Board of Education; and

WHEREAS, Contractor is desirous of performing said services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

- 1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's I.E.P. as developed by the City and the Planning and Placement Team ("PPT"), which is incorporated herein by reference as if fully set forth herein. Contractor shall provide conferences with parents and report to the City when necessary regarding the progress of the child.
- 1.2 Contractor agrees to provide the education component, as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.
- 1.3 The Contractor shall hold and attend PPT meetings as needed, but at a minimum on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Contractor. A PPT meeting may be held via a telephone conference as required by the City.
- 1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's Facility along with documentation of services rendered. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.
- 1.5 Contractor shall not withdraw any child, for any reason, from the program without first giving thirty (30) days' notice to the City.

- 1.6 The Superintendent or her agent shall have the right to visit and observe the program at any time.
- 1.7 Contractor shall immediately notify the child's parents and/or guardian, and the City in the event of an emergency or injury, concerning or involving the child.

2. Term

2.1 The term of this Agreement shall be for one fiscal year commencing on July 1, 2018 to June 30, 2019, or any part thereof. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Payment

- 3.1 The City shall pay Contractor the amount up to Ninety-Six Thousand, Five Hundred Dollars (\$96,500.00) for the entire one year contract term, for educational and related services properly rendered hereunder, unless said contract is terminated as provided herein. The basis for payment of said services shall be as set forth in Attachment A entitled "Rate Schedule". Payment shall be made only for the school days as identified in each child's I.E.P. and shall be in accordance with the City of Waterbury's payment policy and procedures.
- 3.2 The City may add or delete students, or any services required by each student, at any time, as it deems necessary per each students I.E.P., as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Contractor facility. Accordingly, all rates shall remain as set forth in the Rate Schedule.
- 3.3 For all the services provided to each child under this Agreement, the City shall pay to Contractor an amount based upon the Rate Schedule. Payment for each child may be changed from time to time based upon each child's individual I.E.P. and services required. Payment to be made by the City shall be for educational costs and related services only.
- 3.4 In the event that any child enters Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. Contractor shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend Contractor's program as indicated on each child's I.E.P. Contractor shall provide the City with a monthly attendance log and the City shall only be responsible to pay Contractor for days the child is actually in attendance, or in which Contractor is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this contract unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Contractor in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports

- 4.1 The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual I.E.P. for each student placed at the Contractors facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.
- 4.2 Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

5. Student Data Requirements

- 5.1 Contractor shall comply will all relevant provisions of Connecticut General Statutes ("C.G.S."). §10-234 bb regarding Student Data, including, but not limited to the following:
- 5.2 Contractor agrees that student records, student information, and student-generated content (collectively "Student Data") as defined by C.G.S. §10-234aa are not the property of, or under the control of the Contractor.
- 5.3 Contractor agrees that the City may at any time upon prior written notice to the Contractor, request deletion, within a reasonable time, of Student Data in the possession of the Contractor that is not (a) otherwise prohibited from deletion or required to be retained under state or federal law, or (b) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor, however, the City may request the deletion of any such Student Data if such copy has been used by the operator to repopulate accessible data following a disaster recovery.
- 5.4 Contractor agrees that it will not use Student Data for any purposes other than those specifically allowed under the terms of this Agreement.
- 5.5 Contractor agrees that, students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record pursuant to the Waterbury Board of Education Policies.
- 5.6 The Contractor shall take all necessary actions designed and required by applicable State, Federal, and local law, to ensure the confidentiality of all Student Data.
- 5.7 The Contractor agrees that it shall not retain Student Data and that Student Data shall not be available to the Contractor upon the expiration of this Agreement unless the student, parent, or legal guardian of the student has independently established or maintained an electronic account

with the Contractor after the expiration of this Agreement for the purpose of storing student-generated content.

- 5.8 All Student Data is the property of the student or the parent or legal guardian of the student.
- 5.10 Contractor shall not use (a) student information, student records or student —generated content for any purposes other than those authorized pursuant to the contract, or (b) personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising.
- 5.11 Contractor shall comply with the provisions of C.G.S. §10-234dd as amended with regard to unauthorized release, disclosure or acquisition of student data.

6. Confidentiality/FERPA.

- 6.1 Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Contractor shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.
- 6.2 Any and all materials contained in a City of Waterbury students' file that are entrusted to Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Contractor shall be used solely for the purposes of providing services under this agreement.
- 6.3 Contractor acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). Contractor 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, Contractor has no authority to make disclosures of any information from education records.

7. Criminal Background Check and DCF Registry Check.

7.1 Contractor represents and warrants that it 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 DCF registry check and represents that there are no pending actions with

the Department of Children and Families and that they are not listed on the child abuse and neglect registry. The City and Board shall rely upon these representations.

8. Representation Regarding Qualification

- 8.1 Contractor hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.
- 8.2 Contractor hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.
- 8.3 Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, Contractor shall provide the City with copies of Contractor's license, certification and resumes, as applicable. Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.
 - 8.3.1 Representations regarding Personnel. Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.
 - 8.3.2 The Contractor represents and warrants 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 Contractor's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed no violations.

9. Debarment

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

10. <u>Indemnification</u>

- 10.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 10.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Boards, their officers, agents, or employees' attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.
- 10.3 In any and all claims against the City, the Board of Education or any of its employees, by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 10.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.
- 10.5 The City shall indemnify and hold harmless Contractor, and their 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 any of the City's obligations under this agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 10.6 The City assumes all risk with regard to its obligations as set forth in this agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor, their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.
- 10.7 In any and all claims against Contractor, or any of its employees by any employee of the City, any of the City's subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or

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

11. Contractor's Liability Insurance

- 11.1 Contractor shall not commence work under this Agreement until all minimum insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class "VIII" or better financial size category as shown in the most current A.M. Best Company ratings. Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.
- 11.2 At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor of for which Contractor or subcontractor may be liable.
- 11.3 Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
 - 11.3.1 <u>Comprehensive General Liability Insurance</u> coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate
 - 11.3.2 <u>Commercial Auto Liability Insurance</u> coverage with limits of \$1,000,000 Combined Single Limit (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);
 - 11.3.3 <u>Worker's Compensation Insurance</u> in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits

- 11.3.4 <u>Professional Liability/Errors and Omissions</u> coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per Occurrence (or per Claim, if Claims Made coverage) /\$1,000,000 Aggregate limits.
- 11.3.5 Excess Liability \$3,000,000 per Occurrence/\$3,000,000 Aggregate
- 11.3.6 <u>Abuse & Molestation Liability</u> The coverage may be provided as General Liability coverage or provided as stand-alone coverage, and, either way, should be shown

on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence and \$1,000,000 Aggregate limit.

11.3.7 <u>Certificates of Insurance</u>. Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the 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. Certificate of Insurance shall evidence the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage. The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds as their interest may appear."

Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies) and coverage afforded under the policies shall not be cancelled or reduced for any reason unless notice of no less than thirty (30) days has been mailed to:

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

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

- 11.3.8 Failure to Maintain Insurance In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.
- 11.3.9 <u>Cancellation</u>. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

12. Discriminatory Practices

12.1 In performing this Agreement, Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04

of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

- 12.2 The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, national origin, sex, handicap or disability.
 - 12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. <u>Termination</u>

- Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of Contractor, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor 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 Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.
- 13.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.
- 13.3 <u>Termination for Convenience of the City.</u> The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this agreement.
- Termination for Lack of Funding. The Contractor acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in

whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

- 13.5 The Contractor therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.
 - 13.5.1 Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to Contractor.
 - 13.5.2 No Payment for Lost Profits. In no event shall the Board or the City be obligated to pay or otherwise compensate Contractor for any lost or expected future profits.

14. Delivery of Documents.

14.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Contractor, Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited to, any and all student records, evaluations, reports, I.E.P., or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

15. Subcontracting.

- 15.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.
- 15.2 The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor.

16. Assignability.

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

17. Audit.

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

18. Interest of City Officials.

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

19. Prohibition against Gratuities and Kickbacks

- 19.1 No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- 19.2 No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- 19.3 Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- 19.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.
- The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a

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

20. Prohibition against Contingency Fees

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

21. City of Waterbury's Ethics Code Ordinance

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

22. Entire Agreement.

22.1 This Agreement shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and agreed to by the City and Contractor.

23. Independent Contractor Relationship.

23.1 The relationship between the City and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

24. Severability.

24.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

25. Survival.

25.1 Any provisions of this Agreement that impose continuing obligations on the parties and shall survive the expiration or termination of this Agreement for any reason.

26. Disputes; Legal Proceedings and Continued Performance.

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

27. Binding Agreement.

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

28. Waiver.

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

29. Governing Laws.

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

[Signature page follows.]

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

WITNESSES:	CITY OF WATERBURY
	By:
	Neil M. O'Leary Mayor, City of Waterbury Duly Authorized
Print name	
	Date:
Jonni Aly	HOPE ACADEMY OF MILFORD, INC. D/B/A HOPE ACADEMY By:
Print name	Duly Authorized LAUCH A CARROLL PRINT Name and Title
	Date: 10/1/18

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SCHEDULE A

2018-2019 School Year Rate Schedule

(Consisting of ____ pages)

Attachment A



2018-2019 Tuition & Health Related Service Fees

Student Name:

District Name:

Waterbury

Tuition:

Alternate to Homebound Academic Program:

\$84,700.00 annual

Health Related Services as per current IEP dated 7/3/2018:

Family Counseling:

\$5,850.00 annual

Home Visits (5)

\$ 750.00 annual

Speech & Language Therapy

\$5,070.00 annual

Occupational Therapy:

\$ 130.00 annual

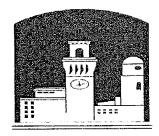
Total Projected Costs: \$26,500.00

An additional charge for Speech & OT providers' attendance at PPTs will be billed at \$130.00/hour.

An additional charge for evaluations requested by the team at PPTs will be billed at \$130.00/hour.

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WATERBURY Public Schools

Today's Students, Tomorrow's Leaders

Melissa Baldwin

Director of Special Education Special Education Department 236 Grand St. 2rd floor Waterbury, CT 06702 203-574-8017 mbaldwin@waterbury.k12.ct.us

October 29, 2018

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

And

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

Re: Approval of an amendment to the Contract between City of Waterbury and Adelbrook, Inc.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the amendment to the contract submitted between the City of Waterbury and Adelbrook, Inc. be placed on your next agenda and approved. The amendment to the contract did not go out to bid as it is exempt from the bidding process under section 38.029 (D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each

student, individual education plans (IEPs) based on each student's individualized needs.

The Waterbury School District has placed students at Adelbrook, Inc. which operates a school for students with disabilities and had a contract completed with Waterbury in 2016. The amendment is necessary to increase the total amount of the contract by \$335,000 to cover increased tuition costs for additional students.

The Amendment increases the total amount of the contract to \$1,013,135 from \$678,132 in the current contract. The contract term remains the same from July 1, 2016 through June 30, 2019 and is paid for by general funds. A tax clearance is being obtained

I appreciate your consideration in this important matter.

Respectfully Submitted,

Melissa Baldwin

Encs. Amendment to Contract

AMENDMENT 1 TO AGREEMENT BETWEEN CITY OF WATERBURY and ADELBROOK, INC.

