Waterbury Board of Education

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



MEMORANDUM

FROM: Carrie A. Swain, Clerk **DATE:** January 2, 2018

Board of Education

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Committee Meetings – Thursday, January 4, 2018,

5:30 p.m., Wilby High School, Media Center

Notice of Regular Meeting – Thursday, January 18, 2018, 6:30 p.m., Waterbury Arts Magnet School, Atrium

The Committees of the Board of Education will meet on Thursday, January 4, 2018, Wilby High School, Media Center, 568 Bucks Hill Road, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

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

PUBLIC SPEAKING

- 2. <u>Committee of the Whole/5 minutes</u> ~ Request approval of an Agreement with Naugatuck Valley Community College for the GEAR UP program P. Whyte.
- 3. <u>Committee of the Whole/5 minutes</u> ~ 2016/17 Fund for Teachers Award Recipients: Rachel Rodriguez/Driggs, Mariam Giskin/Chase, Sonja Selenica /Chase, Michelle Bramble/Reed, Jennifer Magnavice/WMS, and Thomas Currier/WSMS (no backup) D. Schwartz.
- 4. <u>Committee on Finance/5 minutes</u>: Monthly Expenditure Report for November 2017 D. Biolo.
- 5. <u>Committee on Finance/10 minutes</u>: Grants Report (no backup) L. Riddick-Barron.
- 6. <u>Committee of the Whole/15 minutes</u> ~ Chronic Absenteeism/Discipline (no backup) W. Owen, P. Baim, M. Baker, N. Buckley, P. Whyte.
- 7. <u>Committee on Whole/5 minutes</u>: Request approval of a Student Intern Affiliation Agreement, at no cost, with Quinnipiac University to provide School Psychologist Student Internships M. Baldwin.
- 8. <u>Committee on Policy/5 minutes</u> ~ Revisions to the By-laws of the Board (#9010) with reference to CGS 10-218 Commissioner Sweeney.
- 9. <u>Committee on School Facilities & Grounds/2 minutes</u> ~ Use of school facilities by school organizations and/or City departments.

- 10. <u>Committee on School Facilities & Grounds/3 minutes</u> ~ Use of school facilities by outside organizations and/or waiver requests.
- 11. Superintendent's Notification to the Board/5 minutes:
 - a. Athletic appointments effective immediately:

Arroyo, Alyssa - Assistant Indoor Track Coach, WHS.

Hinton, Marci - Assistant Cheerleading Coach, WHS.

Johnson, Eric - Freshmen Boys Basketball Coach, WCA.

Osterhout, Alexa - Cheerleading Coach, WMS.

b. Grant funded appointments effective immediately:

Maldonado, Joyce – Hall Duty Monitor, WSMS, \$90 p/day, part-time, non-union and without benefits.

McDonald, Brian – Certified Instructor, Adult Education, \$32 p/hour, part time, non-union and without benefits.

Spitz, Joshua – Math Instructor, WAMS, \$24 p/hour, part time, non-union and without benefits, funded by WAMS Operating Grant.

Wasilewski, Diane – Guidance Office Clerk, Adult Education, \$14 p/hour, part time, non-union and without benefits.

c. <u>Rotella After School Programs (Enrichment and Academics) – Session 2</u> <u>January 8 - March 22, 2018, M – Th, funded by RMS Operating Grant:</u>

Administrator: Robin Henry, Principal

Dana Wallace, Sub

A/V Tech: Brian Michaud Grants Facilitator/Clerical: Jean Zastaury

<u>Teachers:</u> <u>Substitute Teachers:</u>

Altieri, Christina Barrett, Ellen
Argenta, Lauren Heidgerd, Angela
Ciuffo, Stephanie Ouellette, Bernadette
D'Aniello, Kara Santovasi, Monica

Ledbetter, Brenda

Lee, Ellen

Matthews, Julia McLaren, Ashley Miller, Terri Monroe, Mary Porcaro, Stephanie Rinaldi. Heather

<u>Aides/Paras</u> <u>Substitute Aides/Paras:</u>

Begin, Debra Brookins, Valerie Cicchiello, Ersilia Meehan, Lisa

Leach, Darice Walters, Kimberly

d. Appointments

Santana, Zuma – World Language Department Head, WHS, eff. 12/20/17. Ursino, Antonio – Mathematics Department Head, WHS, eff. 12/20/17.

e. <u>Extended School Hours (ESH) Program appointments, salary according to individual's contract:</u>

School	Last name	First Name	Assignment
Bucks Hill	Bello	Delia	Administrator
	Hudobenko	Filomena	Administrator
	Sanzone	Ashley	Teacher
	Corbo	Cherie	Teacher
	O'Donnell	Jennifer	Teacher
	Comeau	Elizabeth	Teacher

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	Rhinesmith	Wondy	Teacher – Sub
		Wendy	
	Simoes	Odet	Teacher – Sub
0:1	Walling	Maggie	Para - Sub
Gilmartin	Bulls	Tanya	Lead Teacher/Admin
	Petruzzi	Pia	Sub administrator
	Falcone	Brenda	Teacher
	Sconziano	Jessica	Teacher
	Rose	Mary	Clerical
	Sconziano	Jessica	Sub/teacher
	Dwyer	Catherine	Sub/teacher
	Summa	Emily	Sub/teacher
	Braxton	Christine	Sub/teacher
Kingsbury	Bisaillon	Bret	Lead Teacher/Gr 5
	Marques	Lauren	Grade 4
	Abby	Radzimirski	Grade 3 (T & W)
	Angela	Shea	Grade 3 (Thursday -
			Reading Specialist)
	Sean	Morrissey	Substitute
	Sue	Meaney	Substitute
	Lisa	Rizzo	Substitute
	Christine	Capaldo	Substitute
	Norma	Guedelha	Secretary/Clerical
Reed	Tomasella	Diurca	Administrator
	Mendoza	Juan	Sub Admin.
	Steffero	Melissa	Teacher
	Boratko	Jessica	Teacher
	Griffin	Denise	Teacher
	Zukowski	Diane	Substitute
	McKirryher	Jonna	Substitute
	Kataja	Ashley	Substitute
	Grant	Nataine	Substitute
	DeCarlo	Michael	Substitute
	Serifin	Stephanie	Substitute
	York	Judith	Substitute
Regan	Defazio	Alana	Teacher
regan	Welch	Alexander	Teacher
	Williams	Kimberly	Teacher (bus)
Tinker	Desanto	Christine	Teacher
THIKE	Sagendorf	Janet	Teacher
	Alfano	Chelsea	Sub.
	Mete	Meleke	Sub.
	Matrianna	Catherine	Sub.
	Violette	Danielle	Sub.
	Parks	Michelle	Sub.
	Ouellette	Francene	Teacher
	Cote		Clerical
		Susan	
Walsh	Lerz	Darlene	Admin. Administrator
Waisii	Ocasio Paolino	Jessica Ellen	
			Administrator Sub
	Maldonado	Joanne	Teacher
	Bilbrough	Allyson	Teacher
	Nadonly	Karen	Teacher
	Natoli	Jane	Sub
TAT1 :	Salvatore	Janelle	Sub
Washington	Langan	Colleen	Grade 2
	Montagno	Nikita	Grade 1`
	Sullivan	Marianinna	Substitute
	Rua	Sullivan	Substitute
Wilson	Deeley	Jennifer	Math Teacher
	Dublin	Larry	Science Teacher
	Orsatti	Donna	Paraprofessional
	Reho	Jessica	Substitute
	Rosser	Jennifer	Administrator
			

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	Clar CC and	Andres	EI A Tanalana
	Shaffer	Andrea	ELA Teacher

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

Name		Assignment		Effective
Cruz	Mayra	Bucks Hill	Bilingual Gr. 5	08/28/17
Moreno Lopez	Ruben	WMS	Bilingual Math	10/16/17

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

NAME		FROM	<u>T0</u>	EFF.
Zachary	Nina	Bunker Hill Art Temp	Bunker Hill Art Perm	Aug-18
, ,	-	Bunker Hill Gr 2	Bunker Hill Gr 2	- 8
Comer	Sheryl	Temp	Perm	Aug-18
		Bunker Hill Gr 4	Bunker Hill Gr 4	
Butterworth	Jessica	Temp	Perm	Aug-18
		Bunker Hill Gr 5	Bunker Hill Gr 5	0
Flaherty	Brianna	Temp	Perm	Aug-18
O'Toole	Haleigh	Bunker Hill Gr 5	Bunker Hill Gr K	Aug-18
Toma	Brenda	Bunker Hill Gr 4	Carrington Gr 6	Aug-18
Scivoletto	Nicole	Chase Gr 1 Temp	Chase Gr 1 Perm	Aug-18
Commendatore	Joseph	Chase Gr 5 Temp	Chase Gr 5 Perm	Aug-18
) see span	Chase/Brass City	Chase/Brass City	
Digiorgi	Deanna	Social Worker Temp	Social Worker Perm	Aug-18
2 1810181	2 00	Crosby General	Crosby General	1100 20
Pepe	Thomas	Science Gr 9 Temp	Science Gr 9 Perm	Aug-18
		Crosby Special Ed	Crosby Special Ed	- 6 -
Oiver Miccio	Audra	Temp	Perm	Aug-18
		Crosby Special Ed Gr	Crosby Special Ed Gr	
Spence	Kris	9 Temp	9 Perm	Aug-18
орошоо		Duggan Gr Pre-K	7 - 0 - 1 - 1	
Diorio	Jill	Sped	Duggan Gr 3	Aug-18
		Generali Special Ed	Generali Special Ed	
Cook	Nicole	ABA Program Temp	ABA Program Perm	Aug-18
Whipple	Jennifer	Gilmartin Gr 3 Temp	Gilmartin Gr 3 Perm	Aug-18
FF	-	Hopeville Bilingual	Hopeville Bilingual	- 6 -
Bramble	Nicole	Gr 4 Temp	Gr 4 Perm	Aug-18
		Hopeville/Wendell	Hopeville/Wendell	- 6 -
Eagan	Laurie	Psychologist Temp	Psychologist Perm	Aug-18
		Kennedy	Kennedy	
		Science/Physics	Science/Physics	
Bernabe	Allan	Temp	Perm	Aug-18
		Kingsbury PE Elem	Kingsbury PE Elem	
Larkin	Brian	Temp	Perm	Aug-18
LaFrance	Andrea	Driggs Art	Maloney Art	Aug-18
Schreiber	Yehudis	Reed Music Temp	Reed Music Perm	Aug-18
		Reed Science Gr 7 &	Reed Science Gr 7 &	
Tona	Jerina	8 Temp	8 Perm	Aug-18
Stevens	Jamie	Regan Gr 4 Temp	Regan Gr 4 Perm	Aug-18
DeRienzo	Laura	Regan Gr 1 Temp	Regan Gr 1 Perm	Aug-18
Welch	Alexander	Regan Gr 5 Temp	Regan Gr 5 Perm	Aug-18
Sideravage	Elizabeth	Sprague Gr 3 Temp	Sprague Gr 3 Perm	Aug-18
Perlini	Jocelyn	Sprague Gr 5 Temp	Sprague Gr 5 Perm	Aug-18
Abraham	Mckenzie	Tinker Gr K Temp	Tinker Gr K Perm	Aug-18
Farrell	Kelly	Tinker Music Temp	Tinker Music Perm	Aug-18
	<u> </u>	Wallace Bilingual	Wallace Bilingual	
Moreno Lopez	Ruben	Math Temp	Math Perm	Aug-18
- F - ·		Wallace Math Gr 7	Wallace Math Gr 7	<u> </u>
LaChance Jr.	George	Temp	Perm	Aug-18
, , , , , , , , , , , , , , , , , , ,	<u> </u>	Wallace Math Gr 8	Wallace Math Gr 8	
Camilleri	Lisa	Temp	Perm	Aug-18
		Wallace Social	Wallace Social	
Vecca	Lisa	Worker Temp	Worker Perm	Aug-18

		Wallace Social	Wallace Social	
Pelegrino	Nicole	Worker Temp	Worker Perm	Aug-18
		Wallace Special Ed Gr	Wallace Special Ed Gr	
Anderson	Kate	7 Temp	7 Perm	Aug-18
		Wallace Special Ed Gr	Wallace Special Ed Gr	
Osterhout	Alexa	8 Temp	8 Perm	Aug-18
		WAMS PE/Health	WAMS PE/Health	
O'Neill	Patrick	MS/HS Temp	MS/HS Perm	Aug-18
		WAMS PE/Health	WAMS PE/Health	
Rotatori	Kayla	MS/HS Temp	MS/HS Perm	Aug-18
Cheatham	Major	WAMS SLP Temp	WAMS SLP Perm	Aug-18
		Washington /Bucks	Washington /Bucks	
Milo	Jonathan	Hill Annex Art Temp	Hill Annex Art Perm	Aug-18
		Wilby Math Gr 9-10	Wilby Math Gr 9-10	
Chambers	Robert	Temp	Perm	Aug-18
		Wilby	Wilby	
		Science/Biology Gr	Science/Biology Gr	
Arroyo	Alyssa	11-12 Temp	11-12 Perm	Aug-18
		Wilby	Wilby	
		Science/Physics	Science/Physics	
LaPointe	Michael	Temp	Perm	Aug-18
		Wilby Special Ed	Wilby Special Ed	
Lago	Lori	Temp	Perm	Aug-18
		Wilby Special Ed	Wilby Special Ed	
Lespier	Bonnie	Essential Skills Temp	Essential Skills Perm	Aug-18
Skinner	Karyn	Wilson Art Temp	Wilson Art Perm	Aug-18
Osagie	Nancy	Wilson Gr 3 Temp	Wilson Gr 3 Perm	Aug-18
Stewart	Dina	Duggan Gr 3	Wilson Gr 3	Aug-18
Shwartz	Amelia	Wilson Gr 5 Temp	Wilson Gr 5 Perm	Aug-18
Beierle	Karen	WSMS FCS Temp	WSMS FCS Perm	Aug-18
Margosian	Tammon	WSMS Music Temp	WSMS Music Perm	Aug-18

h. Resignations:

Pontecorvo, Louis – Music Teacher, WCA, effective 12/22/17.

