

Board of Education

REGULAR MEETING

Thursday, May 17, 2018 – 6:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, CT

A G E N D A

1. *Silent Prayer*

2. *Pledge of Allegiance to the Flag*

3. *Roll Call*

4. *Communications*

- a) Email communications from CABE dated April 27, 2018 and May 11, 2018 regarding policy highlights.
- b) Email communication dated May 3, 2018 from Ryan Henderson regarding ABA Therapists.
- c) Copy of communication dated May 7, 2018 from Civil Service offering Aurea Figueroa Matos the position of Lunch Aide.

5. *Public Addresses the Board:* All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

6. *Deputy Superintendent's Announcements*

7. *President's Comments*

8. *Consent Calendar*

- 8.1 *Committee of the Whole:* Request approval of a Memorandum of Understanding/Program Acknowledgment with Connecticut Military Department for STARBASE CT for academic year 2017-2018.
- 8.2 *Committee on School Facilities & Grounds:* Use of school facilities by school organizations and/or City departments.
- 8.3 *Committee on School Facilities & Grounds:* Use of school facilities by outside organizations and/or waiver requests.

9. *Items Removed from Consent Calendar*

10. *Committee on School Personnel* – Commissioner Stango

- 10.1 Job specifications for the new position of Assistant Superintendent – Elementary.
- 10.2 Job specifications for the new position of Assistant Superintendent – Secondary.

10.3 Job specifications for the new position of Assistant Superintendent – Magnet Schools, Alternative Education Programs, and Student Services.

10.4 Revised job specifications for the position of Supervisor of Early Childhood Education.

11. Committee on Finance – Commissioner Awwad

11.1 Contract with Barall & Konover Floors for floor replacement at RMS.

11.2 Contract with Utility Communications, Inc. for S2 Video Camera Upgrade.

11.3 Contract with Connecticut Custom Aquatics for Pool Chlorination and Filtration Replacements.

11.4 Contract with Young Men’s Christian Association for 21st Century Summer Day Camp.

11.5 Connecticut State Department of Education 2017-2018 Consolidated Alliance District/Priority School District Application.

12. Committee on Curriculum – Commissioner T. Van Stone

12.1 Adoption of McGraw-Hill “Wonders” K – 5 ELA Program.

12.2 Adoption of HMH “Science Dimensions” K – 5 Science Program.

13. Committee on Policy – Commissioner Sweeney

13.1 Homeless Students Policy (#5118.1).

13.2 Nondiscrimination Policies (#0521, 4118.14, 5145.4).

13.3 Education Records Policy (#5125).

14. Superintendent’s Notification to the Board

14.1 Athletic appointments:

Farrington, Thomas – Assistant Football Coach, WCA, effective 08/13/18.

Gwiazdoski, Paul – Girls Tennis Coach, CHS, effective 04/06/18.

Hagley, Katlyn – Assistant Outdoor Track Coach, KHS, effective 04/07/18.

McKenna, Ian – JV Softball Coach, CHS, effective 03/27/18.

Monroe, Michael – JV Baseball Coach, WHS, effective 04/26/18.

O’Brien, Nicholas – Head Outdoor Track Coach, KHS, effective 04/07/18.

O’Leary, Ronan – Assistant Football Coach, WCA, effective 08/13/18.

14.2 Appointments:

Theriault, Michael – Soar to Success Summer School Coordinator, effective immediately.

14.3 Grant funded appointments effective immediately:

Hayden, Jennifer – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Miller, Toni – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Munoz, Victoria – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Richards, Jean – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Vigliotti, Frank – Network Specialist, salary and benefits according to the SEIU contract, funded Magnet Operating Grant, effective immediately.

Wolff, Nicole – Teacher Substitute, SDE Afterschool Program.

14.4 Teacher hires:

<u>Name</u>		<u>Assignment</u>		<u>Effective</u>
Acevedo-Usuga	Mateo	West Side	PE	3/19/2018
Davis	Claudia	Sprague	Gr. 5	4/5/2018
Demirs	Matthew	Wallace	PE	3/19/2018
Gray	Stacy	Wilson	Gr. 5	4/9/2018
Linares	Christopher	WCA	PE	3/12/2018
Sambrook	Nicole	Wilson	Gr. 3	3/15/2018

14.5 Resignations:

Milo, Jonathan – Art Teacher, Washington/Bucks Hill Annex, eff. 06/30/18.

15. Unfinished Business of Preceding Meeting Only

16. Other Unfinished, New, and Miscellaneous Business

17. Executive Session

18. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.4

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

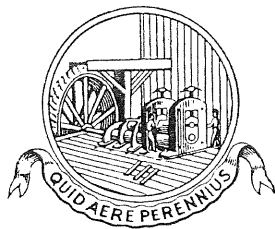
With the approval of the Committee on Finance, the Deputy Superintendent of Schools recommends approval of a contract with Young Men's Christian Association (YMCA) for the 21st Century Summer Day Camp.

Respectfully submitted,

Robert Henry
Deputy Superintendent

Approved:

Catherine N. Awwad



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8016 ♦ Fax (203) 574-8010

Robert Henry
Deputy Superintendent of Schools

Darren Schwartz
Chief Academic Officer

MEMORANDUM

TO: Honorable Board of Education Commissioners

FROM: Darren M. Schwartz, Chief Academic Officer

DATE: May 14, 2018

SUBJECT: 21st Century Summer Camp Program at YMCA Camp Mataucha

The Department of Education respectfully requests your review and approval of the subject. The 21st Century Community Learning Centers Grant been awarded \$71,000 for a Summer Camp Day Program to be held at the YMCA's Camp Mataucha in Watertown. Carrington, Duggan, Gilmartin and Reed Schools will send 50 students from each school to camp for 2 weeks per school (no overlapping weeks). The cost per student is \$355. Funding is from the Federal government with State of Connecticut Department of Education management.

The program will run for eight weeks between June 25, 2018 and August 24, 2018. The YMCA will provide round-trip bus transportation for students. The YMCA is written into all of the 21st Century Grants as a community partner thus waiving the bidding process.

Please feel free to contact me with any questions. Thank you.

DMS/mc

cc: File

AGREEMENT
between
The City of Waterbury, Connecticut
and
Greater Waterbury Young Men's Christian Association
for
Summer Day Camp Program at Camp Mataucha

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and Greater Waterbury Young Men's Christian Association, located at 136 West Main Street, Waterbury, CT, 06702 ("Contractor" or "Sub-Grantee").

WHEREAS, the Waterbury Public Schools, in partnership with the Waterbury Bureau of Recreation, applied for and was awarded a 21st Century Community Learning Center Grant by the Connecticut State Department of Education Bureau of Health /Nutrition, Family Services and Adult Education ("DOE") for Grant Year July 1, 2017 through September 30, 2018 to benefit afterschool programs for Duggan Elementary School and Jonathan Reed Elementary School students; and

WHEREAS, the Waterbury Public Schools in partnership with the Greater Waterbury Young Men's Christian Association applied for and was awarded a 21st Century Community Learning Center Grant by the Connecticut State Department of Education Bureau of Health /Nutrition, Family Services and Adult Education for Grant Year July 1, 2017 through September 30, 2018 to benefit afterschool programs for Carrington Elementary School and Gilmartin Elementary School students; and

WHEREAS; the City received permission from the DOE to use surplus funds from the aforementioned grants to pay for 50 students from each of the aforementioned elementary schools to attend the Summer Day Camp Program at YMCA's Camp Mataucha;

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Sub-Grantee, shall furnish all of the labor, services, incidentals, etc. necessary to complete the Project as specified in this Agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, incidentals, etc., shall comply with all provisions of the aforementioned 21st Century Community Learning Center Grants (incorporated herein by reference and made a part hererof), any and all applicable local, state and federal laws, statutes, ordinances and regulations, and with generally accepted professional standards, the policies of City of Waterbury Department of Education and the State Department of Education.

1.1 The Project consists of Sub-Grantee Services, as detailed and described in the Scope of Services attached hereto as **Attachment A** and hereby made a material provision of this Agreement.

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

- (i) This Agreement consisting of 18 pages;
- (ii) Scope of Services

2. Sub-Grantee Representations Regarding Qualification, Accreditation and Licensing, etc. The Sub-Grantee represents that, to the extent required by law, it is licensed to perform the scope of work set forth in this Agreement and is, at a minimum, licensed by the State of Connecticut Office of Early Childhood and the American Camp Association. The Sub-grantee represents that all camp counselors are certified in First Aid and CPR, and that there is Registered Nurse on staff and present at all times during the camp sessions and a physician on call. The Sub-grantee further represents that an adequate number of certified lifeguards are present on the camp grounds to supervise all swimming and boating activities. The Sub-Grantee further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement, including any supplementary work and the City relies upon these.

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

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

2.3 Criminal Background Check. The Sub-Grantee shall conduct a state and federal criminal history records check of all of its employees or independent contractors if said employee or independent contractor performs a service involving direct student contact. Said state and national criminal history records check shall be initiated upon hire. In the event that the criminal history records check reveals any negative results, the employee shall immediately be removed from providing services under this Agreement. The sub-Grantee shall immediately provide the results of such to the City.

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

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

3.1 Confidentiality/FERPA. The Sub-Grantee shall strictly adhere to all state and federal statutes, laws, rules, policies, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

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

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

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

4. **Contract Time.** The Sub-Grantee shall provide Camp Services to the students as identified by the City commencing on July 21, 2018 and terminating on August 24, 2018 within available State appropriations.

5. **Compensation.** The City shall compensate the Sub-Grantee for satisfactory provision of all of the goods and services set forth in this Agreement as identified in **Attachment A** as follows in this Section 5.

5.1 **Fee Schedule.** The fee payable to the Sub-Grantee shall not exceed Seventy-One Thousand Dollars (\$71,000.00), with the basis of payment being as follows:

Two hundred (200) students at Three Hundred Fifty-Five Dollars (\$355.00) per child per two-week session.

5.1.1 The Sub-grantee agrees that at any time during this Agreement, the number of students may be reduced and that as a result of said reduction, the compensation to the Sub-grantee shall be reduced accordingly.

5.2 **Limitation of Payment.** Compensation payable to the Sub-Grantee is limited to those fees set forth in Section 5.1 above. Such compensation shall be paid by the City upon review and approval of the Sub-Grantee's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Sub-Grantee's invoices shall describe the work, services, reports, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

5.4 **Payment for Services, Materials, Employees.** The Sub-Grantee shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, etc. furnished to the City under this Agreement. The Sub-Grantee shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. , going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and

State Unemployment Compensation, and Social Security charges applicable to this project. Before final payment is made, the Sub-Grantee shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6. This Section Intentionally Left Blank.

7. Indemnification

7.1 The Sub-Grantee shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, caused in whole or in part by any willful or negligent act or omission of the Sub-Grantee, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

7.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Sub-Grantee or any employee of the Sub-Grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Sub-Grantee or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8. This Section Intentionally Left Blank. .

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

9.1 At no additional cost to the City, the Sub-Grantee shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Sub-Grantee's obligation under this Agreement, whether such obligations are the Sub-Grantee's or subcontractor or person or entity directly or indirectly

employed by said Sub-Grantee or subcontractor, or by any person or entity for whose acts said Sub-Grantee or subcontractor may be liable.

9.2 The Sub-Grantee's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Sub-Grantee's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.3 The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Sub-Grantee:

- (i) General Liability Insurance: Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence. General Liability Insurance: **\$1,000,000 per Occurrence / \$2,000,000 Aggregate.**
- (ii) Automobile Liability Insurance: Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned or non-owned vehicle. Automobile Liability Insurance: **\$1,000,000.00 Combined Single Limit (each accident)**
- (iii) Workers' Compensation: Sub-Grantee shall comply with all State of Connecticut statutes as it relates to workers' compensation. Workers' Compensation: Statutory Limits within the State of Connecticut.
Employers' Liability:
EL Each Accident **\$500,000.00**
EL Disease Each Employee **\$500,000.00**
EL Disease Policy Limit **\$500,000.00**
- (iv) Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage. Excess Liability Insurance: **\$10,000.00 each occurrence**
- (v) Professional Liability Insurance: Professional liability (also known as, errors and omissions) insurance providing coverage to the Sub-Grantee. Professional Liability Insurance: Not Required.

- (vi) Sexual Abuse / Molestation Liability Insurance: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. Sexual Abuse / Molestation Liability Insurance: **\$1,000,000 per Occurrence / \$1,000,000 Aggregate.**

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

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

9.6 Certificates of Insurance: At the time the Sub-Grantee executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education (if applicable) are listed as additional insured on a primary and non-contributory basis. All policies must include a waiver of subrogation. The Sub-Grantee must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.

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

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

10.1 Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Sub-Grantee's work and services shall be secured in advance

and paid by the Sub-Grantee. The Sub-Grantee shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

10.3.1 The Sub-Grantee is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Agreement.

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

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

11.2 Equal Opportunity. In its execution of the performance of this Agreement, the Sub-Grantee shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Sub-Grantee agrees to comply with all Local, State and Federal laws,

rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Termination.

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

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

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

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

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

12.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Sub-Grantee for the agreed to level of the products, services and functions to be

provided by the Sub-Grantee under this Agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Sub-Grantee, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Agreement.

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

12.4 Rights upon Cancellation or Termination.

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

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

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

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

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

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

14. Subcontracting. The Sub-Grantee shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Sub-Grantee's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Sub-Grantee and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local laws, regulations and ordinances but such requirement shall not relieve the Sub-Grantee from its requirement that all work and services provided or required hereunder shall comply with all federal, state and local laws, regulations and ordinances.

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

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

16. Audit. The Sub-Grantee shall comply with all Audit requirements as set forth in the 21st Century Community Learning Center Grants. The City reserves the right to audit the Sub-Grantee's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of the 21st Century Community Learning Center Grants.. In the event the City elects to make such an audit, the Sub-Grantee shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

17. **This section intentionally left blank.**

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

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

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

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

22. **Conflicts or Disputes.** This Agreement represents the full and complete concurrence between the City and the Sub-Grantee and governs all disputes between them. This Agreement supersedes all statements to the contrary occurring either in proposals or other prior Agreements, oral or written, and all other communications between the parties relating to this subject.