THIS AMENDMENT 1, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury, 236 Grand Street, Waterbury, Connecticut, 06702, duly authorized, hereinafter referred to as the "City" and Adelbrook, Inc. duly registered State of Connecticut Corporation doing business at 60 Hicksville Road, Cromwell, Connecticut 06416, hereinafter referred to as the "Contractor".

WHEREAS, On November 23, 2016 the parties entered into an Agreement to provide education services to children with disabilities pursuant to the Individuals with Disabilities Education Act ("I.D.E.A."), for three fiscal years commencing on July 1, 2016 to June 30, 2019, hereinafter referred to as "Agreement"; and

WHEREAS, the Agreement provided for compensation to the Contractor in an amount not to exceed Six Hundred Seventy-Eight Thousand One Hundred Thirty-Five Dollars (\$678, 135.00) for the entire-three year term of the Agreement; and

WHEREAS, the parties wish to amend the Agreement, by this Amendment Number 1, to provide for additional education services and increase the Payment to the Contractor.

NOW THEREFORE, it is mutually agreed as follows:

- 1. The November 23, 2016 Agreement shall be amended, by this Amendment 1, to include the additional payment of Three Hundred Thirty-Five Thousand Dollars (\$335,000.00) as further set forth below;
 - Paragraph 3.1, entitled Payment, of the November 23, 2016 Agreement shall be amended, by this Amendment 1 to provide that; The City shall pay the Contractor an amount not to exceed One Million Thirteen Thousand, One Hundred Thirty-Five Dollars (\$1,013,135.00) for the entire three year term of this Agreement, for contract years beginning July 1, 2016 and ending on June 30, 2019, for services properly rendered, hereinafter referred to as "Total Payment".
 - 1.2 Attachment A, Schedule A entitled "Yearly Rate Schedule" shall be amended to include the Yearly Rate Schedule for 2018-2019 as set forth in Attached Schedule A, attached hereto and made a part hereof.
- All other terms, conditions, and provisions of the November 23, 2016 Agreement shall remain in full force and effect and binding on the parties hereto.

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

WITNESSES:	CITY OF WATERBURY		
Print name	By: Neil M. O'Leary, Mayor		
Print name	Date:		
WITNESSES:	ADELBROOK, INC.		
Print name	By: D.W. Walbaum Chief Financial Officer		
Print Name and Title	Date:		

 $F:\ \ Electronic\ Filing\ System\ \ FILE\ MANAGEMENT\ Transactional\ \ Contracts\ \ Education\ Contracts\ \ Education\ Contracts\ \ Education\ Contracts\ \ Adelbrook\ Inc\ Children's\ Home\ of\ Cromwell\ Amendment\ 1-CRT18-253\ \ Drafts\ \ Final\ Amend\ 1\ 10.23.18.docx$

Schedule "A"

"Yearly Rate Schedule"

School Year 2018-2019

The Learning Center-Cromwell

The Learning Center-Manchester

The Learning Center East Hartford

•	
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 Consultation Services Speech Therapy	\$110.00/hour (eff.8/30/18)
Occupational Therapy Physical Therapy Behaviorist Services	s \$95.00/hour
School Social Worker Services	\$75.00/hour
Physical Therapy	\$90.00/hour
Behavioral Services	Included in tuition rate
School Social Worker Services	Included in tuition rate



WATERBURY PUBLIC SCHOOLS CT-SAT and AP Exam Results

November 2018

CT Core Standards

6 Shifts in the Learning Standards

Increase in Nonfiction Text

Conent Area Literacy in Science, History/S.S., & Technical Subjects

Increase Complexity of Texts

Focus on Text Based Questions

Writing Arguments w/Text Based Support

Focus on Acaemic Vocabulary

Standards for Mathematical Practice



Make sense of problems and persevere in solving them.



Reason abstractly and quantitatively.



Construct viable arguments and critique the reasoning of others.



Model with mathematics.



Use appropriate tools strategically.



Attend to precision.



Look for and make use of structure.



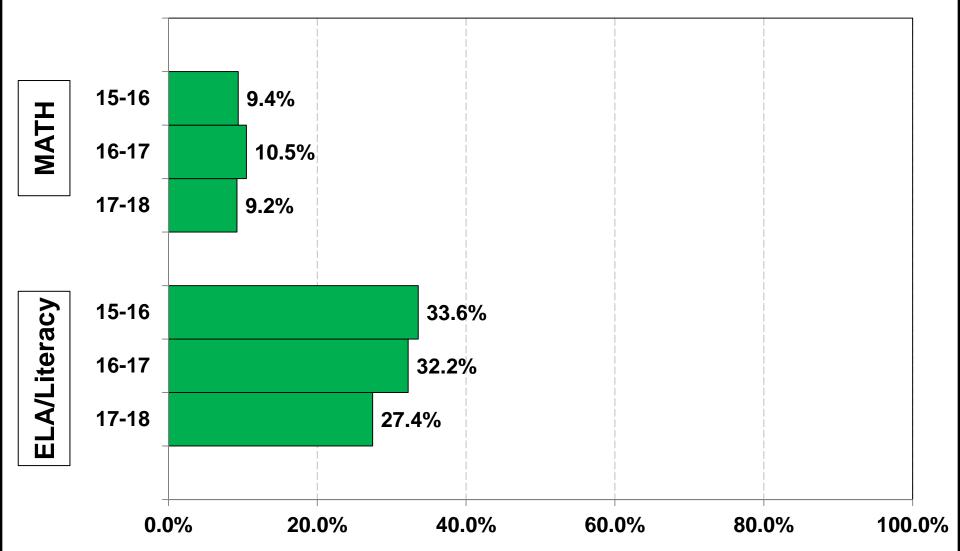
Look for and express regularity in repeated reasoning.

SAT Background

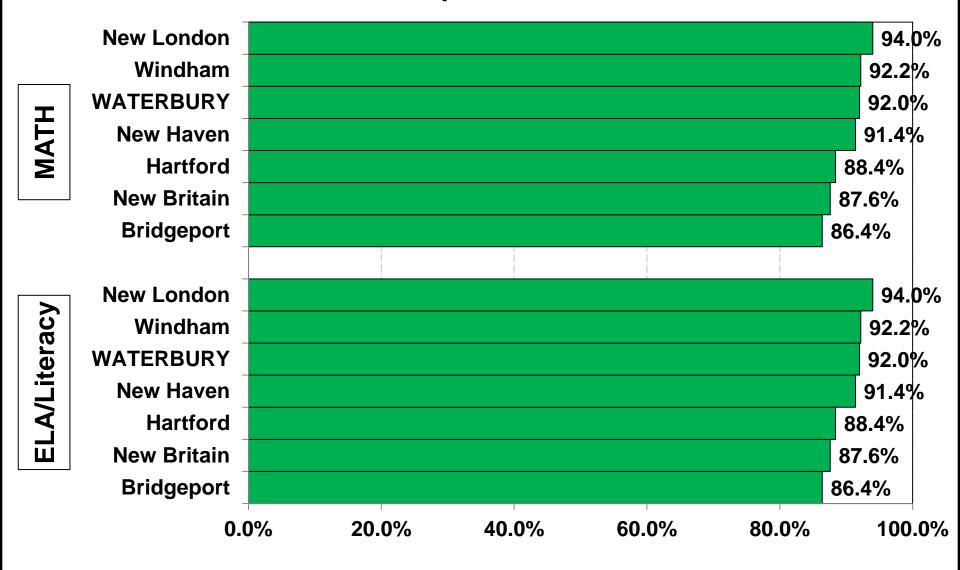
- The Connecticut SAT (CT-SAT) replaced the Smarter Balanced Assessment in Connecticut for math and English Language Arts/Literacy for grade 11 in 2015-2016
- The redesigned SAT is intended to measure achievement of the CT Core Standards
 - Math
 - Evidence-based reading and writing (EBRW)
- The CT-SAT did not include the writing (essay) assessment
- Test dates were April 24 and April 25 2018 during the school day
- Student scores are reported in four levels
 - Level 4 Exceeds the achievement level
 - Level 3 Meets the achievement level
 - Level 2 Approaching the achievement level
 - Level 1 Does not meet the achievement level

CONNECTICUT SAT District

Percentage of Students Meeting or Exceeding the Achievement Level



CONNECTICUT SAT 2017-2018 DRG I Participation Rates



CONNECTICUT SAT 2017-2018 DRG I Ranked by Change From Prior Year Percentage of Students Meeting or Exceeding the Achievement Level

DISTRICT	SUBJECT	# TESTED	% 3 OR 4	CHG PRIOR YEAR
New Britain	ELA	534	29.2	1.1
New Haven	ELA	1168	37.0	-0.2
New London	ELA	232	39.2	-0.6
Hartford	ELA	1082	33.9	-1.8
Bridgeport	ELA	1050	31.7	-3.1
WATERBURY	ELA	1061	27.4	-4.8
Windham	ELA	117		

DISTRICT	SUBJECT	# TESTED	% 3 OR 4	CHG PRIOR YEAR
New Haven	Math	1167	16.1	1.5
Hartford	Math	1076	16.8	1.5
New Britain	Math	533	10.3	1.0
Windham	Math	114	10.5	-0.9
WATERBURY	Math	1054	9.2	-1.3
New London	Math	231	19.5	-1.4
Bridgeport	Math	1047	13.1	-2.8

CONNECTICUT SAT 2016-2017 All Schools Ranked by Change From Prior Year Percentage of Students Meeting or Exceeding the Achievement Level

SCHOOL	SUBJECT	# TESTED	% 3 OR 4	CHG PRIOR YEAR
Wilby	ELA	218	13.8	-3.3
Kennedy	ELA	253	24.9	-3.4
DISTRICT	ELA	1061	27.4	-4.8
WAMS	ELA	119	54.6	-5.2
WCA	ELA	210	47.6	-5.9
Crosby	ELA	251	13.1	-8.7

SCHOOL	SUBJECT	# TESTED	% 3 OR 4	CHG PRIOR YEAR
Crosby	Math	250	3.6	-0.1
WCA	Math	210	21.4	-0.3
DISTRICT	Math	1054	9.2	-1.3
Kennedy	Math	253	5.9	-2.1
Wilby	Math	215	2.3	-2.3
WAMS	Math	118	19.5	-3.9

AP Exam Background

- The Advanced Placement Program (AP) enables willing and academically prepared students to pursue collegelevel studies while still in high school
- The program consists of college-level courses developed by the AP Program that high schools can choose to offer, and corresponding exams that are administered once a year
- There are 38 AP courses in seven subject categories (not all are offered in Waterbury)
- Exams are scored on a scale of 1 to 5 by college and university professors and experienced AP teachers; many U.S. colleges offer credit for AP Exam scores of 3 or higher
- Test dates were May 7—May 18, 2018 during the school day