EXECUTIVE SESSION

ADJOURNMENT

6

Carrie A. Swain, Clerk Board of Education





Paul A. Whyte Instructional Leadership Director

MEMORANDUM

DATE:

December 28, 2017

TO:

The Honorable Board of Aldermen

FROM:

Paul A. Whyte, Instructional Leadership Director

SUBJECT:

GEAR-UP Agreement with Naugatuck Valley Community College

The Education Department would like to continue its partnership with the Board of Regents for Higher Education on behalf of Naugatuck Valley Community College for the fifth year of a seven-year program named Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR-UP). The program will provide knowledge of postsecondary education options, college preparation and financing to current high poverty 10th and 11th grade students and their families at Kennedy, Crosby, Wilby and Waterbury Career Academy. The program began in school year 2012 and extends through 2019. The current cohort of students are scheduled to graduate with the Class of 2018 and Class of 2019. The goal of the program is to increase the academic performance of this cohort of students through high school graduation in preparation for postsecondary education. The purpose of this agreement is to formalize the on-going partnership between Naugatuck Valley Community College and the City of Waterbury, the Local Education Agency, as part of the CT GEAR-UP Waterbury Alliance to provide, develop, organize, administer and evaluate services to students, families and teachers.

The program will be housed in Kennedy, Crosby, Wilby and Waterbury Career Academy High Schools during the 2016-2018 school years. Coordinators from NVCC are placed in each comprehensive high school to assist with the daily operation in each school. Students will receive tutorial and mentoring during and after school, summer school programs, and field trips to colleges and cultural events. The school district will provide an in-kind matching requirement. The school district has a direct reciprocity with NVCC, and they are the fiduciary of program that amounts to 11.2 million over 7 years. Students that entered the program cohort in the 6th and 7th grades that remain in the program through 12th grade will be eligible for various local and state scholarships to be determined by the Board of Regents.

Waterbury Public Schools has been very pleased with Naugatuck Valley Community College and the GEAR-Up Program. NVCC's Disclosure and Tax Clearance are attached for your review. I will be present at the next Board of Aldermen Meeting to discuss any questions. Thank you for your consideration.

PAW/mc

AGREEMENT

BETWEEN

NAUGATUCK VALLEY COMMUNITY COLLEGE

AND

THE CITY OF WATERBURY

This agreement is by and between The City of Waterbury, with an office at 236 Grand Street, Waterbury, CT (hereinafter "City" or "Local Education Agency" or "LEA" or "Contractor"), and Naugatuck Valley Community College, with an office at 750 Chase Parkway, Waterbury, CT (hereinafter "NVCC" or "College" or "Client").

SECTION I - PURPOSE

The Connecticut State Colleges and Universities System ("CSCU") has been awarded funding for the fifth year of a seven-year Gaining Early Awareness and Readiness for Undergraduate Programs ("GEAR UP") grant from the United States Department of Education ("USDOE"), entitled "Connecticut State GEAR UP Alliance" under CFDA 84.334S and award number P334S120031. This program shall provide knowledge of postsecondary education options, preparation, and financing to high poverty 10th and 11th graders and their families in select schools. As detailed under separate agreement, CSCU has partnered with Naugatuck Valley Community College to implement this project in Waterbury, entitled "CT GEAR UP Waterbury Alliance". The goal of the program is to increase the academic performance of an identified cohort of students through high school graduation in preparation for postsecondary education.

The purpose of this agreement is to formalize the partnership between Naugatuck Valley Community College and the City of Waterbury, the Local Education Agency, as part of the CT GEAR UP Waterbury Alliance to provide, develop, organize, administer and evaluate services to students, families, teachers and schools.

SECTION II - DEFINITIONS

- A. Connecticut State GEAR UP Alliance is the name of the grant that is coordinated by CSCU. CSCU has partnered with three Connecticut Institutions of Higher Education ("IHE") to oversee the program in identified select schools. The three IHEs are Manchester Community College, Naugatuck Valley Community College, and Southern Connecticut State University.
- B. <u>CT GEAR UP Waterbury Alliance ("Local Alliance")</u> is managed and coordinated by Naugatuck Valley Community College. The City of Waterbury is a member of the Local Alliance.
- C. Local Education Agency ("LEA") is The City of Waterbury.
- D. <u>Local Project Director</u> is hired by Naugatuck Valley Community College and shall manage the implementation of the Local Alliance and shall serve as the Alliance's primary contact.

- E. <u>Local Cohort</u> is students in the Class of 2018 and the Class of 2019 enrolled at the following schools: Waterbury Career Academy, Crosby, Kennedy, and Wilby High Schools.
- F. <u>GEAR UP Participants</u> shall mean the Local Cohort of students identified and tracked as GEAR UP students.

SECTION III - DESCRIPTION OF SERVICES

- A. The CT GEAR UP Waterbury Alliance shall provide services to the Local Cohort intended to help low-income students prepare for success in college. Programming shall be provided both before and after school during the school year, as well as through summer programs. Workshops intended to increase parent knowledge and awareness of higher education options shall also be provided for families of Local Cohort students. Services shall include, but may not be limited to, the following:
 - 1. <u>Early college awareness</u>: Provide course teachings to GEAR UP participants to inform them about and serve as motivation to pursue higher education. The teachings include inschool and after-school programming in identified high schools.
 - 2. Parental awareness and engagement: Provide information to parents about postsecondary education options, preparation, and finance. Specific areas of emphasis shall include 1) College awareness: initiatives shall include publications, workshops and meetings to inform parents/families of the benefits and opportunities available to attain a college education; availability of resources to pay for college; the importance of a rigorous course of study, test scores and top grades; the skills and knowledge required for college success and the supportive role they as parents can provide their child to achieve their potential; 2) College Planning and Financing: staff shall conduct Saturday and evening seminars with parents/families to include topics such as "becoming investors instead of consumers," accumulation of debt, federal and state laws regarding student loans and how to calculate interest and applying for financial aid; 3) Student Academic Progress: staff shall provide workshops and presentations to parents/families that explain the meaning of students' performance on assessment and diagnostic tests. Parents/families shall be shown how to monitor students' performance and how to advocate for their best interests.
 - 3. Assessment of school achievement / college readiness: The State GEAR UP program has approved a student assessment protocol that will promote rigorous, research based evaluation of student learning using results for improvement of student learning and curricula. The Local Alliance shall adopt this protocol into its program.
 - 4. <u>School improvement:</u> Incorporate the GEAR UP program into the existing LEA vertically aligned teams that align curriculum and college expectations.
 - 5. <u>Transition to college:</u> As motivation to pursue higher education, GEAR UP participants shall visit institutions of higher education multiple times each year with the goals of orientating them academically, physically, socially, and culturally to a college setting. The Local Alliance shall integrate course content into each college visit including time

- management, goal setting, and self-direction towards success in the academic year and summer GEAR UP programs.
- 6. <u>College savings accounts:</u> Promote college savings accounts as an effective means for providing students with better access to the college of their choice and resources, not only to pursue but also complete a postsecondary credential.
- 7. <u>Summer Program:</u> The Local Alliance shall provide summer time programming for participating students, with the goal of integrating college preparatory learning and career exploration. Courses such as English, Math and Science will be offered as well as workbased learning projects and leadership activities.
- 8. Mentoring/tutoring: Mentors and/or tutors shall be made available to GEAR UP participants at each school to advocate for them; assist them and guide them and their parents/families regarding college preparation, college selection and matriculation and college financing. Students who participate in the program shall be required to meet with their mentor minimally one time per week.
- 9. <u>Student Contracts:</u> GEAR UP Participants shall receive a Student Contract. The contract is intended to explain what the expectations are for the student while in the program and give them the sense of responsibility and pride in participating in the program. The contract shall be signed by the student and a copy shall be kept in the Local Alliance's files.
 - The local cohort student contracts shall be integrated with the development of Connecticut Student Success Plans (SSPs), which are student driven plans to assess needs and interests, through high school.
- 10. <u>21st Century Scholarship Certificate</u>: The USDOE requires, as a part of this grant, all GEAR UP students must receive a one-time certificate intended to provide information about available scholarships.
- 11. Scholarships: GEAR UP students shall have opportunities for scholarships including a Federal GEAR UP Scholarships. It is the intent of the statewide GEAR UP program and a requirement of this grant that all GEAR UP students have tuition and fees waived if they attend the colleges or the university that are receiving funding from the grant, which currently include, Manchester Community College, Naugatuck Valley Community College, or Southern Connecticut State University. NVCC shall include institution set aside funding in their budget for this purpose. Details on student eligibly are still being developed.
- B. NVC@shall be responsible for the following activities in support of this grant:
 - 1. Employment of a Local Project Director with responsibility for the overall implementation of and coordination of grant services, including but not limited to:

- a. Developing and communicating expectations of the Local Alliance in accordance with the expected outcomes for the grant;
- b. Managing USDOE required data collection and analysis efforts, and maintaining records on each program participant;
- c. Developing state and local reports;
- d. Participating in state and national meetings to promote coordination, continual learning, and dissemination of promising and effective practices;
- e. Acting as the local contact for the statewide GEAR UP Director;
- f. Meeting with the LEA and ensuring that the obligations of the MOU are being carried out and addressing any obstacles that may arise.
- 2. Employment and supervision of all local project personnel, with the exception of support positions provided by the LEA;
- 3. Recruitment of students;
- 4. Student tracking and monitoring using Xcalibur data management system SCRIBE;
- 5. Providing and explaining the student contract to each student, obtaining the student's signature, and retaining a copy of each contract for NVCC's local files;
- 6. Provide information to all participants about their eligibility for federal scholarships;
- 7. Distribution and collection of a biennial GEAR UP student and parent survey as required by the grant, with the assistance from the LEA;
- 8. Adoption of the assessment protocol approved by the Statewide GEAR UP Alliance;
- 9. Administration of student assessments;
- 10. Provide mentors, tutors, and site coordinators in local cohort schools;
- 11. Coordinate GEAR UP student visits to institutions of higher education multiple times each year;
- 12. Provide bus transportation for summer program field trips for GEAR UP participants;
- 13. Provide GEAR UP students with supplies, snacks, and lunches during after school activities, field trips, and other GEAR UP events, with the exception of food provided by the LEA;
- 14. Identify and work with a local financial institution to promote financial planning, literacy, and college savings plans to the local cohort of students and their parents;
- 15. Develop and implement a process for vertically-aligned school district teams to assess student data and adjust instruction where needed. A process for vertically-aligned school district teams will be established using a combination of standardized test data, common formative assessments in the classroom, GEAR UP assessment data, common planning among GEAR UP staff, content area teachers, and support staff;
- 16. Manage all necessary and approved memorandums of agreement and/or sub-contracts to support the delivery of GEAR UP-related services;
- 17. Track all federal Local Alliance expenditures and submit fiscal reports to statewide GEAR UP Director as required;

- 18. Request and track non-federal/matching dollars from The City of Waterbury and report to the statewide GEAR UP Director as required on behalf of the Local Alliance;
- 19. Submit all requests for changes to the USDOE approved project plan, to the State GEAR UP Project Director for approval. The State GEAR UP Project Director shall request approval from the United States Department of Education ("USDOE") when applicable.
- 20. NVCC shall provide a copy of this signed agreement to CSCU.
- C. The LEA (City of Waterbury) shall assist NVCC by providing the following services in support of this grant. The district shall not be financially compensated for their services and agree that applicable and allowable services paid for using non-federal funding shall be tracked as match in support of the GEAR UP Program, as well as time and effort of administrators, teachers, and staff, as allowed.
- 1. The LEA shall make space available, as needed, at the following locations for GEAR UP related activities. Changes to the specific requirements listed below shall be made by mutual agreement of the parties:
 - a. Career Academy High School
 - i. Through the duration of the school year, during school hours the following spaces will be utilized: Office, Library/Media Center/ Cafeteria/ Computer Lab, 5 free classroom spaces as necessary.
 - ii. After school hours: six classroom spaces, Cafeteria, and office space.
 - iii. Space to be utilized for summer programming includes: office space, Cafeteria, Gym, Library/Media Center, Computer labs, and a minimum of ten classroom spaces.
 - b. Crosby High School
 - i. Through the duration of the school year, during school hours the following spaces will be utilized: Office, Library/Media Center/ Cafeteria/ Computer Lab, 5 free classroom spaces as necessary.
 - ii. After school hours: six classroom spaces, Cafeteria, and office space.
 - iii. Space to be utilized for summer programming includes: office space, Cafeteria, Gym, Library/Media Center, Computer labs, and a minimum of ten classroom spaces.
 - c. Kennedy High School
 - i. Through the duration of the school year, during school hours the following spaces will be utilized: Office, Library/Media Center/ Cafeteria/ Computer Lab, 5 free classroom spaces as necessary.
 - ii. After school hours: six classroom spaces, Cafeteria, and office space.
 - iii. Space to be utilized for summer programming includes: office space, Cafeteria, Gym, Library/Media Center, Computer labs, and a minimum of ten classroom spaces.
 - d. Wilby High School

i. Through the duration of the school year, during school hours the following spaces will be utilized: Office, Library/Media Center/ Cafeteria/ Computer Lab, 5 free classroom spaces as necessary.

ii. After school hours: six classroom spaces, Cafeteria, and office space.

iii. Space to be utilized for summer programming includes: office space, Cafeteria, Gym, Library/Media Center, Computer labs, and a minimum of ten classroom spaces.