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

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

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

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

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

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

Sub-Grantee: Greater Waterbury Young Men's Christian Association
 136 West Main Street
 Waterbury, CT 06702
 Attn: James O'Rourke

City: City of Waterbury
 c/o Department of Education - Chief Operating Officer &
 Chief of Staff
 236 Grand Street, 1st Floor
 Waterbury, CT 06702

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

28.1 The Person/ Contractor/ Sub-Grantee (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable federal,

state and municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this Contract, including but not limited to the following:

- (i) It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- (ii) It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter; pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
- (iii) It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Sub-Grantee or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- (iv) The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- (v) Upon a showing that a subcontractor made a kickback to the City, a prime Sub-Grantee or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

- (vi) It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection (vi), the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection (vi) shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- (vii) The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection (vii) shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person
- (viii) The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections (i-vii).
- (ix) The Sub-Grantee is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- (x) The Sub-Grantee hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "*The City of Waterbury - Code of Ordinances. (Rev. 1/1/14)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38:

Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

- (xi) The Sub-Grantee is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.
- (xii) Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- (xiii) Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.
- (xiv) Prohibition against Contingency Fees. The Sub-Grantee hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an Agreement or understanding for a commission, percentage, brokerage or contingency fee.
- (xv) Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Sub-Grantee set forth in Section 5 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Sub-Grantee records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(The next page is the signature page.)

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

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

GREATER WATERBURY YOUNG MEN'S
CHRISTIAN ASSOCIATION

By: _____

Its _____

Date: _____

ATTACHMENT A
21ST CENTURY COMMUNITY LEARNING CENTER
GRANT PROGRAM
SCOPE OF SERVICES

1. Sub-Grantee shall provide bus transportation for all students from predetermined strategic locations in Waterbury to and from Camp Mataucha.
2. Sub-grantee shall accept 50 students each from Carrington, Gilmartin, Jonathan Reed and Duggan elementary schools to attend one two-week session of the Summer Day Camp Program at YMCA Camp Mataucha, 270 Smith Pond Road, Watertown, CT, between July 2, 2018 and August 24, 2018:. There shall be no overlapping weeks.
3. Sub-grantee shall provide swimming, various camp, and age appropriate unit activities throughout each day, Monday through Friday between the hours of 9:30 a.m. and 3:00 p.m.
4. Students are to provide their own bag lunches, snacks, water, sunscreen, and wear weather appropriate clothing.
5. Current, completed health forms are required for each students with a physical examination performed within the last three years of camp attendance.

Waterbury Young Men's Christian Association

CITY OF WATERBURY

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

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

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

State of Connecticut

SS.: Waterbury

County of New Haven

James M. O'Rourke, Chief Executive Officer, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Chief Executive Officer of the Waterbury Young Men's Christian Assn. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

Waterbury Young Men's Christian Association

CITY OF WATERBURY

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Stephen Ball	President	YMCA Board of Directors	n/a	10/17/63
2 Harold Smith	Vice-President	YMCA Board of Directors	n/a	10/13/46
3 Carl Cicchetti	Vice-President	YMCA Board of Directors	n/a	07/07/47
4 Michael O'Connor	Secretary	YMCA Board of Directors	n/a	03/07/66
5 Gregory Fenn	Treasurer	YMCA Board of Directors	n/a	08/05/74

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

Waterbury Young Men's Christian Association

CITY OF WATERBURY

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

Name	Title	DOB	Stock %
1 Stephen Ball	President	10/17/63	n/a
2 Harold Smith	Vice-President	10/13/46	n/a
3 Carl Cicchetti	Vice-President	07/07/47	n/a
4 Michael O'Connor	Secretary	03/07/66	n/a
5 Greg Fenn	Treasurer	08/05/74	n/a

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Waterbury Young Men's Christian Assn. Aka Greater Waterbury YMCA	State of Connecticut	136 West Main St, Waterbury CT 06702
2		

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

For Partnership/Sole Proprietor

In presence of:

Witness _____

Name of Partnership/Business _____

By: _____

Waterbury Young Men's Christian Association

CITY OF WATERBURY

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

Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

(Notary Public)

My Commission Expires: _____

For Corporation

Paula Labonte

Witness

[Signature]
Name of Corporate Signatory

136 West Main St, Waterbury, CT 06702
Address of Business

Affix
Corporate
Seal

By: James M. O'Rourke
Name of Authorized Corporate Officer

Its: Chief Executive Officer
Title

State of Connecticut)
Waterbury) SS
County of New Haven)

James M. O'Rourke being duly sworn,

deposes and says that he/she is Chief Executive Officer of Waterbury Young Men's Christian Assn and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 4th day of May 2018.

[Signature]
Rachel Walker

(Notary Public)

My Commission Expires: 6/30/19

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.5

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Finance, the Deputy Superintendent of Schools recommends approval of the Connecticut State Department of Education 2017-2018 Consolidated Alliance District/Priority School District Application.

Respectfully submitted,

Robert Henry
Deputy Superintendent

Approved:

Catherine N. Awwad



STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION



March 28, 2018

Mr. Robert Henry
Deputy Superintendent of Schools
Waterbury Public Schools
236 Grand Street, Chase Office Building
Waterbury, CT 06702-1972

Dear Mr. Henry:

I am pleased to inform you of the approval of Waterbury's 2017-2018 Alliance District/Priority School District Application. I applaud your efforts to strengthen and initiate district strategies to improve student achievement. We appreciate your commitment to advancing student outcomes through targeted investments in the areas of talent, academics, culture and climate, and operations, with a particular focus on the district's lowest-performing schools.

Linked to this approval, the Connecticut State Department of Education's (CSDE) Finance and Grants Offices will be releasing Waterbury's FY 2017-18 allocations in the coming days. Waterbury is approved to receive the following in FY 2017-18 grant funding:

- Alliance District: \$19,988,884
- Priority School District (PSD): \$2,016,198
- PSD School Accountability/Summer School: \$368,681

Note that the PSD Extended School Hours grant is approved and administered separately through CSDE's Family Support Services office. Please access the online Prepayment Grants System to draw down funds aligned to your approved plan.

The CSDE looks forward to working with Waterbury to successfully implement your plan. The Turnaround Office shares your commitment to results and ongoing monitoring. To support our collective efforts, the Turnaround Office will continue to collaborate with the Alliance Districts. Congratulations again on the approval of your plan.

Sincerely,

Desi D. Nesmith

Desi D. Nesmith
Chief Turnaround Officer

cc: Michael LeBlanc, Business Manager

2017-18 Talent Priorities

Fill in district name on this page only:

District: Waterbury

Step 1: Districts may choose, but are not required, to pursue additional strategies to strengthen district and school talent systems. Place an "X" beside the district's 2017-18 talent-related reform priorities. Please note that PSDs must spend all of their PSD funding on allowable PSD reform areas.

<input checked="" type="checkbox"/>	Recruitment and human capital pipelines
<input checked="" type="checkbox"/>	Hiring and placement processes
<input checked="" type="checkbox"/>	Professional development
<input type="checkbox"/>	Evaluation

<input checked="" type="checkbox"/>	Instructional coaching
<input checked="" type="checkbox"/>	District/school leadership development (incl LEAD CT Coaching for Supts, Turnaround Principal programs, and Dist Capacity)
<input checked="" type="checkbox"/>	Retention of top talent
<input type="checkbox"/>	Other: _____

Step 2: Identify a core set of strategies to advance the district's talent-related reform priorities (identified in Step 1). Summarize district talent strategies and identify a specific, measurable, actionable, realistic, and time-bound (S.M.A.R.T.) goal aligned to each strategy. These S.M.A.R.T. goals will be central to 2017-18 quarterly progress monitoring. Add or remove rows as necessary.

Talent Priorities:		Aligned SMART Goals:
1.1.	Improve instructional Leadership Effectiveness-The Chief Academic Officer and Instructional Leadership Directors with collaborate with colleagues to provide school leaders with differentiated job embedded professional development to meet their needs as identified by adult (CCL rubric, ILD site visits) and student measures (discipline data, chronic absenteeism data, assessment results). Instructional Leadership Directors (ILDs) will provide coaching for administration and create a district-wide PD series on SEL and monitor the implementation.	The District Performance Index (DPI) for ELA will improve from 53.4% in 2017 to 55.1% in 2018. The average percentage of Growth Target Achieved in ELA will improve from 47.7% in June 2017 to 51.7% in June 2018. The DPI for Math will improve from 46.9% in 2017 to 49.1% in 2018. The average percentage of Growth Target Achieved in Math will improve from 51.8% in June 2017 to 55.5% in June 2018.
1.2.	Improve Teacher Effectiveness-The Chief Academic Officer, Instructional Leadership Directors, Supervisor of Talent and Professional Development will collaborate with colleagues to provide professional development around CT Core Standards, classroom management and cultural competency. Coaching cycles will provide job-embedded professional learning for teachers to support instruction/intervention in Mathematics and ELA. All administrators will commit to walk-throughs and feedback to monitor Return on Investment of PD. One additional administrator will be added to the Crosby HS leadership team.	The District Performance Index (DPI) for ELA will improve from 53.4% in 2017 to 55.1% in 2018. The average percentage of Growth Target Achieved in ELA will improve from 47.7% in June 2017 to 51.7% in June 2018. The DPI for Math will improve from 46.9% in 2017 to 49.1% in 2018. The average percentage of Growth Target Achieved in Math will improve from 51.8% in June 2017 to 55.5% in June 2018.

<p>1.3. Recruitment and Retention-The Chief Academic Officer, Supervisor of Talent and Professional Development, and Recruiter, in collaboration with colleagues, will participate in focused recruitment of minority teachers and building personal relationships, "grow our own" pipeline via RELAY and Yes Clubs, partnering with higher education with a particular focus on specific HBCUs, collect data to evaluate program and establish a new teacher hiring process.</p>	<p>The District Performance Index (DPI) for ELA will improve from 53.4% in 2017 to 55.1% in 2018. The average percentage of Growth Target Achieved in ELA will improve from 47.7% in June 2017 to 51.7% in June 2018. The DPI for Math will improve from 46.9% in 2017 to 49.1% in 2018. The average percentage of Growth Target Achieved in Math will improve from 51.8% in June 2017 to 55.5% in June 2018. The total number of minority educators in Waterbury Public Schools will increase by 5% from June 2017 to June 2018. The average percentage of Target Achieved in Literacy ELP on LAS Links will improve from 53.4% in June 2017 to 57.0% in June 2018.</p>
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Step 3: Directions: Identify talent-related expenditures aligned to the strategies outlined above. Provide a line-item budget, separating expenditures by ED 114 cost categories, adding rows as necessary. Provide the following information for each line item: (a) cost, position, or service; (b) alignment to talent strategies outlined in Step 2; (c) detailed budget justification and cost basis (e.g., cost structure, unit cost, number of units); and (d) total use of Alliance District funding for the particular cost.

Cost:	Alignment:	Description:	AD Investment:
100: Personnel Services - Salaries			
Chief Academic Officer	1.1, 1.2, 1.3	1 Full Time Position - 12 mos (Central Office)	\$ 158,363.00
Instructional Leadership Directors	1.1, 1.2	3 Full Time Position - 12 mos (Central Office)	\$ 447,897.00
ILD/Secondary & Turnaround (Walsh, Wilby, Kennedy, Crosby)	1.1, 1.2	1 Full Time Position - 12 mos (Central Office)	\$ 148,499.00
Supervisor of Talent & Professional Dev	1.2, 1.3	1 Full Time Position - 12 mos (Central Office)	\$ 127,679.00
Crosby Administrator	1.2	1 Full Time Position -	\$ 108,820.00
Recruiter	1.3	1 Full Time Position - 12 mos (Central Office)	\$ 42,000.00
100: Personnel Services - Salaries Subtotal:			\$ 1,033,258.00
200: Personnel Services - Benefits			
Chief Academic Officer	1.1	1 Full Time Position - 12 mos @ 50.79%	\$ 80,432.57
Instructional Leadership Directors	1.1, 1.2, 1.3	3 Full Time Position - 12 mos @ 50.79%	\$ 227,486.89
ILD/Secondary & Turnaround (Walsh, Wilby, Kennedy, Crosby)	1.1, 1.2	1 Full Time Position - 12 mos @ 50.79%	\$ 75,422.64
Supervisor of Talent & Professional Dev	1.2, 1.3	1 Full Time Position - 12 mos @ 50.79%	\$ 64,848.16
Recruiter	1.4	1 Full Time Position - 12 mos @ 58.44%	\$ 24,544.80
200: Personnel Services - Benefits Subtotal:			\$ 472,735.06
300: Purchased Professional and Technical Services			
Minority Recruitment & Retention	1.3	Recruitment and Retainment Budget activities	\$ 32,000.00
300: Purchased Professional and Technical Services Subtotal:			\$ 32,000.00
400: Purchased Property Services			
			\$ -

400: Purchased Property Services Subtotal:			\$	-
500: Other Purchased Services				
			\$	-
500: Other Purchased Services Subtotal:			\$	-
600: Supplies				
			\$	-
600: Supplies Subtotal:			\$	-
700: Property				
			\$	-
700: Property Subtotal:			\$	-
800: Other Objects				
			\$	-
800: Other Objects Subtotal:			\$	-
Talent Subtotal:			\$	1,537,993.06

2017-18 Academic Priorities

District: Waterbury

Step 1: Place an "X" beside the district's 2017-18 academic-related reform priorities. Please note that PSDs must spend all of their PSD funding on allowable PSD reform areas and at least 20 percent of PSD funds promoting early literacy.

<input checked="" type="checkbox"/>	Common Core-aligned curriculum transition	<input type="checkbox"/>	Alternative/Transitional programs
<input checked="" type="checkbox"/>	Assessment systems	<input checked="" type="checkbox"/>	Full-day kindergarten
<input checked="" type="checkbox"/>	Supports for special populations	<input checked="" type="checkbox"/>	Pre-kindergarten
<input checked="" type="checkbox"/>	SRBI and academic interventions	<input checked="" type="checkbox"/>	Pre-K - Grade 3 literacy
<input type="checkbox"/>	College and career access	<input type="checkbox"/>	Instructional technology
<input type="checkbox"/>	High school redesign	<input type="checkbox"/>	Other: _____

Step 2: Identify a core set of strategies to advance the district's academic-related reform priorities (identified in Step 1). Summarize district academic strategies and identify a specific, measurable, actionable, realistic, and time-bound (S.M.A.R.T.) goal aligned to each strategy. These S.M.A.R.T. goals will be central to 2017-18 quarterly progress monitoring. Add or remove rows as necessary.