WATERBURY PUBLIC SCHOOLS AP EXAM RESULTS

	2014-2015			201	2015-2016 20			016-2017		2017-2018		
	# of AP	# of	% 3+	# of AP	# of	% 3+	# of AP	# of	% 3+	# of AP	# of	% 3+
	Students	Exams	/0 JT	Students	Exams	/0 JT	Students	Exams	/0 JT	Students	Exams	70 3+
Crosby	105	176	14.3	93	148	10.8	101	162	20.8	99	129	18.2
Kennedy	170	345	44.1	163	306	38.0	120	242	34.2	125	250	46.4
State Street										1	4	100.0
WAMS	63	102	66.7	72	128	44.4	62	95	50.0	86	123	45.3
WCA	6	6	33.3	57	79	49.1	106	202	36.8	159	259	27.0
Wilby	121	196	27.3	104	151	28.8	99	161	25.3	84	140	25.0
TOTAL	465	825	29.5	489	812	29.8	488	862	27.1	554	905	25.5

	ONE-YE	AR CHA	NGE	TWO-YEAR CHANGE			THREE-YEAR CHANGE		
	# of AP	# of	% 3+	# of AP	# of	% 3+	# of AP	# of	% 3+
	Students	Exams	% 3 +	Students	Exams	/0 3 +	Students	Exams	7₀ 3+
Crosby	-2	-33	-2.6	6	-19	7.4	-6	-47	3.9
Kennedy	5	8	12.2	-38	-56	8.4	-45	-95	2.3
State Street									
WAMS	24	28	-4.7	14	-5	0.9	23	21	-21.4
WCA	53	57	-9.8	102	180	-22.1	153	253	-6.3
Wilby	-15	-21	-0.3	-20	-11	-3.8	-37	-56	-2.3
TOTAL	66	43	-1.6	65	93	-4.3	89	80	-4.0

AP Exam Subjects

Subject	Total Exams	% 3+
Studio Art: Drawing Portfolio	1	100.0
English Language and Composition	134	36.6
English Literature and Composition	84	20.2
Comparative Government and Politics	9	22.2
European History	33	33.3
Psychology	72	23.6
US Government and Politics	71	36.6
US History	106	14.2
World History	76	25.0
Calculus AB	66	18.2
Statistics	33	9.1
Biology	85	21.2
Chemistry	27	0.0
Environmental Science	62	3.2
Italian Language and Culture	1	100.0
Spanish Language and Culture	45	84.4

AP Exam Awards

- AP Scholar Awards recognize high school students who have demonstrated exemplary college-level achievement on AP Exams
 - AP Scholar scores of 3 or higher on three or more AP exams
 - AP Scholar with Honor average score of at least 3.25 on all AP Exams taken, and scores of 3 or higher on four or more of these exams
 - AP Scholar with Distinction average score of at least 3.5 on all AP Exams taken, and scores of 3 or higher on five or more of these exams
- Waterbury had 41 AP Scholar Awards
 - Crosby 2 students: 1 AP Scholar, 1 AP Scholar with Distinction
 - Kennedy 13 students: 11 AP Scholars, 1 AP Scholar with Honor,
 1 AP Scholar with Distinction
 - State Street 1 student: 1 AP Scholar with Honor
 - WAMS 7 students: 6 AP Scholars, 1 AP Scholar with Distinction
 - WCA 13 students: 12 AP Scholars, 1 AP Scholar with Distinction
 - Wilby 5 students: 5 AP Scholars



Waterbury Board of Education Update Relay Partnership-

UPDATED

November 1, 2018

2016-2017

- 6 candidates selected, assigned a district mentor, all completed coursework for the program
- Candidates observe a classroom teacher for 45 minutes each day and attend classes one day a week from 12:00pm-4:00pm. They also have 2 summer sessions. At the end of the year long program candidates prepare for the necessary state exams.
- WPS used a loose screening process and the program did not properly
 evaluate transcripts which presented challenges in year one. The Talent and
 Professional Development Supervisor worked with SDE and RELAY to
 ensure this was corrected and communicated.

2017-2018

- Because of the challenges in year 1 the selection process was more detailed and the cohort was smaller (3 candidates)
- All three candidates completed the Relay program and are enrolled in ARCTELL for bilingual cross endorsement. They will be certified bilingual education teachers at the end of the year
- Waterbury Public Schools extended our commitment to 2 years. One year is for the Relay program and coursework the 2nd year is for teacher mentor and support
- Secured funding to offset the tuition
- Relay tuition is 17,500 they secure multiple grants and scholarships and pass on ~ 4K to the students. The city agrees to pay \$1000 of that amount. Candidates are responsible to pay \$3000

2018-2019

*Renewal of the one-year contract with no significant changes, just dates and names of contact persons.

- Currently 5 paraprofessionals enrolled
- First time we have all paraprofessionals in the program
- Human Resources and Special Education collaborated with the participants and transitioned them to programs and facilities that fit the scheduling needs
- Finalizing draft reimbursement agreement for resident teachers that requires full reimbursement if a candidate leaves within four years of signing a teaching contract
- Relay program is expanded to 19 months to support candidates through testing and exam preparation
- Tuition is currently \$29,150. Candidates access various grants and scholarships, which cover \$23,950. Candidates are responsible for \$4200 and the WPS will pay \$1000 per candidate.

Highlights

9 former candidates have completed program

- 3 certified and teaching in the district (high school science and elementary)
- 3 are completing ARCTELL (elementary/bilingual)
- 2 left district (1 returned to New York, 1 left after a maternity leave)
- 1 has passed

The program is proving to be successful. We have worked through the challenges that are inherent with any pilot program. New this year, as part of the selection process, years of services and commitment are pointed questions so that we can ensure the candidates are invested in the process and Waterbury.

Moving forward, the district should seek private partnerships to help candidates with tuition costs. Relay is just one pathway to certification and more partnerships are needed to meet the growing demand for teachers especially in shortage areas. A

program such as Waterbury Promise would strengthen our "grow your own" initiatives.

Memorandum of Understanding

between

Waterbury Board of Education,

and

Relay Graduate School of Education

for

Relay Teaching Residency Alternate Route to Certification Program

This Memorandum of Understanding is entered into this 1st day of July, 2018 by and between the Waterbury Board of Education, Waterbury School District - 236 Grand Street, Waterbury, Connecticut 06702 and Relay Graduate School of Education (Relay), 40 W. 20th St., 7th Floor, New York, NY 10011

Whereas, non-certified education personnel ("Resident Teachers") seek certification to become full time teachers; and

Whereas, Relay offers programs in elementary, secondary science, secondary math and ELA certification and seeks to add more certification areas in the future; and

Whereas, the District is desirous of sending additional candidates to Relay's programs in future years and both parties look forward to the beginning of a long and mutually beneficial partnership.

Whereas, the parties hereto mutually agree that this MOU may be modified and amended in writing as necessary.

Now therefore, the parties agree as follows:

1. Definitions:

- 1.1 "Resident Teacher" shall refer to an employee who is not a teacher of record in a school based instructional role in the Waterbury school system but has a full-time position within the school community.
- 1.2 "Resident Advisor" shall refer to home based teachers that supports the Resident Teachers.
- 1.3 The Resident Teacher shall spend at least 30 minutes 4-5 school days a week in the Resident Advisor's classroom observing the class during the beginning of the school year and student teaching by the end of the school year.

2. Scope of MOU:

2.1 A district-based cohort program, Relay Teaching Residency Alternate Route to Certification Program, will be offered to Resident Teachers whereby Relay enrolls, engages and supports Resident Teachers from the District in the Relay Teaching Residency ("Residency"), a one-year Alternate Route to Certification ("ARC") program operated and run by Relay, with key support provided by the District during the operation of the program.

3. <u>Licensure:</u>

- **3.1** Relay is a nonprofit, accredited graduate school of education offering programs across the country. The Connecticut State Department of Education has approved Relay as an approved Alternative Educator Preparation Program.
- **3.2** This program will lead to a 90-day Certificate at the conclusion of year one, provided that the Resident successfully completes the Relay program and meets all State certification requirements and then an Initial Educators Certificate after successful completion of 90 days of teaching.

4. <u>District Responsibilities:</u>

4.1 The District will:

- **I.** Assign Resident Teachers to a role that allows frequent work with students, and set a predictable, full, and instruction-heavy daily schedule;
- II. Immediately notify Relay if a change in placement/certification area is made;
- III. The District priority should be gradual release of teaching and learning. Schools and Resident Advisors will adhere to the gradual release teaching schedule;
 - **IV**. Ensure that the Resident Teacher is provided with opportunities for practice teaching.
- V. Ensure that all Resident Advisors notify Relay and the District point- person if their Resident Teachers are not on track to be offered a full-time teaching opportunity for 2018-19 by early 2019 (date to be determined).

5. Relay Responsibilities:

5.1 Relay will:

Be responsible for communicating all licensure requirements to Resident Teachers, providing all required coursework and training, maintaining all licensure paperwork, and approving eligible teachers application for a Connecticut 90-Day Certificate after successful completion of Relay coursework.

- II. Provide the District with a copy of license from the State of Connecticut;
- II. Relay will support Residents in completing the program application by providing clear instructions and deadlines.
 - III. Relay will provide \$300 in compensation directly to the Resident Advisor upon successful completion of the Resident Advisor responsibilities.

6. Term and Termination:

6.1 This MOU shall become effective upon signature of the parties and shall terminate after the end of (June 30, 2019) except as otherwise provided for in this MOU.

7. Resident Teacher Selection:

- 7.1 The District will select Resident Teachers from current City employees by June 1, 2018, who are strong candidates for Resident Teacher positions, and meet the minimum requirements of Relay admissions, as follows:
 - Minimum cumulative undergraduate GPA of 3.0 from a regionallyaccredited university;
 - a. Applicants with a GPA lower than 3.0 but at least 2.75 may be considered for admission by submitting an additional letter of recommendation that explains their qualifications for admission to Relay.
 - II. Minimum of a bachelor's degree conferred by June 30, 2018
- **7.2** Relay will then select 5-6 Resident Teachers from the Resident Teachers selected by the District to enroll into the program.

8. Relay Application:

8.1 All Resident Teachers shall complete the Relay online admissions application. Resident Teachers will submit application directly to Relay.

9. <u>Tuition:</u>

- P.1 The full cost of tuition and fees for 19 month, 5 term Connecticut Alternate Route Certification program is \$29,150. The full cost of tuition and fees for the 19 month Relay Connecticut Alternate Route to Certification Program is \$29,150. Relay offers institutional aid to all candidates teaching in high-needs schools and at select partner schools in the amount of \$23,950. The Relay program is an AmeriCorps program. Segal AmeriCorps Education Awards further reduce tuition for candidates. All candidates are expected to apply for AmeriCorps, regardless of prior AmeriCorps service. Candidates that do not receive an AmeriCorps award, may be eligible for the Relay Residency Scholarship. All candidates will have a portion of their tuition deferred to the end of the academic year to align with the receipt of either the AmeriCorps or Relay Residency award. Candidates must successfully complete the program to be eligible for the discounted tuition price of \$5,200.
- **9. 2** The above reference tuition discounts and/or AmeriCorps awards shall make the effective cost of the program \$5200. Resident Teachers shall pay an amount of \$4200 and the District shall pay an amount of \$1000 to cover tuition and fees related to enrollment in the ARC directly to Relay.