- 2. Provide personnel as follows:
 - a. A liaison from the City's Department of Education central office administration to act as the main point of contact for the Local Project Director on the GEAR UP Program.
- 3. Provide the following services to the Local Cohort of students:
 - a. Provide after school bussing, beginning September 2016, for students in the Local Cohort at each comprehensive high school as part of the activity bus after school program.
 - b. Provide breakfast and lunch for students participating in the GEAR UP Summer Program when summer programs are hosted at comprehensive schools.
- 4. Provide access to student and school data to the Local Project Director, as follows:
 - a. Access shall be provided to documents and records including assessments, test scores (PSAT, SAT), Individualized Education Programs (IEP's), Student Success Plans (SSP's) and other educational records as needed and requested by the Local Project Director in order to evaluate the effectiveness of the program and / or to provide specific assistance to students.
 - b. Access to all student level data required for state and federal monitoring and reporting into tracking database provided by BOR. This data shall include but is not limited to:
 - i. Participant Name (First, Middle, Last)
 - ii. Participant Address (Street, City, State, Zip Code)
 - iii. Date of Birth
 - iv. SASID (State Assigned Student ID 10 digit number)
 - v. School Name
 - vi. School Code
 - vii. Expected Year of Graduation
 - viii. U.S. Citizenship
 - ix. Gender
 - x. Race
 - xi. Ethnicity
 - xii. Individualized Education Plan (IEP)
 - xiii. Limited English Proficiency
 - c. In addition to general student data, GEAR UP activity data will be tracked for participants in the program via Microsoft Excel and transferred to the XCalibur SCRIBE Data Management System for hours that students spend in the following activities:
 - i. Comprehensive mentoring service
 - ii. Comprehensive tutoring service
 - iii. Financial aid counseling and advising
 - iv. Academic planning and career counseling
 - v. College visits/shadowing
 - vi. Job site visits/shadowing
 - vii. Summer programs
 - viii. Education field trips

- ix. Workshops and
- x. Family/cultural events
- d. Access to school specific data regarding truancy, course completion and participation, standardized testing, earned course credits, and graduations rates including the following:
 - i. Students enrolled in advanced math, science, and English courses
 - ii. Student completion rate for Pre-Algebra, Algebra I, Geometry, Algebra II, Trigonometry, Pre-Calculus, Calculus, Biology, Chemistry, Physics, and Advanced Placement courses
 - iii. Grade level performance/proficiency
 - iv. Unexcused absences
 - v. PSAT/SAT/ACT test results and
 - vi. Graduation rates
- 5. Submit all deliverables and reports to the Local GEAR UP Project Director in accordance with the following:
 - a. Cohort student information rosters submitted October and June of every school year within the term of this agreement.
 - b. Aggregate Control Group data (2012-2013 eighth grade class, currently grade 12 students in 2016-17) submitted by January 31 of every school year within the term of this agreement.
 - c. Individualized Cohort Student Standardized test results (CMT, CAPT, PSAT, SAT, ACT) by February of every school year within the term of this agreement.
 - d. Course completion rates by January of every school year within the term of this agreement and
 - e. Truancy data by January of every school year within the term of this agreement.

SECTION IV - NON-COMPENSATORY/MATCH and COST SHARING:

There shall be no compensatory payment made under this agreement by either party. Services provided by the City of Waterbury in support of the GEAR UP project shall, when applicable, be tracked as a non-federal match. The parties each also agree to reimburse the other for certain services provided to students, as detailed in Section IV.B.

A. The City of Waterbury shall provide non-federal match services at a minimum value of \$1,561,143 annually during the term of this agreement. This funding is made up of facilities usage and administrator's salary and fringe. The dollar value for the administrator's time equates to an average of 5-50% of their time spent on GEAR UP efforts.

The School District's operating costs are supported in part by ECS. This revenue source is provided to the City of Waterbury by the State of Connecticut to fund public kindergarten through 12th grade education. The following is a list of potential items that can contribute to

the district's match requirement, but not limited to, as long as they are directly related to GEAR-UP activities:

- 1. Facilities and equipment usage
- 2. Administrators time during regular school hours
- 3. Teachers time ONLY IF they are being paid by the school district to conduct activities outside their normal duties that are specifically related to the GEAR UP program
- 4. GEAR UP activities that occur at the local cohort institutions after normal school hours that are funded with non-federal dollars can also be counted and tracked towards match.

Expenditures claimed as matching funds must conform to the requirements of Title 34 Part 74 Section 23, "Cost Sharing or Matching" of the Code of Federal Regulations. Education Department General Administrative Regulations (EDGAR).

The LEA shall assist the Local GEAR UP Coordinator with tracking and reporting the match per the reporting schedule listed in Section 3. above and by providing needed information such as salary and fringe information for employees.

B. NVCC and the LEA shall work cooperatively to provide the following personnel and services to students in the Local Cohort:

	Activities Funded by NVCC	Activities Funded by the City of Waterbury
Personnel:		
Site Coordinators	NVCC shall provide one at each school: Crosby, Kennedy and Wilby, and a Lead Teacher at Waterbury Career Academy during each	
2.5	academic year. At Waterbury Career	
Mentors	Academy, Crosby, Kennedy, and Wilby High Schools,	
e se.	beginning during each academic year.	
Tutors	NVCC shall provide after school tutors at Waterbury Career Academy, Crosby, Kennedy and Wilby for after school programming during each academic year.	

School		School Administrators,
Administrators,	·	Administrative assistants, and
Nurses		Nurses shall provide services
	·	estimated at 5 – 50% of total time
		as in-kind matching funds.
Transportation	Daily bussing to and from	Beginning in September 2016,
~	summer programs plus field trips.	GEAR UP will utilize current
•		activity busses funded by WPS
		Tuesday through Thursday each
		week of the school year.
Summer Program	GEAR UP will fund all summer program activities both on and off WPS campuses including but not limited to staff, resources, supplies, field trips and bussing.	Breakfast and lunch for students participating in the GEAR UP Summer Programs at the comprehensive schools will be covered by WPS federal nutrition program when applicable.
Supplies	Provide students with supplies, snacks and lunches during after school activities, field trips and GEAR UP events	During select field trips during the school day, WPS will provide boxed lunches through the federal nutrition program.
Space		To be provided as outlined in Section III.C.1.

SECTION V - CONTRACT PERIOD

A. Term of Agreement:

The term of this agreement shall be from July 23, 2016 through July 22, 2018, contingent upon continued grant funding from the USDOE under CFDA 84.334S in support of the GEAR UP program.

B. Cancellation of Agreement:

This agreement shall remain in full force and effect for the entire term of agreement period stated above unless cancelled by either party, by giving 30 days' written notice, delivered personally or by certified or registered mail to the following addresses:

1. For Naugatuck Valley Community College, send or deliver notice to:

James Troup Provost/Senior Dean of Administration Naugatuck Valley Community College 750 Chase Parkway Waterbury, CT 06708

2. For the City of Waterbury, send or deliver notice to:

Robert Brenker
Chief Operating Officer & Chief of Staff
Department of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

SECTION IV - OTHER TERMS AND CONDITIONS

A. Professional Standards

In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the College in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said College, such services as the College requests, provided in this contract.

B. Quality Surveillance, Examination of Records and Inspection of Work

Pursuant to C.G.S. 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and the State Contracting Agency at reasonable times.

C. Nondiscrimination

The following subsections are set forth here as required by section 4a-60 and 4a-60a of the Connecticut General Statutes:

- (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "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.
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

- vi. "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;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent cdition 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;
- ix. "minority business enterprise" means any small contractor or supplier of materials fiftyone 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
- x. "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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; 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, mental retardation, 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.

D. Executive Orders

This Contract may be subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.

E. Laws and Regulations

- (a) This contract, and any and all disputes arising out of or in connection therewith, shall in all respects be governed by the laws of the State of Connecticut.
- (b) Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State of Connecticut or the State Contracting Agency, arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State)

and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

F. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this contract, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this contract.

G. Indemnification

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

H. Insurance

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

I. Assignment

This contract shall not be assigned by either party without the express prior written consent of the other

J. Whistleblowing

This Agreement may be subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasipublic agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement.

Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

K. FERPA

In performing services pursuant to this Contract, Contractor shall comply with all federal and state statutes and regulations, including, but not limited to, Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act ("FERPA"), and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student data.

L. SEEC

For all state contracts as defined in Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Notice below.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE

CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification

certificate, shall **knowingly** solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an

employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

M. Protection of Confidential Information.

For purposes of this Section, the following terms are defined as follows:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include the Department classifies as "confidential" information that "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- i. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- ii. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- The Contractor and Contractor Parties shall notify the Department and the iii. Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- iv. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

v. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

N. Records

- (a) NVCC agrees that all records pertaining to this agreement shall be made available for review and audit by appropriate officials of the Federal agency, the BOR, or the General Accounting Office (GAO) during normal business hours.
- (b) NVCC agrees to retain all financial records, supporting documents and all other records pertinent to the grant for the period of <u>three years</u> from the date of submission of the final expenditure report.

O. Clean Air Act

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended- Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to Clean Air Act (42 U.S. C. 7401 et seq.) and the federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

P. Entire Agreement

This contract embodies the entire agreement between the BOR and Naugatuck Valley Community College, on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This contract shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of the contract shall be valid unless reduced to writing, signed by both parties. This contract shall inure to the benefit of each party's heirs, successors, and assigns.

ACCEPTANCES AND APPROVALS

By the Contractor (Documentation granting authorization to sign must be attached).