Academic Priorities:		Aligned SMART Goals:
2.1.	Improve Special Populations -The Director of Teaching and Learning and Early Childhood Special Education Supervisor will collaborate with colleagues to provide professional learning opportunities for Bilingual/ESL Teachers, Pre-K Teachers and Pre-K Assistants to support the delivery of CCSS aligned curriculum to EL students district-wide. Provide monthly offerings for Elementary ESL teachers, and quarterly for new teachers, Secondary ESL teachers, Bilingual teachers, Pre-K teachers and Pre-K assistants.	The District Performance Index (DPI) for ELA will improve from 53.4% in 2017 to 55.1% in 2018. The average percentage of Growth Target Achieved in ELA will improve from 47.7% in June 2017 to 51.7% in June 2018. The average percentage of Target Achieved in Oral ELP on LAS Links will improve from 64.5% in June 2017 to 67.2% June 2018. The Average percentage of Target Achieved in Literacy ELP on LAS Links will improve from 53.4% in June 2017 to 57.0% in June 2018.
2.2.	Improve English Language Arts Outcomes for PK-12th grade students -Literacy Facilitators (9 Schools), Reading Teachers (15 schools), PK Teachers, PK Assistants and Director of Teaching and Learning will ensure: curriculum writing and adoption continues, tiered services are implemented with fidelity, job-embedded and district professional development is effective via coaching cycles and Instructional Data Teams are focused on student learning and implementation of best practices (Music, Library/Media and Art). Tech Ed teachers will provide authentic application of English Language Arts skills through career/technical coursework as required by Perkins legislation.	The District Performance Indices in ELA will improve from 53.4 in June 2017 to 55.1 in June 2018. The average percentage of Growth Target Achieved in ELA will improve from 47.7% in June 2017 to 51.7% in June 2018.
2.3.	Improve Math and Science Outcomes for PK-12th grade students-Math Supervisor, Math Coaches, PK teachers, PK Assistants, Director of Teaching and Learning and WCA STEM program will ensure: curriculum writing and adoption continues, tiered services are implemented with fidelity, job-embedded and district professional development is effective via coaching cycles and IDTs are focused on student learning (Music, Library/Media and Art teachers). Tech Ed teachers will provide authentic application of math and science skills through career/technical coursework as required by Perkins legislation.	The District Performance Indices in Math will improve from 46.9 in June 2017 to 49.1 in June 2018. The average percentage of Growth Target Achieved in Math will improve from 51.8% in June 2017 to 55.5% in June 2018.

Step 3: Identify academic-related expenditures aligned to the strategies outlined above. Provide a line-item budget, separating expenditures by ED 114 cost categories, adding rows as necessary. Provide the following information for each line item: (a) cost, position, or service; (b) alignment to academic strategies outlined in Step 2; (c) detailed budget justification and cost basis (e.g., cost structure, unit cost, number of units); (d) total use of Alliance District funding for the particular cost; and (e) total use of PSD funding for the particular cost.

Cost:	Alignment:	Description:	AD Investment:	PSD Investment:
100: Personnel Services - Salaries				
Director of Teaching Learning/Assessment	2.1, 2.2, 2.3	1 Full Time Position - 12 mos (Central Office)	\$ 149,799.00	\$ -
Early Childhood Special Ed Supervisor	2.1	1 Full time Position (Preschool)	\$ 100,126.00	
Math Supervisor	2.3	1 Full Time Position - 12 mos (Central Office)	\$ 114,630.00	\$ -
PreK Certified Teachers	2.1, 2.2, 2.3	2 Full Time PreK Teacher positions - 10 mos (Wtby Career Academy, Sprague)	\$ 179,346.00	\$ -
Teaching Assistants PreK	2.1, 2.2, 2.3	2 Part Time PreK assistant positions - 10 mos (Maloney, Wtby Career Academy, Sprague)	\$ 56,552.00	\$ -
Literacy Facilitators	2.2	11 Full Time Literacy Facilitators, including Focus Schools (Hopeville, Walsh, Gilmartin, Kingsbury, Generali, Bunker, Reed, North End, Chase)	\$ 837,702.00	\$ -
Art/Music Teachers	2.2, 2.3	7 Full Time Art/Music Teachers (2-Crosby, 2-Reed, Sprague, Maloney, Carrington)	\$ 384,601.00	\$ -
	2.3	2 Full Time (1 @ K-8/1 @ Middle) that serve Bucks Hill /Gilmartin and West Side/Wallace (Focus Schools)	\$ 129,092.00	\$ -
Math Coach	2.3	1 FT Positions (spilt 50% Title I) (Bunker Hill)	\$ 30,188.00	
Reading Teachers	2.2	15 Full time Positions (Various)	\$ 927,335.00	\$ -
Walsh Teachers	2.2, 2.3	4 Full Time positions	\$ 253,507.00	
Crosby Teachers	2.1, 2.2, 2.3, 3.1, 3.2, 3.2	9 positions	\$ 612,550.00	
TESOL/Bilingual Teachers	2.1	17 Full Time positions (Various)	\$ 1,214,801.00	
Teacher Prep Time	2.2, 2.3	11 Substitutes @ \$20,000	\$ 220,000.00	
WCA STEM	2.3	Part Time support staff after school @ \$32/hr for teachers & \$38/hr for administrators	\$ 33,428.00	\$ -
Extended Day Kindergarten - 20% Early Literacy	2.2	7 FT Kindergarten Teachers, 1 FT Kindergarten Teacher 50% (Chase, Maloney, Washington, Hopeville)/4 FT Kindergarten Aides (Chase, Driggs)		\$ 685,184.00

Tech Ed Teachers	2.2, 2.3	17 Full Time Positions (district-wide)	\$ 1,177,053.00	
Early Reading Initiatives - 20% Early Literacy	2.1, 2.2	1 Adm @ 50%, 3 Bilingual Rdg Tchrs. @ 100%, 1 Literacy Facilitator @ 50%, 2 Literacy Tchrs @ 100%, 2 Reg Tchrs @ 50%, 1 Rdg Tchr @ 100% (District Wide)		\$ 672,896.00
100: Personnel Services - Salaries Subtotal:			\$ 6,420,710.00	\$ 1,358,080.00
200: Personnel Services - Benefits				
Director of Teaching Learning/Assessment	2.1, 2.2, 2.3	1 Full Time Position - 12 mos @ 50.79%	\$ 76,082.91	\$ -
Early Childhood Special Ed Supervisor	2.1	1 FT position (Preschool) @50.79%	\$ 50,854.00	
Math Supervisor	2.3	1 Full Time Position - 12 mos @ 50.79%	\$ 58,220.58	\$ -
PreK Certified Teachers	2.1, 2.2, 2.3	2 Full Time Positions - 12 mos @ 50.79%	\$ 91,089.83	\$ -
Teaching Assistants PreK	2.1, 2.2, 2.3	2 Part Time Position - 12 mos @ 12.79%	\$ 7,233.00	\$ -
Literacy Facilitators	2.2	11 Full Time Positions - 12 mos @ 50.79%	\$ 425,468.85	\$ -
Art/Music Teachers	2.2, 2.3	7 Full Time Positions - 12 mos @ 50.79%	\$ 195,338.85	\$ -
Math Coaches	2.3	2 Full Time Positions - 12 mos @ 50.79%	\$ 65,565.83	\$ -
Math Coach	2.3	1 FT Positions (spilt 50% Title I) @ 50.79%	\$ 15,332.49	
Extended Day Kindergarten, Early Reading Initiative Programs - 20% Early Literacy	2.2	7 FT Kindergarten Teachers, 1 FT Kindergarten Teacher 50%/4 FT Kindergarten Aides, 1 Adm @ 50%, 3 Bilingual Rdg Tchrs. @ 100%, 1 Literacy Facilitator @ 50%, 2 Literacy Tchrs @ 100%, 1 Rdg Tchr @ 100%		\$ 129,159.00
200: Personnel Services - Benefits Subtotal:			\$ 985,186.32	\$ 129,159.00
300: Purchased Professional and Technical Services				
			\$ -	\$ -
300: Purchased Professional and Technical Services Subtotal:			\$ -	\$ -
400: Purchased Property Services				
			\$ -	\$ -
400: Purchased Property Services Subtotal:			\$ -	\$ -
500: Other Purchased Services				

Pre-K Bussing	2.2, 2.3	\$295/bus (All Star Pre-K bussing) x 2 busses x 182 days	\$ 100,000.00	\$ -
School Improvement Bussing	2.3	After School bussing	\$ 23,000.00	
WCA STEM bussing	2.3	Bussing for WCA Stem program	\$ 38,000.00	\$ -
Literacy Initiatives (ERI)	2.2	Literacy How Mentor Support		\$ 69,000.00
Destiny/Follett	2.2	Open Source Library System		\$ 25,679.00
500: Other Purchased Services Subtotal:			\$ 161,000.00	\$ 94,679.00
600: Supplies				
Curriculum Textbooks/Supplies	2.1, 2.2, 2.3	Leveled reading books & other resources for all curriculum	\$ 108,211.00	\$ -
College Readiness System Solutions	2.2, 2.3	SAT testing materials & scoring	\$ 25,800.00	
Math Resources	2.3	Math Tier II Kits (iReady)	\$ 152,235.00	
Literacy Supplies/Reading	2.2	Materials to support ELA Curriculum - Foundation		\$ 15,410.00
600: Supplies Subtotal:			\$ 286,246.00	\$ 15,410.00
700: Property				
			\$ -	\$ -
700: Property Subtotal:			\$ -	\$ -
800: Other Objects				
M Class 3D Assessment	2.2	M Class Elementary Reading 3D Software, Platform and Tools for student subscriptions	\$ 175,690.00	\$ -
800: Other Objects Subtotal:			\$ 175,690.00	\$ -
Academics Subtotal:			\$ 8,028,832.32	\$ 1,597,328.00

2017-18 Culture and Climate Priorities

District: Waterbury

Step 1: Place an "X" beside the district's 2017-18 climate-related reform priorities. Districts may choose, but are not required, to pursue strategies to strengthen district and school climate. Please note that Alliance Districts with a 2017-18 chronic absenteeism rate exceeding 10 percent must pursue strategies to decrease chronic absenteeism.

<input checked="" type="checkbox"/>	Attendance/Chronic absenteeism	<input checked="" type="checkbox"/>	Graduation/Dropout prevention
<input checked="" type="checkbox"/>	Behavior management	<input checked="" type="checkbox"/>	Family engagement
<input checked="" type="checkbox"/>	Wraparound services	<input type="checkbox"/>	Other: _____

Step 2: Identify a core set of strategies to advance the district's culture and climate-related reform priorities (identified in Step 1). Summarize district climate strategies and identify a specific, measurable, actionable, realistic, and time-bound (S.M.A.R.T.) goal aligned to each strategy. These S.M.A.R.T. goals will be central to 2017-18 quarterly progress monitoring. Add or remove rows as necessary.

Culture and Climate Priorities:		Aligned SMART Goals:
3.1.	Promote a Positive and Safe School climate (PSD)-The Director of Pupil Services, Social Workers, Coordinator of Security and School Safety, Behavior Technicians, In-School Suspension Monitors, Hall Monitors, Guidance Counselors and Prevention Specialists will collaborate with colleagues to provide and/or implement SEL Training for all administrators and staff in a developed series throughout the school year in collaboration with local mental health agencies and the State Department of Education (Basic School climate, Restorative Practices).	Reduce Chronic Absenteeism from 16.0% in the 2016-2017 school year to 15.2% in the 2017-18 school year.
3.2.	Reduce Chronic Absenteeism (PSD)-The Director of Pupil Services, Social Workers, Truancy Specialists and Behavior Technicians will collaborate with colleagues to implement a Comprehensive Chronic Absenteeism Plan for the district, reorganize Attendance Counselors to focus on students at risk of becoming chronically absent and ensure each school has embedded strategies in the School Improvement Plan for addressing chronic absenteeism.	Reduce Chronic Absenteeism from 16.0% in the 2016-2017 school year to 15.2% in the 2017-18 school year.
3.3.	Drop-Out Prevention (PSD)-The Director of Pupil Services will improve graduation rates by providing Social Workers, Prevention Specialists, Truancy Specialists, Behavior Technicians, Hall Monitors, and Parent Liaisons (and other colleagues) with strategies for engagement at the secondary level so that students have multiple pathways to graduation, including online learning systems and alternative education. Engage families with service under the Dual Capacity Framework to improve effective family/school partnerships.	Increase the four year graduation rate from 73.3% in 2016-2017 to 74.9% in 2017-18.

Step 3: Identify climate-related expenditures aligned to the strategies outlined above. Provide a line-item budget, separating expenditures by ED 114 cost categories, adding rows as necessary. Provide the following information for each line item: (a) cost, position, or service; (b) alignment to culture and climate strategies outlined in Step 2; (c) detailed budget justification and cost basis (e.g., cost structure, unit cost, number of units); (d) total use of Alliance District funding for the particular cost; and (e) total use of PSD funding for the particular cost.

Cost:	Alignment:	Description:	AD Investment:	PSD Investment:
100: Personnel Services - Salaries				
Director of Pupil Services	3.1, 3.2, 3.3	1 Full Time Position - 12 mos. (Central Office)	\$ 149,599.00	
Social Workers	3.1, 3.2, 3.3	9 Full Time Positions (Elementary) 5 FT (Secondary) (District Wide)	\$ 809,045.00	\$ -
Coordinator of Security & School Safety	3.1	1 Full Time Position (Central Office)	\$ 78,021.00	
Behavior Techs (Counselors)	3.1, 3.2	2 Full Time positions (State St & Enlightenment)	\$ 75,958.00	
In-School Suspension Monitor	3.1	1 Part Time In-School Suspension monitors @ \$90/day put to 182 days	\$ 16,380.00	\$ -
Hall Monitors	3.1, 3.3	2 Part Time substitutes @ \$90/day x 182 days	\$ 32,760.00	\$ -
Online Learning/Digital Curriculum (Substitutes)	3.3	1 year online system - Part time after school Teachers	\$ 20,000.00	\$ -
Truancy Specialists	3.2, 3.3	3 positions @ 25% salary assist in Drop Out Prevention with middle school students at the comprehensive Middle Schools (Wallace, North End, West Side)		\$ 23,820.00
Prevention Specialist	3.1, 3.3	3 positions @ 25% salary assist in Drop Out Prevention with middle school students at the comprehensive Middle Schools (Wallace, North End, West Side)		\$ 21,480.00
Drop Out Prevention	3.3	1 Full Time Prevention Specialist, 1 Full Time Truancy Specialist, 1 Full Time Clerical, 2 Hall Monitor, Exit Criteria Stipends, Staff Stipends for Alliance		\$ 94,660.00
Alternative Programs	3.3	1 Full Time Alternative Teacher		\$ 81,061.00
Guidance Counselors	3.1	28 Full Time Positions (District-wide)	\$ 1,959,477.00	
Parent Liaison	3.3	1 Full Time Position, assist with all Parent involvement activities @ 2 Alternative Schools		\$ 24,077.00
100: Personnel Services - Salaries Subtotal:			\$ 3,141,240.00	\$ 245,098.00

200: Personnel Services - Benefits				
Director of Pupil Services	3.1, 3.2, 3.3	1 Full Time Position - 12 mos @ 50.79%	\$ 75,981.33	
Social Workers	3.1, 3.2, 3.3	14 Full Time Positions - 12 mos @ 50.79%	\$ 410,913.96	\$ -
Behavior Techs (Counselors)	3.1, 3.2	2 Full Time positions - 10 mos @ 58.44%	\$ 44,389.86	
Drop Out Prevention	3.3	1 Full Time Prevention Specialist; 1 Full Time Truancy Specialist; 1 Full Time Clerical; 2 Hall Monitor		\$ 44,997.30
Alternative Programs	3.3	1 Full Time Alternative Teacher @ 50.79%		\$ 41,170.88
Parent Liaison	3.3	1 Full Time Position @ 58.44%		\$ 14,070.60
200: Personnel Services - Benefits Subtotal:			\$ 531,285.14	\$ 100,238.78
300: Purchased Professional and Technical Services				
Naugatuck Valley Community College (NVCC) Partnership	3.3	NVCC dual Articulation courses	\$ 80,000.00	\$ -
300: Purchased Professional and Technical Services Subtotal:			\$ 80,000.00	\$ -
400: Purchased Property Services				
			\$ -	\$ -
400: Purchased Property Services Subtotal:			\$ -	\$ -
500: Other Purchased Services				
Conn-CAP (Drop Out)	3.3	College preparatory activities for high school students		\$ 15,000.00
			\$ -	\$ -
500: Other Purchased Services Subtotal:			\$ -	\$ 15,000.00
600: Supplies				
Online Learning/Digital Curriculum	3.3	Online learning (regular and extended school day use)	\$ 71,500.00	
Materials, supplies and food for district activities to promote and increase family engagement including non Title I schools	3.3	Support and expand the role of education in the home and support all parent liaisons with materials, supplies and food service vendors for parent activities	\$ -	\$ 29,762.00
600: Supplies Subtotal:			\$ 71,500.00	\$ 29,762.00

700: Property				
			\$ -	\$ -
700: Property Subtotal:			\$ -	\$ -
800: Other Objects				
			\$ -	\$ -
800: Other Objects Subtotal:			\$ -	\$ -
Culture and Climate Subtotal:			\$ 3,824,025.14	\$ 390,098.78

2017-18 Operations Priorities

District: Waterbury

Step 1: Place an "X" beside the district's 2017-18 operations-related reform priorities. Districts may choose, but are not required, to pursue strategies to strengthen district and school operations.