10. Certification Areas and Requirements:

- **10.1** For the 2018-2019 School Year, Relay will offer Residency ARC programs in the following endorsement areas pending enrollment:
 - I. Elementary Education
 - II. Secondary English
 - III. Secondary Math
 - IV. Secondary General Science
 - V. Secondary Biology
 - VI. Secondary Chemistry
 - VII. Secondary Physics

11. Nondiscrimination and Harassment:

11.1 General Prohibition: No person with responsibilities in the operation of the project,

whether affiliated with District or Relay, shall discriminate against any Resident Teacher, Resident Advisor, or member of the staff of, or beneficiary of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

- 11.2 Sexual Harassment: Sexual Harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The District and Relay must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include, but are not limited to:
- I. Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the District, its agents, or supervisory employees should have known of the acts;
- II. Unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment
- III. Acts of sexual harassment toward fellow Resident Teachers, Resident Advisors, District employees, or non-employees, where the District, its agent, or its supervisory employees knew or should have known about the conduct, unless it took immediate and appropriate corrective action.

12. Drug-Free Workplace:

12.1 In accordance with the Federal Drug-Free Workplace Act of 1988, Relay and the District are jointly committed to maintaining a drug- and alcohol-free environment.

The District affirms that:

- **I.** The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of services.
- II. Actions, including termination from the Residency, may be taken against any Resident Teacher for violations of such prohibitions. If it is determined that a Resident possessed, or possess, or used illegal drugs during the Residency and/or was under the influence of alcoholic beverages during service, they will be subject to dismissal from the Residency.
- III. It will notify Relay immediately if a Resident Teacher is convicted of a drug

offense or of being under the influence of alcohol while performing their duties during the Residency.

- **IV**. As part of new member orientation, the District will inform Resident Teachers of these provisions and consequences for noncompliance.
- **V.** The District maintains the right to discipline any Resident Teacher for any violation of a City or Board of Education Policy related to drug and alcohol use in the workplace.

13. Partnership Communication:

- **13.1** Rebecca Good, Relay Connecticut Dean, and Jahana Hayes, Talent and Professional Development Supervisor will be the point persons for all communication.
- **13.2** Relay will provide regular updates regarding Resident Teacher progress, upcoming coursework, and other relevant data on at least a quarterly basis to Jahana Hayes.
- **13.3** Talent & Professional Development Supervisor, or designee, will attend, at least quarterly, in-person meetings with Relay faculty to assess the progress of the partnership.

14. Resident Advisor Selection and Training:

- **14.1** The District will recruit and select Resident Advisors in collaboration with Relay faculty that have a history of strong student achievement results and a strong emphasis on developing teachers and leaders of color within the district. Resident Advisors will attend scheduled training sessions, during the school year.
- **14.2** Resident Advisors will be matched with a Resident Teacher, ideally in their own certification area.

15. Resident Advisor Responsibilities:

15.1 The Resident Advisor will:

- **I.** Model best teaching practices, provide guidance on school culture and systems, and meet with the Resident Teacher on a regular basis to provide support;
- II. Communicate the Resident Teacher's progress to the Relay Dean and the

Resident Teacher a minimum of five times throughout the year, corresponding to the Gateway assessments.

16. Resident Teacher Responsibilities:

16.1 The Resident Teacher:

- I. Will have a practice classroom, where they observe and practice techniques for at least 45 minutes 4-5 times a week in the content where they are assigned, which ideally will be taught by their Resident Advisor. This practice classroom will be the primary class being observed, and the class where they will execute their teacher training.
- **II.** Will spend at least 45 minutes 4-5 school days a week in the Resident Advisor's classroom.
- **III.** Will not carry a full teaching load during the program, and will be provided opportunities to follow the gradual on-ramp.
- IV. May remain as a shadow with the Resident Advisor and not individually cover classes.
- **V**. Will have a weekly common planning time with their Resident Advisor to learn about unit and lesson planning, design of student remediation, receive coaching feedback etc.
- **VI.** Will be required to attend Relay classes and deliberate practice sessions and will not be excused for school field trips, open house, meetings, etc.
- **VII.** Relay recommends that Resident Teachers not be assigned after school coaching or extra-curricular responsibilities (this does not include typical afterschool tutorials, parent meetings, etc.).

17. Resident Management and Support:

- 17.1 The Resident Teacher's on-campus manager will be the Resident Advisor's manager or director of residency, if applicable.
- 17.2 Relay will work with the District onboarding team to align dates with the District and campus-specific training, to the greatest extent possible.

18. Deliberate Practice Session:

- **18.1** Attendance at Deliberate Practice sessions is mandatory for all Resident Teachers.
- 18.2 Deliberate Practice sessions is mandatory for all Residents. Deliberate Practice sessions will be held approximately every week during school hours during the Fall and Spring Term on Wednesday's or Friday's from 9:00 A.M.- 12:00 P.M starting September 2017 and ending June, 2018. Sessions will be held at a central and to be determined location. The District will release the resident from any responsibilities during this time. Relay will provide a calendar of Deliberate Practice session no later than August 1, 2018. Class dates and times are subject to change.

19. **Program Coursework**:

- **19.1** Resident Teachers will complete program coursework and will attend inperson class sessions approximately three times per month (two weeknights and one Saturday).
- **19.2** Resident Teachers will make satisfactory progress by earning a minimum grade of 70% (or a C-) in all courses in their programs of study and by earning a cumulative 2.7 grade point average (GPA)
- **19.3** Failing to make satisfactory academic progress for two consecutive terms may trigger an academic performance review and possible exit from the program.

20. Gateway Assessments:

- **20.1** Resident Teacher progress will be evaluated through five "Gateway" assessments. Teachers may be dismissed by Relay if they fail one of the Gateways.
- **20.2** Dates for the Gateway assessments will be shared with District no later than October 1, 2018.

21. <u>Data and Reporting:</u>

21.1 The District may allow videotaping of Resident Teachers and students in his/her classroom and facilitate completion of necessary permission forms to enable filming in order to complete Relay assessments. If a parent or legal guardian of a student refuses to sign the media form providing permission to

videotape the student, the District will allow videotaping of the Resident Teacher only and not of the students in his/her classroom.

- 21.2 The District will allow the Resident Teachers to submit K-12 student test data to Relay for students taught by Resident Teachers.
- **21.3** All data collection will be stripped of identifying data as consistent with applicable state and federal laws and will not be shared externally except in aggregate.
- **21.4** Relay will be responsible for reporting data to AmeriCorps and other funders as applicable.

22. Intellectual Property:

- **22.1** Relay will have sole and exclusive ownership worldwide in the intellectual property rights for any materials and work product that are developed for or as part of this program in whatever format or media that now exists or is created hereafter, as well as any derivative works
- **22.2** Relay will be the author of all the works created as part of this project and will have control of the sale, licensing and assignment of intellectual property.

23. Confidentiality/ FERPA:

In the event that Relay comes into 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), Relay shall comply with the requirements of said statute and regulations, and agrees to use information obtained regarding student education records only for the purposes provided in this MOU. Without the prior written consent of the student's parent or guardian, as required by FERPA, Relay has no authority to make any other disclosures of any information from education records.

[Signature page follows.]

WITNESS: WATERBURY SCHOOL DISTRICT Jahana Hayes Talent and Professional Development Supervisor Date: WITNESS: RELAY GRADUATE SCHOOL OF **EDUCATION** Sarah Harvey Sarah Harvey

Rebecca J Good Rebecca J Good Pamela Inbasekaran **Executive Vice President** Date: 10/17/18 WITNESS: CITY OF WATERBURY Mayor Neil O'Leary Date:

IN WITNESS WHEREOF, the parties hereto execute this MOU on the dates signed below:

Darren M. Schwartz Chief Academic Officer

MEMORANDUM

TO:

Honorable Board of Education Commissioners

FROM:

Darren M. Schwartz, Chief Academic Officer

DATE:

October 30, 2018

SUBJECT:

Contract with the Waterbury Symphony Orchestra (WSO) at WAMS

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

This contract is for the period of September 1, 2018 through June 30, 2018. Past interactions between the WSO and WAMS students has provided outstanding results. The cost of the contract for the first semester is \$24,543 and \$35,022 for the second semester, making the total contract amount \$59,565. The funding is provided in the WAMS Magnet Grant. The vendor is a sole source.

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

DMS/mc

cc:

Lauren Elias, Waterbury Arts Magnet School Principal

File



Dr. Verna D. Ruffin Superintendent of Schools Darren Schwartz Chief Academic Officer

MEMORANDUM

TO:

Honorable Board of Education Commissioners

FROM:

Darren M. Schwartz, Chief Academic Officer

DATE:

October 30, 2018

SUBJECT:

Starbase CT Memorandum of Understanding/Program Acknowledgement

STARBASE is a five day program per elementary school specializing in a curriculum of science, technology, engineering and math (STEM) for fifth grade students. The program begins in September and runs through May or early June depending on the weather. Waterbury Public Schools (WPS) transports students on Durham Buses to and from Naugatuck Valley Community College where the Starbase Program is held. Occasionally, All-Star is used if handicapped transportation is needed. WPS also provides each student with a lunch. The teacher and staff (usually an aide(s)) accompany students to NVCC. Parents sign permission slips for each student attending. Participation in the STARBASE Program was approved by the Board of Education on September 8, 2003; the current Program Acknowledgement was approved by the Board of Education on June 7, 2018.

The program is through the Department of Defense and the Connecticut Military Department. There are no funds being transferred between parties. Every year, WPS has very positive feedback about this program from staff and especially the students.

The 2018-2019 Program Acknowledgement is forthcoming. Thank you for your consideration.