Contractor (Corporate/Legal Name of Contractor)	
Signature (Authorized Official)	Date
Neil M. O'Leary, Mayor	
(Typed/Printed Name and Title of Authorized Official))
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
· ·	
By the State Contracting Agency	
Statutory Authority C.G.S. 10a-6, 4a-52a, 10a-151b	·
Naugatuck Valley Community College	
Contracting Agency Name	
	D./
Signature (Authorized Official)	Date
Daisy Cocco De Filippis, Ph.D President	
(Typed/Printed Name and Title of Authorized Official)	
(L) pour Limited A control of the co	,
•	
By the Office of the Attorney General (approved as t	o form & legal sufficiency)
• **	
Signature	Date
~~~~~	
	•
<u>:</u>	

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

Daisy Cocco De Filippis, being first duly sworn, deposes and says that:

- 1. I am the **President of NVCC**, 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 <u>all</u> that apply):
  - <u>n/a</u> 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
- 4. The following list is a list of the names of <u>all</u> 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	n/a				· · · · · · · · · · · · · · · · · · ·
2					
3					
4					

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

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

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

Organization Name	Address	Type of Ownership	
1 n/a			
2			
3			
4			

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list <u>all</u> of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

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

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

Tiue	Affiliated Company (if none state NONE)	Address	DOB
		(if none state NONÉ)	(if none state NONÉ)

(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	n/a		
2			
3.			
4			

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

For Partnership or LLC	
In presence of:	
n/a	(Name of Partnership)
/ tttoot (vviiness dignature)	(Name of Partnership)
(Witness Printed Name)	By:
(withess Fillited Name)	(Name of General Partner)
	(Business Address)
For Corporation	
Attest (Witness)	Ocorporate Principal - Printed Plane)
<i>'</i>	750 Chase Parkway Waterbury,CT 06708
	(Business Address) Affix
	Corporate Seal
	Naugatuck Valley Community College
	(Name of Corporation)
	By: Daisy Cocco De Filippis
	(Signature of Authorized Corporate Officer)
	Its: President
State of Connecticut	(Title)
	) SS Waterbury
County of New Haven	)
Daisy Cocce	being duly sworn,
deposes and says that he/she foregoing questions and all sta	is <u>President</u> of <u>NVCC</u> and that he/she answers to the atements therein are true and correct.
Subscribed and sworn to befo	re me this 18th day of December 2017.
	Quide Pestretto Demers (Notary Public)
My Commission Expires:q	So 2021 (Notary Public)

## THE CITY OF WATERBURY MEMORANDUM

From:

Delinquent Tax Office

Date: 12/27/2017

To:

Margaret Cherubini

**Department of Education** 

Subject:

Tax Clearance

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

Naugatuck Valley Community College

750 Chase Parkway Waterbury, CT 06708 Daisy Cocco DeFilippis ·

176 West Ridge Dr. Waterbury, CT 06708

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

Very truly yours,

FAC/wmf

Frank A. Caruso Jr. CCMC

Revenue Collections Manager

City of Waterbury

# Board of Education

Monthly Expenditure Report

November 2017

ACCOUNT	CLASSIFICATION	FY 18 ORIGINAL BUDGET	FY 18 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTEI DIFFERENCE
Salaries								122,221,2
511101	Administrators	\$8,068,814	\$8,068,814	\$3,102,749	\$0	\$4,966,065	\$8,068,814	\$
511102	Teachers	\$73,999,242	\$73,999,242	\$21,639,987	\$0	\$52,359,255	\$74,299,242	(\$300,00
511104	Superintendent	\$228,220	\$228,220	\$101,077	\$0	\$127,143	\$268,220	(\$40,00
511106	Early Incentive Certifiied	\$1,323,649	\$1,323,649	\$1,047,210	\$0	\$276,439	\$1,295,649	\$28,00
511107	Certified Coaches	\$685,000	\$685,000	\$5,574	\$0	\$679,426	\$685,000	\$
511108	School Psychologists	\$1,782,033	\$1,782,033	\$450,375	\$0	\$1,331,658	\$1,717,033	\$65,00
511109	School Social Workers	\$1,932,753	\$1,932,753	\$540,636	\$0	\$1,392,117	\$1,932,753	\$
511110	Speech Pathologists	\$2,269,315	\$2,269,315	\$621,127	\$0	\$1,648,188	\$2,269,315	\$
511113	Extra Compensatory Stipend	\$85,000	\$85,000	\$0	\$0	\$85,000	\$85,000	S
511201	Non-Certified Salaries	\$2,136,138	\$2,136,138	\$994,656	\$0	\$1,141,482	\$2,136,138	\$
511202	Clerical Wages	\$795,692	\$795,692	\$369,385	\$0	\$426,307	\$795,692	\$
511204	Crossing Guards	\$386,099	\$386,099	\$118,011	\$0	\$268,088	\$386,099	\$
511206	Educational	\$260,000	\$260,000	\$84,538	\$0	\$175,462	\$260,000	S
511212	Substitute Teachers	\$2,945,000	\$2,945,000	\$757,560	\$47,352	\$2,140,088	\$2,990,000	(\$45,00
511215	Cafeteria Aides	\$80,000	\$80,000	\$32,099	(\$67,485)	\$115,387	\$80,000	5
511216	Library Pages	\$144,404	\$144,404	\$37,620	\$0	\$106,784	\$144,404	5
511217	Library Aides	\$169,950	\$169,950	\$49,180	\$0	\$120,770	\$169,950	9
511219	School Clerical	\$1,877,086	\$1,877,086	\$564,390	\$0	\$1,312,696	\$1,877,086	5
511220	Fiscal Administration	\$526,765	\$526,765	\$150,666	\$0	\$376,099	\$486,765	\$40,00
511222	Transportation Coordinator	\$99,058	\$99,058	\$37,337	\$0	\$61,721	\$99,058	5
511223	Office Aides	\$140,000	\$140,000	\$50,754	\$0	\$89,246	\$140,000	5
511225	School Maintenance Non-Certified	\$2,224,269	\$2,224,269	\$835,777	\$0	\$1,388,492	\$2,224,269	5
511226	Custodians Non-Certified	\$5,396,229	\$5,396,229	\$1,983,465	\$0	\$3,412,764	\$5,396,229	9
511227	Overtime - Outside Activities	\$200,000	\$200,000	\$64,651	\$0	\$135,349	\$200,000	5
511228	Paraprofessionals	\$10,252,396	\$10,252,396	\$2,825,141	\$0	\$7,427,255	\$10,252,396	9
511229	Bus Duty	\$250,000	\$250,000	\$400	\$0	\$249,600	\$250,000	
511232	Attendance Counselors	\$328,928	\$328,928	\$85,108	\$0	\$243,820	\$328,928	9
511233	ABA Behaviorial Therapist	\$1,628,349	\$1,628,349	\$541,782	\$0	\$1,086,567	\$1,628,349	5
511234	Interpreters	\$138,511	\$138,511	\$37,252	\$0	\$101,259	\$138,511	5
511650	Overtime	\$740,000	\$740,000	\$312,909	\$0	\$427,091	\$740,000	9
511653	Longevity	\$25,200	\$25,200	\$955	\$0	\$24,245	\$25,200	9
511700	Extra Police Protection	\$500,516	\$500,516	\$0	\$0	\$500,516	\$500,516	5
529001	Car Allowance	\$81,000	\$81,000	\$26,487	\$0	\$54,513	\$81,000	\$
529003	Meal Allowances	\$9,000	\$9,000	\$4,042	\$0	\$4,958	\$9,000	5
btotal Sala	ries	\$121,708,616	\$121,708,616	\$37,472,902	(\$20,134)	\$84,255,848	\$121,960,616	(\$252,00

ACCOUNT	CLASSIFICATION	FY 18 ORIGINAL BUDGET	FY 18 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
ACCOUNT	CLASSIFICATION	DUDGET	DODGET	EXI ENDITORE	ENCOMBRANCE	DALANCE	EAI.	DIFFERENCE
Purchased S	ervices							
533009	Evaluation	\$55,000	\$55,000	\$2,702	\$24,633	\$27,665	\$55,000	\$0
533020	Consulting Services	\$371,935	\$371,935	\$112,784	\$212,856	\$46,295	\$371,935	\$0
533100	Auditing	\$54,000	\$54,000	\$49,088	\$0	\$4,912	\$54,000	\$0
539005	Sporting Officials	\$35,000	\$35,000	\$3,651	\$0	\$31,349	\$35,000	\$0
539007	Report Cards	\$18,000	\$18,000	\$0	\$1,607	\$16,393	\$18,000	\$0
539008	Messenger Service	\$27,280	\$27,280	\$9,736	\$15,128	\$2,416	\$27,280	\$0
543000	General Repairs & Maintenance	\$1,515,000	\$1,515,000	\$305,834	\$497,543	\$711,624	\$1,515,000	\$0
543011	Maintenance - Service Contracts	\$522,844	\$522,844	\$115,926	\$181,718	\$225,201	\$522,844	\$0
544002	Building Rental	\$557,278	\$557,278	\$345,451	\$102,142	\$109,685	\$557,278	\$0
545002	Water	\$240,000	\$240,000	\$40,952	\$0	\$199,048	\$240,000	\$0
545006	Electricity	\$3,309,855	\$3,309,855	\$976,220	\$0	\$2,333,635	\$3,259,855	\$50,000
545012	Inspections - Lead/Asbestos	\$10,000	\$10,000	\$1,435	\$5,000	\$3,565	\$10,000	\$0
545013	Security/Safety	\$102,500	\$102,500	\$22,215	\$32,321	\$47,964	\$102,500	\$0
551000	Pupil Transportation	\$13,930,521	\$13,930,521	\$3,739,795	\$8,962,991	\$1,227,735	\$14,000,521	(\$70,000)
553001	Postage	\$70,000	\$70,000	\$23,633	\$0	\$46,367	\$70,000	\$0
553002	Telephone	\$150,000	\$150,000	\$23,144	\$4,759	\$122,097	\$150,000	\$0
553005	Wide-area Network (SBC)	\$87,600	\$87,600	\$11,093	\$54,556	\$21,952	\$87,600	\$0
556055	Tuition - Outside	\$7,451,277	\$7,451,277	\$1,853,677	\$4,716,062	\$881,538	\$7,451,277	\$0
556056	Purchased Service - Outside	\$2,501,537	\$2,501,537	\$511,155	\$2,016,107	(\$25,725)	\$2,501,537	\$0
557000	Tuition Reimbursement	\$6,000	\$6,000	\$0	\$0	\$6,000	\$6,000	\$0
558000	Travel Expenses	\$18,000	\$18,000	(\$713)	\$4,655	\$14,058	\$18,000	\$0
559001	Advertising	\$30,000	\$30,000	(\$190)	\$675	\$29,515	\$30,000	\$0
559002	Printing & Binding	\$70,000	\$70,000	\$2,078	\$2,290	\$65,632	\$70,000	\$0
559104	Insurance - Athletics	\$19,000	\$19,000	\$18,906	\$0	\$94	\$19,000	\$0
Subtotal Pur	chased Services	\$31,152,627	\$31,152,627	\$8,168,571	\$16,835,042	\$6,149,014	\$31,172,627	(\$20,000)
Supplies/Ma	terials							
561100	Instructional Supplies	\$1,860,000	\$1,860,000	\$672,300	\$566,767	\$620,933	\$1,860,000	\$0
561200	Office Supplies	\$71,840	\$71,840	\$19,663	\$20,831	\$31,346	\$61,840	\$10,000
561204	Emergency/Medical Supplies	\$8,000	\$8,000	\$0	\$3,940	\$4,060	\$8,000	\$0
561210	Intake Center Supplies	\$1,000	\$1,000	\$990	\$0	\$10	\$1,000	\$0
561211	Recruitment Supplies	\$65,000	\$65,000	\$17,778	\$14,814	\$32,408	\$65,000	\$0
				\$698				\$0
561212	Medicaid Supplies	\$17,000	\$17,000		\$7,720	\$8,582	\$17,000	
561501	Diesel	\$148,395	\$148,395	\$47,391	\$87,623	\$13,381	\$148,395	\$0
561503	Gasoline	\$64,920	\$64,920	\$14,442	\$6,030	\$44,449	\$64,920	\$0
561505	Natural Gas	\$1,716,000	\$1,716,000	\$228,859	\$0	\$1,487,141	\$1,701,000	\$15,000
561507	Janitorial Supplies	\$235,000	\$235,000	\$79,146	\$113,595	\$42,259	\$235,000	\$0
561508	Electrical Supplies	\$190,000	\$55,000	\$16,065	\$7,318	\$31,617	\$55,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$19,849	\$15,680	\$64,471	\$100,000	\$0

ACCOUNT	CLASSIFICATION	FY 18 ORIGINAL BUDGET	FY 18 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
561510	Building & Ground Supplies	\$55,000	\$190,000	\$72,337	\$33,883	\$83,780	\$190,000	\$0
561511	Propane	\$309,652	\$309,652	\$168,064	\$91,919	\$49,669	\$309,652	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$36,045	\$3,956	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,500	\$2,500	\$1,315	\$0	\$1,185	\$2,500	\$0
569010	Recreational Supplies	\$20,000	\$20,000	\$3,695	\$5,699	\$10,607	\$20,000	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$67,481	\$47,885	\$14,634	\$130,000	\$0
Subtotal Sup	plies/Materials	\$5,034,307	\$5,034,307	\$1,430,071	\$1,059,748	\$2,544,489	\$5,009,307	\$25,000
Property								
575008	Furniture-Misc.	\$50,000	\$50,000	\$0	\$27,222	\$22,778	\$50,000	\$0
575200	Office Equipment	\$165,000	\$165,000	\$54,868	\$1,360	\$108,772	\$165,000	\$0
575408	Plant Equipment	\$30,000	\$30,000	\$4,948	\$2,282	\$22,770	\$23,000	\$7,000
Subtotal Pro	perty	\$245,000	\$245,000	\$59,816	\$30,865	\$154,319	\$238,000	\$7,000
Other/Miscel	llaneous							
589021	Mattatuck Museum	\$13,750	\$13,750	\$0	\$12,891	\$859	\$13,750	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$8,625	\$0	\$12,075	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$0	\$0	\$9,500	\$9,500	\$0
589201	Mileage	\$33,500	\$33,500	\$501	\$0	\$32,999	\$33,500	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$599	\$0	\$6,401	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$60,000	\$39,675	\$120	\$20,205	\$60,000	\$0
591004	Athletic Revolving Fund	\$90,000	\$90,000	\$55,125	\$15,000	\$19,875	\$90,000	\$0
Total Other/	Miscellaneous	\$234,450	\$234,450	\$104,525	\$28,011	\$101,914	\$234,450	\$0
GRAND TO	TAL OPERATING BUDGET	\$158,375,000	\$158,375,000	\$47,235,884	\$17,933,532	\$93,205,584	\$158,615,000	(\$240,000
Other Additi	onal Funding							
	Alliance Non-Reform/Reform	\$11,859,472	\$11,859,472	\$3,260,077	\$0	\$8,599,395	\$11,859,472	\$0
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$450,000	\$0
	Contingency Surplus	\$500,000	\$500,000	\$0	\$0	\$500,000	\$500,000	\$0
	City Non Lapsing Account	\$675,000	\$675,000	\$0	\$0	\$675,000	\$425,000	\$240,000
Total Additio	onal Funding	\$15,484,472	\$15,484,472	\$3,260,077	\$0	\$12,224,395	\$15,234,472	\$240,000
GRAND TO	TAL ALL FUNDING	\$173,859,472	\$173,859,472	\$50,495,961	\$17,933,532	\$105,429,979	\$173,849,472	\$0

#### STUDENT INTERN AFFILIATION AGREEMENT

for
School Psychologist Student Internships
between
The City of Waterbury, Connecticut
And
Quinnipiac University

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the City of Waterbury, with a principal place of business at 235 Grand Street, Waterbury, Connecticut (the "City") and Quinnipiac University, having a principal place of business at 275 Mount Carmel Avenue, Hamden, Connecticut, (the "University").

WHEREAS, Quinnipiac University is a private university which maintains a School of Psychology program on one or more of its campuses; and

WHEREAS, Quinnipiac University desires to establish School Psychologist Student Internships program with the City to assist in the training of students enrolled in its Undergraduate Psychology Program; and

WHEREAS, the City desires to assist in the training of such students by hosting them as School Psychologist Student Interns in the City's school system;

#### NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1. Term. The term of this Agreement shall commence on January 1, 2018, and terminate on December 31, 2018 or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein.
- 2. Compensation. Neither the University nor the City shall be responsible to compensate the other party, or the intern for services rendered under this Agreement. The parties further agree and understand neither the intern nor the Faculty Advisor/Internship Supervisor is an employee of the City of Waterbury, but rather that the intern is participating in an internship in the Waterbury Public Schools for the purpose of obtaining experience in furtherance of his/her education. The intern and the parties therefore agree that neither the intern nor the Faculty Advisor/Internship Supervisor shall be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers' Compensation coverage, health benefits, etc.

#### Responsibilities of the University.

3.1. The University's Director of Internship and Field Experience, or his or her designee, shall, on or before December 15, 2017, notify the City of the number of School

Psychologist Student Interns available to be hosted by the City during the coming school year, and the City shall give notice as promptly as is practicable of the number of interns it agrees to host during the school year.

- **3.2.** The University shall certify for participation in the clinical internship only those qualified psychology students enrolled in the University's undergraduate psychology program.
- **3.3.** Prior to placement at an internship site (the "Internship Site"), the University shall arrange for the potential intern to be interviewed by the Principal, Vice-principal, School Social Worker/Counselor who is certified to supervise the intern, or other designated representative of the Internship Site. Interns shall be approved by the Principal of the intended internship site. Only those students of the University who have been interviewed and accepted by the school representative at the Internship Site shall be permitted to intern at the site.
- 3.4. The University shall designate an Internship Supervisor (the "Internship Supervisor") to facilitate administration of the internship. Interns will be assigned to each Internship Site in consultation with the Internship Supervisor. The Internship Supervisor shall visit each internship site twice per semester and as requested by the City. The Internship Supervisor shall be solely responsible for evaluating and grading the performance of the interns. The Internship Supervisor may consult with school personnel with regard to the performance and evaluation of the interns.
- 3.5. The University shall advise its interns that they shall be required to follow the Quinnipiac University School of Psychology's Field Education Manual, if one exists, during the intern's involvement in the internship program (the "Program"). A copy of the Manual shall be provided to the City prior to commencement of this agreement.
- **3.6.** The University will instruct its student interns to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from the internship any student who fails to comply with applicable City rules and regulations.
- 3.7. The University shall withdraw an intern from the internship with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such intern's continued participation in the internship is detrimental to the intern and/or any employee of the City or student in the City's school system.
- **3.8.** The University shall advise its interns that they will be expected to report to their designated internship sites as per their agreed upon schedules.
- 3.9 The University shall be responsible for the planning, implementation and execution of all aspects of the Student's educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

- **3.10.** The University shall provide Faculty for the purpose of tracking Student progress and for consultation with the University as necessary. The Faculty shall be solely responsible for assigning final course grades to the Students.
- **3.11.** The University will instruct Students, Faculty and University personnel not to disclose any confidential material or information connected with the City or any of its Students as set forth herein.
- **3.12.** The University will convey to the City's personnel information about the philosophy and objectives of the Program.

#### 4. Responsibilities of the City

- **4.1.** During the term of this Agreement, the City will host in its school system School Psychologist Student Interns who are enrolled in the University's Undergraduate Psychology Program and are qualified to act as School Psychologist Student Interns in the City's school system, performing functions as described herein. For the 2017-2018 school year, the City shall host as many School Psychologist Student Interns as it deems appropriate and desirable.
- **4.2.** The City shall provide the Internship Supervisor and student interns relevant information, including policies, procedures, and rules with which the student interns must comply.
- **4.3.** The City will notify the University's Director of Internship and Field Experience, or his or her designee, whenever an intern does not timely report to the designated internship site.