<input checked="" type="checkbox"/>	Budgeting and financial management
<input checked="" type="checkbox"/>	School operations
<input checked="" type="checkbox"/>	Technology integration

<input checked="" type="checkbox"/>	Student enrollment processes
<input checked="" type="checkbox"/>	Extended learning time
<input type="checkbox"/>	Other: _____

Step 2: Identify a core set of strategies to advance the district's operations-related reform priorities (identified in Step 1). Summarize district operations priorities strategies and identify a specific, measurable, actionable, realistic, and time-bound (S.M.A.R.T.) goal aligned to each strategy. These S.M.A.R.T. goals will be central to the 2017-18 quarterly progress monitoring. Add or remove rows as necessary.

Operations Priorities:		Aligned SMART Goals:
4.1.	Student Management System PowerSchool-The new Student Information System that combines the four disparate systems that were in use. System will be used to generate improved dashboard reports specifically in student discipline and chronic absenteeism for the 2017-18 school year.	Reduce Chronic Absenteeism from 16% in the 2016-2017 school year to 15.2% in the 2017-18 school year.
4.2.	Extended School Hours (ESH) (PSD)-Each school will implement an afterschool program focused on literacy, math, science and enrichment with highly qualified teachers. In addition, each school will provide a rigorous Summer Extended School Hours program for all students who qualify, based on mCLASS reading assessments.	The average percentage of Growth Target Achieved in ELA will improve from 47.7% in June 2017 to 51.7% in June 2018. The average percentage of Growth Target Achieved in Math will improve from 51.8% in June 2017 to 55.5% in June 2018. 85% of ESH students will improve a category and/or maintain proficiency as evidenced by mCLASS data from Spring to Fall.
4.3.	Budgeting and Financial Management-Conduct a Capacity and Coherence Review to identify organizational assets, as well surface areas of development in service of a more systemic and coherent system.	The average percentage of Growth Target Achieved in ELA will improve from 47.7% in June 2017 to 51.7% in June 2018. The average percentage of Growth Target Achieved in Math will improve from 51.8% in June 2017 to 55.5% in June 2018. Reduce Chronic Absenteeism from 16% in the 2016-2017 school year to 15.2% in the 2017-18 school year. Increase the four year graduation rate from 73.3% in 2016-2017 to 74.9% in 2017-18. Improve rubric score on the CT LEAD Coherence and Capacity Rubric. Improvement on all identified goals in Talent, Academic, Climate and Operations.

Step 3: Identify operations-related expenditures aligned to the strategies outlined above. Provide a line-item budget, separating expenditures by ED 114 cost categories, adding rows as necessary. Provide the following information for each line item: (a) cost, position, or service; (b) alignment to operations strategies outlined in Part I; (c) detailed budget justification and cost basis (e.g., cost structure, unit cost, number of units); (d) total use of Alliance District funding for the particular cost; and (e) total use of PSD funding for the particular cost.

Cost:	Alignment:	Description:	AD Investment:	PSD Investment:
100: Personnel Services - Salaries				
Teachers and Aides	4.2	After school employees at elementary schools assist the students in extended learning for Before and After program	\$ -	\$ 25,771.00
100: Personnel Services - Salaries Subtotal:			\$ -	\$ 25,771.00
200: Personnel Services - Benefits				
			\$ -	\$ -
200: Personnel Services - Benefits Subtotal:			\$ -	\$ -
300: Purchased Professional and Technical Services				
			\$ -	\$ -
300: Purchased Professional and Technical Services Subtotal:			\$ -	\$ -
400: Purchased Property Services				
			\$ -	\$ -
400: Purchased Property Services Subtotal:			\$ -	\$ -
500: Other Purchased Services				
Enrichment activities for the extended learning Before and After School Program	4.2	Local vendors outside of the education department provide enrichment activities in the Before and After School Program	\$ -	\$ 1,000.00
500: Other Purchased Services Subtotal:			\$ -	\$ 1,000.00
600: Supplies				
Instructional supplies for the Before and After School Program	4.2	Instructional supplies for students who have an extended school day	\$ -	\$ 2,000.00
600: Supplies Subtotal:			\$ -	\$ 2,000.00
700: Property				
			\$ -	\$ -
700: Property Subtotal:			\$ -	\$ -

800: Other Objects				
Student Management System	4.1	Manage student systems for a more coherent and aligned approach to operations	\$ 193,270.00	\$ -
Operational Inventory Study	4.3	Contract with CT Association of Public School Superintendents for a Capacity and Coherenece Review	\$ 30,000.00	\$ -
800: Other Objects Subtotal:			\$ 223,270.00	\$ -
Operations Subtotal:			\$ 223,270.00	\$ 28,771.00

Non-Reform Budget - Optional Section

Directions: In the event that your district proposes using Alliance District funds for purposes other than new or expanded reforms, summarize such investments below. Provide detailed budget information for proposed non-reform expenditures. Separate expenditures by the ED 114 cost categories.

Cost:	Alignment:	Description:	AD Investment:
100: Personnel Services - Salaries			
Waterbury Career Academy	2.2, 2.3, 3.3	73 positions	\$ 4,405,768.00
Content Supervisors	1.1, 1.2, 2.1, 2.2, 2.3	3.5 positions (Central Office)	\$ 420,415.00
Library Media Specialists	2.2, 2.3	22 positions (District Wide)	\$ 1,548,580.00
100: Personnel Services - Salaries Subtotal:			\$ 6,374,763.00
200: Personnel Services - Benefits			
			\$ -
200: Personnel Services - Benefits Subtotal:			\$ -
300: Purchased Professional and Technical Services			
			\$ -
300: Purchased Professional and Technical Services Subtotal:			\$ -

400: Purchased Property Services			
			\$ -
400: Purchased Property Services Subtotal:			\$ -
500: Other Purchased Services			
			\$ -
500: Other Purchased Services Subtotal:			\$ -
600: Supplies			
			\$ -
600: Supplies Subtotal:			\$ -
700: Property			
			\$ -
700: Property Subtotal:			\$ -
800: Other Objects			
			\$ -
800: Other Objects Subtotal:			\$ -
Non-Reform Subtotal:			\$ 6,374,763.00

FY 18 AD and PSD Budget Summary

District: Waterbury

Directions: Do not enter budget information in this tab. This tab pulls financial data from the application tabs and auto-calculates total proposed investments. Please ensure that your total budgeted amounts match your district's AD and PSD allocation amounts.

	Talent AD Costs	Academic AD Costs	Academic PSD Costs	Climate AD Costs	Climate PSD Costs	Operations AD Costs	Operations PSD Costs	Non-Reform AD Costs	TOTAL AD	TOTAL PSD
100: Personnel Services - Salaries	\$ 1,033,258	\$ 6,420,710	\$ 1,358,080	\$ 3,141,240	\$ 245,098	\$ -	\$ 25,771	\$ 6,374,763	\$ 16,969,971	\$ 1,628,949
200: Personnel Services - Benefits	\$ 472,735	\$ 985,186	\$ 129,159	\$ 531,285	\$ 100,239	\$ -	\$ -	\$ -	\$ 1,989,207	\$ 229,398
300: Purchased Professional and Technical Services	\$ 32,000	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 112,000	\$ -
400: Purchased Property Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
500: Other Purchased Services	\$ -	\$ 161,000	\$ 94,679	\$ -	\$ 15,000	\$ -	\$ 1,000	\$ -	\$ 161,000	\$ 110,679
600: Supplies	\$ -	\$ 286,246	\$ 15,410	\$ 71,500	\$ 29,762	\$ -	\$ 2,000	\$ -	\$ 357,746	\$ 47,172
700: Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
800: Other Objects	\$ -	\$ 175,690	\$ -	\$ -	\$ -	\$ 223,270	\$ -	\$ -	\$ 398,960	\$ -
TOTALS:	\$ 1,537,993	\$ 8,028,832	\$ 1,597,328	\$ 3,824,025	\$ 390,099	\$ 223,270	\$ 28,771	\$ 6,374,763	\$ 19,988,884	\$ 2,016,198



STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION



STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF EDUCATION
STANDARD STATEMENT OF ASSURANCES
GRANT PROGRAMS

PROJECT TITLE: 2017-18 Consolidated Alliance and Priority School District
Application

THE APPLICANT: Waterbury Public Schools HEREBY ASSURES THAT:
Waterbury Public Schools
(insert LEA Name)

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the State Board of Education and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education, including information relating to the project records and access thereto as the Connecticut State Department of Education may find necessary;
- H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;

- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit;
- L. **REQUIRED LANGUAGE (NON-DISCRIMINATION)**
References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Grantee.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have

the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

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

business enterprises as subcontractors and suppliers of materials on such public works projects.

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

exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- M. The grant award is subject to approval of the Connecticut State Department of Education and availability of state or federal funds.
- N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

I, the undersigned authorized official, hereby certify that these assurances shall be fully implemented.

Superintendent Signature:

Name: *(typed)*

Title: *(typed)*

Date:


Robert Henry

Deputy Superintendent, Waterbury Public Schools

January 19, 2018

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON CURRICULUM

Item #12.1

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Curriculum, the Deputy Superintendent of Schools recommends approval of the adoption of McGraw-Hill "Wonders" K – 5 English Language Arts (ELA) Program.

Respectfully submitted,

Robert Henry
Deputy Superintendent

Approved:

Thomas Van Stone, Sr.



WATERBURY
Public Schools
Today's Students, Tomorrow's Leaders

K-5 ELA Program Adoption

5/9/18



WATERBURY
Public Schools
Today's Students, Tomorrow's Leaders

Meeting Goals

- Share where we are with K-5 ELA curriculum/resources, what we've done, and where we are headed
- Share recommended K-5 comprehensive ELA program for adoption
- Request support from the BOE regarding program adoption



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Public Schools
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Current status of ELA Curriculum...

- ELA curriculum ("Concept-Based") written by consultant in 2014
 - Currently being implemented K-5
- Grade K ELA and Science/SS Unit 1 written and implemented 2016

Problem....

- Not strongly aligned to Common Core Standards
- Lacking teaching materials/resources and assessments to address curriculum and Common Core Standards
 - Resources needed to provide direct, explicit, systematic instruction, and cumulative



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Where we are headed...

- Revise ELA curriculum to strongly align to the Common Core State Standards
- Provide teachers with highly effective materials to address the curriculum
 - Need to support teachers with engaging teaching tools
 - Need to give students access to high-quality materials
- Provide curriculum and resources that are aligned between regular education, bilingual education, EL education, and special education.



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What we've done so far....

- Worked with the state (CK3LI team) to research highly-effective resources
- Developed criteria for vetting the resources using rubrics from Florida Center for Reading Research, Achieve the Core (Instructional Materials Evaluation Tool -IMET), and CT Self-Evaluation tool for English Learners
- Created a diverse [team](#) of educators across the city to vet two programs using the criteria: [Wonders](#) and [Journeys](#)
 - Teams included representation from K-5 teachers, WTA, SAW, administrators, Sped, EL, and Bilingual

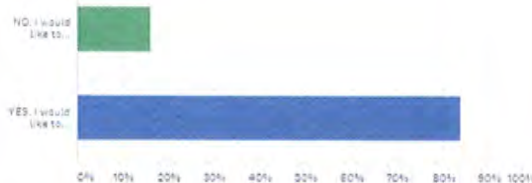


WATERBURY
Public Schools
Today's Students, Tomorrow's Leaders

- Communicated with Grade 4 and 5 teachers about implementing both science and ELA

Would you like to implement the new Science program AND the new Reading program next year (2018-19)?

Answered: 93 Skipped: 0



ANSWER CHOICES

- NO, I would like to implement the new Science program next year (2018-19) and the new reading program the following year (2019-20)
- YES, I would like to implement the new Science program AND the new Reading program next year (2018-19)

RESPONSES

16.33% 10

83.67% 72

TOTAL

93

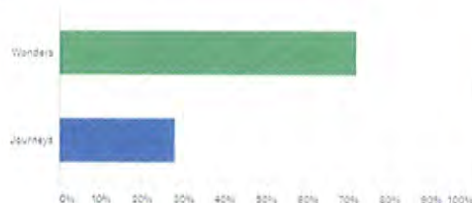


WATERBURY
Public Schools
Today's Students, Tomorrow's Leaders

- Selected a program for recommendation to the Superintendent and BOE
 - Final recommendation made on teacher recommendation and scores for EL supports

If you had your choice, which program would you prefer?

Answered: 78 Skipped: 1



ANSWER CHOICES	RESPONSES
Wonders	72.00%
Journeys	28.00%
TOTAL	

K-5 Criteria	Possible	Earned
Instructional Design and Assessment	125	119
Phonemic Awareness	110	105
Fluency	110	105
Vocabulary	110	105
Comprehension	110	105
CCSS	110	105
EL Considerations	110	105
Overall Possible	1250	1234

Journeys 86.7%

K-5 Criteria	Possible	Earned
Instructional Design and Assessment	125	105
Phonemic Awareness	110	105
Fluency	110	105
Vocabulary	110	105
Comprehension	110	105
CCSS	110	105
EL Considerations	110	105
Overall Possible	1250	1239


Wonders 85.7%

- Grades K-2 preferred Journeys
- Grades 3-5 preferred Wonders
- Journeys scored higher in Instructional Design/Assessment, Phonemic Awareness, and Vocabulary.
- Wonders scored higher in Fluency, Comprehension, and EL considerations.
- Tie for CCS
- EL considerations scored significantly higher in Wonders than Journeys; there was not a significant difference in scores in other areas.



