



# Driggs Elementary School

Est 1899



# Introducing the Driggs STORM

Driggs' Eagles

*S- Safety First*

*O- Observe the Expectations*

*A- Always Be Kind*

*R- Respect Yourself and Others*





## DRIGGS SCHOOL MISSION:

Driggs School is committed to strengthening our *partnership* between students, parents, teachers, administration, and community to positively impact student performance. We will provide a *supportive and inspiring environment* where all students are motivated to reach their fullest potential in purposefully designed opportunities to achieve both *academic and personal excellence*. Our educators are committed to providing effective instruction developed from a **rigorous** core curriculum. Through reflective learning experiences our students will build *personal expectations* to be resourceful, inquiring and contributing global citizens. We strive to foster learning that enables students to *discover and explore their gifts and talents*, and to value and *respect* each other's uniqueness.



# A Sample of Driggs School Culture

In responses to student and staff surveys...

- 90 % of students who responded to the survey would recommend a friend to come to Driggs.
- 70% of the students responded that they feel safe at Driggs.
- 67% of staff said that they would recommend a colleague to work at Driggs or already have.
- 85% of staff responded that they DO NOT contemplate transferring when lateral positions are posted.
- 100% staff retained from 2014-15 school year



# 2015 Parent Survey Open Ended Results

Each finishes the sentence:

*What I like most about Driggs School is...*

I feel like both teachers my daughter has had are awesome. She learns so much, and I love to see her smile and not complaining about going to school.

*The extra help that they offer for children that are struggling.*

The professional, supportive & welcoming nature of the staff.

*They have zero tolerance for bullying and they support the kids even in their home life.*

The teachers and staff.

I also love the effort that teachers make to improving and empowering their students.



# Goals and Results 2014-2015

Area of Focus	Goal Set	Results
Chronic Absenteeism	Chronic absenteeism for students in grades K-5 at Driggs decrease by 8%	Successful, met goal
Reading Proficiency	66% of k-5 students at Driggs School will show growth by a category or remain at benchmark from BOY to EOY on phonemic awareness and phonics DIBELS' measures.	According to EOY mClass results, 91% of kindergarten students moved up a category or remained at benchmark and 74% of first grade students moved up or remained at benchmark.
Math Practices	By May 1, 2015, 60% of students continuously enrolled in grades 3-5 will demonstrate at least one level growth or maintain "Meets Expectations" by EOY District created common formative assessment centering on procedural fluency, conceptual understanding, and productive disposition towards mathematics.	According to CFA #7 data, exactly 60% of 3-5 grade students either moved up a category or remained at benchmark on the math CFAs.
Parent Survey	88 % of respondents of the school survey will agree or strongly agree to the statement, "I would recommend this school to another family."	According to survey results, 88% of parents agreed or strongly agreed with the statement "I would recommend my school to another family."



# Goal 1: Improving Attendance Recognition for Attendance

## PERFECT ATTENDANCE DAY 1

*A recent study looking at young children found that absenteeism in kindergarten was associated with negative first grade outcomes such as greater absenteeism in subsequent years and lower achievement in reading, math, and general knowledge.<sup>2</sup>*

Your child has started off this year with perfect attendance.

### Effective parenting tips:

- Ask your child what they learned today
- Read to them, have them read to you or another person in the house.

Romero, M., and Lee, Y. (2007). *A National Portrait of Chronic Absenteeism in the Early Grades*. New York, NY: The National Center for Children in Poverty.



# Goal 2 & 3: Improving Academics

- Revised block schedule to increase the amount of intervention led by highest qualified teachers and inclusion of small group for math.
- Promotion of PLC- teachers recognizing strengths in others.
- Regular calibration of progress monitoring and mClass assessments.
- Creating walk through/feedback form.
- Our literacy facilitator serves as a District Foundations Coordinator.