- 4.4 The City may, in its exclusive discretion, require that each intern execute a waiver of liability in the form attached hereto as <u>Schedule A</u>. The City may condition participation in the Program on its receipt of such waiver of liability.
- 4.5 The City shall provide equipment and supplies necessary for the administration of care by the intern and suitable space for conferences connected with the intern's clinical or fieldwork instruction.
- 4.6 The City shall provide a preceptor who shall be responsible for planning and implementing individual intern assignments, and for evaluating intern performance in accordance with criteria developed by and provided to the City by the University.
- **4.7** The City shall provide orientation for Faculty regarding relevant City information, including policies, procedures, and rules with which Faculty and Students must comply. The University shall provide such orientation to the interns.

#### 5. Responsibilities of the Intern.

The University shall ensure that the Intern:

- **5.1** Executes a waiver of liability in the form attached hereto as <u>Schedule A</u>. The City may condition participation in the Program on its receipt of such waiver of liability.
- **5.2** Each Intern shall be expected to report to their designated internship sites as per their agreed upon schedules.
- **5.3** Each Intern shall comply with all applicable rules and regulations of the City.
- 5.4 Each intern shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records as outlined herein.
- 6. Criminal Background Check and DCF Registry Check. The University shall provide to each proposed student intern an authorization in the form attached as Schedule B requesting and authorizing the Regional Educational Service Center (RESC) to release the results of the intern's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families background check report to the City of Waterbury. The University will instruct the proposed student intern that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed student intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks. The University will also advise each proposed student intern that s/he shall be required to submit to a DCF registry check and present to the RESC an executed "Authorization for Release of Information for DCF CPS Search," the results of which will be provided to the City.

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

The provisions of this Section 6 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

7. Student Education Records. The parties acknowledge that in the course of providing/hosting the student interns pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and intern shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties have no authority to make any other disclosures of any information from education records. The University shall instruct its student interns on their obligations to comply with FERPA.

#### 8. Student Data Privacy.

- 8.1 If applicable, University and Intern shall comply with all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract and agree to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.
- 8.2 University and Intern agree that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of the University or Intern. University and Intern further agree that they will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.
- 8.3 University and Intern agree that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of the University or Intern.
- 8.4 University or Intern agrees that, students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record.
- 8.5 The University or Intern agrees that it will not retain any student data or let said student data remain available to the University or Intern upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student have entered into an Agreement with the University or Intern regarding the retention of the student's data in an electronic form or database.
- 9. Security Breach of Student Information and Data. Procedure for Notification Regarding Breach or Unauthorized Release of Student Information. The University or Intern shall establish a procedure and provide a copy of said procedure to the City setting forth its policy for notification to the City and Parents when there has been a breach or unauthorized release of student information or records pursuant to Public Act No. 16-189.
- 10. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.
  - 10.1. Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal

Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University, of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

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

#### 12. Insurance.

- 12.1 The University shall offer health insurance to the student to be considered as a potential intern, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the student intern program. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential intern for review by the City.
- 12.2 The University or intern shall not commence work under this Contract until all insurance required under this Section 12 has been obtained by the University or intern and such insurance has been 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-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII 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.
- 12.3 At no additional cost to the City, the University or intern 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 University's and/or Intern's obligations under this Contract, whether such obligations are the University's or Intern's or person or entity directly or indirectly employed by said University or Intern, or by any person or entity for whose acts said University or Intern or subcontractor may be liable.
- 12.4 Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or

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

- 12.5 The following policies with stated limits shall be maintained by the University or the Intern as indicated below, in full force and effect, at all times during which the services are to be performed by the University or Intern:
  - **12.5.1 General Liability Insurance**: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, \$2,000,000.00 Products/Completed Operations Aggregate

The University shall provide General Liability Insurance providing coverage to protect the City for all damages arising out of bodily injuries, property damage 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.

**12.5.2** Auto Liability: \$1,000,000.00 combined single limit each Accident, Any Auto, All Owned and Hired Autos

The University shall provide Auto Liability Insurance providing coverage to the University, the City and Intern on any Auto and all Owned and Hired Autos.

**12.5.3 Workers Compensation:** Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000.00 EL Each Accident, \$\$500,000.00 EL Disease Each Employee; \$500,000.00 EL Disease Policy Limit.

The University shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to the University, the City and the Intern.

**12.5.4** Excess/Umbrella Liability: \$1,000,000.00 each Occurrence and \$1,000,000.00 Aggregate:

The University shall provide Excess/Umbrella Liability Insurance providing coverage to the University, the City and Intern.

**12.5.5 Professional Liability Insurance**: \$1,000,000.00 each Wrongful Act, \$3,000,000.00 Aggregate

The University shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the University, the City and Intern, as it relates to Educational Services provided to City of Waterbury Board of Education.

**12.5.6 Sexual Abuse/Molestation Liability Insurance**: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate

The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving an intern within the program.

- 12.6 Failure to Maintain Insurance: It shall be a material breach of this Agreement if the University or the Intern fails to maintain the minimum required coverage as set forth herein.
- 12.7 Cancellation: The City of Waterbury shall receive written notice of cancellation from the University or Intern at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.
- Certificates of Insurance: The University or Intern's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the University or Intern's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the University or Intern executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its' Board of Education are listed as additional insureds on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability." The University or Intern must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.
- 12.9 No later than thirty (30) calendar days after University or Intern's receipt, the University or Intern shall deliver to the City a copy of the University or Intern's insurance policies, endorsements, and riders.
- 13. Indemnification. University agrees to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the University's and the Intern's obligations under this Agreement, by the negligent acts, errors or omissions of University, the Intern or anyone for whom the College is legally responsible.

#### Termination.

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

- 13.2 Termination for Non-Appropriation or Lack of Funding. The College/University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The College/University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.
- 13.3 Termination for Cause. If, through any cause, in part or in full, not the fault of College/University, the College/University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if College/University 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 College/University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by College/University under this Agreement shall, at the option of the City, become its property.
  - 13.3.1 Notwithstanding the above, College/University shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by College/University, and the City may withhold any payments to College/University for the purpose of setoff until such time as the exact amount of damages due the City from College/University is determined.
- 14. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the student interns nor the Internship Supervisor will be considered employees or agents of the City and therefore 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.
- 15. Accommodations for Persons with Disabilities. In the event that a student intern requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.
- 16. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University:	Quinnipiac University 275 Mount Carmel Avenue Hamden, Connecticut
With a copy to:	

To the City:

City of Waterbury

c/o Department of Education Chief Operating Officer 236 Grand Street Waterbury, CT 06702.

- 17. Contract Assignment: No right or duty, in whole or in part, of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.
- 18. Discriminatory Practices. In performing this Agreement, the University shall not discriminate against any intern or applicant for internship, 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.
  - 18.1. 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.
- 19. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.
- 20. Prohibition against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
- 21. 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.

- **22**. **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.
- 23. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City and the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

#### 24. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

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

- 24.1 It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- 24.2 It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

- 24.3 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime University or Intern or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- 24.4 The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 24.5 Upon a showing that a subcontractor made a kickback to the City, a prime University or Intern 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.
- 24.6 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 24.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 24.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- 24.7 The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 24.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

- 24.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 24.1-24.7.
- 24.9 The University or Intern 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.
- 24.10 The University or Intern 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: https://www.waterburyct.org/content/458/539/default.aspx [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click "CHAPTER 38: on CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- 24.11 The University or Intern is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.
- 24.12 Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- **24.13 INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
- 24.14 PROHIBITION AGAINST CONTINGENCY FEES. The University or Intern 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.

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

[Signature Page Follows]

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

WITNESS:	CITY OF WATERBURY
	By:Neil M. O'Leary, Mayor
	Date:
WITNESS:	QUINNIPIAC UNIVERSITY
Professor of Bsychology  Kartles Marti Scaretary for the Dean of the	By: Robert Smart, Dean of the College of Arts and Science
Kachles Warte	Date: 12/15/2017
Secretary for the Dean of the College of Arts & Sciences	Approved for Quinnipiac Signature – LGM 12/13/2017

 $F:\New\ Electronic\ Filing\ System\ FILE\ MANAGEMENT\ Transactional\ Contracts\ In term\ Agreements\ Education\ Quinnipiac\ University\ CRT17-371\ Drafts\ 11.30\ Draft\ \#1.doc$ 

#### SCHEDULE A

# WAIVER OF LIABILITY AND ACKNOWLEDGMENT OF NON-EMPLOYMENT

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

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the Quinnipiac University, School of Psychology in its Undergraduate Program participating in a School Psychologist Student Internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Cecelia Crowe

Hander Dated at Waterbury, Connecticut this  $3^{th}$  day of  $\overline{Dec}$ , 2017.

WITNESSES:

Print Name:

Print name:

Print name:

State of Connecticut:

: ss: Waterbury Desember, 13, 2017

County of New Haven:

On this 13th day of December, 2017, before me the undersigned officer, personally appeared Catella Cyouse, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

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

Commissioner of Superior Court

Notary Public

My Commission Expires:



#### SCHEDULE B

#### AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS

I, the undersigned, <u>CCCCAA</u> CYOWL, an undergraduate student in the Psychology
Program at Quinnipiac University, hereby request and authorize Cooperative Educational
Services (a Regional Education Service Center), and the Department of Children and Families
("DCF") to release to the Board of Education of the City of Waterbury the results of my state and
national criminal history records check and my DCF registry check requested by the Board of
Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.
Signed

Printed Name of Student Intern]

Dated: 12 (13 (17

#### **Carrie Swain**

From:

Elaine Skoronski

Sent:

Thursday, December 28, 2017 12:53 PM

To:

Carrie Swain

Cc:

MELISSA BALDWIN; 'Angela Juliani'

Subject:

Quinnipiac University Intern Agreement for Board agenda

**Attachments:** 

20171228131117053.pdf

#### Hi Carrie:

We had removed the Quinnipiac University agreement from the last Board agenda as we had a sight modification in the language in Paragraph 14. I attach the revised contract for approval. Let me know if you have any questions.

#### Elaine

Elaine M. Skoronski, J.D.
Waterbury Public Schools
Special Services
236 Grand St, 2nd Floor
Waterbury, CT 06702
203-346-3518
eskoronski@waterbury.k12.ct.us

**CONFIDENTIALITY NOTICE:** This email transmission (and any attachments accompanying it) is privileged, confidential and intended only for the individual or entity named. It contains attorney work product and/or confidential information and is not subject to disclosure. If you or your office is not the intended recipient, the dissemination, distribution or copying of this communication is strictly prohibited. If you received this transmission in error, please notify us immediately by reply email or call 203-346-3505 to prevent unauthorized disclosure. Thank You.

### Bylaws of the Board



#### Organization

- a) The Board of Education shall consist of the Mayor and ten elected members. Six members shall constitute a quorum. The Mayor is the Chairman Ex-Officio of the Board. The members of the Board shall elect, by majority vote, a President, Vice-President, and Secretary.
- b) The organizational meeting of the Board shall be held at such time as the Mayor may direct or on December 1st of each odd numbered year. The meeting shall be called to order by the Chairman. Before acting, the members shall be duly sworn to the faithful performance of the duties of their office as prescribed by law. The Board shall proceed to elect by roll call by a majority of its members, present and absent, a President, Vice President, and Secretary.

#### **Public Meetings**

- a) All meetings of the Board of Education shall be open to the public with the exception of executive sessions (cf. 9320 Meetings)
- b) All meetings of the Board shall be held at its office or at any other place designated by a majority vote of the Board.
- c) The Board shall hold its regular meetings on the third Thursday of each month. The President of the Board shall have the discretion to reschedule meetings under the above formula if conflicts arise.
- d) All meetings shall be held at 6:30 p.m. or at any other time designated by the majority vote of the Board. Committee meetings shall be held at 5:30 p.m., unless otherwise designated by the Chairman.
- e) Special meetings may be called and held whenever requested in writing by any three members. The written request shall contain a description of the matters to be considered, and shall be sent to the President of the Board with a copy to the Clerk of the Board. No business shall be transacted at such special meeting other than that specified in the call.