WATERBURY
Public Schools
Today's Students, Tomorrow's Leaders

- Plan to provide teachers with a sneak peak on the May 16th collab day
 - [Wonders Overview](#)
 - [Wonders Teacher Login](#)
 - username: wondersteacher
 - password: Readingelem2018
- Preliminary planning for 2018-19 PD
 - Out of the box training
 - Online tools training
 - Admin PD
 - Content support from state's CK3LI team
 - Teaching supports from University of Oregon (Enhanced Core Reading Instruction - ECRI)




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Program components....

CONNECTED LITERACY TOOLS

Weekly Concept and Essential Question


The Keys to Unlock the Week



Reading/Writing Workshop

Teach and Model


With Rich Opportunities for Collaborative Conversations



Collaborative Conversations PD


Practice and Apply

Close Reading, Writing to Source, Grammar, Spelling, and Phonics




Literature Anthology


Weekly Open Video



Collaborative Conversations PD




Digital Practice



Build Knowledge and Skills at Every Level!

Differentiate to Accelerate

Move students ahead as soon as they're ready




Nonfiction Levelled Readers

Fiction Levelled Readers

Foundational Skills

Build phonemic awareness, phonics, word recognition and fluency



Foundational Readers


Reading/Writing Workshop

Visual Vocabulary Cards

Spelling Cards

Assess

Specific skills and standards for every student, assignment, and class




Weekly, Unit, Benchmark Assessments

Data Dashboard

Proficiency Report

Also available:

- WonderWorks
- Wonders for English Learners
- Wonders Adaptive Learning



Adaptive Learning




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PROGRAM COMPONENTS

Print and Digital


Additional Digital Resources

For You



- Plan Customizable Lesson Plans
- Access Online Assessments, Reports and Tracking
- Collaborate Online, Classroom, or Virtual
- Manage and Design Student Grouping and Assignments
- Professional Development Model, Lessons and PD Videos
- Additional Online Resources:
 - Levelled Reader
 - Classroom Library
 - Phonics/Spelling
 - ELL Activities
 - Classroom Library
 - Teacher's Toolkit
 - Year 3 Information
 - Individualized Reading

For Your Students



- My To Do List Assignments Assessment
- Read Interactive Stories
- Write Interactive Stories
- My To Do List Assignments Assessment
- Write to Know Build Vocabulary
- Play Interactive Games
- School to Home Support
- At Home for Home
- Messages from the Teacher

www.connectedlearning.k12.nh.us



WATERBURY
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Family and community involvement....



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Questions?

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON CURRICULUM

Item #12.2

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

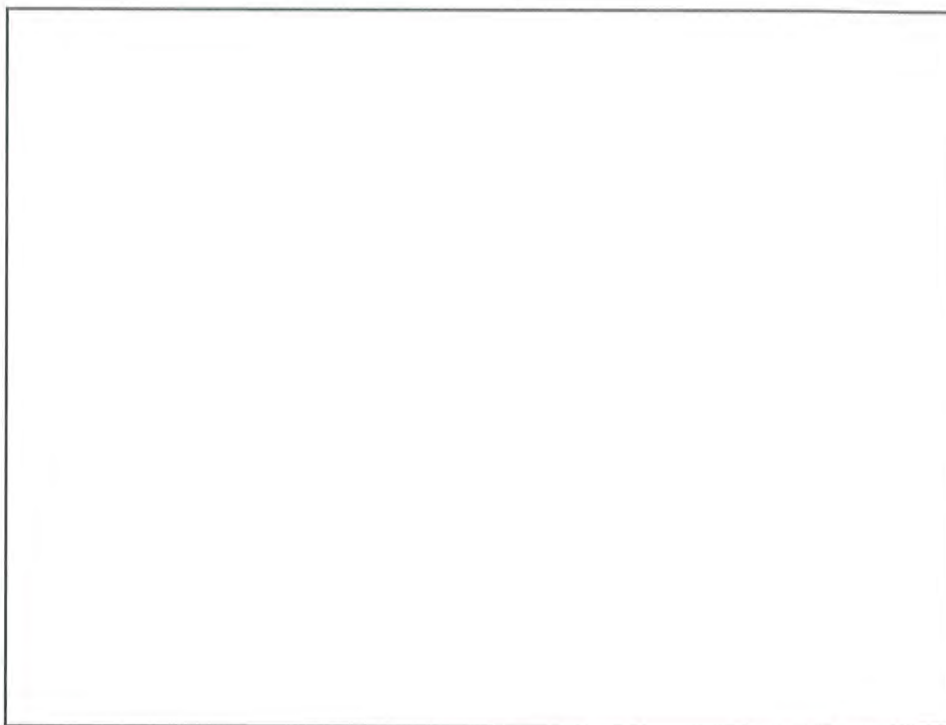
With the approval of the Committee on Curriculum, the Deputy Superintendent of Schools recommends approval of the adoption of HMH "Science Dimensions" K – 5 Science Program.

Respectfully submitted,

Robert Henry
Deputy Superintendent

Approved:

Thomas Van Stone, Sr.



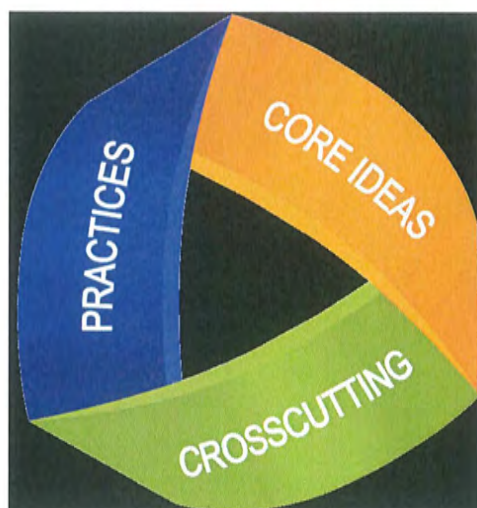
WATERBURY
Public Schools

Today's Students, Tomorrow's Leaders

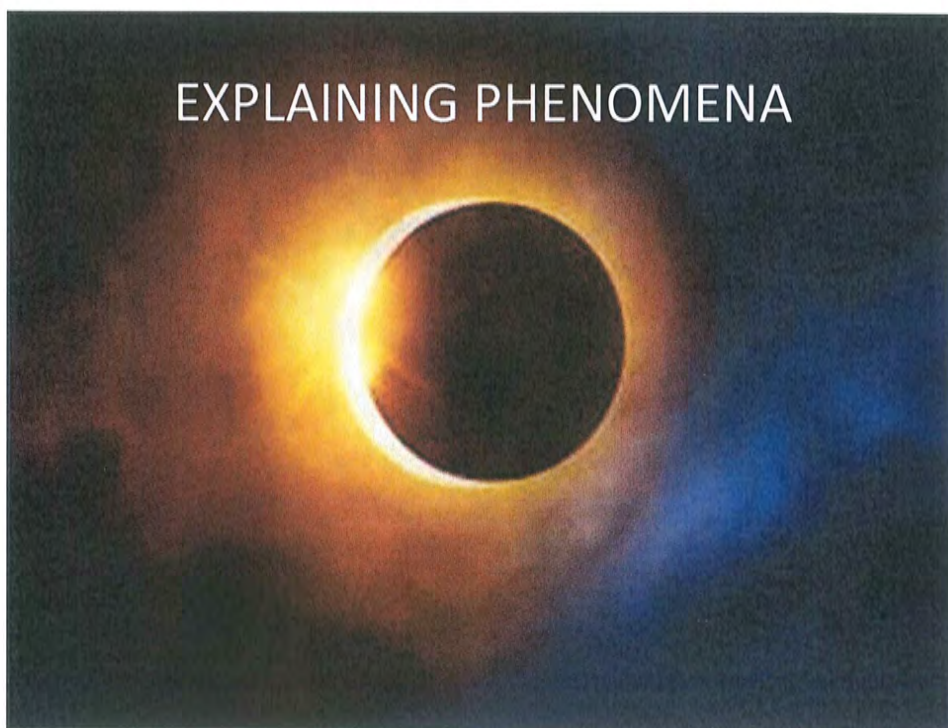
NGSS: Hands-on and Minds-on

- **Making sense of the natural world**
- **Explaining phenomena**
- **Creating models to visualize, explain**
- **Designing solutions to real world problems**

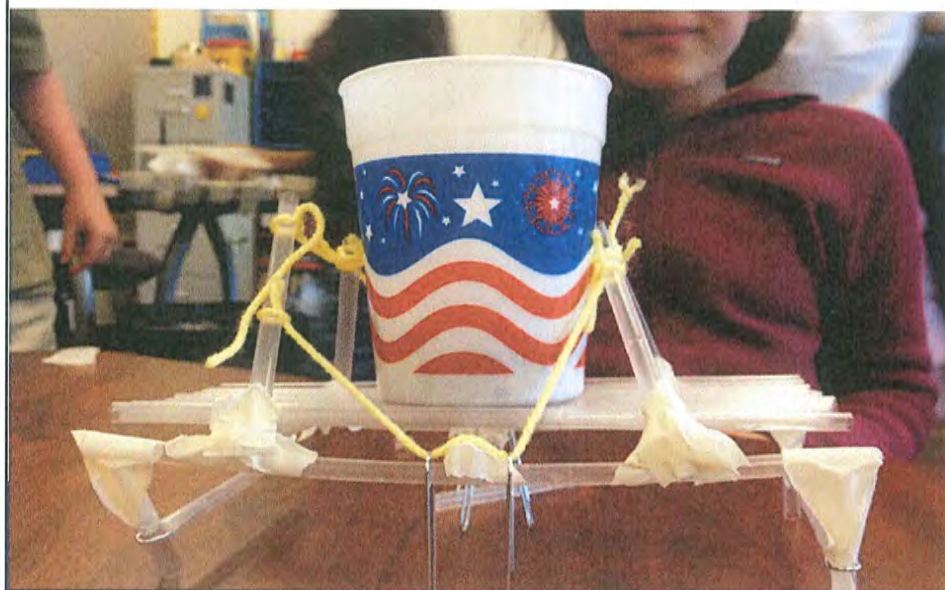
3- Dimensional Learning



EXPLAINING PHENOMENA



Engineering Solutions



Curriculum Selection Committee

- Principal
- Content supervisors (science, math)
- Math coaches
- Classroom teachers
- Bilingual teacher
- Special ed teacher

Candidate Programs

- Houghton Mifflin Harcourt Dimensions
- McGraw Hill Inspire Science
- Pearson Elevate Science

Advantages of HMH

- Higher score on Equip Rubric
- Explicit references to NGSS standards
- Greater emphasis on engineering
- More engaging lessons, phenomena
- Challenging assessments
- More teacher-friendly and student-friendly
- More accessible for bilingual and SPED students

Program Components

- 6 year license
- Print and digital teacher editions
- Student print workbooks and replacements
- Full student access to digital resources
- Equipment kits with consumable replacement
- Performance task assessment kits
- Leveled readers
- Full print and digital Spanish resources
- PD and technical support

Elementary Science Schedule

- Three 45 minute periods a week

Professional Development

- Initial introduction to NGSS for grade 4 and 5 teachers
- “Train the trainer” model: math/STEM coaches trained in HMH program
- Grade 4 and 5 teachers get access to digital resources this Spring
- STEM coaches provide teacher support on ongoing basis. HMH PD in Fall.

Digital Tour

To access HMH Dimensions:

<https://www.hmhco.com/one/login/?connection=92004480>

Username: Sci_Dim_Teacher

Password: P@55word

Sample NGSS Activity

- (BOE Commissioners will be shown a phenomenon or engineering based lesson from the HMH program)

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY

Item #13.1

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Policy, the Deputy Superintendent of Schools recommends approval of the replacement of the current Homeless Students Policy (#5118.1) with CABA's sample policy, as amended to include reference to the district's Dispute Resolution Form (currently Appendix "A"), and the update of legal references, as attached.

Respectfully submitted,

Robert Henry
Deputy Superintendent

Approved:

Ann M. Sweeney

Homeless Students Policy

The Board shall make reasonable efforts to identify homeless children and youths within the district, encourage their enrollment in school and eliminate existing barriers to their education, which may exist in district policies or practices, in compliance with all applicable federal and state laws.

The District administration shall attempt to remove existing barriers to school attendance by homeless children or youth, which may include:

- A. **Records** – The selected school for the homeless student shall enroll the child or youths even in the absence of records normally required for enrollment. The last school in which the student was enrolled shall be contacted to obtain records.
- B. Other enrollment requirements that may constitute a barrier to the education of the homeless child or youth may be waived at the discretion of the Superintendent.
- C. **Grade Level Placement** – If the District is unable to determine the student's grade level due to missing or incomplete records, the District shall administer tests or utilize other reasonable means to determine the appropriate grade level for the child.
- D. Fees and charges, which may present a barrier to the enrollment or transfer of a homeless child or youth, shall be waived.
- E. Transportation services must be comparable to those provided other students in the selected school. Transportation shall be provided to the student's school of origin in compliance with federal and state regulations.
- F. Official school records, policies, and regulations shall be waived at the discretion of the Superintendent, in compliance with federal and state regulations.
- G. **Immunization Records** – The District shall make a reasonable effort to locate immunization records from information available. The District's liaison shall assist the parent/guardian in obtaining the necessary immunizations and records. The District shall arrange for students to receive immunizations through health agencies and at District expense if no other recourse is available. Immunizations may, however, be waived for homeless youth only in accordance with provisions of Board of Education policy on immunizations.
- H. Other barriers to school attendance by homeless children or youth may be waived at the discretion of the Superintendent of Schools.

Further, it is the policy of the Board of Education that no child or youth shall be discriminated against or stigmatized in this school district because of homelessness. Homeless students, as defined by federal and state statutes, residing within the district or residing in temporary shelters in the district are entitled to free school privileges.

Homeless students shall not be separated from the mainstream school environment on the basis of their homelessness. Such students shall have access to education and other services they need to meet the same challenging State academic standards to which all students are held.

Homeless Students Policy, continued

Homeless students within the district not placed in a shelter remain the district's responsibility to provide continued educational services. Such services for the child may be:

1. continued in the school ("school of origin") that the student attended when permanently housed or the school of last enrollment; or
2. provided in the school that is attended by other students living in the same attendance area where the homeless child lives.