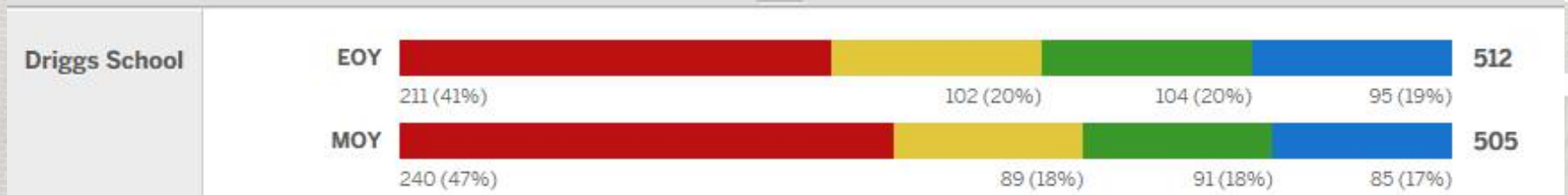
Kindergarten Red <i>Abarrna, Connolly, Gomez, Owens</i>	Kindergarten Blue <i>Ruffin, Wright</i>	First Grade Red <i>Bartoletti, Ijomah</i>	First Grade Blue <i>Card, Morzotto, Weed</i>	Grade 2 Red <i>Blake, Deslauriers</i>	Grade 2 Blue <i>Dorso, Quezada</i>	Grade 3	Grade 4	Grade 5
Intervention 8:10-8:55	Special 8:10-8:55	Core ELA 8:05-9:05	Fundations 8:10-8:40	Math 8:10-9:00	Math 8:10-9:00	Special 8:10-8:55	Core ELA 8:10-9:10	Math 8:10-8:55
Core ELA 8:55-9:55	Math 8:55-9:50	Intervention 9:05-9:50	Core ELA 8:40-9:40	Special 9:00-9:45	Special 9:00-9:45	Core ELA 8:55-9:55	ELA- Small group 9:10-9:50	Math Small Group 8:55-9:30
ELA-Small Group 9:55-10:35	Intervention 9:50-10:35	Fundations 9:50-10:20	ELA-Small Group 9:40-10:20	Math- Small Group 9:45-10:20	Fundations 9:45-10:30	ELA-Small Group 9:55-10:40	Intervention 9:50-10:35	Recess 9:30-9:50
Lunch 10:35-11:00	Lunch 10:35-11:00	Recess 10:20 -10:40	Recess 10:20-11:40	Fundations 10:20-11:05	Math- Small Group 10:30-11:05	Recess 10:40-11:00	Special 10:40-11:25	Special 9:50-10:35
Recess 11:05-11:25	Recess 11:05-11:25	ELA-Small Group 10:45-11:30	Intervention 10:40-11:25	Lunch 11:05-11:30	Lunch 11:05-11:30	Math 11:00-11:45	Writing 11:30-12:05	Intervention 10:40-11:25
Fundations 11:25-12:05	Fundations 11:25-11:55	Lunch 11:25-12:00	Lunch 11:25-12:00	Recess 11:25-11:55	Recess 11:25-11:55	Math- Small Group	Lunch 12:05-12:30	Core ELA 11:25-12:05



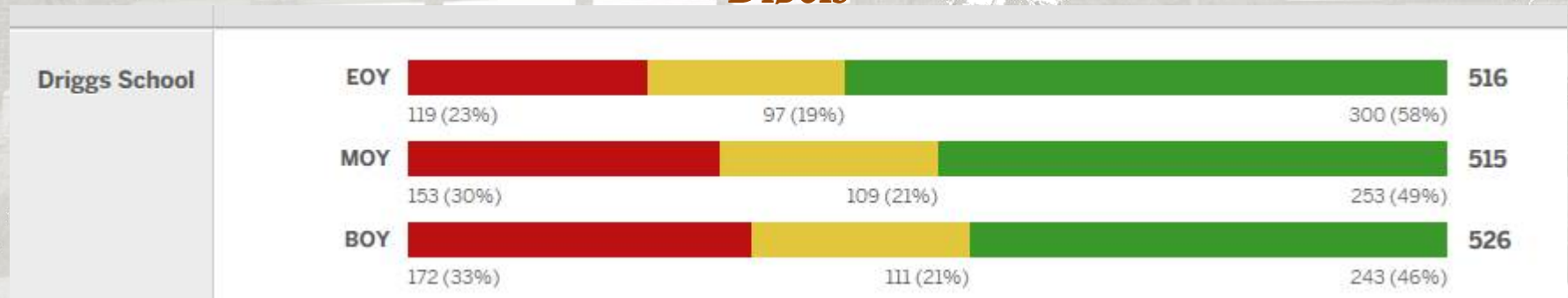
# Academic Celebrations

- Driggs was recognized by Reading Department and Foundations for grade 1 mClass achievement and implementation fidelity, respectively.
- Grade 4 was recognized for their achievement on Smarter Balanced.