- f) Citizens are encouraged to submit prepared written statements to the Commissioners. Comments by an individual shall be limited to a maximum of five (5) minutes. Commissioners believe that this will permit wider participation while also expediting the business of the meeting.
- g) Commissioners may respond to the concerns and/or comments of public speakers only with the permission of the Chair and without debate.
- h) Smoking will not be permitted in any room in which a meeting of the Board of Education is being conducted (cf. 1331 Smoking in School Facilities).
- During meetings of the Board of Education, all cellphones or other electronic communication devices shall be turned off or changed to a silence mode.

#### **Executive Sessions**

The public may be excluded from meetings of the Board of Education which are declared to be executive sessions. Executive sessions may be held upon a two-thirds vote of the members present and voting taken at a public meeting for only one or more of the following reasons, and may not be held for any other reason:

- 1. Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee, provided that such individual may require that discussion be held at an open meeting.
- 2. Strategy and negotiations with respect to pending claims and litigation.
- 3. Matters concerning security strategy or the deployment of security personnel, or devices affecting public security.
- 4. Discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned.
- 5. Discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) of section 1-19 of the Connecticut General Statutes.

#### **Construction of the Agenda**

The Superintendent in cooperation with the President of the Board of Education shall prepare an agenda for each meeting. Any member of the Board of Education may call the Superintendent to request an item be placed on the agenda. Deadline for requests is 48 hours prior to the legally required public posting of the agenda. Finalization of the agenda lies with the Board President.

#### Posting of the Agenda

At least 24 hours prior to the time of the meeting, the agenda shall be posted in the Office of the Board of Education and in the Office of City Clerk and shall be filed in the Superintendent's Office.

#### **Duties of the Chairman**

The Chairman shall call the Board to order at the **appointed hour**, or as soon as a quorum is present. It shall be the duty of the Chairman to assure that all proceedings are in compliance with the laws enacted by the General Assembly, these rules and regulations and, otherwise, parliamentary usage.

### Bylaws of the Board

9010(c)

#### **Duties of the President**

- In the absence of the Chairman, the Board President shall preside at all Board meetings.
- b) The President shall appoint liaison positions as appropriate.
- The President shall appoint ad-hoc committees as needed.

#### **Duties of the Vice President**

In the absence of Chairman and the President, the Vice President shall preside at the Board meeting.

#### **Duties of the Secretary**

- Review and report minutes to the Board.
- In the absence of the Chairman, President, and Vice President, the Secretary shall preside at the Board meeting.

#### **Order of Business**

- a) Business shall proceed in the following order, unless the Board otherwise directs:
  - Silent Prayer
  - 2. Pledge Allegiance to the Flag
  - 3. Minutes of previous meeting
  - 4. Communications
  - 5. Public addresses the Board
  - 6. Superintendent's Report
  - 7. President's Comments
  - 8. Consent Calendar
  - 9. Committee reports
  - 10. Unfinished business of preceding meeting only
  - 11. Other unfinished, new, and miscellaneous business
  - 12. Adjournment
- b) The yeas and nays shall be taken and recorded by the Clerk of the Board whenever called for by any member of the Board.

#### **Standing Committees**

- a) The President shall appoint the following standing committees, each consisting of a minimum of three members to serve two calendar years or less, the member first named to be chairperson, who will appoint a vice-chairperson:
  - 1) The Committee on Policy
  - 2) The Committee on Curriculum
  - 3) The Committee on School Personnel
  - 4) The Committee on School Facilities and Grounds
  - 5) The Committee on Building
  - 6) The Committee on Finance
  - 7) The Committee on Grievances
  - 8) The Committee on Legislation

At least one member of each committee shall be a member of the minority party.

- b) The President shall call committees together when requested to do so by the respective Chairperson, but in case the Chairperson refuses or neglects, then, at the request of the remaining members of the Committee, he shall call a meeting of the Committee, and a majority of the Committee shall constitute a quorum.
- c) Every report shall be signed by a majority of the Committee. A minority report in writing may be presented.
- d) All Committee actions are subject to the approval of the Board.

#### Committee on Policy

- a) The Committee on Policy shall review all recommended additions, revisions or deletions of Policy, as referred by the Superintendent of Schools, pertaining to operation and functions of the School District.
- b) The Committee shall have general authority over the by-laws of the Board.
- c) The Committee shall report to the Committee of the Whole prior to Board action.
- d) The Committee shall ensure alignment of Policy to Local, State, or Federal Enactments.
- e) The Committee shall evaluate the effectiveness of current standing committees biannually in October of the even years.

#### Committee on Curriculum

- a) All proposals to add to or change the course of study or the textbooks used in the school system shall be referred to and reported upon by this Committee prior to the action by the Board. In reporting upon any such proposals, the Committee shall give due consideration to the recommendations of the Superintendent of Schools and the consultative groups acting under the provisions of School Board Policy.
- b) All requisitions for books, supplies and the like shall be presented to this Committee and/or its duly appointed representatives for approval.
- c) Proposals for special regulations or changes to regulations regarding instruction in the school system shall be submitted to the Committee for transmittal to the Board.
- d) Proposals for overnight field trips and/or to destinations outside the State of Connecticut shall be submitted to the Committee for transmittal to the Board.

#### Committee on School Personnel

- a) The Committee on School Personnel shall act as an advisory body to the Superintendent in the appointment and transfer of teachers and in all other matters concerning the teaching and administrative and supervisory corps.
- b) The Committee shall conduct studies from time to time, as may appear necessary, regarding the number of teaching and supervisory personnel required to achieve the goals of the system and the salaries and other benefits required to obtain and retain professional personnel of a high caliber. Such studies shall include consultation with the Superintendent and other interested standing committees. The Committee shall report its findings and recommendations to the Superintendent for such use as he/she may require and for transmittal to the Board.

- c) The Committee shall develop methods by which teachers' performance shall be evaluated to determine whether such performance meets the standards developed by the Board so as to entitle the teacher to advancement on the salary schedule if not at the maximum of the applicable schedule.
- d) The Committee shall also develop methods by which the performance of supervisors and administrators shall be evaluated to determine whether such performance meets the standards established by the Board for the administrative or supervisory position to which they are assigned.
- e) The Committee shall be responsible for reporting to the Board the names of those teachers, supervisors and/or administrators who should no longer be employed by the Board on the ground that they have failed to meet the standards established by the Board for their particular position, and should not be advanced to the next step in the applicable salary schedule because of their failure to meet the standards developed by the Board.

#### Committee on School Facilities and Grounds

- a) Subject to Board approval, the Committee on School Facilities and Grounds shall have general authority for the maintenance and operation of all buildings. The Committee shall coordinate the Board's operation of school buildings and other state and local authorities having an interest in the same, such as the Fire Department, the Health Department, the Plumbing Inspector, and the State Board of Education.
- b) The Committee shall supervise the appointment of all employees not otherwise provided for in these Policies, including such extra or part-time help as may be necessary, all in conformity with the Charter of the City of Waterbury, if applicable.
- c) The Committee shall exercise overall supervision of the school bus program. It shall consult with the administrative personnel who are assigned the responsibility of operating the program. The Committee shall conduct periodic studies of the effectiveness of the program and shall submit reports, recommendations, and proposals to the Board for its approval.
- d) The Committee shall present to the Board for its approval all requests for permission to use school buildings for all academic and/or non-academic purposes.

#### Committee on Building

The Committee on Building shall report to the Board upon the desirability of constructing new buildings or enlarging pre-existing facilities. When so instructed by the Board, the Committee shall procure plans and specifications for additions or new facilities and submit them to the Board of its approval.

#### Committee on Finance

- a) The Committee on Finance shall serve the Superintendent in an advisory capacity in conjunction with the preparation of the annual education budget and the Superintendent's presentation of the budget to the Board of Aldermen.
- b) The Committee shall be responsible for reviewing all grants and grant-funded contracts or agreements submitted for Board of Education approval for submission to the State and/or other agency.

- c) The Committee shall be responsible for seeing that the lunch program is running as efficiently as possible, both monetarily and nutritionally, and that it meets State and Federal mandates in regard to the nutrition of the children in the Waterbury Public Schools.
- d) Financial reports of all school entertainment and athletic events shall be reported to the Department of Education's Chief Operating Officer in writing within thirty days of the event and said Officer may control the disposition of the same, provided, that the Athletic Association of each high school may submit an annual financial report at the end of the school year in June, in lieu of monthly reports.

#### Committee on Grievances

- a) The Committee on Grievances shall assist the Board in the Board's determination of grievances. All grievances shall be submitted to the Committee. The Committee, in conjunction with the President of the Board, shall schedule and hold the necessary hearings to comply with any collective bargaining agreement in effect between the Board and duly authorized representative of its employees or a group of its employees.
- b) The Clerk shall be responsible for the preparation and distribution of grievance forms.
- c) Committee members are expected to be present during all grievance hearings.

#### Committee on Legislation

- a) The Committee on Legislation will maintain open communication with State and Federal officials regarding the district's needs and how they may affected by proposed, pending or enacted state and federal legislation.
- b) The Committee will keep the Board abreast of any legislation that could impact the district.
- Approval of the full Board is required for all communications of positions on issues on the Board's behalf.

#### Miscellaneous

Any procedures or provisions not covered by the Charter in the performance of this Board shall be governed by "The Scott, Foresman Robert's Rules of Order, Newly Revised".

### COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP:

Thursday, January 4, 2018 (Wilby)

**BOARD MEETING:** 

Thursday, J

January 18, 2018

TO THE BOARD OF EDUCATION WATERBURY, CONNECTICUT

#### LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES	
S. Hall	WAMS atrium: Tues.,Jan. 23 rd 5-7 pm (Zumba Night/fundraiser)	
M. Rocco	W.Cross gym: Fri., Feb. 9 th 5-9pm (PTA-Valentine Social)	
D. Foster	Reed café: Wed., Jan. 24 th 5:30-7:30pm (Community Forum)	1
PTSO	WAMS café: Fri., April 13 th 5:00-8:30pm (M/S Red Carpet Dance)	
C. Damore	Wilson café: Thurs.,Jan. 18 th 5:30-7:30pm (Parents Workshop)	
M Andeyoit	Duggan gym & café: Jan. 25 th to Mar. 29 th Thursdays 2:30-4:30pm (after-school program)	
J. Reed	WSMS café & music rm.: Saturday, Feb 24 th 8am-2pm (middle school robotics competition)	
S. Hall	WAMS apron stage: 2/21 & 2/22 2-4pm (rehearsal) and 2/23 4-8pm (Teacher Talent Show/fundraiser)	

Approved:	
John Theriault	Robert Henry
	Deputy Superintendent of Schools

## Please give form to Nicole Steck

DEC 1 2- 2017

SCHOOL BUSINESS OFFICE TO: Jara-FROM: The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: Auditorium Swimming Pool Gymnasitum : atrium undraiser

Please note the following provisions:

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

110 V

## SCHOOL PERSONNEL USE ONLY

DATE: 12 4
TO: SCHOOL BUSINESS OFFICE
FROM: (C)
The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:  NAME OF SCHOOL REQUESTED:
Auditorium Gymnasium Swimming Pool Café/Rooms
DATES REQUESTED: FILOU FID. 9
FROM: 5 am/pm TO: am/pm
FOR THE FOLLOWING PURPOSES: 7 2/18
DIA-NOPORTURE DE PORTE
APPLICANT

Please note the following provisions:

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

C:\Users\smccasland1\Documents\SCHOOL reservation form.doc

Cannel FULAR

No contract of the contract of	SCHOOL PERSONNEL USE ONLY DEC - G
	DATE: 12-8-17
TO:	SCHOOL BUSINESS OFFICE
FROM:	Denise Toster
	ERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL ES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:
NAME OI	SCHOOL REQUESTED: Peed
THE RESERVE THE PARTY NAMED IN COLUMN TWO IS NOT THE PARTY NAMED IN COLUMN TWIND TWO IS NOT THE PARTY NAMED IN COLUMN TWO	ITORIUM GYMNASIUM SWIMMING POOL CAFEROOMS
DATES R	EQUESTED: WED January 24th 2018
DECEMBER 1	FROM 5 amon TO 7 amon
FOR THE	FOLLOWING PURPOSES:
Col	umunity Forum-
SNO	w DATE: Wed, Sanuary 3157
	Devise Fosta
	Par Rent a Start  e the following provisions:
Please not	e the following provisions:
When the These arra	public is invited to an activity, police and fire departments must be notified.  Ingements must be made in person at police and fire headquarters.
ED: T	able & chair setup u Lobby
ſ	u Lobby

## Please give form to Nicole Steck

DEC 1 1-2017

## SCHOOL PERSONNEL USE ONLY

			•	date: <u>12</u>	1117	- -
• •	TO:	SCHOOL BUSINES	S OFFICE		· ·	
•	FROM:	PTSO				
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	school hours				<u>.</u> ,	• •
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	Auditor.	ium Gymnas	ium LSw	imming Pool .	Lafé/Rooms	
	DATES REQ	OUESTED: F	ndoy	13th A	pril	· · · · · · · · · · · · · · · · · · ·
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					APPLICANT	
Santa Santa		и и и и и и и и и и и и и и и и и и и		3-		

Please note the following provisions:

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

03/13/2008 10:43 FAX 2035748032

SCHOOL BUSINESS OFFICE

@ DOI SCHOOL PERSONNEL USE ONLY 12/12/17 TO: SCHOOL BUSINESS OFFICE xistina Damae FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS: NAME OF SCHOOL REQUESTED: Loodin Witson School AUDITORIUM GYMNASIUM SWIMINUNG POOL CAFEJROOMS DATES REQUESTED: who attends

Please note the following provisions:

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

ON PERSONNEL LIGHT CARREST

## SCHOOL PERSONNEL USE ONLY

Date:	12/19/17
TO:	School Business Office
FROM:	Duggan School
The undersing hours) as for	igned hereby makes application for use of school facilities (after school
NAME OF S	SCHOOL REQUESTED: Duggan School
Auditori	ium 🗹 Gymnasium 🔲 Swimming Pool 🖾 Café
DATES REC	Sht after school until 4:30pm (thursday only)
	grad after school until 4:30pm (thursday only)
FOR THE FO	OLLOWING PURPOSES:
	Girls Inc. Mix - Winter 2018 session
	Miranda androw Applicant
Please note the	Felton Company of the

### Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY DATE: 12-20-17 TO: FROM: The undersigned hereby makes application for use of school facilities (after regular school hours) as follows: NAME OF SCHOOL REQUESTED: West Side Middle School Cefeteria and Music Room Gymnasium Swimming Pool Café/Rooms DATES REQUESTED: FOR THE FOLLOWING PURPOSES: Middle school robotics

Please note the following provisions:

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

### Please give form to Nicole Steck

SCHOOL BUSINESS OFFICE The undersigned hereby makes application for use of school facilities (after regular

school hours) as follows:

Auditorium Gymnasium	Swimming Pool . Café/i	Rooms
and the second of the second		
DATES REQUESTED: 2/27 -	2/24/18.	· · ·
FROM: 2/21422 20E	am/m) TO: (00)	am/pm)
2/23 40	van 80 pr	n
FOR THE FOLLOWING PURPOSES:		
Teacher Talent	- Show (truntre	áISCK
		· ;:
	A. A.	<u>D</u>

Please note the following provisions:

TO:

FROM:

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



#### **COMMITTEE ON SCHOOL FACILITIES & GROUNDS**

WORKSHOP:

Thursday,

January 4, 2018 (Wilby)

**BOARD MEETING:** 

Thursday,

January 18, 2018

TO THE BOARD OF EDUCATION WATERBURY, CONNECTICUT

#### LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
Bais Yaakov of Waterbury	Rotella aud.: Feb. 5,6,7 6-9pm for rehearsals and
Ita Selengut	Sun., Feb. 11 th for performance with snow date of Feb. 12 th /6-9pm
FreeThem, Inc.	Reed café:Sat.,Jan. 20 th 1:00-5:00pm
Malisa Blasini	(community celebration collaboration)
University of St. Joseph	WAMS classrms.: Mar. 2018 thru Feb. 2020 4:30-8:45 pm
Casey Scriven	(off-campus Masters' classes)

#### REQUESTING WAIVERS:

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

MONIES COLLECTED TO DATE:	\$ 19,265.50	
×		
Approved:		
John Theriault	Robert Henry	
	Deputy Superintendent of Schools	

These activities are completed and have been billed:

Porter & Chester

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

CONTRACT#

APPLICANT HO SCHOOLS NAME OF ORGANIZATION BOOK TOWN OF WARRESTORY
ADDRESS Mr. BUCKING STATE TELEPHONE # 203-800-340/