DS/mc

cc:

File



BOARD OF EDUCATION



Meeting Schedule ~ 2019

Deadline for submission of Committee Workshop Agenda Items to Superintendent/Supervisor	Committee Workshop (first Thursday of month) 5:30 p.m. (locations subject to change)	Regular Board Meeting* (third Thursday of month) 6:30 p.m. Waterbury Arts Magnet School
December 26, 2018	January 3 Reed School	January 17
January 31	February 7 Wilson School	February 21
February 28	March 7 Bucks Hill School	March 21
March 28	April 4 Crosby High School	April 18
April 25	May 2 Waterbury Arts Magnet School	May 16
May 30	June 6 West Side Middle School	June 20
June 27	*July 11 WAMS Media Center	July 18
July 25	August 1 WAMS Media Center	August 15
August 29	September 5 Wendell Cross School	September 19
September 26	October 3 Enlightenment School	October 17
October 31	November 7 State Street School	November 21
November 27	December 5 Duggan School	December 19

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

^{*} Date adjustment due to holiday on July 4

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, November 4, 2018 (Walsh)

BOARD MEETING: Wednesday, November 14, 2018

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
Registrar of Voters	Tues., Nov. 6 th 5:00am-9:00pm General Election
T. Begnal/T. DeCarlo	(see attached for list of schools)
Park/Recreation Dept.	Crosby gym: Thurs., Nov. 15 th 6:00-9:00pm
V. Cuevas	(pre-season basketball game)
Y. Demirali	Sprague café & gym: Sat., Dec. 1 st 7:30am-12:00pm
	(Breakfast with Santa) (snow date: Sat., Dec. 8 th)
Blue Collar Union	Sun., Nov. 4 th 8:30am-1:30pm (Union Ratification Meeting)
R. Melendez, Pres.	
D. Lecaros	Crosby café: Tues., Nov 20 th 6:00-8:00 pm
	(Bilingual students pot luck dinner)
T. King	WAMS atrium: Tues., Apr. 9 th 4-6 pm (International Night)
	WAMS recital hall: Wed., May 29 th 5-7 pm (Spanish honor Society)
J. Momodes	WAMS atrium: Thurs., Mar. 14 th 2:30-5:30pm (pie eating contest)
C. Altieri	Rotella aud.& café: 3/30, 4/6, & 4/7 9am-8pm
	(Rotella musical theater play)
M. Bergin	Rotella rm.: Tues., Nov. 6 th 8am-3pm (Professional Dev.)
T. St. Pierre	Duggan rm. 122: Wed., Jan. 9 th 2:15-3:15 pm for 18 weeks
•	(Brass City Harvest/5 th grade)
	Duggan gym: Wed., Nov. 14 th 6:30am – 7:30am (Fitness Fury)
V. Vicenzi	Rotella café: Tues., Nov. 13 th 6:00-9:00pm (UPSEU meeting)
N. Hutchinson	WAMS atrium: Thurs., Nov. 29 th 6-9pm (Starlight performance)
Mr. Quattrociocchi	WAMS gym/courtyard: Fri., May 17 th 5:00-6:30pm (spring carnival)
	WAMS atrium: Thurs.,Dec. 13 th 6-8pm (winter coffee house)
	WAMS atrium: Wed., Apr. 3 rd 6-8pm (spring coffee house)
J. Farrell	WAMS recital hall: Fri., May 17 th 6:00-8:30pm (NJHS induction)

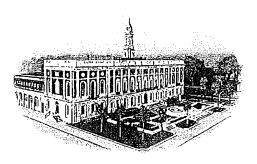
Charles Pagano	Dr. Verna D. Ruffin Superintendent of Schools

1	SCHOOL PERSONNEL USE ONLY
	DATE: 10-24-18
V	TO: SCHOOL BUSINESS OFFICE
	FROM: Registrar's OSSICE
	The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:
	NAME OF SCHOOL REQUESTED: SEE ATTACHED
	Auditorium
	DATES REQUESTED: /uesday, Nov. 6 2018 FROM: 5:00 (arg/pm TO: 9:00 am/pm)
	FROM: 5:00 (and/pm TO: 9:00 am/pm
	FOR THE FOLLOWING PURPOSES:
	General Election

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.

W. S. M.



DEPARTMENT OF REGISTRARS OF VOTERS THE CITY OF WATERBURY CONNECTICUT

October 10, 2018

Board of Education Members 236 Grand Street Waterbury, CT 06702

Dear Board of Education Members:

We are writing to request the use of the following schools for the November General Election which will take place on November 6th. We will need to be in the facility starting at 5:00 am on the day of the election.

Kennedy High School

Regan Elementary

Crosby High School

Gilmartin Elementary

Carrington School

Wendell Cross Elementary

Tinker Elementary

Kingsbury Elementary

Maloney School

Reed School
Chase Elementary

Sprague Elementary

Woodrow Wilson School

Chase Liententally

Our office would also kindly ask that the name and cell phone number of the Maintainer, who is responsible for opening the building, be given to our office prior to the election.

Please feel free to contact us should you have any questions.

Sincerely

Teresa Begnal

Timothy De Carlo



	DATE: 10-18-18
TO:	SCHOOL BUSINESS OFFICE
FROM:	Chyof Workshousy Burenus of Recognition Victor Curvas
The undersig school hours)	ned hereby makes application for use of school facilities (after regular
NAME OF S	CHOOL REQUESTED: ((((S/S)))
Auditor	ium 🗵 Gymnasium 🔲 Swimming Pool 🔲 Café/Rooms
DATES REC	UESTED: November 15 7018
÷	FROM:am/pm TO:am/pm
	OLLOWING PURPOSES:
<u>Planju</u>	pionship garal
	J. Clarks APPLICANT
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OK per A.D.



DATE: 10/24/2018	
TO: SCHOOL BUSINESS OFFICE	
FROM: Mollog Domirali' Parent Liaison	
The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:	
NAME OF SCHOOL REQUESTED: Sprague ETE ments vy	
Auditorium 💹 Gymnasium 🔲 Swimming Pool 💹 Café/Rooms	
DATES REQUESTED: Setterday, December 1 st with Show San	*
FROM: 7430 (and pm) TO: 12:00 and pm)	
FOR THE FOLLOWING PURPOSES: Saturday, December & L.	
Breakfast with South	
APPLICANT APPLICANT	
Parent Liouson	
Please note the following provisions.	

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.

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April

SCHOOL PERSONNEL USE ONLY

DATE: 10-19-18
TO: SCHOOL BUSINESS OFFICE
FROM: <u>Elul Collar Unian</u> Row Melendez, PRES.
The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:
NAME OF SCHOOL REQUESTED: Lennely
Auditorium Gymnasium Swimming Pool Café/Rooms
DATES REQUESTED: Sunday Nuv. 4, 2018 FROM: 8:30 am/pm TO: 1;30 am/pm
FOR THE FOLLOWING PURPOSES: LINGUR ROTISICATION MEETING
APPLICANT CM

Please note the following provisions:

OCT 2 2 2018

DATE: 10-28-18
TO: SCHOOL BUSINESS OFFICE
FROM: D. Lecaros
The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:
NAME OF SCHOOL REQUESTED:
Auditorium Gymnasium Swimming Pool Café/Rooms
DATES REQUESTED: 118 CARREL AND W. 78 CARREL
FROM:am/pm TO:am/pm
FOR THE FOLLOWING PURPOSES:
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D. Leasen
APPLICANT

Please note the following provisions:

Please give form to Nicole Steck

2018

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	TO: SCHOOL BUSINESS OFFICE	٠.
	FROM: Tracy Kins	
	The undersigned hereby makes application for use of school facilities (after regular	
•	school hours) as follows:	
,	NAME OF SCHOOL REQUESTED: WANS	
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	Auditorium Gymnasium Swimming Pool Café/Rooms	· .
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	DATES REQUESTED: 49 19	·.
	FROM: am/pm TO: am/pm	
	FOR THE FOLLOWING PURPOSES:	•
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	International Night	
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	APPLICANT	
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Please note the following provisions:

Please give form to Nicole Steck

TO: FROM: The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: NAME OF SCHOOL REQUESTED: Café/Rooms Gymnasium Swimming Pool Recital Hall FROM:

Please note the following provisions

DATE	9/24/18
TO: SCHOOL BUSINESS OFFICE	
FROM: <u>Joanne Moniodes</u>	
The undersigned hereby makes application for use of school school hours) as follows:	ol facilities (after regular
NAME OF SCHOOL REQUESTED: WAMS	
Auditorium Gymnasium Swimmin	g Pool 🔲 Café/Rooms
DATES REQUESTED: March 14, 201	9
· ·	TO: 5', 30 am/pm
FOR THE FOLLOWING PURPOSES:	
Pre eating contest	
	Monusoles APPLICANT
Please note the following provisions: When the public is invited to an activity, police and fire de These arrangements must be made in person at the police a	partments must be notified.
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/	
	DATE: 9-28-18
TO:	SCHOOL BUSINESS OFFICE
FROM:	Rotella
The undersign school hours)	ned hereby makes application for use of school facilities (after regular as follows:
NAME OF SO	CHOOL REQUESTED: ROTCIA
Auditoriu	ım Gymnasium Swimming Pool Café/Rooms
DATES REQU	JESTED: 3/30/19, 4/6/19, 4/7/19
	FROM: <u>9:00</u> an/pm TO: <u>8:00</u> am/pm
FOR THE FOI	LLOWING PURPOSES:
Rotello	Musical Theater Play

APPLICANT

Please note the following provisions:

OCT 17 2018

DATE: 10/16/30/8	
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: <u>Rafella</u>	
Auditorium Gymnasium Swimming Pool Café/Rooms	
DATES REQUESTED: November 6, 2018	
FROM: am/pm TO: 3 am/pm	
FOR THE FOLLOWING PURPOSES:	
finfessional Development Training	
We need a room with a smart board	
Mauraes Bergin APPLICANT	نمر

Please note the following provisions:

>+ Revise Builting use

OCT 1 7 2018

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SCHOOL PERSONNEL USE ONLY

Date: 10/17/2018
TO: School Business Office
FROM: Duggan School
The undersigned hereby makes application for use of school facilities (after school hours) as follows:
VAME OF SCHOOL REQUESTED: Duggan School
☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café Room # 122
DATES REQUESTED: Program leggins January 9th 2019 * Note cinary Please - Well Time: 2'15-3'15pm For 18 weeks - Well
OR THE FOLLOWING PURPOSES:
Brass City Harvest 5th grado
Applicant 54.
lease note the following provisions:

F

Building use

001 4 7 2018

SCHOOL PERSONNEL USE ONLY

Date: 10 17 2018
TO: School Business Office
FROM: Duggan School
The undersigned hereby makes application for use of school facilities (after school hours) as follows:
NAME OF SCHOOL REQUESTED: Duggan School
☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ ☐ Café Program begins
DATES REQUESTED: November 14th For 10 weeks
Time: 6'30 pm - 7'30 pm WEDNESDAY
FOR THE FOLLOWING PURPOSES:
Fitness Fory Boost program utngrade + 5th grade
Jence Solicano Applicant

Please note the following provisions:

		DATE: _	10-25-18	_
ŢO:	SCHOOL BUSINESS OFF		•	
FROM:	Valerie Vice	nzi		
school hours)	ned hereby makes application as follows:		acilities (after regular	
Auditorii		Swimming F	Pool Café/Rooms	
DATES REQU	jested: <u>NOV 13</u>	,2018		· -
	FROM:	am/pm T(O: 9 am/pm	
FOR THE FOI	LLOWING PURPOSES:			
Union	meeting	· · ·		
Ups	eu)			
			alerie Vicenz 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.

007 2.5 2019

SCHOOL PERSONNEL USE ONLY

DATE: 10 19/18 TO: SCHOOL BUSINESS OFFICE WAMS FROM: The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: WAMS NAME OF SCHOOL REQUESTED: Gymnasium → Swimming Pool DATES REQUESTED: am/pm) 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.

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SCHOOL PERSONNEL USE ONLY

	DATE: 10 9 18
ro:	SCHOOL BUSINESS OFFICE
FRO	M: WAUS
	undersigned hereby makes application for use of school facilities (after regular ol hours) as follows:
NAN	TE OF SCHOOL REQUESTED: WALS
	Auditorium Gymnasium Swimming Pool Café/Rooms
DAT	res requested: 5 17 19 FROM: 5 am/pm TO: 30 am/pm
FOF	Habitat for Humanity - Spring Carnival
	APPLICANT
WH	en the public is invited to an activity, police and fire departments must be notified. ese arrangements must be made in person at the police and fire headquarters.