To the extent feasible, a homeless child will be kept in the school of origin, unless it is against the wishes of the parent/guardian. If placement in the school of origin is not feasible, the homeless student must be placed in the school that is attended by other students living in the same attendance area in which the homeless child lives.

The District will provide a written explanation, including the right to appeal (see Dispute Resolution Form – Appendix A), whenever the District sends a homeless student to a school other than the school of origin, a school requested by the parent/guardian or unaccompanied youth.

Homeless children shall be provided educational services that are comparable to those provided to other students enrolled in the District, including but not limited to, Title I, transportation services, compensatory educational programs, gifted and talented, special education, ESL, health services and food and nutrition programs, and preschools operated by the District, if they meet the established criteria for these services.

The Superintendent of Schools shall refer identified homeless children under the age of eighteen who may reside within the school district, unless such children are emancipated minors, to the Connecticut Department of Children and Families (DCF).

The district administration shall attempt to remove existing barriers to school attendance by homeless emancipated minors and youth eighteen years of age:

1. The selected school for the homeless child shall enroll the child, even in the absence of records normally required for enrollment. The last school enrolled shall be contacted to obtain records.
2. Other enrollment requirements that may constitute a barrier to the education of the homeless child or youth may be waived at the discretion of the Superintendent. If the district is unable to determine the student's grade level due to missing or incomplete records, the district shall administer tests or utilize other reasonable means to determine the appropriate grade level for the child.
3. Fees and charges, which may present a barrier to the enrollment or transfer of a homeless child or youth, may be waived at the discretion of the Superintendent.
4. Transportation services must be comparable to those provided other students in the selected school. Transportation shall be provided to the student's school of origin in compliance with federal and state regulations. If the school of origin is in a different school district from where the homeless child or youth is currently living, both school districts shall agree on a method for sharing the responsibility and costs, or share the costs equally.

Homeless Students Policy, continued

5. Official school records policies and regulations shall be waived at the discretion of the Superintendent, in compliance with federal statutes.
6. The district shall make a reasonable effort to locate immunization records from information available. The District's liaison shall assist the parent/guardian in obtaining the necessary immunizations and records. The District shall arrange for students to receive immunizations through health agencies and at District expense if no other recourse is available. Immunizations may, however, be waived for homeless youth only in accordance with provisions of Board of Education policy on immunizations.
7. The Board will provide any homeless student, who is not in the physical custody of a parent/guardian, full access to his/her educational records, including medical records, in the Board's possession.
8. Other barriers to school attendance by homeless children or youth may be waived at the discretion of the Superintendent of Schools.
9. The District will treat information about a homeless child or youth's living situation as a student education record subject to the protections of the Family Educational Rights and Privacy Act (FERPA). Such information shall not be deemed to be directory information.

Information regarding the District's educational liaison for homeless children can be found at the State Department of Education at <http://portal.ct.gov/SDE/Homeless/Homeless-Education/How-To# schooldistricts> or by calling 203-574-8040. The liaison must assist homeless children and youth, as described within the administrative regulations, in the placement/enrollment decisions, considering the youth's wishes and provide notice of appeal under the Act's enrollment disputes provisions. The liaison shall also participate in State provided professional development programs for local liaisons.

Students residing in a temporary shelter are entitled to free school privileges from the district in which the shelter is located or from the school district where they would otherwise reside if not for the placement in the temporary shelter. The district in which the temporary shelter is located shall notify the district where the student would otherwise be attending. The district so notified may choose to either:

1. continue to provide educational services, including transportation between the temporary shelter and the school in the home district; or
2. pay tuition to the district in which the temporary shelter is located.

The Superintendent shall develop regulations, to ensure compliance with applicable statutes in the implementation of this policy.

Homeless Students Policy, continued

Legal Reference: Connecticut General Statutes

10-253(e) School privileges for children in certain placements, non-resident children and children in temporary shelters. (as amended by PA 17-194)

17a-101 Protection of children from abuse. Reports required of certain professional persons. When child may be removed from surrounding without court order.

17a-103 Reports by others.

17a-106 Cooperation in relation to prevention, identification and treatment of child abuse and neglect.

46b-120 Definitions.

PA 17-194 An Act Concerning Access to Student Records for Certain Unaccompanied Youths

McKinney-Vento Homeless Assistance Act, (PL 107-110-Sec 1032) 42 U.S.C. §11431-11435, as amended by the ESSA, P.L. 114-95.

Federal Register: McKinney-Vento Education for Homeless Children and Youths Program, Vol. 81, No. 52, 3/17/2016.

Federal Family Educational Rights and Privacy Act of 1974 (section 438 of the General Education Provisions Act, as amended, added by section 513 of P.L. 93-568, codified at 20 U.S.C. 1232g.)

Dept. of Educ. 34 C.F.R. Part 99 (May 9, 1980 45 FR 30802) regs. Implementing FERPA enacted as part of 438 of General Educ. Provisions Act (20 U.S.C. 1232g) parent and student privacy and other rights with respect to educational records, as amended 11/21/96, and Final Rule 34 CFR Part 99, December 9, 2008, December 2, 2011.

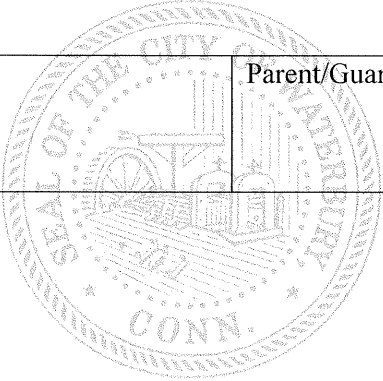
**Waterbury Public Schools
Dispute Resolution Form
Homeless Education**

Disputes relating to placement and services of a child with a disability shall be resolved as set forth in the IDEA or Section 504.

Date Complaint Received:	
Name of District/School of Origin:	School Telephone Number:
School Requested:	
Student's Name:	Student Address:
Parent/Guardian Name	Parent/Guardian Phone Number
Parent/Guardian Address:	
Area of Concern: (include attachments, emails, etc.)	
Resolution:	
Date:	

No Resolution:
Date Sent to SDE Consultant:
Supervisor of Grant's Signature

Dispute Resolution Form
Page 2
(to be completed by SDE, when appropriate)

Date Sent to SDE Consultant:	
School District's Name:	School Telephone Number:
School of Origin:	
School Requested:	
Student's Name:	
Parent/Guardian Name:	Parent/Guardian Phone Number:
Area of Concern: 	
Final Resolution:	
State Education Consultant Signature	Date of Resolution:

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY

Item #13.2

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Policy, the Deputy Superintendent of Schools recommends approval of the revised Nondiscrimination Policies (#'s 0521, 4118.14, and 5145.4) as required by Public Act 17-127 as amended, to include the addition of "status as a veteran", and the update of legal references, as attached.

Respectfully submitted,

Robert Henry
Deputy Superintendent

Approved:

Ann M. Sweeney

MISSION-GOALS-OBJECTIVES

0521(a)

4118.11

5145.4

Nondiscrimination

The Waterbury Public Schools do not discriminate in admission to, access to, treatment in, or employment in its services, programs, and activities, on the basis of race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964 (Title VI); on the basis of sex, in accordance with Title IX of the Education Amendments of 1972 (Title IX); on the basis of disability, in accordance with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (ADA); on the basis of age, in accordance with the Age Discrimination Act of 1975 (Age Discrimination Act) as amended; gender identity and expression, (PA 11-55); **status as a veteran (PA 17-127)**; or any other protected status, such as sexual orientation. The term "disability" shall be broadly construed. The question of whether an individual's impairment is a disability under the ADA shall not demand extensive analysis. The District provides equal access to the Boy Scouts and other designated youth groups.

The Waterbury Public Schools do not retaliate against any complainant who alleges discrimination.

To file a complaint alleging discrimination or harassment by Waterbury Public Schools on the basis of race, color, national origin, sex, gender identity or expression, disability, or age, under Title VI, Title IX, Section 504, the ADA, the Age Discrimination Act, PA 11-55 or their respective implementing regulations, or any other protected status such as sexual orientation, please contact:

Superintendent of Schools
Waterbury Public Schools
236 Grand Street, Waterbury, CT 06702
(203) 574-8004

Legal Reference:

Title VII, Civil Rights Act, 42 U.S.C. 2000e, et seq.
29 CFR 1604.11, EEOC Guidelines on Sex Discrimination.
Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.
34 CFR Section 106.8(b), OCR Guidelines for Title IX.
Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a0 62
Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)
20 U.S.C. 7905 (Boy Scouts of America Equal Access Act)
Meritor Savings Bank. FSB v. Vinson, 477 U.S. 57 (1986)
Faragher v. City of Boca Raton, No. 97-282 (U.S. Supreme Court, June 26, 1998)
Gebbs v. Lago Vista Indiana School District, No. 99-1866, (U.S. Supreme Court, June 26, 1998)
Davis v. Monro County Board of Education, No. 97-843, (U.S. Supreme Court, May 24, 1999.)
The Vietnam Era Veterans' Readjustment Act of 1974, as amended, 38U.S.C. §4212
Title II of the Genetic Information Nondiscrimination Act of 2008
Connecticut General Statutes

MISSION-GOALS-OBJECTIVES

0521(b)

4118.11

5145.4

Nondiscrimination, continued

46a-51 Definitions. (as amended by PA 17-127)

46a-58 Deprivation of rights. Desecration of property. Placing of burning cross or noose on property. Penalty. (as amended by PA 17-127)

46a-60 Discriminatory employment practices prohibited. (as amended by PA 17-127)

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

10-153 Discrimination on account of marital status.

17a-101 Protection of children from abuse.

The Americans with Disabilities Act as amended by the ADA Amendments Act of 2008
Public Law 111-256

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

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

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

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



Policy adopted by the Waterbury Board of Education on July 26, 2012

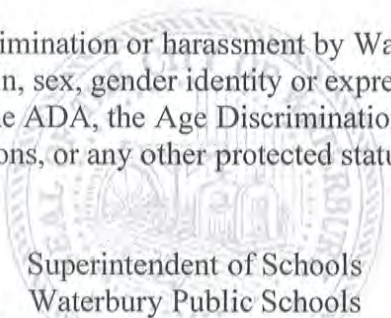
Revised on October 3, 2013, September 7, 2017, and **DRAFT**

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Superintendent of Schools
Waterbury Public Schools
236 Grand Street, Waterbury, CT 06702
(203) 574-8004

Legal Reference:

Connecticut General Statutes

4a-60 Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions rather than municipalities

4a-60a Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation

10-153 Discrimination on account of marital status

Connecticut Fair Employment Practices Act, C.G.S. §469-60

46a-51 Definitions (as amended by PA 17-127)

46a-58 Deprivation of rights. Desecration of property. Placing of burning cross or noose on property. Penalty. (as amended by PA 17-127)

46a-60 Discriminatory employment practices prohibited. (as amended by PA 17-127)

Nondiscrimination, continued

46a-81a Discrimination on the basis of sexual orientation; Definitions

P.A. 11-55 An Act Concerning Discrimination

Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et. seq.

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

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

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

Title II of the Genetic Information Nondiscrimination Act of 2008

42 U.S.C. §2000ff; 29CFR1635.1 et. seq.

Age Discrimination in Employment Act, 29 U.S.C. §621

Americans with Disabilities Act, 42 U.S.C. §12101

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794

Policy adopted by the Waterbury Board of Education on July 26, 2012

Revised on October 3, 2013, September 8, 2017, and on **DRAFT**

Nondiscrimination

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Superintendent of Schools
Waterbury Public Schools
236 Grand Street, Waterbury, CT 06702
(203) 574-8004

Legal Reference:

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Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.
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Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a0 62
Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)
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Faragher v. City of Boca Raton, No. 97-282 (U.S. Supreme Court, June 26, 1998)
Gebbs v. Lago Vista Indiana School District, No. 99-1866, (U.S. Supreme Court, June 26, 1998)
Davis v. Monroe County Board of Education, No. 97-843, (U.S. Supreme Court, May 24, 1999.)
The Vietnam Era Veterans' Readjustment Act of 1974, as amended, 38U.S.C. §4212
Title II of the Genetic Information Nondiscrimination Act of 2008
Connecticut General Statutes

Nondiscrimination, continued

46a-51 Definitions. (as amended by PA 17-127)

46a-58 Deprivation of rights. Desecration of property. Placing of burning cross or noose on property. Penalty. (as amended by PA 17-127)

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17a-101 Protection of children from abuse.

The Americans with Disabilities Act as amended by the ADA Amendments Act of 2008
Public Law 111-256

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

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

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

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



Policy adopted by the Waterbury Board of Education on July 26, 2012

Revised on October 3, 2013, September 7, 2017, and **DRAFT**

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY

Item #13.3

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Policy, the Deputy Superintendent of Schools recommends approval of the revised Education Records Policy (#5125) as required by Public Act 17-68, to include the addition of the following language: "A parent who is incarcerated is also entitled to knowledge of and access to all educational, medical or similar records maintained in the cumulative record of any minor student of such incarcerated parent except in situations (1) where such information is considered privileged as defined in C.G.S. 10-154a, (2) such incarcerated parent has been convicted of sexual assault, or aggravated sexual assault, or (3) such incarcerated parent is prohibited pursuant to a court order" and the update of legal references, as attached.

Respectfully submitted,

Robert Henry
Deputy Superintendent

Approved:

Ann M. Sweeney

Education Records***Notification of Rights under FERPA for Elementary and Secondary Institutions***

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

- The right to inspect and review the student's education records within forty-five (45) days after the day a Waterbury district school ("School" hereafter)] receives a request for access. "Education records" are records that directly relate to a student and that are maintained by an educational agency or institution or by a party acting for the agency or institution.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

A parent who is incarcerated is also entitled to knowledge of and access to all educational, medical or similar records maintained in the cumulative record of any minor student of such incarcerated parent except in situations (1) where such information is considered privileged as defined in C.G.S. 10-154a, (2) such incarcerated parent has been convicted of sexual assault, or aggravated sexual assault, or (3) such incarcerated parent is prohibited pursuant to a court order.

- The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask a "School" to amend a record should write the school principal (or appropriate school official), clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

- The right to file a complaint with the U.S. Department of Education concerning alleged failures by a "School" to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

- The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

Education Records, continued

FERPA permits the disclosure of personally identifiable information (PII) from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures.

A "School" may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student:

1. To school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, teacher, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. (§99.31(a)(1))
2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
3. To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
4. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))

Education Records, continued

5. To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
6. To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
7. To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
8. To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
9. To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
10. To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
11. Information the school has designated as "directory information" under §99.37. (§99.31(a)(11)) A "School" may disclose appropriately designated directory information, (information that is generally not considered harmful or an invasion of privacy if released), without written consent, unless the parent or eligible student have advised the District to the contrary in writing in accordance with District procedures, and have opted out. However, parents and eligible students may not, by opting out of directory information, prevent a local educational agency (LEA) or "School" from requiring a student to wear or to present a student ID or badge. The following may, but is not required to be designated by the District as directory information:

Student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, dates of attendance, grade level, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors, and awards received, the most recent educational agency or institution attended, and student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. Student's SSN, in whole or in part, cannot be used for this purpose.