(street) (city) (state) (zip code)
SCHOOL REQUESTED 10/1/1/4 DATES 21/2 21/2 21/2 ROOM(S) (10/2/1/2/2/2/2)
OPENING TIME PURPOSE PRESIDENT
ADMISSION (If any) (Charge volume of the charge to be devoted to 10 Venture (1985)
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 160 CHILDREN 2000
SIGNATURE OF APPLICANT TO A DATE 12 18 13
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \(\int_{\text{PG}}^{\text{PR}} \frac{\text{JER} \frac{\text{JER} \frac{\text{JER}}{\text{JER}
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)
SCHEDULE OF RATES: CUSTODIAL FEES: 15 1000 ( 3 40 harr
RENTAL FEES: () / Walterburg MON- ONTHE WIND PACAMET)
MISCELLANEOUS FEES: 15 HOUGE GLELAVILLION FOR A \$55 to how
SECURITY DEPOSIT \$ 200 INSURANCE COVERAGE / / YES NO
PLEASE READ THE FOLLOWING CAREFULLY
APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452
CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
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APPROVAL DATE SCHOOL BUSINESS OFFICE
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE ROARD OF EDUCATION AND MAILED TO THE

SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

CONTRACT#

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

APPLICANT MALISO M. BIOSIOI NAME OF ORGANIZATION FREE THEM INC.
The state of the s
ADDRESS 82 Aspect Street, Widerbury CT TELEPHONE # (203) 232 9349.
SCHOOL REQUESTED J. REEd. DATES 120/2018 ROOM(S) Cate / Hall
OPENING TIME 18m CLOSING TIME 52m. PURPOSE Community Celebration Collharchie
ADMISSION (if any) CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 200
SIGNATURE OFAPPLICANT MOUSE PASION DATE 11/14/2017
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: A PORCONDATE OF BOSTON OF THE BO
lees and court costs associated with said proceedings.
SCHEDULE OF RATES: CUSTODIAL FEES: 40 /HR p MS / HE SERVICE PAR BUSY
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$NO
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Doreen Biolo Business Office

Phone: (203) 574-8280 Fax: (203) 574-6703

Dear Ms. Biolo:

FreeTHEM Inc. would like to apply for consideration to use the J. Reed elementary school on 1/20/18 for our  $2^{nd}$  Community Celebration Collaboration event, below you will find a explanation of the goals of the event, the outline of what we plan to provide and why we feel it is important to host this event.

FreeTHEM Inc. Community Celebration Collaboration event is hosted on 1/20/18 to create an event post the holidays that occurred between the months of December and January to provide improvements to the lives of the community members, their families and the overall trust, hope and dignity of our youth. FreeTHEM Inc., wants to unify the diversity of Waterbury's population by creating a warm and inviting atmosphere allowing openings for people to realize that there are similarities within our differences. Additionally, the Waterbury Board of Education is encouraged to host a table allowing participants to learn of other programs and services they can enroll into at the schools.

With sponsorship support we are requesting from TD Bank, we will bring together members of the Waterbury community to embrace various cultural celebrations that are celebrated around December and January, displaying traditional festivities and cultural history behind each theme. Through this opportunity we are able to raise awareness, bond and collaborate with each other gaining the chance to support one another better after learning the similarities; additionally, the trust from the community allows FreeTHEM the opportunity to get participants for the youth services. The core goal of FreeTHEM, Waterbury BOE, and families is the build our youth to be the best they can be as they are our future. This event is themed in positivity, happiness and comfort assisting to break barriers allowing education of the importance of unity for everyone. We want to highlight through unity in our communities we can be the difference we want to feel; that difference allows growth through mutual love for positivity.

In addition, we can greatly increase the Waterbury community's knowledge of the FreeTHEM Inc. work we do to address the needs of Youth, who have parents (caregivers and/or family) with *addiction(s)*, to recycle their exposure to this dreaded disease; thereby assisting youth to Learn, Grow and Love themselves as they nurture their experiences for productive lives. We also want to raise awareness of addiction and aid in removing the stigma of talking about this disease that affects many more lives than most people care to admit.

We welcome this opportunity to partner with BOE as we commonly strive to strengthen the Waterbury community through educating its children, families and the community at large.

MaLisa Blasini, Founder/Executive Director * (203) 518 – 5725 * Freethem.foundation@gmail.com www.http://freethemfoundationinc.com * www.facebook.com/Freethem-Foundation-Inc-164087190695791/https://twitter.com/FreeTHEMInc

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date:

APR 28 7017

FREETHEM INC 82 ROBERT STREET 1ST FLOOR WATERBURY, CT 06710-0000 Employer Identification Number: 81-1953729 DLN: 26053514002517 Contact Person: ID# 31954 CUSTOMER SERVICE Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 170(b)(1)(A)(vi) Form 990/990-EZ/990-N Required: Effective Date of Exemption: January 18, 2016 Contribution Deductibility: Addendum Applies: No

#### Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

FREETHEM INC

sincerely,

scripten a martin

Director, Exempt Organizations Rulings and Agreements

#### DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT CONTRACT#

JAN 2 7 2018

APPLICANT CASEY SCY IVEY  ADDRESS 16 78 ASYLEM AVC. W. Harfford, CT OCHITTELEPHONE # 360.231.56944  (street) (aty) (state) (zip code) I Room Tues & Triur'  SCHOOL REQUESTED Waterbury AMBATESSEE CAICAGO: ROOM(S) & ROOMS WED  OPENING TIME 4:30 pm CLOSING TIME 8:45 pm PURPOSE OFF COMPUS Master's Classe  ADMISSION (If any) W/A CHARGE TO BE DEVOTED TO  APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT, ADULTS 30 CHILDREN M/A  SIGNATURE OF APPLICANT DATE MORESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  DY. Permy Spencer, 16 78 Asylum Ave. 10. Harfford, CT OCHT 860.231.533/  In the event that the Board of Education should need to resort to legal proceedings to collect
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(city) (state) (city) (state) (zip code)   Room Tues & Thur's school requested water bury Artibates See Calence - Room(s) & Room's Wed OPENING TIME 4:30 pm closing TIME 8:45 pm purpose OFF - Campus Master's Classe Admission (if any) N/19   CHARGE TO BE DEVOTED TO    APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT/ ADULTS 20   CHILDREN N/19    SIGNATURE OF APPLICANT   DATE //2/18    PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  Y. Penny Spencer, Note 18 Hsylum Ave. 10: Hartford, CT 04117 860:231:533/2 in the every that the Board of Education should need to resort to legal proceedings to collect
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APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT, ADULTS 00 CHILDREN 177  SIGNATURE OF APPLICANT DATE 1/0/18  PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  Y. Penny Spencer, 1/278 Asylum Ave. (a) Hartford, CT 06117 860-031-533, In the event that the Board of Education should need to resort to legal proceedings to collect
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SCHEDULE OF RATES; CUSTODIAL FEES: # 49/ACA Tracy
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSITS 3.50 INSURANCE COVERAGE YES NO
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## eritanities confanders for

#### Spring 2018, Session 2**

#### Classes begin the week of:

March 5 March 12 March 19 March 26 April 2 April 9 April 16 April 23 April 30

**Spring Break week will coincide with the scheduled break for the off-campus site

#### Summer 2018

#### Classes begin the week of:

May 14 May 21 May 28 June 4 June 11 June 18 June 25

#### Fall 2018, Session 1

#### Classes begin the week of:

August 27 September 3 September 10 September 17 September 24 October 1 October 8 October 15

#### Fall 2018, Session 2*

#### Classes begin the week of:

October 22 October 29 November 5 November 12 November 19 November 25 December 3 December 10

*All Wednesday and Thursday classes will meet on Monday night the week of Thanksgiving.

#### Spring 2019, Session 1

#### Classes begin the week of:

January 7 January 14 January 21 January 28 February 4 February 11 February 18 February 25

#### Spring 2019, Session 2*

#### Classes begin the week of:

March 11 March 18 March 25 April 1 April 8 April 15 April 22 April 29

**Spring Break week will coincide with the scheduled break for the off-campus site

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#### Spring 2020, Session 1

#### Classes begin the week of:

January S

January 13

January 20

January 27

February 3

February 10

February 17

February 28



Please Note: While all efforts will be made to keep to this schedule, this calendar is tentative and subject to change. This page is for illustrative purposes only. This calendar does not take into account class site closings.

*All Wednesday and Thursday classes will meet on Monday night the week of Thanksgiving.

**Spring Break week to be determined. Break will coincide with the scheduled break for the off-campus site.

Cohort XVII 19

# Communications



Packet week ending:

1/2/18



### WATERBURY PUBLIC SCHOOLS

#### LOUISE ALLEN BROWN, J.D., M.P.A., GRANT WRITER

December 20, 2017

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

Re: 2017 General Improvements to Alliance Districts' School Building Grant Program (CT DAS)

Dear President Brown and Board of Education Commissioners:

I am pleased to report that the Connecticut Department of Administrative Services has awarded a grant in the amount of \$2,000,000 for improvements to the Waterbury schools listed on the next page, based upon grant applications I submitted earlier this year in two grant rounds. The Grant Summary describes the project(s) funded for each school in both Rounds 1 and Round 2. On November 29, 2017, the State Bond Commission approved the grant awards. Shannon Sullivan, School Inspector, will be primarily responsible for implementing this grant award.

Very truly yours,

Louise Allen Brown

Grant Writer

cc: Robert Henry Robert Brenker Shannon Sullivan Louise Allen Brown, J.D., M. P. A. WPS Grant Writer December 20, 2017

### Grant Award Summary CT DAS Grant - 2017 Round 1 Approved

School	Amount	Project Description
Bunker	¢150,000	Dlay away d Danla agreement
Hill Bunker	\$150,000	Playground Replacement
Hill	\$105,000	Window Replacement
Chase	\$19,200	Install Video Monitoring System Upgrade
Chase	\$150,000	Playground Replacement
Driggs	\$19,200	Install Video Monitoring System Upgrade
Duggan	\$21,400	Install Video Monitoring System Upgrade
Generali	\$150,000	Playground Replacement
Kingsbury	\$25,000	Exterior Masonry- Repointing and Repair
Reed	\$30,000	Floor Repair (Cracks and Finish)
Reed	\$40,430	Install Video Monitoring System Upgrade
Rotella	\$120,000	Central Air Conditioning Repair
Various	\$100,000	Pre-K and K Bathroom Partitions and Associated Hardware
		(Bucks Hill, Bucks Hill Annex, Bunker Hill, Washington,
		Walsh)
Wallace	\$93,900	Install Video Monitoring System Upgrade
Walsh	\$150,000	Playground Replacement
WAMS	\$42,640	Install Video Monitoring System Upgrade
WCA	\$104,390	Install Video Monitoring System Upgrade
Wilson	\$25,000	Exterior Masonry- Repointing and Repair
Total	\$1,346,160	
		CT DAS Grant -2017 Round 2 Approved
Crosby	\$75,000	Repair/Replace Pool Chlorination/Filtration System
Kennedy	\$75,000	Repair/Replace Pool Chlorination/Filtration System
Wilby	\$75,000	Repair/Replace Pool Chlorination/Filtration System
West Side	\$75,000	Repair/Replace Pool Chlorination/Filtration System
Rotella	\$353,840	Repair and Replace Vinyl Composite Tile (VCT)
Total	\$653,840	
Grand	\$2,000,000.0	
Total	\$2,000,000.0 0	
iotai	U	



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 21, 2017

Brigitte Nido-Aaronson 100 Ridgefield Ave. Waterbury, CT 06705

Dear Ms. Nido-Aaronson:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #20180159) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 4, 2018 at 9:15 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 December 28, 2017 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely.

Cherrie L. Lamb

Senior Human Resources Generalist

CLL/sd

cc Board of Education, Linda Franzese, Director of Food Service, Robert Henry, Dep. Supt. Of Schools



(203) 574-6761

### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 21, 2017

Robin Rose 214 Westbury Park Rd. Watertown, CT 06795

Dear Ms. Rose:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #20180160) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

Sincerely.

Cherrie L. Lamb

Senior Human Resources Generalist

CLL/sd

cc Board of Education,

Linda Franzese, Director of Food Service,

Robert Henry, Dep. Supt. Of Schools



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 21, 2017

Terri Brooks 97 Hickory Lane Wolcott, CT 06716

Dear Ms. Brooks:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper (Req. #20180154) at \$13.09 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

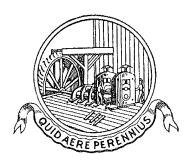
Sincerely,

Cherrie L. Lamb

Senior Human Resources Generalist

CLL/sd

cc Board of Education, Linda Franzese, Director of Food Service, Robert Henry, Dep. Supt. Of Schools



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 21, 2017

Elizabeth Guisto 419 Frost Rd., Apt. 1 Waterbury, CT 06705

Dear Ms. Guisto:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2017433) at \$13.64 per hour.

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

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

We have scheduled your orientation for Thursday, December 21, 2017 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 December 22, 2017 at your regular scheduled time. Please call Denise Carroll 203-574-8035.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Cherrie L. Lamb

Senior Human Resource Generalist

CLL/sd

cc: Board of Education

Robert Henry, Deputy Supt. of Schools Linda Franzese, Food Serv. Director



(203) 574-6761

### The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 27, 2017

Mary Ryan 804 Washington Ave. Waterbury, CT 06708

Dear Ms. Ryan:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2018174) at \$13.64 per hour.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Scott Morgan

Director of Human Resource

SM/sd

ce: Board of Education

Robert Henry, Deputy Supt. of Schools Linda Franzese, Food Serv. Director



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 27, 2017

Franchesca Rivera 47 Manville St. Waterbury, CT 06704

Dear Ms. Ryan:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2016020A) at \$13.64 per hour.

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

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Scott Morgan

Director of Human Resource

SM/sd

cc: Board of Education

Robert Henry, Deputy Supt. of Schools Linda Franzese, Food Serv. Director



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 27, 2017

Lubna Azam 320 Colonial Ave. Waterbury, CT 06704

Dear Ms. Azam:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2018269) at \$13.64 per hour.

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

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

We have scheduled your orientation for Thursday, January 4, 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 January 5, 2018 at your regular scheduled time. Please call Denise Carroll 203-574-8035.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

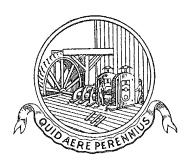
Scott Morgan

Director of Human Resource

SM/sd

cc: Board of Education

Robert Henry, Deputy Supt. of Schools Linda Franzese, Food Serv. Director



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 27, 2017

Jennifer Santiago 120 Newport Dr. Waterbury, CT 06705

Dear Ms. Santiago:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2018213) at \$13.64 per hour.

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

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

We have scheduled your orientation for Thursday, January 4, 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 January 5, 2018 at your regular scheduled time. Please call Denise Carroll 203-574-8035.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Scott Morgan

Director of Human Resource

SM/sd

cc: Board of Education

Robert Henry, Deputy Supt. of Schools Linda Franzese, Food Serv. Director



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 27, 2017

Ester Biney 49 Hewey St. Waterbury, CT 06708

Dear Ms. Biney:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2018215) at \$13.64 per hour.

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

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

We have scheduled your orientation for Thursday, January 4, 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 January 5, 2018 at your regular scheduled time. Please call Denise Carroll 203-574-8035.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Ścott Morgan

Director of Human Resource

SM/sd

cc: Board of Education

Robert Henry, Deputy Supt. of Schools Linda Franzese, Food Serv. Director



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 27, 2017

Nola Santiago 134 Hill St. Waterbury, CT 06704

Dear Ms. Santiago:

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 #2018044) at \$10.45 per hour.

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

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

We have scheduled your orientation for Thursday, January 4, 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 January 5, 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.

Scott Morgan

Director of Human Resources

SM/sd

Sincere

cc: Board of Education Robert Henry, Dep.

Robert Henry, Dep. Supt. of Schools Linda Franzese, Food Serv. Director



(203) 574-6761

#### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 27, 2017

Xhemile Zhuleku 21 Tedesco Dr. Waterbury, CT 06708

Dear Ms. Zhuleku:

We are pleased to receive your acceptance of our offer of employment for the position of Lunch Aide @ Washington Elementary School for the Department of Education – Food Service (Requisition #2018297) at \$10.45 per hour.

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

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