## TRC



## Dibels





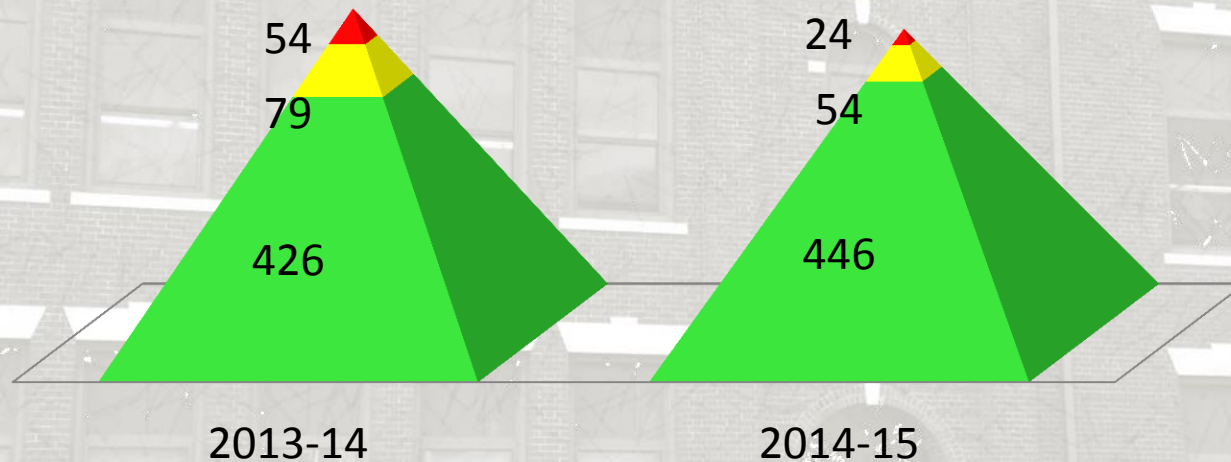
# Goal 4: Increase School Safety and Positive Climate

- Contracted basketball program
- STORM
- Leveled PBIS Incentives:
  - Daily, Weekly, Monthly, Quarterly, and Yearly
- Weekly Support Staff meeting discuss individuals
- New this year “Blue” recognition
- Each student is tracked on monthly chart
- Focus on Choice and Consequence