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SCHOOL PERSONNEL USE ONLY

	DATE: 10 9 18
TO:	school business office M:
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	Auditorium Gymnasium Swimming Pool Café/Rooms From: Audithory 12/13 FROM: am/pm To: am/pm
	abitat - Winter Coffee House
+	a mil
	APPLICANT
Whe	se note the following provisions: on the public is invited to an activity, police and fire departments must be notified. se arrangements must be made in person at the police and fire headquarters.

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SCHOOL PERSONNEL USE ONLY

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TO:	SCHOOL BUSINESS OFFICE
FRO	M: WANIS
	undersigned hereby makes application for use of school facilities (after regular ol hours) as follows:
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DAT	Auditorium Gymnasium Swimming Pool Café/Rooms HOW TES REQUESTED: 4/2/19 (Trich letrana FROM:
FOR	Habitzet for Humanity - Spring Her House
	APPLICANT
Whe	se note the following provisions: on the public is invited to an activity, police and fire departments must be notified. se arrangements must be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

		DATE: 10.12.18
,	TO:	SCHOOL BUSINESS OFFICE
J	FRO	M: WAUS
:	scho	undersigned hereby makes application for use of school facilities (after regular of hours) as follows: ME OF SCHOOL REQUESTED:
\ \ \d		Auditorium Gymnasium Swimming Pool Café/Rooms
ΙΧ)		ec. + tal + tal 5-17-19
•		FROM: am/pm TO: 8 am/pm)
	FOR	THE FOLLOWING PURPOSES:
		NJHS Induction
•		1
		APPLICANT
	Whe	se note the following provisions: on the public is invited to an activity, police and fire departments must be notified. se arrangements must be made in person at the police and fire headquarters.
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COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP:

Thursday, November 1, 2018 (Walsh)

BOARD MEETING:

Wednesday, November 14, 2018

TO THE BOARD OF EDUCATION WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES	
Spirit of Dance	Wilby aud., café: Fri. May 3 rd 3-10 pm' Sat., May 4 th & Sun., May 5 th	_
Kim Ahern	6:00am-10:00pm (Dance Competition)	

REQUESTING WAIVERS:

Uplifting Life	Reed café: Sunday, Nov. 18 th 6:00-9:0	0 pm
E. Cooper	(community Thanksgiving dinner)	(\$336.)
Bunker Hill Sports	Carrington gym: Saturdays 11/17/18 – 3	3/30/19
N. Meglio	9:00am – 3:00pm	(\$5,292.)
	Bunker Hill gym: Saturdays 11/17/18 –	3/30/19
	9:00am - 1:00pm	(\$3,780.)
	WSMS gym: Saturdays 11/17/19 – 3/	/30/19
	9:00am – 1:00pm	(\$3,780.)

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

Hillside Neighborhood Assoc.	Driggs cafe or rm.: Wed., Nov. 14" 6-7 pm				
M. Batista	(neighborhood meeting)				
Uplifting Life	Walsh classrms.: 11/12/18-5/515/19 Mon., Tues., Wed.				
E. Cooper	3:30-6:30 pm (after school program)				
Bunker Hill Sports	Carrington gym: Mon. thru Fri. $11/19/18 - 3/29/19$				
N. Meglio	6:00-9:00 pm				
	Bunker Hill gym: Mon. thru Fri. 11/13/18 – 3/29/19				
	6:00-9:00 pm				
	WSMS gym: Mondays 11/19/18 – 3/25/19 5:00-9:00 pm				

,
Dr. Verna D. Ruffin Superintendent of Schools

These activities are completed and have been billed:

Save Girls on Fyer Triple Threat Dance

OCT - 3 2018

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 KIM AMENT NAME OF ORGANIZATION SQUIT IX DIRECTURED S
ADDRESS 17 Brench Rd Ahington MA 52351 (street) (city) (city) (state) (zip tode)
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OPENING TIME Fig. 3pm CLOSING TIME Fig 10pm PURPOSE Dance Compression Aras/Revers SAT + Sum = 60m - 10pm ADMISSION (if any) NA CHARGE TO BE DEVOTED TO
AP PROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 300 CHILDREN 250
SIGNATURE OF APPLICANT X Kim allera DATE 8/9/18
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. **PA CPLEASE INITIAL**
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MISCELLANEOUS FEES: 7 F CIA 10 CIA 55 1/1/18
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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. SET MORY 45
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 CUSTOBIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY APPRINCENTS OF
PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.
APPROVAL DATE
SCHOOL BUSINESS OFFICE
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office Pink-Principal

Blue-Custodian

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

USE OF BUILDING PERMIT TYPE OR USE PEN AND PRESS FIRMLY CONTRACT# 007 1 9 2018

APPLICANT ERICA (BORO) NAME OF ORGANIZATION OPI HING a life
ADDRESS GUY Nomen St TELEPHONE # 263-119-839+ (street) (city) (state) (zip code)
SCHOOL REQUESTED ROOM(S) CONTE
OPENING TIME GOM CLOSING TIME 9pm PURPOSE Commonay Thanks given Dinn
ADMISSION (if any)CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 60
SIGNATURE OF APPLICANT CALL CALLED DATE 10/19/18
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Line the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the <u>lessee</u> is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)
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RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$INSURANCE-COVERAGEYESNO
PLEASE READ THE FOLLOWING CAREFULLY
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SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SANOVITA CILITIES WAITE STATUTES (to be submitted with see of Building Permit)

Clerk Bhard of Education

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The Board of Education appl	OASOLOSINGO (,,,,,		· ·		
meeting of		·				
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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#

OCT 1 5 2018

APPLICANT Nicholas MeglioNAME_OF ORGANIZATIONBunker Hill Sports Assoc.
ADDRESS 145 Devonwood Drive, Waterbury CT 06708 TELEPHONE# 203-206-7152
(street) (city) (state) (zip code)
SCHOOL REQUESTED Carrington DATES Nov 17th - March 30th SAT ROOM(S) GYM
OPENING TIME 9am CLOSING TIME 3:00pm PURPOSE Basketball
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 40-50
SIGNATURE OF APPLICANT TO DATE 10-15-18
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Nick Meglio / 145 Devonwood Drive / 203-206-7152 BHSA Coaches
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the [esses is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings
SCHEDULE OF RATES: CUSTODIAL FEES: 42 1/2 1/2 1/2 90 RVICY 5292
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$ INSURANCE COVERAGE X YES NO PLEASE READ THE FOLLOWING CAREFULLY APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
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USE OF SCHOOL ACILITIES WAITE FROM EST (to be submitted will see - Suilding Permit)

APPLICANT/ORGANIZATION:	Bunker Hill Sports Association
Please check below specific item(s):	
Building Usage Fees 🛚	Custodial Fees 🗴
SCHOOL/ROOMS REQUESTED:C	arrington / Gymnasium
DATE(S): MOW	TIMES: 5:00 - 8:30
DATE(S): XUES	TIMES: 5:00 - 8:30
DATE(S): Wed	TIMES: 5:00 8:30
DATE(S): This	TIMES: 5:00 - 8:30
DATE(S): FO	TIMES: 5:00 - 8:30
DATE(S): 506 11/17-3	TIMES: 9am - 3pm
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10-15-18	- 21 anh
Date	Signature
	FFICE USE ONLY
List total cost of fees being requested to	be waived:
	292,
S S Building Usage Fees	Custodial Fees Security Deposit
В	OARD USE ONLY
The Board of Education approved/denie	d the above referenced waiver request(s) at their regular
meeting of	· · · · · · · · · · · · · · · · · · ·
	ATTEST:

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

OCT 15 2018

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc
ADDRESS 145 Devonwood Drive, Waterbury, CT TELEPHONE # 203-206-7152
(street) (city) (state) (zip code)
SCHOOL REQUESTED Bunker Hill DATES Nov 17-Mar 30 Sat ROOM(S) Gym
OPENING TIME 9:80am CLOSING TIME 1pm PURPOSE Basketball
CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE DRESENT ADULTS 3 CHILDREN 25
SIGNATURE OF APPLICANT TO DATE 10-15-18
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Nick Meglio / 145 Devonwood Drive / 203-206-7152 BHSA COACHES
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SCHEDULE OF RATES: CUSTODIAL FEES: 14/2/4/4 // 1/2 / 1
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSITS INSURANCE COVERAGE YES NO PLEASE READ THE FOLLOWING CAREFULLY
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White-Permittee

Goldenrod-School Business Office Pink-Principal

Blue-Custodian

USE OF SCHÖOL FACILITIES WAITE FEOUEST (to be submitted with the founding Permit)

APPLICANT/ORGANIZATION;	Bunker Hill Sports Assoc
Please check below specific item(s):	
Building Usage Fees 🗵	Custodial Fees 🗵
SCHOOL/ROOMS REQUESTED:	Bunker Hill / Gymnasium
	TIMES: \ 5-8:30pm /
DATE(S): Mon DATE(S): Tues	TIMES: 5-8:30pm
DATE(S): Wed	TIMES: 5-8:30pm
DATE(S): Thurs	TIMES: 5-8:30pm.
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DATE(0)	21121
10-15-18	Fift Work
Date	Agnature /
	OFFICE USE ONLY
List total cost of fees being requested	to be waived:
	3,780s
S Building Usage Fees	Custodial Fees Security Deposit
Brilding Osage Legs	
	DOADD HEE ONLY
•	BOARD USE ONLY
The Board of Education approved/der	nied the above referenced waiver request(s) at their regular
meeting of	
	A TOTAL OF
	ATTEST:

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

CONTRACT#

OCT 1 5 2018

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc
ADDRESS 145 Devonwood Drive, Waterbury, CT TELEPHONE # 203-206-7152 (street) (city) (state) (zip code)
SCHOOL REQUESTED WSMS DATES Nov17 - Mar 30 Sat ROOM(S) Gym
OPENING TIME 9am CLOSING TIME 1pm PURPOSE Basketball
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE DRESENT/ADULTS 4-5 pr hr CHILDREN 20-25 pr hr
SIGNATURE OF APPLICANT DATE 10-15-18
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Nick Meglio / 145 Devonwood Dr, Waterbury / 203-206-7152 BHSA COACHES
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: HARMAN AND THE STEPHENS 3780
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO
PLEASE READ THE FOLLOWING CAREFULLY
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USE OF SCHOOL ACILITIES WAITE TROUBLEST (to be submitted vit 500 - Building Permit)

APPLICANT/ORGANIZATION: Bunker H	Hill Sports Assoc
Please check below specific item(s):	
•	todiai Fees 区
SCHOOL/ROOMS REQUESTED: WSMS DATE(S): Mon DATE(S): Wed DATE(S): DATE(S): DATE(S): Sat ///// - 3/30 9-7-17 Date	TIMES: 5-9pm TIMES: 5-9pm TIMES: TIMES: 9am - 1pm
OFFICE	USEONLY
List total cost of fees being requested to be wa	ived:
	dial Fees Security Deposit
BOARI	O USE ONLY
	above referenced waiver request(s) at their regular
meeting of	
	ATTEST: Clerk, Board of Education