We have scheduled your orientation for Thursday, January 4, 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 January 5, 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.

ott Morgan

Director of Human Resources

SM/sd

cc: Board of Education

Robert Henry, Dep. Supt. of Schools Linda Franzese, Food Serv. Director



(203) 574-6761

### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 27, 2017

Antonino Mogavero 92 Hillside Ave. Shelton, CT 06484

Dear Mr. Mogavero:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #2017268) at \$14.91 per hour. Please contact Shannon Sullivan, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 4, 2018 at 9:15 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 January 5, 2018 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Scott Morgan

Director of Human Resources

SM/sd

cc Board of Education Shannon Sullivan, Schl Inspector Robert Henry, Dep. Supt. of Schools



(203) 574-6761

### The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 27, 2017

Joseph Cicchiello, Sr. 22 Lincolndale Dr. Waterbury, CT 06704

Dear Mr. Cicchiello, Sr.:

Your name is being certified to the Education Department for the position of Maintainer II (Req. #2016349) at \$17.38 per hour. Please contact Shannon Sullivan, School Inspector to discuss the details of the position. The telephone number is (203) 574-8013. Failure to call the above named individual by January 3, 2018 will result in your name being removed from the eligibility list.

We have scheduled your orientation for Thursday, January 4, 2018 at 11:15 a.m. at the Department of Human Resources, 236 Grand Street in Waterbury. You must attend the orientation session in order to be certified to this position. Your first day reporting to your new position is January 4, 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. If you have not done so prior, you will 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. If you have any questions regarding these requirements, please call us prior to the orientation session.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Scott Morgan

Director of Human Resources

SM/sd

cc: Board of Education Shannon Sullivan, Schl Insp. Robert Henry, Dep. Supt of Schools file



(203) 574-6761

### The City of Waterbury Connecticut

Department of Human Resources
Office of the Civil Service Commission

December 27, 2017

Jared Cabral 115 Pinehurst Ave. Waterbury, CT 06705

Dear Mr. Cabral:

Your name is being certified to the Education Department for the position of Maintainer II (Req. #2017256) at \$16.73 per hour. Please contact Shannon Sullivan, School Inspector to discuss the details of the position. The telephone number is (203) 574-8013. Failure to call the above named individual by January 3, 2018 will result in your name being removed from the eligibility list.

We have scheduled your orientation for Thursday, January 4, 2018 at 11:15 a.m. at the Department of Human Resources, 236 Grand Street in Waterbury. You must attend the orientation session in order to be certified to this position. Your first day reporting to your new position is January 4, 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. If you have not done so prior, you will 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. If you have any questions regarding these requirements, please call us prior to the orientation session.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Scott Morgan

Director of Human Resources

SM/sd

cc: Board of Education Shannon Sullivan, Schl Insp. Robert Henry, Dep. Supt of Schools file

#### **Carrie Swain**

From: Robert Goodrich <rgoodrich@racce.net>

Sent: Thursday, December 21, 2017 5:37 PM

To: ANN SWEENEY; Carrie Swain; CHARLES L. STANGO; ELIZABETH BROWN; JUANITA

HERNANDEZ; JOHN THERIAULT; JASON VAN STONE; KAREN HARVEY; Neil O'Leary;

THOMAS VAN STONE SR.; CATHY AWWAD; MELISSA SERRANO ADORNO

**Subject:** Hiring Process for New Superintendent

Attachments: RACCECOMBOE122117.pdf

#### Dear Commissioners

The hiring of the next superintendent of schools will determine the quality and effectiveness of education for current and future students attending the Waterbury Public Schools. Ultimately this decision has the potential to positively impact every aspect of life in Waterbury. As the elected officials and city employees who have been chosen to guide this process, we urge you to be thorough, transparent and remain steadfastly committed to hiring an educator who can lead, innovate, and is willing to take risks to meet the complexities and challenges our students and educators face every day.

The next superintendent of schools will need the support and trust of our entire community to transform our schools. We firmly believe the only way to do that is to democratize the hiring process. We believe this can be accomplished by executing these best practices:

- The hired consultant must be tasked with developing and conducting a thoughtful, timely process for gathering Board, staff, parent and community input for the establishment of criteria for the selection process.
- * The business community, members of the clergy, non-profit support agencies, and most importantly parents must have the opportunity to interact with candidates in a private setting and be given the opportunity to provide feedback to the decisions makers on each candidate.
- An independent body with no official connection to the schools, elected officials, or city employees must be allowed to conduct at least three community forums where finalists can address a broad range of topics concerning the Waterbury Public Schools.

We remain passionately committed to advocating for school improvements that ensure positive outcomes for all students but specifically for the historically underserved and under-protected students. This includes the process of hiring the next superintendent of schools. We believe we can successfully facilitate the community forums and successfully create a rubric for community feedback as well as aggregate the survey data through an easily accessible medium. We can be reached via phone or email as indicated below to further discuss these recommendations.

*We have attached a pdf of this communication. We request that it be added to the minutes of the 12/21/17 BOE meeting.

Regards,

Robert M. Goodrich Co-Founder R.A.C.C.E. Radical Advocates for Cross-Cultural Education (203) 597-7456

rgoodrich@racce.net

Like us on Facebook: www.facebook.com/RACCEWtby

Twitter: @raccewtby Website: <u>racce.net</u>

"The obligation of anyone who thinks of himself as responsible is to examine society and try to change it and to fight it – at no matter what risk. This is the only hope society has. This is the only way societies change..."

~James Baldwin~

#### Check out the Wrap-up of #BCREC2017

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### R.A.C.C.E.

Challenging systems of oppression by advocating for culturally competent educational practices.

#### RADICAL ADVOCATES FOR CROSS-CULTURAL EDUCATION

Board of Education Commissioners Board of Education, City of Waterbury Waterbury, CT 06702 December 21, 2017

Re: Hiring Process of Waterbury Public Schools' Superintendent

#### Dear Commissioners

The hiring of the next superintendent of schools will determine the quality and effectiveness of education for current and future students attending the Waterbury Public Schools. Ultimately this decision has the potential to positively impact every aspect of life in Waterbury. As the elected officials and city employees who have been chosen to guide this process, we urge you to be thorough, transparent and remain steadfastly committed to hiring an educator who can lead, innovate, and is willing to take risks to meet the complexities and challenges our students and educators face every day.

The next superintendent of schools will need the support and trust of our entire community to transform our schools. We firmly believe the only way to do that is to democratize the hiring process. We believe this can be accomplished by executing these best practices:

- * The hired consultant must be tasked with <u>developing</u> and <u>conducting</u> a thoughtful, timely process for gathering Board, staff, parent and community input for the establishment of criteria for the selection process.*
- The business community, members of the clergy, non-profit support agencies, and most importantly parents must have the opportunity to <u>interact</u> with candidates in private setting and be given the opportunity to provide feedback to the decisions makers on each candidate.
- An independent body with no official connection to the schools, elected officials, or city employees must be allowed to <u>conduct</u> at least three community forums where finalists can address a broad range of topics concerning the Waterbury Public Schools.

We remain passionately committed to advocating for school improvements that ensure positive outcomes for all students but specifically for the historically underserved and under-protected students. This includes the <u>process</u> of hiring the next superintendent of schools. We believe we can successfully facilitate the community forums and successfully create a rubric for community feedback as well as aggregate the survey data through an easily accessible medium. We can be reached via phone or email as indicated below to further discuss these recommendations.

Sincerely,

Arlene Young, Chantae K. Campbell and Robert Goodrich Founders of RACCE

^{*} Washington State School Directors Association's Superintendent Search Guide, Michael R. Boring, Ed. D., 2011. Accessed via: https://files.eric.ed.gov/fulltext/ED521565.pdf

#### **Carrie Swain**

From:

Theresa DeMars <CABE@embrams-mail.com>

Sent:

Friday, December 22, 2017 7:23 AM

To:

Carrie Swain

Subject:

CABE Policy Highlights 12-22-2017

**Attachments:** 

December 22 2017.pdf



Hello,

Attached you will find *CABE's Policy Highlights Publication* for **December 22, 2017**. 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 <u>clicking here</u>.

To unsubscribe to this publication, please email Terry DeMars at <a href="mailto:tdemars@cabe.org">tdemars@cabe.org</a> 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

December 22, 2017

Volume 17 - Issue #13

Website Accessibility for the Disabled: As more essential information is published online, an important issue for local governments, including school districts, is the accessibility of web content to citizens whose disabilities inhibit their use of the web. Many people with disabilities use "assistive technology" to enable them to use computers and access the Internet. Blind people who cannot see computer monitors may use screen readers which are devices that speak the text that would normally appear on a monitor. People who have difficulty using a computer mouse can use voice recognition software to control their computers with verbal commands. People with other types of disabilities may use still other kinds of assistive technology, which are continually being introduced.

Improperly designed websites can create unnecessary barriers for those with disabilities, just as an improperly designed building can prevent a disabled person from entering. Features built into a web page can assist disabled individuals.

School districts are subject to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, and its implementing regulations at 34 C.F.R. pt. 104, and Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §12131, et seq., and its implementing regulation at 28 C.F.R. pt. 35. These impose the obligation on school districts to make the content of their websites accessible to disabled individuals.

Jessica Scheckton, BOCES Assistant Director of Communication and Public Relations, stated, "For a website to be accessible for users it must be perceivable, operable in terms of interface and navigation, and understandable." Simply put, website accessibility means that "people with disabilities can access the web." This definition comes from the Web Accessibility Initiative, a project of the international standards group called the World Wide Web Consortium.

The federal Department of Justice, because of the above cited laws, has made rulemaking addressing Web accessibility a high priority. The impetus for this priority is the increasingly interconnected and dynamic nature of Web sites which allows for easy and convenient access to programs, services, and activities of public entities covered by the ADA. Individuals with disabilities are often denied equal access to the services, programs, and services of state and local governments because the public entities' Web sites are inaccessible.

School districts that fail to comply with these obligations may find themselves being investigated by the U.S. Department of Education's Office of Civil Rights (OCR). Presently, OCR is not randomly auditing school district websites or initiating investigations without a complaint being filed against a district by a third party. Most complaints received by OCR focus on accessibility issues for individuals with hearing and visual impairments. However, barriers may also exist for

disabled individuals with other physical or cognitive disabilities. OCR has the authority under law to demand from any agency that receives federal funding the information necessary to determine whether such agency is in compliance with the anti-discrimination regulations.

The New York State Association of School Attorneys, in material published for the New York State School Boards Association, indicated that according to OCR, the most common issues are that:

Some important website content can only be accessed using a computer mouse, which means that content is not available to those who are blind, many who have low-vision, and those with disabilities affecting fine motor control.

- Parts of the website use color combinations that make text difficult or impossible for people with low vision to see.
- Videos are not accurately captioned, so they were inaccessible to people who are deaf.

The question, in light of the legal requirements, is how to make school district websites ADA compliant. An accessible website is one that meets the standards specified by law. It means that those with disabilities need to be able to use assistive technology to navigate your website. Two resources available to guide web developers and school personnel in managing websites are the Section 508 Standards and the more comprehensive resource called the Web Content Accessibility Guidelines (WCAG), developed by the World Wide Web Consortium (W3C).

Access to information is considered a civil right. Section 508 is the federal law that mandates the use of electronic accessibility while the WCAG develops interoperable technologies to guide the Web to its full potential. Section 508 and WCAG promote coherent navigation, legible presentation, complimentary colors and a consistent layout for websites.

To help disabled individuals to use any website, use is made of assistive technologies such as JAWS, ZoomText, Window-Eyes, VoiceOver or NVDA screen readers. These tools, often built into specialized web browsers, can automatically read text and describe the content of images for the blind. Other tools expand the size of text or control screen color for people with impaired vision. Other assistive technologies allow deaf users to receive a translation of an audio transmission. However, for assistive technologies to work, the web page must be created following either Section 508 or W3C standards.

It is recommended that districts seek compliance with two widely recognized international standards. The first is the World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. These guidelines seek to explain the ways which agencies can insure their web content is accessible to individuals with disabilities. The other set of standards is the Web Accessibility Initiative Accessible Rich Internet Applications Suite (www.w3.org/WAI/intro/aria) which provides agencies with the tools necessary to ensure the accessibility of complex web interfaces (i.e., "dynamic content and advanced interface controls developed with Ajax, HTML, and JavaScript and related technologies").

Initially, districts should assess if the material on its website is currently accessible to individuals with disabilities. This should be done using the "Benchmarks for Measuring Accessibility" standards. If the district is unable on its own to make such a determination, it should enlist the help of an outside vendor with the required expertise. An action plan should be developed to correct any existing online barriers to accessibility that includes a timeline for compliance. The

complexity of this issue makes it likely that districts will utilize the services of a technology provider to accomplish the required accessibility.

Further, the district should develop and adopt an accessibility policy and post a notice to persons with disabilities about how to request access to online information or functionality that is currently inaccessible.

#### **Policy Implications**

A new policy has been developed pertaining to this important topic. Policy #6141.3221, "Website Accessibility." It is available upon request from the CABE Policy Department. The Appendix to the policy contains sample "Website Accessibility Statements." This is considered an optional policy for inclusion in the district's policy manual.

In addition, existing policy #6141.322, "Websites/Pages," and its accompanying administrative regulation have been revised to include language pertaining to website accessibility for the disabled. Copies are available. These remain optional for inclusion in a district's policy manual.

At the close of another year, we gratefully pause to again wish you a beautiful and happy Holiday Season and a New Year of peace and happiness. Whatever is beautiful, whatever is meaningful, whatever brings happiness, may it be yours this holiday season and throughout the coming year.

Thank you for your friendship, good will, loyalty, cooperation and your tireless efforts, individually and collectively, to support education and to benefit students throughout the year. The good will of those we serve remains the foundation of our success. May the happiness and good cheer of the Holiday Season be yours throughout the New Year.



**CABE** Policy Department

Sincerely,

The CABE Policy Department: Pam, Terry, Len and Vin

Connecticut Association of Boards of Education ~ 81 Wolcott Hill Road, Wethersfield, CT 06109 ~ 860-571-7446