# Behavior Comparison

## 2013-14 v 2014-15 Referrals by Tiers

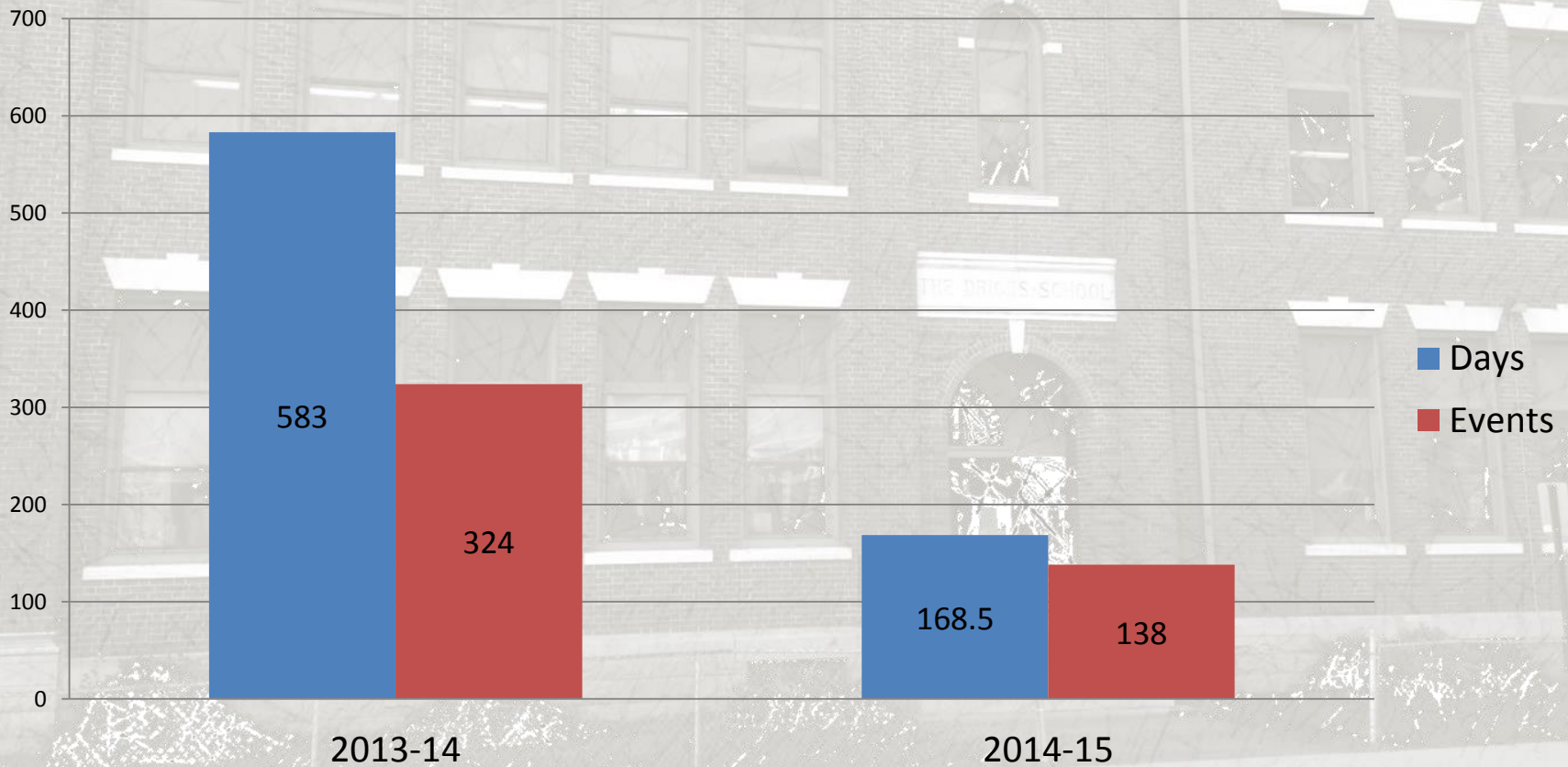


**Tier 3. 3+ Referrals**  
**Tier 2. 1-2 Referrals**  
**Tier 1. 0 Referrals**

Percent of Population	
2014	2015
10%	5%
14%	10%
76%	85%



# 2013-14 vs 2014-15 ISS/OSS Comparison



# Building Community

- Spanish Heritage Month
  - Pot Luck Dinner & Luannelly's Dance Team/Customs
- Harvest Festival
- Winter & Spring Movie Night
- **Community Clean Up at Driggs**
- Turkey Basket Giveaway
- Breakfast & Picture with Santa
- Dr. Seuss Birthday Celebration
- **Veteran's Celebration**
- Community Awareness at Chase Park House
- Collaboration with Pomperaug High School, Hopeville, Rotella, West Side and Duggan
- Boy Scouts/Girl Scouts
- **Features on New York Times travel show "36 Hours"**
- **Career Day**





# Developing Partnerships

- PAL
- Grady and Riley
- Stop and Shop
- Costco(book bags)
- Ronalter Foundation
- Waterbury Spirit John Bale Bookstore
- Staywell Health Clinic– 356 currently enrolled
- 46 Students enrolled in Food Bank “Back Pack Program”



# Afterschool Programs



GREATER WATERBURY YMCA



**WATERBURY**  
Public Schools

*Today's Students, Tomorrow's Leaders*

**USTA**  
find yourself in the game

**EASTERN**

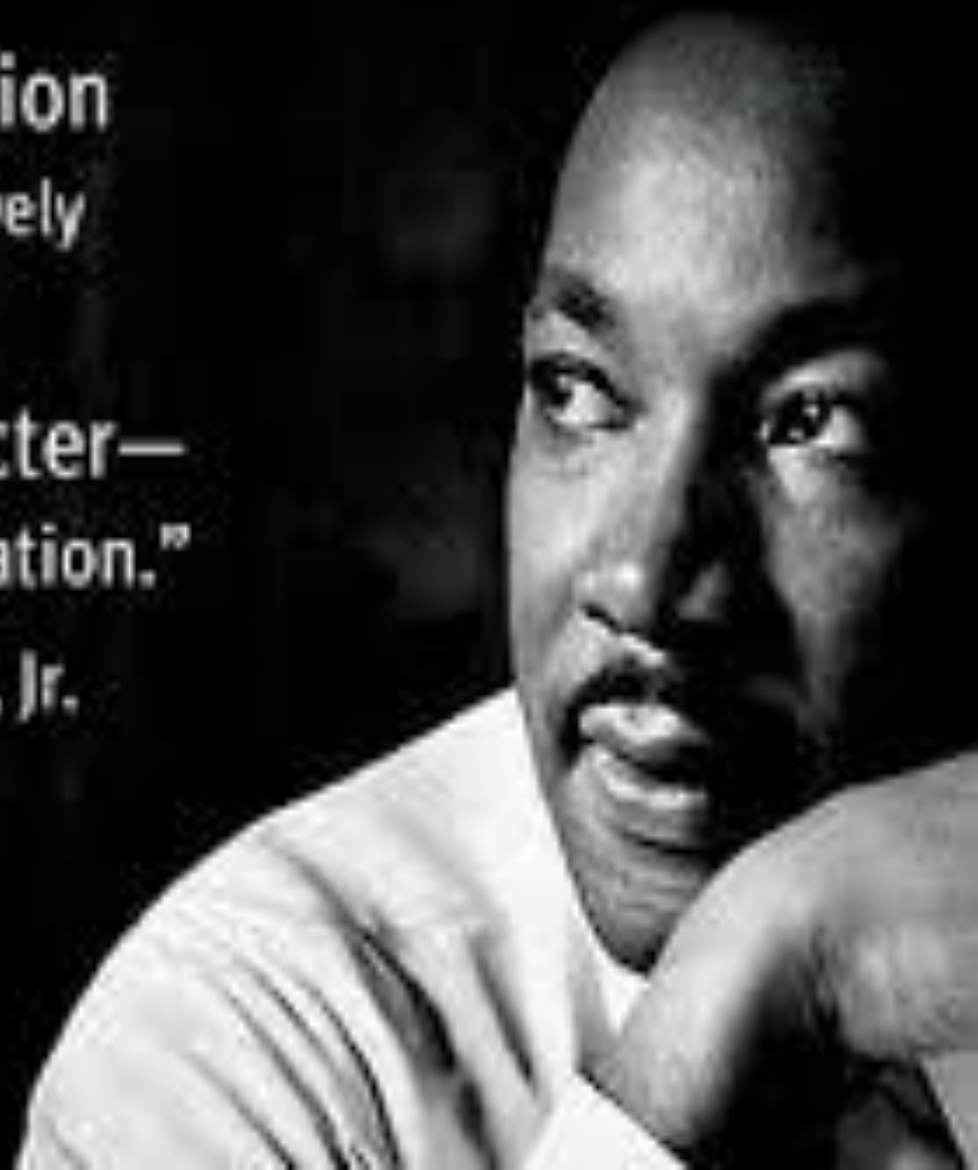
To Promote and Develop the Growth of Tennis