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

OCT 17 2018

Michael Batista NAME OF ORGANIZATION Hillside Historic District Neighborhood Association 54 Hillside Ave Waterbury СТ TELEPHONE # 203-233-8464 ADDRESS (street) (city) (state) (zip code) 12 rin SCHOOL REQUESTED Driggs DATES 11/14/18 ROOM(S) CLOSING TIME 7:30pm OPENING TIME 6pm PURPOSE Neighbhorhood Meeting CHARGE TO BE DEVOTED TO ADMISSION (if any) APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN DATE 6/13/18 SIGNATURE OFAPPLICANT PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL) SCHEDULE OF RATES: CUSTODIAL FEES: RENTAL FEES: MISCELLANEOUS FEES: YES SECURITY DEPOSIT \$ INSURANCE COVERAGE PLEASE READ THE FOLLOWING CAREFULLY APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY. A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE) IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO. THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE. CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED. POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452 CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE). KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE) PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS. IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED. APPROVAL DATE SCHOOL BUSINESS OFFICE CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

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USE OF BUILDING PERMIT					

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702 CONTRACT# 007 1 9 2018
USE OF BUILDING PERMIT TYPE OR USE PEN AND PRESS FIRMLY
Viciny Concern 150
APPLICANT CALL COOPER NAME OF ORGANIZATION OF THE CALL CALL CALL CALL CALL CALL CALL CAL
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ADMISSION (if any) CHARGE TO BE DEVOTED TO 2
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 30
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SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

OCT 1 5 2018

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc.
ADDRESS 145 Devonwood Drive , Waterbury CT 06708 TELEPHONE # 203-206-7152
(street) (city) (state) (zip code)
SCHOOL REQUESTED Carrington DATES Nov 12 - March 29 Mon-Fri ROOM(S) GYM
OPENING TIME_5:00pmCLOSING TIME_8:30pmPURPOSEBasketball
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2-5per hr_ 20-25 per hr_
SIGNATURE OFAPPLICANT THE DATE 10-15-18
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Nick Meglio 145 Devonwood Drive 203-206-7152 BHSA Coaches
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)
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White-Permittee

Goldenrod-School Business Office Pink-Principal

Blue-Custodian

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 Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc
ADDRESS 145 Devonwood Drive, Waterbury , CTTELEPHONE # 203-206-7152
(street) (city) (state) (zip code)
SCHOOL REQUESTED Bunker Hill DATES Nov12th-Mar29 Mon-Fri ROOM(S) Gym
OPENING TIME 5pm CLOSING TIME 8:30pm PURPOSE Basketball
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2-3 per hr CHILDREN 15-20 per hour
SIGNATURE OFAPPLICANT / / / / / DATE 10-15-18
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Nick Meglio / 145 Devonwood Drive / 203-206-7152 BHSA COACHES
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CONTRACT#

OCT 1 5 2018

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc
ADDRESS 145 Devonwood Drive, Waterbury , CT TELEPHONE # 203-206-7152
(street) (city) (state) (zip code)
SCHOOL REQUESTED WSMS DATES MON&WED-Nov 12-Mar 28 ROOM(S) Gym
OPENING TIME 5pm CLOSING TIME 9pm PURPOSE Basketball
ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE 10 BE PRESENT, ADULTS 3-4 pr hr CHILDREN 20-25 pr hr
SIGNATURE OF APPLICANT /2/ Negh DATE 10-15-18
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Ed Riley / 54 Spring Garden Ave, Waterbury / 203-996-7159 BHSA COACHES
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Communications



Packet week ending:_____

Carrie Swain

From:

Joan Cavalari

Sent:

Friday, October 19, 2018 4:19 PM

To:

1 Board of Ed

Subject:

Constellations RBT

I am writing this letter n response to the Board of Education request for feedback on Constellations and the RBT in our ABA program. On 8/27/18, the first day of school, we received 1 RBY to our ABA program at Generali School.

Of the 32 days she worked, she was absent 8 times, no substitute was sent. The last time she reported for work was 10/10/18. On 10/15/18 we learned she resigned. As of today 10/19/18 no RBT has been assigned to our program. We now have 3 students, 5 days a week without staff. The continuity of staff has not continued as you thought it would. Staff working in these rooms now have to add these students to their workload, and as a result IEPS are not being met. If you have questions, you should contact our Special Education teachers in ABA in addition to our supervisor.

Thank You, Joan Cavalari BT



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 22, 2018

Mildred Johnson 23 Highland Ave., 2nd Fl. Waterbury, CT 06706

Dear Ms. Johnson:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service @ Kennedy High School (Requisition #2019240) at \$13.91 per hour.

This is a <u>part-time</u> position working in the Waterbury School System <u>10 months</u> a year during school hours <u>up</u> to <u>19 hours</u> per week.

This position <u>does not provide health insurance benefits</u>. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at <u>www.waterburyct.org</u>.

Your start date will be October 25, 2018.

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix

Human Resource Generalist

I Are Sales ?

CSF/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools

Linda Franzese, Food Serv. Director



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 23, 2018

Aurea Matos Figueroa 1785 North Main St., Apt. C Waterbury, CT 06704

Dear Ms. Matos Figueroa:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service @ Wilby High School (Requisition #2019239) at \$13.91 per hour.

This is a <u>part-time</u> position working in the Waterbury School System <u>10 months</u> a year during school hours <u>up</u> to <u>19 hours</u> per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your start date will be October 25, 2018.

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix

Human Resource Generalist

CSF/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools

Linda Franzese, Food Serv. Director



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 23, 2018

Jason Harris 65 Eldridge St. Waterbury, CT 06704

Dear Mr. Harris:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ West Side Middle School (Req. #2018617) at \$14.91 per hour. Please contact Chris Harmon, Acting School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 25, 2018 at 9:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 26, 2018 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix

Human Resources Generalist

CSF/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, Acting Schl Insp.
file



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 23, 2018

Sandra Barfield 3 Wood St. Waterbury, CT 06704

Dear Ms. Barfield:

We are pleased to receive your acceptance of our offer of employment for the position of Lunchroom Aide @ Bunker Hill Elementary School for the Department of Education – Food Service (Requisition #2019135) at \$10.66 per hour.

This is a <u>part-time</u> position working in the Waterbury School System <u>10 months</u> a year during school hours <u>up</u> to <u>19 hours</u> per week.

This position <u>does not provide health insurance benefits</u>. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at <u>www.waterburyct.org</u>.

We have scheduled your orientation for Thursday, October 25, 2018 at 9:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 26, 2018 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. You cannot start work without providing us these documents.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Carlyne St. Felix

Human Resources Generalist

CSF/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools

Linda Franzese, Food Serv. Director

File

Carrie Swain

From:

KAREN HARVEY

Sent:

Thursday, October 25, 2018 4:44 PM

To:

Carrie Swain

Subject:

Fwd: WPS Autism Program Concern

Hi Carrie,

Please mark as CORRESPONDENCE.

Thanks,

Karen

Sent from my iPad

Begin forwarded message:

From: BRANDI BOGLI < boogli@waterbury.k12.ct.us >

Date: October 24, 2018 at 11:01:24 PM EDT

To: KAREN HARVEY < kharvey@waterbury.k12.ct.us>

Subject: WPS Autism Program Concern

Hello Commissioner Harvey,

My intent in this message is to inform you of my concerns for the WPS Autism Program. I had the understanding that Constellations, the company supplying RBTs for our Autism Program, would be providing substitute RBTs when their employees called in absent. I work at Generali School and wanted to make you aware that so far this year when the RBT was absent, using a sick days or directed to a training during the school day, Constellations has not provided a substitute for their absence. This is also the on going case in our middle and high school Autism programs.

More troubling is on Nov. 12, 2018 the RBT at Generali abruptly quit her position. The students assigned to this RBT position have now not received their needed instructional support for nine straight school days.

I hope you are able to direct some of your attention to this concern and reply back with an update. Our ABA therapists, myself included, are doing everything within our means to provide these students with a consistent learning environment as they have been so deficiently serviced by Constellations.

Thank you, Brandi Bogli ABA Therapist

Carrie Swain

From:

Theresa DeMars < CABE@embrams-mail.com>

Sent:

Friday, October 26, 2018 7:00 AM

To:

Carrie Swain

Subject:

CABE Policy Highlights 10-26-18

Attachments:

October 26 2018.pdf

EXTERNAL MAIL



Hello,

Attached you will find *CABE's Policy Highlights Publication* for **October 26, 2018**. 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

October 26, 2018

Volume 18 - Issue #9

Annual Notice Required by Asbestos Hazard Emergency Response Act: The Asbestos Hazard Emergency Response Act (AHERA) requires school districts to inspect their buildings for asbestos-containing building materials, and develop, maintain, and update an asbestos management plan. School districts must annually notify parents, teachers, and employee organizations in writing of the availability to the management plan and planned or in-progress inspections, re-inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities. (40 C.F.R. Sections 763.84(c), (f), 763.93(g)(2))

Policy Implications: Issue #1 & #2 of *Policy Highlights* dated July 6, 2018 contained a listing of required annual due process notifications. The first section of that publication addressed notifications required by federal legislation. As indicated in previous issues of *Policy Highlights*, it is now planned, continuing with this issue, to address these required notifications in greater detail. Subsequent issues of *Policy Highlights* will address in detail the notification requirements of the McKinney-Vento Homeless Assistance Act, the Individuals with Disabilities Act (IDEA) and several federal statutes pertaining to nondiscrimination.

The policy impacted by the above is #3516, "Asbestos Control." This policy is considered a recommended "good practice" policy for inclusion in a district's policy manual.

Report: More Children Not Receiving Recommended Vaccines: A small but increasing number of children in the United States are not getting some or all of their recommended vaccinations. The percentage of children under 2 years old who haven't received any vaccinations has quadrupled in the last 17 years, according to recent federal health data.

Overall, immunization rates remain high and haven't changed much at the national level. However, a pair of reports from the Centers for Disease Control and Prevention (CDC) about immunizations for preschoolers and kindergartners highlights a growing concern among health officials and clinicians about children who aren't getting the necessary protection against vaccine-preventable diseases, such as measles, whooping cough and other pediatric infectious diseases.

The vast majority of parents across the country vaccinate their children and follow recommended schedules for this basic preventive practice. However, the recent upswing in vaccine skepticism and outright refusal to vaccinate has spawned large pockets around the country of children who are more susceptible to disease and pose health risks to the broader public.

Of children born in 2015, 1.3 percent had not received any of the recommended vaccinations, according to a CDC analysis of a national 2017 immunization survey. That compared with 0.9 percent in 2011 and with 0.3 percent of 19- to 35-month-olds who had not received any immunizations when surveyed in 2001. Assuming the same proportion of children born in 2016 didn't get any vaccinations, about 100,000 children who are now younger than 2 aren't vaccinated against 14 potentially serious illnesses, said Amanda Cohn, a pediatrician and the CDC's senior adviser for vaccines. Even though that figure is a tiny fraction of the estimated 8 million children born in the past two years who are getting vaccinated, the trend has officials worried.

"This is something we're definitely concerned about," Cohn said. "We know there are parents who choose not to vaccinate their kids. Some diseases, such as measles, have made a return in the United States because parents in some areas have failed to vaccinate their children.