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-5920

Education Records, continued

Legal Reference: Connecticut General Statutes

1-19(b)(11) Access to public records. Exempt records.

7-109 Destruction of documents.

10-15b Access of parent or guardians to student's records. (as amended by PA 17-68, Section 4)

10-154a Professional communications between teacher or nurse & student.

10-209 Records not to be public.

10-221b Boards of education to establish written uniform policy re: treatment of recruiters.

11-8a Retention, destruction and transfer of documents

11-8b Transfer or disposal of public records. State Library Board to adopt regulations.

46b-56 (e) Access to Records of Minors.

Connecticut Public Records Administration Schedule V - Disposition of Education Records (Revised 1983).

Federal Family Educational Rights and Privacy Act of 1974 (section 438 of the General Education Provisions Act, as amended, added by section 513 of P.L. 93-568, codified at 20 U.S.C.1232g.).

Dept. of Educ. 34 C.F.R. Part 99 (May 9, 1980 45 FR 30802) regs. implementing FERPA enacted as part of 438 of General Educ. provisions act (20 U.S.C. 1232g)-parent and student privacy and other rights with respect to educational records, as amended 11/21/96, and Final Rule 34 CFR Part 99, December 9, 2008, December 2, 2011)

USA Patriot Act of 2001, PL 107-56, 115 Stat. 272, Sec 507, 18 U.S.C. §2332b(g)(5)(B) and 2331

Owasso Independent Sch. Dist. No.1-011 v. Falvo, 534 U.S.426 (2002)

P.L. 112-278 "The Uninterrupted Scholars Act"

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.1

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Deputy Superintendent of Schools notifies the Board of Education of the following athletic appointments:

Farrington, Thomas – Assistant Football Coach, WCA, effective 08/13/18.
Gwiazdoski, Paul – Girls Tennis Coach, CHS, effective 04/06/18.
Hagley, Katlyn – Assistant Outdoor Track Coach, KHS, effective 04/07/18.
McKenna, Ian – JV Softball Coach, CHS, effective 03/27/18.
Monroe, Michael – JV Baseball Coach, WHS, effective 04/26/18.
O'Brien, Nicholas – Head Outdoor Track Coach, KHS, effective 04/07/18.
O'Leary, Ronan – Assistant Football Coach, WCA, effective 08/13/18.

Respectfully submitted,

Robert Henry
Deputy Superintendent

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.2

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Deputy Superintendent of Schools notifies the Board of Education of the following appointments:

Therault, Michael – Soar to Success Summer School Coordinator, effective immediately.

Respectfully submitted,

Robert Henry
Deputy Superintendent

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.3

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Deputy Superintendent of Schools notifies the Board of Education of the following grant funded appointments effective immediately:

Hayden, Jennifer – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Miller, Toni – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Munoz, Victoria – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Richards, Jean – Recreation Specialist Substitute, part-time, \$12 p/hour, non-union and without benefits, funded by 21st Century Grant.

Vigliotti, Frank – Network Specialist, salary and benefits according to the SEIU contract, funded Magnet Operating Grant, effective immediately.

Wolff, Nicole – Teacher Substitute, SDE Afterschool Program.

Respectfully submitted,

Robert Henry
Deputy Superintendent

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.4

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Deputy Superintendent of Schools notifies the Board of Education of the following teacher hires:

<u>Name</u>		<u>Assignment</u>		<u>Effective</u>
Acevedo-Usuga	Mateo	West Side	PE	3/19/2018
Davis	Claudia	Sprague	Gr. 5	4/5/2018
Demirs	Matthew	Wallace	PE	3/19/2018
Gray	Stacy	Wilson	Gr. 5	4/9/2018
Linares	Christopher	WCA	PE	3/12/2018
Sambrook	Nicole	Wilson	Gr. 3	3/15/2018

Respectfully submitted,

Robert Henry
Deputy Superintendent

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.5

May 17, 2018

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

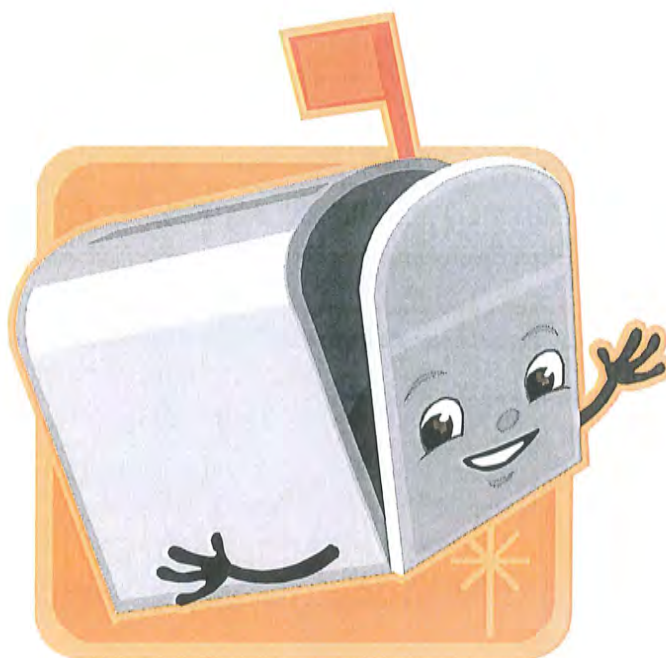
The Deputy Superintendent of Schools notifies the Board of Education of the following resignations:

Milo, Jonathan – Art Teacher, Washington/Bucks Hill Annex, eff. 06/30/18.

Respectfully submitted,

Robert Henry
Deputy Superintendent

Communications



Packet week ending:

5/15/18

Carrie Swain

From: Theresa DeMars <CABE@embrams-mail.com>
Sent: Friday, April 27, 2018 7:00 AM
To: Carrie Swain
Subject: CABE Policy Highlights 4-27-2018
Attachments: April 27 2018.pdf

EXTERNAL MAIL



Hello,

Attached you will find *CABE's Policy Highlights Publication* for **April 27, 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

April 27, 2018

Volume 17 – Issue #22

Graduation Issues Reviewed: The graduation season is once again approaching. It is timely for school officials to review board policies, administrative regulations and local practices that govern graduation and commencement ceremonies. Several perennial questions arise yearly regarding student participation in graduation, the granting of a diploma; participation in a graduation exercise, student speeches and prayer at graduation exercises. It is recommended and necessary to implement clear school standards about graduation issues and inform students and their parents/guardians well in advance of them.

A diploma is a legal certificate indicating a student's successful completion of a prescribed course of study and requirements. Connecticut statutes establish the core requirements for a diploma (C.G.S. 10-221a). Local districts, with sufficient notice, may add additional requirements to those specified by law. Districts are required to adopt and disseminate policy language detailing graduation requirements (C.G.S. 10-233a). Samples are available from CABE's Policy Service, (Policy #6146). Graduation is subject to successfully completing credits, with boards of education having discretion as to the manner students may earn them (C.G.S. 10-221a(f)).

Courts treat the receipt of a diploma as a constitutionally protected property interest. Court decisions generally hold that a school district cannot withhold a diploma from a student who has successfully completed the prescribed graduation requirements. The state has established a system of free public education and has made attendance mandatory; creating an expectation in students that successful fulfillment of the graduation requirements will result in the student being awarded a diploma. Therefore, once a student has fulfilled all of the graduation requirements, it is the student's right to receive the diploma. Be mindful that in the case of a special education student, a Planning and Placement Team (PPT) can waive some requirements. Further, students who are deaf or hearing impaired must be excused at parental request from any required world language instruction graduation requirement (C.G.S. 10-16b(b)). Also, the statutes provide for situations in which students may be excused from the physical education requirement and such requirement can be fulfilled with an elective (10-221a(e)).

Excusal is also permitted by statute from various subjects, including HIV instruction, family life education, gun safety instruction, sexual abuse and assault awareness and dissections. C.G.S. 10-69 obligates school districts to provide opportunities for adults to earn an adult education diploma. Further, boards of education are authorized to grant a diploma to a veteran of World War II, of the Korean hostilities, or of the Viet Nam Era. These are detailed in C.G.S. 10-221a(f).

C.G.S. 10-221a(g) lists other ways in which students can earn credits to graduate. These include, but not limited to, successful demonstration of mastery of subject matter content.

Moreover, a school district cannot use the withholding of a student's diploma as a form of discipline. If a student has earned the diploma, it may not be withheld, even if the student has engaged in some misconduct justifying discipline. The district, however, is not obligated to issue a diploma to a student who has not fulfilled all of the state and local requirements necessary for graduation, as specified in the board's published policy (#6146 - "Graduation Requirements").

Judicial decisions provide that just because a student is eligible to receive a diploma does not mean he/she has a right to participate in a graduation ceremony. Participating in the graduation ceremony is considered a privilege and does not rise to the level of a constitutionally protected property interest. School districts may set specific requirements for participation in a graduation ceremony and may limit participation to students eligible for graduation. The requirements for participation in the graduation ceremony may be independent from the "graduation requirements" related to the granting of a diploma by the district. The rules regarding student conduct and extracurricular requirements would apply here. School districts have the right to adopt reasonable rules within existing constitutional and statutory parameters. The rules should be clear and applied fairly. Graduates may be kept from participating in commencement ceremonies for a number of reasons, including the disciplinary record, attendance, dress requirements, and outstanding financial obligations.

Exclusion from participation in the graduation ceremony may be used for disciplinary purposes, but not on an ad-hoc basis. Students, publicized in advance, must be clearly advised of prohibited behaviors and potential disciplinary sanctions that could impact participation in the graduation ceremony. If exclusion from graduation exercises is a possible sanction, it should be included in the district's discipline policy and/or student discipline code. This issue should also be addressed in reminders delivered to the entire senior class throughout the spring. A sample policy, #5123.3, "Graduation Ceremonies (Participation)," addresses this issue and is available upon request. It is essential that the policy clearly state what is expected of students. Schools should distribute the commencement rules well before graduation day, so that students and their parents/guardians know what to expect and at least have the opportunity to rectify any problems that will keep them away from the graduation ceremony.

Some seniors may refuse to wear the traditional cap and gown to the ceremony. The district may establish rules for conduct at the graduation ceremony, clearly outlined in the student handbook, in other written communications and on the district's and/or high school's website. A dress code requiring appropriate graduation attire may be enforced. A student who violates the dress code may be prohibited from participating in the graduation ceremony. Involve students in the establishment of the graduation dress code. Keep in mind that transgender and gender non-conforming students have the right to dress in accordance with their gender identity or expression that is consistently asserted in school.

Refer to policy #5145.53, "Transgender and Gender Non-Conforming Youth," and its accompanying administrative regulation, available from CAGE's Policy Department, for additional guidance on such topics as official student records.

In situations where a student may not have fulfilled all the requirements for receipt of a diploma, the district could still allow the student to participate in the graduation ceremony. This option may ease situations where a student has failed some graduation requirement and is scheduled to make up the requirement during the summer. In short, the student is not guaranteed, nor provided with a diploma, but may participate in the graduation ceremony. The district could issue a blank diploma and allow students to “walk” with their class. By contrast, some districts deny the opportunity to participate unless all graduation requirements are met. A clear school policy is recommended on this issue with early dissemination to parents and students.

Another timely question pertains to the withholding of a diploma or refusal to permit a student to participate in the graduation ceremony due to an outstanding obligation or fine. The diploma should not be withheld because, as previously indicated, when the student has fulfilled all graduation requirements. Moreover, official transcript requests should not be withheld. However, students could be denied participation in the graduation ceremony if they had been given adequate notification that a condition of participation in the graduation ceremony included no outstanding fines or other obligations owed to the school. The district may adopt policy language pertaining to participation in graduation exercises that simply states that payment of all financial obligations to the district must be made as a prerequisite to the student’s participation in the graduation ceremony. However, the student must still be given his/her diploma and have transcript requests fulfilled.

Another issue is that of the appropriateness of prayers at graduations. The U.S. Supreme Court in *Lee v. Weisman*, 112 S. Ct. 2649 (1992) decided that it is unconstitutional for a public school district to include prayer by a member of the clergy in its graduation exercises. School-sponsored graduation prayer, including prayer that was nonsectarian, was ruled a violation of the Establishment Clause. The fact that a prayer is nondenominational or voluntary does not render it constitutional. A public school cannot sponsor a prayer of a particular faith at graduation or one that is non-sectarian. Further, the prohibition against prayer at the graduation ceremony applies whether the ceremony occurs on or off campus, according to a number of court decisions.

However, whether student-led prayer at graduation is constitutional is not clear. The U.S. Supreme Court, in *Santa Fe Independent School District v. Doe* (2000), addressed the use of student-initiated, student-delivered football pregame prayers, striking down such prayers. The important question is whether the Court’s decision in this case means that student-led prayer at graduation is also unconstitutional. Lower federal courts are split on this issue. The Second Circuit, which covers Connecticut, ruled in *A.M. v. Taconic Hills Central Sch. Dist.*, (2013) that school officials were within their rights to ask a middle school student to remove a traditional prayer from her “moving-up” ceremony speech.

The lack of case law in Connecticut and conflicting court decisions around the country, indicates that school boards should act cautiously and upon the advice of counsel, when deciding to have prayer at graduation ceremonies. Give careful attention to those situations when a student, selected on a neutral basis to speak, such as valedictorian, chosen for having the highest grades, decides on his/her own to express religious views, with no pressure from school officials to do so. Consider placing a disclaimer on the graduation program brochure to protect the district. Sample policies #6115.11, “Graduation Exercises-Prayer,” and 6115.111, Graduation Exercises-Student Speeches/Student Participation,” provide direction and are available upon request on this issue from the CABA Policy Service.

The CABA Policy Service supports the Third Circuit's decision in *American Civil Liberties Union of N.J. v. Black Horse Pike Regional Board of Education* (1996) which affirmed that student-led prayer at a public high school graduation ceremony violated the Establishment Clause. If a board could circumvent the Establishment Clause by delegating decisions to students, why not delegate decisions about daily classroom prayer or mandatory religious instruction to the students also?

School districts that want to preserve student speech that may be religious in content must establish a student choice process that has as its secular purpose the solemnizing of graduation by means of student expression. In addition, such student choice should be accompanied with a provision that any student speech must be nonsectarian and nonproselytizing and, as previously stated, with a disclaimer in the graduation program.