“The function of education  
is to teach one to think intensively  
and to think critically.

Intelligence plus character—  
that is the goal of true education.”

— Dr. Martin Luther King, Jr.



#2

Memorandum

**To:** Paul Guidone, Chief Operating Officer & Chief of Staff  
Waterbury Department of Education

**From:** Bruce Turbacuski, Senior Program Manager  
O&G Industries, Inc.

**Date:** September 21, 2015

**Subject:** **Applications for School Construction Funds in 2016 –  
Proposed Schedule for Submission of State Form ED049**

The following is the proposed schedule for submitting one or more new PreK-8 elementary school project grant applications (State Form ED049's) to the Office of School Facilities (OSF) by the June 30, 2016 deadline. The schedule is based upon the School Building Committee (SBC) recommending which project(s) to move forward on by November 19, 2015.

- 11-19-15 SBC Project Recommendations
- 11-20-15 thru 12-4-15 Procure Consultant for Site Search & Selection
- 12-7-15 thru 2-11-16 Site Search & Selection
- 12-3-15 thru 3-4-16 Develop Educational Specifications
- 2-15-16 thru 3-4-16 Develop Project Budgets
- 3-10-16 SBC Review of Budgets
- 3-14-16 thru 3-28-16 Assemble Form ED049's
- 3-31-16 SBC Review of ED049's
- 4-14-16 Present SBC approved projects to Board of Education at Workshop
- 4-21-16 Obtain Board of Education Approval of ED049's
- 4-25-16 thru 4-29-16 BOE/BOA Joint Meeting to discuss Projects
- 4-25-16 thru 6-3-16 Develop Enrollment Projections for Projects
- 4-28-16 Submit ED049's to City Clerk for 5-23-16 Board of Aldermen Meeting
- 5-9-16 Present ED049's to Board of Aldermen
- 5-23-16 Public Hearing - Board of Aldermen
- 5-23-16 Obtain Board of Alderman Approval of ED049's
- 6-6-16 thru 6-21-16 Assemble ED049 Submission Documents; Obtain Signatures
- 6-9-16 Present enrollment projections to Board of Education at Workshop
- 6-16-16 Obtain Board of Education Approval of enrollment projections
- 6-22-16 File Electronic Version of ED049's/Mail ED049's to OSF

Feel free to contact me if you have any questions regarding the above.

CC: Jeff Cugno – O&G Industries, Inc.  
Ray Wiley – O&G Industries, Inc.  
Mark Sedensky – O&G Industries, Inc.  
File



## SECTION 5 – ALTERNATIVES





The logical starting point for the alternatives was to explore one new PK-8 school at two sections per grade located in the East End, a proposal that was shelved in 2014 for further study. A test-fit was conducted using the 2019-2020 school year as a benchmark to gauge the impact at the elementary and middle school levels.

Figure 43

Projected Seat Deficit 2019-20

	Projected Seat Deficit 2019-20			Projected Seat Deficit 2019-20	
PK-5	-368	<i>With one new 2 section per grade PreK- 8 school</i> 		PK-5	3
PK-8	-9			PK-8	-9
6-8	-462			6-8	-303
	<b>-839</b>				<b>-309</b>

Source: Prepared by MMI. 08/2015.

Although a good starting point, the test-fit revealed that there would not be enough initial space gain, and Waterbury Public Schools would continue to shift overcrowding between middle and elementary schools.

## OPTION A

Option A calls for the construction of two new PK-8 neighborhood schools and the renovation of Wendell Cross and Kingsbury schools to the PK-8 model. Each new or renovated school would have two sections per grade, resulting in a functional capacity of 477 students (based on 90% utilization), and a maximum capacity of 530 students (based on 100% utilization). The estimated total costs for Option A range from \$176.4 million to \$198.9 million, of which Waterbury would be responsible for \$47.0 million to \$51.9 million.