The data does not explain the reason for the increase in unvaccinated children. In some cases, parents hesitate or refuse to immunize, officials and experts said. Insurance coverage and an urban-rural disparity are likely other reasons for the troubling rise. Among children aged 19 months to 35 months in rural areas, about 2 percent received no vaccinations in 2017. That is double the number of unvaccinated children living in urban areas.

A second report pertaining to vaccinations for children entering kindergarten in 2017 also showed a gradual increase in the percentage who were exempted from immunization requirements. This study showed that the overall vaccination rate among those entering kindergarten held steady at nearly 95 percent, even though the vaccine-exemption prevalence rose for the third consecutive school year. All but a handful of states allow parents to opt their children out of school immunizations requirements for nonmedical reasons, providing exemptions for religious or philosophical beliefs. The report does not provide a breakdown, but the majority of exemptions are nonmedical, according to data reported by the states.

In the 2017-2018 school year, 2.2 percent of U.S. kindergartners were exempted from one or more vaccines, up from 2 percent in the 2016-2017 school year and from 1.9 percent in the 2015-2016 school year, according to the CDC report. Reasons for the increase couldn't be determined from the data reported to CDC. However, researchers said factors could include the ease of obtaining exemptions or parents' hesitancy or refusal to vaccinate.

Source: "Percentage of young U.S. children who don't receive any vaccines has quadrupled since 2001,"by Lena H. Sun, *The Washington Post*, October 11, 2018.

Policy Implications: C.G.S. 10-204a states school officials must require proof of immunizations against specified diseases which include, but are not limited to, diphtheria, pertussis, tetanus, measles, mumps, and rubella prior to permitting children to attend school. Connecticut law indicates that the immunization requirements can be waived when a physician provides a certificate stating that such immunization is contraindicated because of the physical condition of the child, or, in the case of measles, mumps, or rubella, a certificate that the child already had a confirmed case of the disease. A waiver of these requirements is also permitted when the parents provide a statement prior to school enrollment and again before seventh grade that such immunizations would be contrary to the child's religious beliefs or of the child's parents/guardians. The statement must be notarized or otherwise formally acknowledged by (1) a judge of a court of record or a family support magistrate, (2) a clerk or deputy clerk of a court having a seal, (3) a town clerk, (4) a notary public, (5) a justice of the peace, (6) a Connecticut attorney, or a (7) school nurse.

The federal McKinney-Vento Homeless Assistance Act provides, however, that a lack of immunization records may not prevent a homeless student from being enrolled in school.

Policy #5141, "School Health Services," and policy #5141.3, "Health Assessments and Immunizations," pertain to this topic. These are considered recommended, "good practice" policies for inclusion in a district's policy manual.

Policy #5118.1, "Homeless Students," speaks to immunizations for homeless students. This is a mandated policy for the policy manual.

<u>Teachers Supplement Budgets through Crowdfunding</u>: Online platforms are helping educators find funds for everything from pencils and books to field trips and computer programs. Every school year, teachers in the U.S. fundraise nearly as much money for classroom supplies using crowdfunding websites as the federal government provides them through a tax deduction meant to reimburse them for their own school-related out-of-pocket expenses.

There are no official estimates of how much money teachers raise in total through online crowdfunding sites, but an aggregation of the amounts raised in 2017 through three of the most popular vehicles – DonorsChoose.org, GoFundMe and PledgeCents – shows educators closing in on \$200 million in donations.

The money raised covers everything from paper, pencils and pens to iPads and other learning tablets, as well as furniture, field trips and even the cost of tuition for teacher-certification programs.

The amount raised by teachers through those sites has increased steadily since the concept was first introduced in the early 2000s and has been especially on the rise over the last two years as more attention is being paid to the financial pressures involved in being a teacher.

"What I was really focused on during my first year was basic school supplies – pens, pencil, ink, which I'm not provided with and incurs a heavy cost over time," says Gage Salicki, a social studies teacher at Bulkeley High School in Hartford, Connecticut, who has used crowdfunding sites to curb out-of-pocket expenses.

More than 94 percent of public school teachers in the U.S. reported paying for supplies without reimbursement during the 2014-15 school year, according to the Department of Education, which published earlier this year findings from a nationally representative survey of tens of thousands of teachers. On average, teachers reported spending \$479, according to the survey, but 7 percent reported spending more than \$1,000.

Those alternative funding sources have been on the rise as state and local school districts struggle to fund public K-12 at the level they did before the Great Recession. The boost in donations is a serious boon for teachers who are already cash-strapped. "With the congruence of supply costs increasing and school budgets decreasing you have to find other ways to offset for what teachers need in order to innovate in their classrooms," says William Hite Jr., the Superintendent of the School District of Philadelphia, which encourages them to partner with DonorsChoose.org to help supplement funding for various classroom projects.

Donors Choose.org, a non-profit organization founded by a New York City teacher, corners the teacher crowdfunding market, funding more than 300,000 education campaigns per year, totaling more than \$117 million raised in 2017.

The way it works: Teachers pitch a project and project cost to DonorsChoose.org, which then posts the project to its website and raises capital for it from anyone who wants to support it. Once funded, teachers choose the materials for their project through the organization's website, and they are then shipped directly to the classroom. The organization does not deposit cash into a bank account, as many crowdfunding sites do, and once the materials arrive, they are automatically the property of the school – not the teachers.

Donors Choose.org is the only education-focused crowdfunding site that is available as a fundraising tool solely to teachers at public schools. It recently partnered AASA, the School Superintendent Association, to create a how-to for teachers looking for additional funds.

Other sites, like GoFundMe, which funds more than 100,000 education campaigns per year, totaling more than \$70 million, is more flexible in how teachers are able to spend the money and allows anyone at any type of school to start a fundraising campaign. PledgeCents, meanwhile, is also popular among teachers, though it operates at a much smaller scale, totaling more than \$2 million raised for K-12 projects in 2017.

Source: "Teachers Crowdfund Millions for Classroom Supplies," by Lauren Camera, U.S. News and World Report, October 11, 2018.

Policy Implications: Crowdfunding is a relatively new source of revenue streaming that is being widely used by the education community. NSBA's Council of School Attorneys (COSA) indicates that schools should approach this new trend with caution and carefully consider whether policies are necessary to regulate what teachers are doing online in the name of specific schools.

A brief review of some of the publicly-available teacher posts on DonorsChoose.org, a site that is generally more protective of school and student interests than many other crowdfunding sites, revealed some concerning instances of potential liability.

Donation-based crowdfunding sites, such as DonorsChoose.org, are becoming increasingly popular with teachers and other individuals seeking to raise funds for their schools. A COSA review of some of the posts from educators on DonorsChoose.org revealed some significant legal issues within the teacher posts themselves, including potential FERPA violations and liability under the Individuals with Disabilities Education Act (IDEA). Regulation by schools of individual teacher postings on crowdfunding sites, COSA indicated, is a bare minimum essential to prevent some legal issues.

Most teacher crowdfunding posts are designed to raise funds under the name of a specific school. Schools should have regulations regarding who can raise funds on behalf of a school and what procedures and protections should be put into place to protect the school in such instances. Teachers should be prohibited from using the school's name or any other identifying features unless the teacher is in full compliance with the procedures and/or protocols established by the school district.

It is necessary to take reasonable measures to regulate the crowdfunding that may be done in the name of the schools. This fast-moving trend needs to be monitored for the onslaught of legal issues, legislation and best practices that will inevitably follow. Such measures should include the adoption of a district-wide policy either prohibiting or specifically and carefully restricting crowdfunding in specific areas. Heightened awareness and regulation of these practices protect the students and also protect the school and teachers from potential liability.

A new policy and an accompanying administrative regulation, #3281.2, "Online Fundraising Campaigns – Crowdfunding," has been developed. These are considered optional for inclusion in the district's manual.



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 24, 2018

Nancy Roldan 50 Wacona Ave., Apt. 3 Waterbury, CT 06705

Dear Ms. Roldan:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2019129) at \$13.91 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, October 25, 2018 at 9:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Please call Denise Carroll at 203-574-8035 as to your start date.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix

Human Resource Generalist

CSF/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools

Linda Franzese, Food Serv. Director



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 24, 2018

Kim Washington 23 Greystone Rd. Waterbury, CT 06704

Dear Ms. Washington:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2019128) at \$13.91 per hour.

This is a <u>part-time</u> position working in the Waterbury School System <u>10 months</u> a year during school hours <u>up</u> <u>to 19 hours</u> per week.

This position <u>does not provide health insurance benefits</u>. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at <u>www.waterburyct.org</u>.

We have scheduled your orientation for Thursday, October 25, 2018 at 9:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Please call Denise Carroll at 203-574-8035 as to your start date.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix

Human Resource Generalist

CSF/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools

Linda Franzese, Food Serv. Director



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 24, 2018

Ivelisse Concepcion 72 Fairway Lane Waterbury, CT 06704

Dear Ms. Concepcion:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2019131) at \$13.91 per hour.

This is a <u>part-time</u> position working in the Waterbury School System 10 months a year during school hours <u>up</u> to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, October 25, 2018 at 9:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Please call Denise Carroll at 203-574-8035 as to your start date.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix

Human Resource Generalist

CSF/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools

Linda Franzese, Food Serv. Director



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 24, 2018

Vanessa Wigglesworth 12 Marlboro St. Waterbury, CT 06705

Dear Ms. Wigglesworth:

We are pleased to receive your acceptance of our offer of employment for the position of Lunchroom Aide @ Rotella Elementary School for the Department of Education – Food Service (Requisition #2019235) at \$10.66 per hour.

This is a <u>part-time</u> position working in the Waterbury School System <u>10 months</u> a year during school hours <u>up</u> to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, October 25, 2018 at 9:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 26, 2018 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. You cannot start work without providing us these documents.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

8incerely,

Human Resources Generalist

CSF/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools

Linda Franzese, Food Serv. Director

File



(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 26, 2018

Miriam Guerrera 6 Heritage Ct. Wolcott, CT 06716

Dear Ms. Guerrera:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2019130) at \$13.91 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, October 26, 2018 at 9:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Please call Denise Carroll at 203-574-8035 as to your start date.

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We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix

Human Resource Generalist

CSF/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools

Linda Franzese, Food Serv. Director

AP Exam Awards

- AP Scholar Awards recognize high school students who have demonstrated exemplary college-level achievement on AP Exams
 - AP Scholar scores of 3 or higher on three or more AP exams
 - AP Scholar with Honor average score of at least 3.25 on all AP Exams taken, and scores of 3 or higher on four or more of these exams
 - AP Scholar with Distinction average score of at least 3.5 on all AP Exams taken, and scores of 3 or higher on five or more of these exams
 - Waterbury had 41 AP Scholar Awards
 - Crosby 2 students: 1 AP Scholar, 1 AP Scholar with Distinction
 - Kennedy 13 students: 11 AP Scholars, 1 AP Scholar with Honor, 1 AP Scholar with Distinction
 - State Street 1 student: 1 AP Scholar with Honor
 - WAMS 7 students: 6 AP Scholars, 1 AP Scholar with Distinction
 - WCA 13 students: 12 AP Scholars, 1 AP Scholar with Distinction
 - Wilby 5 students: 5 AP Scholars