In determining whether to have student led/initiated prayer as part of a graduation exercise, keep in mind that school officials can have no involvement in selecting someone to offer a prayer. If students wish to engage in a prayer or some other form of religious activity such as a baccalaureate service, they must do so apart from the actual commencement ceremony. Moreover, attendance at such a service must be strictly voluntary. The further removed in time and place from the actual graduation ceremony, the greater the chance is that it will survive a legal challenge. Court decisions on this issue are firm. District employees cannot orchestrate or supervise prayers at a baccalaureate ceremony. Baccalaureate services, wholly distinct from official graduation ceremonies, privately sponsored, voluntarily attended and led voluntarily, may constitutionally include prayers and religious sermons. School endorsement of such baccalaureate services must be avoided. A baccalaureate service is a religious service, typically including prayer, speeches, and songs with religious themes. The school must not "lend the aura of school sponsorship" to such programs nor should school officials actively participate. The school can announce the event but may not sponsor such an event. If the school board insists on some acknowledgment of religion at the graduation exercise, a genuinely neutral moment of silence might be considered. In short, proceed with caution and only upon the advice of legal counsel.

The Anti-Defamation League (ADL) has stated that not including prayers on the occasion of graduation "sends a message promoting sensitivity and fairness to all that is consistent with the fundamental nature of American democracy."

Source: "Graduation: Navigating a Legal Minefield," by Elizabeth Kirby and Lisa Swem, appearing in NASSP's "*A Legal Memorandum*," spring 2007.

Source: "A Right or a Rite? Student's Limited Right to Attend Graduation Ceremonies," by Matt Minnick appearing in *Inquiry & Analysis*, NSBA, June 2012

Source: "*A Practical Guide to Connecticut School Law, Ninth Edition*," by Thomas B. Mooney, 2018, CABA

Source: "**Graduation Prayer in the Public Schools**," Anti-Defamation League, 2014.

Source: "Graduation Day: When May Schools Keep Graduates Away from Commencement?" by E.A. Gjelton, *Lawyers.com* 2018.

Carrie Swain

From: Theresa DeMars <CABE@embrams-mail.com>
Sent: Friday, May 11, 2018 7:01 AM
To: Carrie Swain
Subject: CABE Policy Highlights 5-11-2018
Attachments: May 11 2018.pdf

EXTERNAL MAIL



Hello,

Attached you will find *CABE's Policy Highlights Publication* for **May 11, 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

May 11, 2018

Volume 17 – Issue #23

Distribution of Non-School Literature by Students: School districts often allow students to distribute non-school literature on school grounds. Such literature includes a range of documents from flyers for community organizations such as the Boy Scouts or Little League to invitations to a classmate's birthday party. Controversies arise occasionally based upon the content of the material or the means of distribution.

If a district allows students to distribute non-school material to classmates, the First Amendment of the U.S. Constitution must be considered. Court cases involving the First Amendment have concluded that a school district can adopt reasonable rules to control the distribution of materials. The rules however may not discriminate based upon the viewpoints expressed in the students' materials.

Non-school literature is defined as any material that the district itself does not produce or control. Examples of such material include students' personal cards, letters, pamphlets about a community activity, invitations to a church social event or copies of the Bible. However, materials distributed for a school purpose or in an instructional setting are considered "school related" and are not covered by a policy pertaining to the distribution of non-school literature. School-related materials include all of the materials disseminated by the school or district and include such items as textbooks, permission slips or information related to school-sponsored activities. If this distribution occurs under the supervision of district staff, such as teachers, for an instructional purpose, such distribution is considered school-related.

It is the common practice for school districts to create a "limited public forum" for student distribution of non-school materials by permitting distribution only at certain times and places and under specified conditions. By definition, a "limited public forum" allows some, but not all, distribution of non-school materials. A forum is either a place for communication, such as a classroom, or a means of communication, such as a school newspaper or the schools' public address system.

It must be stressed that within a limited public forum, a school district cannot decide which materials will be distributed and which will not be based solely upon the viewpoints expressed in the materials. In short, once the district has made the decision to allow the distribution of non-school materials, the district may not choose which to distribute based upon the views expressed in the materials. The district may not bar a student from distributing materials simply because they may be controversial or that the district disagrees with the message. However, there are some reasons, which will be discussed later, for banning the distribution of certain materials, which should be listed in school district policy.

District policy pertaining to this issue should require that non-school materials be reviewed by a school official before distribution. If the intended distribution is during the school day or at a school function with students present, the district is permitted to impose such a prior-review requirement.

Court rulings have indicated, however, that a prior-review requirement cannot be imposed at school-sponsored events that take place after hours for adults, such as a parents' night or school board meeting. However, in such situations, the district's other policies concerning distribution of non-school literature, such as limitations on content and time, place and manner restrictions still apply.

Even if a district has opened a limited public forum for the distribution of non-school materials, the district maintains some control of the content of the materials that can be distributed. In utilizing the prior-review requirement, school officials' decisions must be viewpoint neutral.

Because the speech rights of students are not coextensive with those of adults, schools may prohibit the distribution of some types of student literature altogether. Therefore, school officials may screen the material for content that is lewd, obscene, or otherwise likely to cause a substantial disruption of school operations.

Material that violates the rights of others could be prohibited. Included in this category would be literature that is libelous, that invades the privacy of others or infringes on a copyright. It is also possible to prohibit material that advertises products that are illegal for minors such as alcohol. But, as previously indicated, the district cannot bar distribution just because it contains a controversial message or content with which the district disagrees. District policy is necessary to provide administrators and students clear guidance about prohibited content. This will permit the consistent enforcement of district policy.

In permitting a limited public forum for student distribution of non-school literature, the district and its schools can impose reasonable "time, place, and manner" restrictions on distribution. It is permissible to limit distribution to times before and after regular school hours, during recess, lunch or homeroom periods. Also, the distributions can be limited to designated locations, such as school entrances or exits, a handout table or bulletin boards.

A question that often arises is "May students distribute religious or political literature at school?" Generally, students have the right to distribute religious or political literature on public school campuses, subject to reasonable time, place and manner restrictions. These restrictions, as previously indicated, should be reasonable and must apply evenly to all non-school student literature.

CABE does not recommend that the policy specify times or places for the distribution of the materials. The policy should require the individual schools to set reasonable rules regarding the distribution of such materials. However, it is important that school rules be reasonable, clearly communicated to the student body and enforced consistently, regardless of the viewpoint expressed in the material.

The district may want to consider steps to be taken to avoid an appearance of school sponsorship of non-school materials. The policy could contain a disclaimer or require that a disclaimer statement be printed or affixed to all non-school material distributed on school grounds. A prominent disclaimer indicates that the district does not endorse, approve or sponsor the activities, views, or events promoted by the materials. If a disclaimer is used, it must be done uniformly with all materials.

Policy Implications: CABE's sample policy #1140, "Distribution of Materials by Students (Use of Students)" pertains to this issue. Several versions, in addition to an administrative regulation, are available for your consideration. In addition to the above, another policy, #1140.1, "Distribution of Non-School Literature/Publications," is available and relates to this topic.

Ideal Design Elements of Professional Development: In an article appearing in *The Reading Teacher*, Denise Morgan (Kent State University) and Celeste Bates (Clemson University) summarize the findings of a 2017 report on the ideal design elements of professional development:

- ***Focused on content*** – "Content anchors everything," say Morgan and Bates. "It is ultimately what allows teachers to connect theory to practice." Of course content has to be coupled to the best instructional strategies for the students teachers are working with. PD leaders need to do their homework and guide colleagues in book and article study groups and viewing relevant classroom videos.
- ***Active learning*** – Professional development sessions should minimize lectures and maximize hands-on activities, including looking at student artifacts, exploring materials that teachers will use in their classrooms, participating in and modeling lessons, watching lesson videos, grappling with questions, and reflecting on local problems of practice.
- ***Support for collaboration*** – This can be one-on-one, in small groups, or with the whole faculty, the key being sufficient time to nurture a "togetherness mindset" and develop collective knowledge and relational trust. "Contrived collegiality can look collaborative," say Bates and Morgan, "but is really a superficial relationship in which members will often meet but are not afforded the time to dig deeply into the issues." True collaboration involves unit and lesson planning, classroom observations, collective analysis of student work, and tweaking plans and strategies in an ongoing effort to meet the needs of all students.
- ***Models of effective practice*** – Teachers need to see instructional practices in action through videos, demonstration lessons, peer observations, case studies, and samples of student work – giving instructors a sense of how lessons will unfold in their own classrooms. "Seeing a variety of models," say Bates and Morgan, "allows teachers to understand that no two students follow the same path and shows the importance of teacher expertise in instruction."
- ***Coaching and expert support*** – This can come from instructional leaders, literacy coaches, university faculty, or expert peers, and should include classroom visits and debriefs, video analysis, co-planning, and looking at student work. "Coaches who view their role as tentative and adopt a co-learner stance," say Bates and Morgan, "assist teachers in seeing multiple possibilities when making decisions."
- ***Feedback and reflection*** – There needs to be enough time built into PD "for teachers to think about, receive input on, and make changes to their practice," say the authors. "For feedback to be helpful, it must be viewed as constructive and not critical." Trust and a sense of common purpose are essential to teachers hearing and acting on feedback.
- ***Sustained duration*** – "A one-shot, sit-and-get approach to professional learning, no matter how dynamic, is not sufficient," say Bates and Morgan. Teachers need ongoing support over weeks, months, even years as they identify issues in their classrooms, study them, implement changes, reflect on results, and continuously improve their practices.

Source: "Seven Elements of Effective Professional Development" by Celeste Bates and Denise Morgan in *The Reading Teacher*, March/April 2018 (Vol. 71, #5, p. 623-626) as summarized in Marshall Memo729, March 26, 2018.

Policy Implications: Policy #4131, "Staff Development" and its accompanying administrative regulation pertain to this important topic.

Clarification Regarding CABE Website-Based Core Manual: The Policy Department is extremely pleased with the number of our members who utilize the sample core manual located in the member section of CABE's website. We often hear members indicating the lack of a sample policy on a particular topic when searching that particular source. Please keep in mind that the core manual is a representative sampling of what a district should contain in its manual. It only represents a fraction of the total number of sample policies and topics which are in our policy resource library. If you cannot find a topic for which you are seeking a sample, or need to see additional samples, please contact the CABE Policy Department by phone or email for the material. All requests are promptly fulfilled.

Food for Thought:

"What is education for? In my view, it is to enable all students to understand the world around them and the talents within them so that they can become fulfilled individuals and active, compassionate citizens."

Source: Ken Robinson in "An Expert's View" in *The New York Times*, April 8, 2018

Carrie Swain

From: KAREN HARVEY
Sent: Thursday, May 03, 2018 2:11 PM
To: Carrie Swain
Subject: Fwd: ABA Therapists

Correspondance.

Sent from my iPad

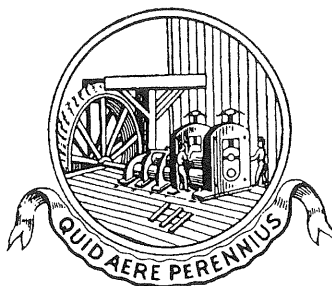
Begin forwarded message:

From: "Henderson, Ryan L" <Ryan.Henderson@ct.gov>
Date: May 3, 2018 at 9:06:06 AM EDT
To: "cawwad@waterbury.k12.ct.us" <cawwad@waterbury.k12.ct.us>, "ebrown@waterbury.k12.ct.us" <ebrown@waterbury.k12.ct.us>, "kharvey@waterbury.k12.ct.us" <kharvey@waterbury.k12.ct.us>, "jhernandez@waterbury.k12.ct.us" <jhernandez@waterbury.k12.ct.us>, "mserranoadorno@waterbury.k12.ct.us" <mserranoadorno@waterbury.k12.ct.us>, "clstango@waterbury.k12.ct.us" <clstango@waterbury.k12.ct.us>, "asweeney@waterbury.k12.ct.us" <asweeney@waterbury.k12.ct.us>, "jtheriault@waterbury.k12.ct.us" <jtheriault@waterbury.k12.ct.us>, "jvanstone@waterbury.k12.ct.us" <jvanstone@waterbury.k12.ct.us>, "tvanstone@waterbury.k12.ct.us" <tvanstone@waterbury.k12.ct.us>
Subject: ABA Therapists

EXTERNAL MAIL
Good Morning,

I am writing to you today to support the behavioral therapist. I have a son who has autism and he attends Tinker School. He has been there since first grade. When he started at Tinker, he had severe behavior problems. When he first began tinker, he was assigned a paraprofessional which was absolutely terrible at her job and had no clue how to handle an autistic child. It got to the point where he did not want to walk into the school and would throw temper tantrums. The way they handled it was absolutely pathetic. My son would fight on going into the class room so her way of getting him into the class was to take away his sneakers and tell him if you want your sneakers back, you have to come into class which set him off even more. They did not know how to handle him. When he had a meltdown, the principal's way of handling it was to let him cry it out in her office to the point where he fell asleep on her floor and she left him there for at least an hour or two. After that situation, I reached out to the former director of special education Wendy Owen and what she did for my son; we still appreciate it to this day and hopefully one day I can thank her for everything that she did. She brought in his current behavior therapist and since then my son has accomplished so many things. Thanks to her, he is the way

he is today. He is more sociable, no more temper tantrums, his grades are at their highest and she knows exactly what to do with him and she is the only person that we trust with him. He has an incredible bond with her and with my son going into middle school next year; I need her to be with him if possible and if so we will be fighting for her because she has told me she doesn't want to leave him. I have reached out to many people on this matter especially to the current director of special education Ms. Baldwin who in my opinion doesn't have a clue and ignores me when I send her emails. Ever since she took over it has been nothing but problems. She wants to rip his current behavioral therapist away and put him with a para full time which will be a disaster, but you can't tell her that because she knows it all. She doesn't even know my son or how he is but she is very quick to make a decision. I have had doctors write notes explaining how important it is for him to have a behavioral therapist but she didn't even take that into consideration. His behavioral therapist that he has done excellent with him and you people are trying to take the only good thing these kids have in school away because of a money issue. How do you put a price tag on a special needs child? If this was your child in this situation, I bet you people would find the money somewhere so they don't lose their therapist but because it isn't one of yours, it makes it easy for you to get rid of these therapists. By you bringing in these people fresh out of school, you are putting our children in danger because they have no experience and they don't know how to handle them. You should be ashamed of yourself for even considering getting rid of these therapists. They make school what it is for our children and if you decide to cut them you should come deal with our children when they are having their meltdowns and asking for the therapists since you think anyone can do it.



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

May 7, 2018

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

Dear Ms. Figueroa Matos:

We are pleased to receive your acceptance of our offer of employment for the position of Lunch Aide @ Reed Elementary School for the Department of Education – Food Service (Requisition #2018414) at \$10.45 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, May 10, 2018 at 11:15 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 May 11, 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.

Sincerely,

Carlyne St. Felix
Human Resources Generalist

CSF/sd

cc: Board of Education
Robert Henry, Dep. Supt. of Schools
Linda Franzese, Food Serv. Director
File