During the initial phase of the project, two new schools would be built in the North and East Quadrants of the city, where overcrowding is most problematic. Suitable locations for new schools will need to be identified. It is anticipated that the new schools would be open in time for the 2020-2021 school year and would reduce the projected deficit of -821 seats to a surplus of 133 seats. The North Quad School would relieve overcrowding at Regan, Sprague, and North End Middle School while the East Quad School would alleviate overcrowding at Generali, Chase, and Wallace Middle School. Following the completion of the two new schools, Wendell Cross School and Kingsbury School would be renovated and expanded to PK-8 neighborhood schools, further relieving overcrowding at the Middle School level. The two renovation projects, which are expected to be completed in time for the 2022-2023 school year, would increase the surplus to 362 seats, the largest of any option. The modest seat surplus at the end of the project horizon could serve as swing space for future school renovations, or support the conversion of additional schools to the neighborhood-based PK-8 model.

In addition to addressing overcrowding, Option A would also provide an opportunity to better align district boundaries in the North and East Ends of the city with existing neighborhoods. Redistricted areas are limited to the new or renovated schools and their adjacent attendance zones. Generally, these redistricted areas better align with existing neighborhoods. For example, students in the Hamilton Park neighborhood are currently split between several schools, including Gilmartin, Hopeville, Chase, Generali, Walsh, and Wendell Cross. The construction of the new East Quad School would allow these students to attend the same neighborhood school.

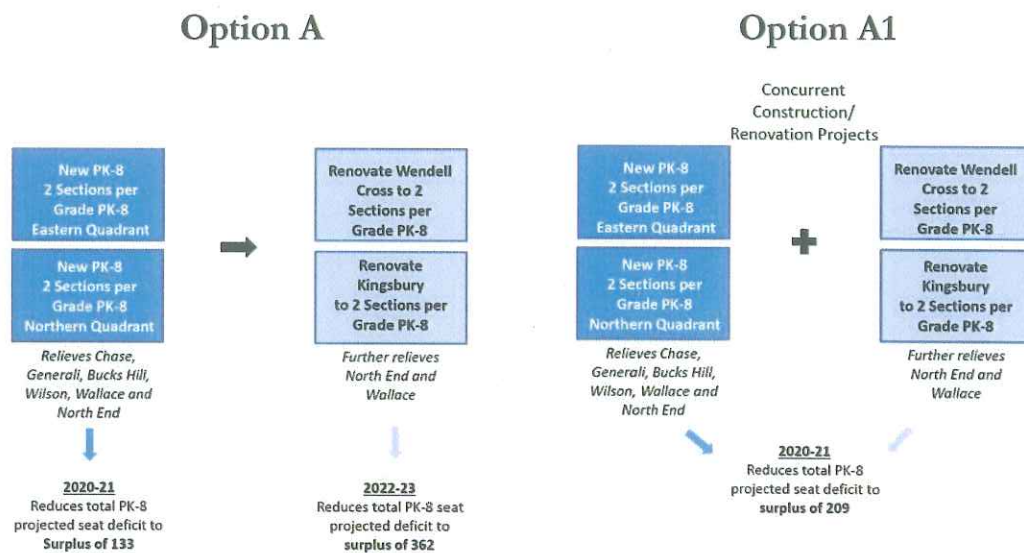


### OPTION A1

Option A1 is identical to Option A, but has all four construction and renovation projects occurring concurrently. Option A1 would result in a 209-seat surplus by the time it is completed in the 2020-2021 school year. While offering a large and timely seat surplus, Option A1 has many challenges, including the simultaneous funding and management of four construction projects. In addition, it will be challenging to identify ample swing space for students during the construction period.

Figure 44

Option A and A1



Notes: Options presented assume the following for both renovation and new construction----

2 sections/grade school = max capacity of 530 at 100% utilization;

3 sections/grade school = max capacity of 795 at 100% utilization.

Source: Prepared by SLAM and MMI. 08/2015.

**Table 15 Option A and Option A1 Enrollment Impacts**

School	Functional Capacity	Existing Conditions			Option A			Net Change in Students
		Existing Enrollment	Surplus/ Deficit	% Utilized	Proposed Enrollment	Surplus/ Deficit	% Utilized	
Chase	714	816	(102)	114%	694	20	97%	-122
Generali	552	603	(51)	109%	544	8	99%	-59
Gilmartin <sup>13</sup>	465	506	(41)	109%	453	12	97%	-53
Hopeville	467	475	(8)	102%	466	1	100%	-9
Wendell Cross <sup>2</sup>	375	366	9	98%	500	30	94%	134
Kingsbury <sup>2</sup>	445	512	(67)	115%	500	30	94%	-12
Sprague	430	461	(31)	107%	397	33	92%	-64
Regan	223	279	(56)	125%	246	(23)	110%	-33
North End MS	916	1,021	(105)	111%	851	65	93%	-170
Wallace MS <sup>3</sup>	1,049	1,159	(110)	110%	994	55	95%	-165
North Quad (New) <sup>4</sup>	530	-	-	-	500	30	94%	500
East Quad (New) <sup>4</sup>	530	-	-	-	500	30	94%	500

Notes: <sup>1</sup> Gilmartin School is PK-8, total enrollment includes all grades.

<sup>2</sup> Wendell Cross and Kingsbury will be converted to PK-8 schools with 2 classes per grade and a maximum capacity of 530 Students at 100% utilization.

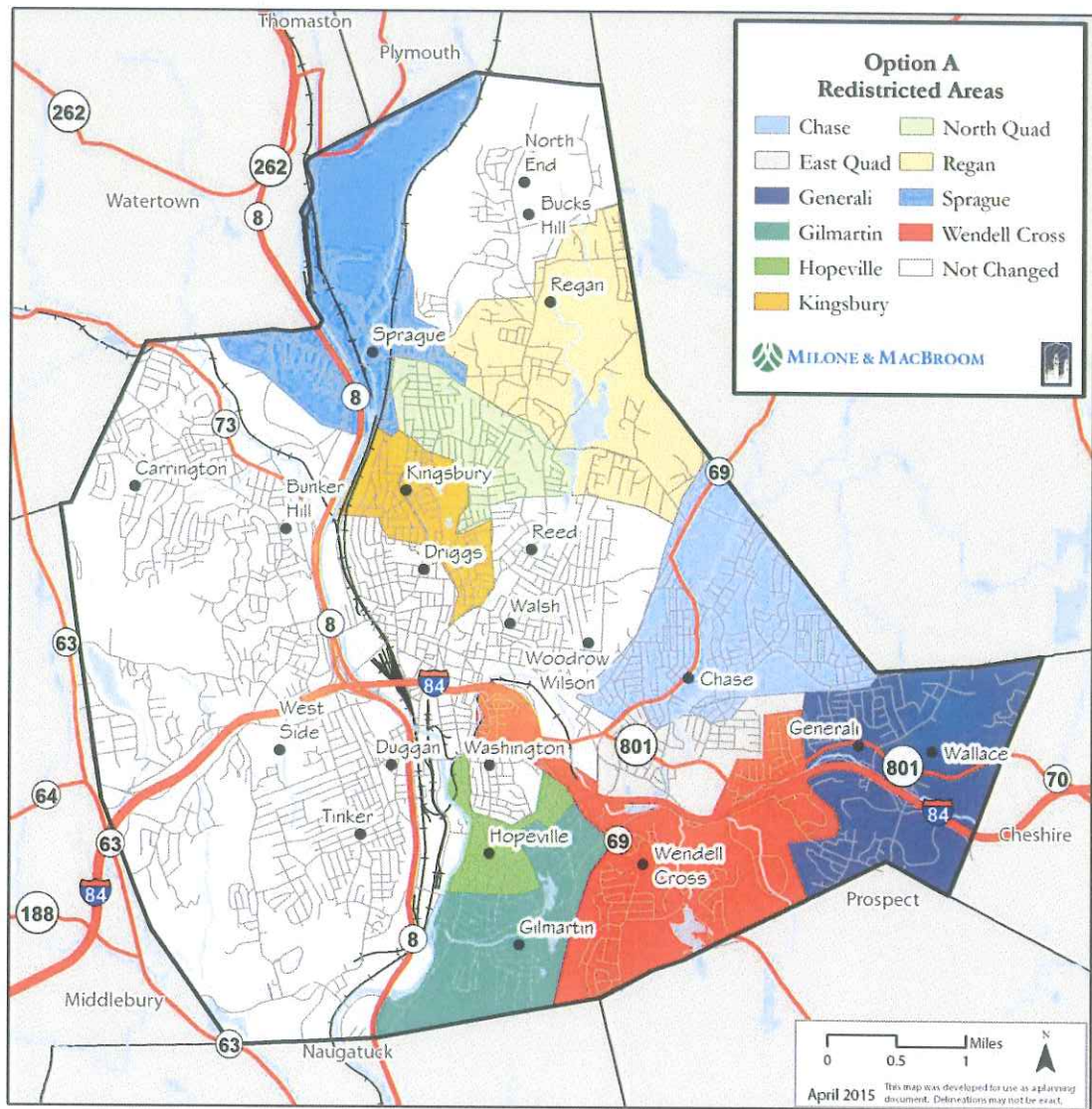
<sup>3</sup> 36 Grade 6-8 students from Gilmartin were transferred to East Quad. It was assumed that Gilmartin would absorb 36 6-8 students from Wallace.

<sup>4</sup> North and East Quad schools would be PK-8 schools with 2 sections per grade and a maximum capacity of 530 Students at 100% utilization.

Source: Prepared by SLAM and MMI. 08/2015.



**Figure 45 Option A and Option A1 Conceptual Boundaries**



Source: Prepared by MMI, 08/2015.

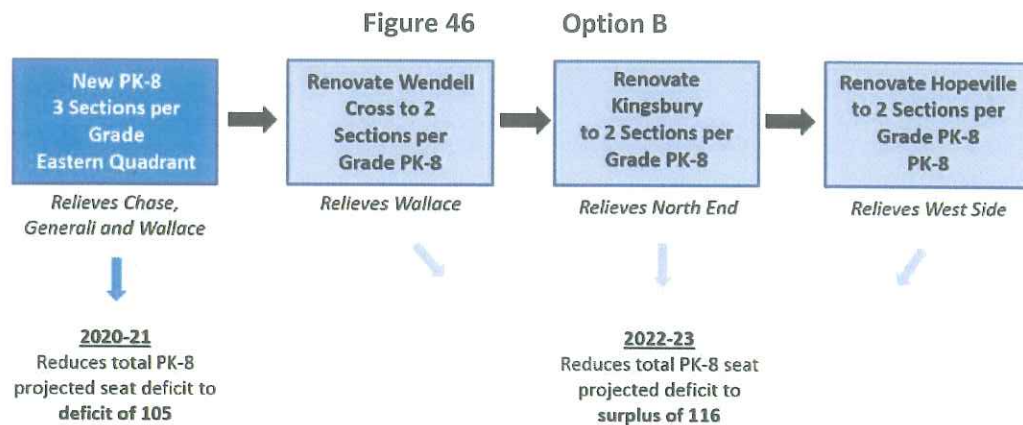
## OPTION B

Option B proposes a new PK-8 neighborhood school in the Eastern Quadrant and the renovation and reconfiguration of Hopeville, Wendell Cross, and Kingsbury schools to the PK-8 model. The new East Quad School would have three sections per grade model, significantly larger than the current two sections per grade model, with a functional capacity of 716 students (based on 90% utilization) and a maximum capacity of 795 students (based on 100% utilization). The renovated schools each would have two sections per grade, resulting in a functional capacity of 477 students (based on 90% utilization) and a maximum capacity of 530 students (based on 100% utilization). The total estimated costs for Option B range from \$191.6 million to \$215.9 million, of which Waterbury would be responsible for \$49.9 million to \$55.3 million.

During the initial phase of the project, a new school would be built in the East Quadrant of the city. While overcrowding would be mitigated at Generali, Chase, and Wallace Middle School, the district would retain an overall seat deficit. The seat deficit would be reduced from -821 seats to -105 seats by the 2020-2021 school year. Following the completion of the East Quad School, Wendell Cross, Hopeville, and Kingsbury schools will be renovated and reconfigured to PK-8. Once the renovation projects are completed, the district would have a surplus of 116 seats by the 2022-2023 school year. However, the surplus would not be distributed evenly across grade cohorts. The reconfiguration of three existing K-5 schools to PK-8 would increase the deficit of K-5 seats and result in a sizable surplus of seats at the middle school level. The surplus of seats could be used as swing space for future renovation projects.

Like Option A, redistricted areas in Option B are somewhat limited to the new or renovated schools and their adjacent attendance zones. The three renovated schools would see their attendance zones shrink in size as a result of their decreased PK-5 capacity, resulting in boundaries that better align with existing neighborhoods. Overcrowding would still remain a problem at many PK-5 schools.





Notes: Options presented assume the following for both renovation and new construction----

2 sections/grade school = max capacity of 530 at 100% utilization;

3 sections/grade school = max capacity of 795 at 100% utilization.

Source: Prepared by SLAM and MMI. 08/2015.

**Table 16 Option B Enrollment Impacts**

		Existing Conditions			Option B			Net Change in Students
		Existing Enrollment	Surplus/Deficit	% Utilized	Proposed Enrollment	Surplus/Deficit	% Utilized	
Chase	714	816	(102)	114%	759	-45	106%	-57
Generali	552	603	(51)	109%	586	(34)	106%	-17
Gilmartin <sup>1 5</sup>	465	506	(41)	109%	465	0	100%	-41
Hopeville <sup>2</sup>	467	475	(8)	102%	500	30	94%	25
Wendell Cross <sup>2</sup>	375	366	9	98%	500	30	94%	134
Kingsbury <sup>2</sup>	445	512	(67)	115%	500	30	94%	-12
Reed <sup>1 3 5</sup>	517	460	57	89%	517	0	100%	57
Regan	223	279	(56)	125%	272	(49)	122%	-7
Sprague	430	461	(31)	107%	459	(29)	107%	-2
Wallace	1,049	1,159	(110)	110%	930	119	89%	-229
East Quad (New) <sup>4</sup>	795	-	-	-	786	9	99%	786

Notes: <sup>1</sup> Gilmartin and Reed Schools are PK-8, total enrollment includes all grades.

<sup>2</sup> Hopeville, Wendell Cross, and Kingsbury will be renovated to PK-8 schools with 2 class per grade and a max capacity of 530 students at 100% utilization.

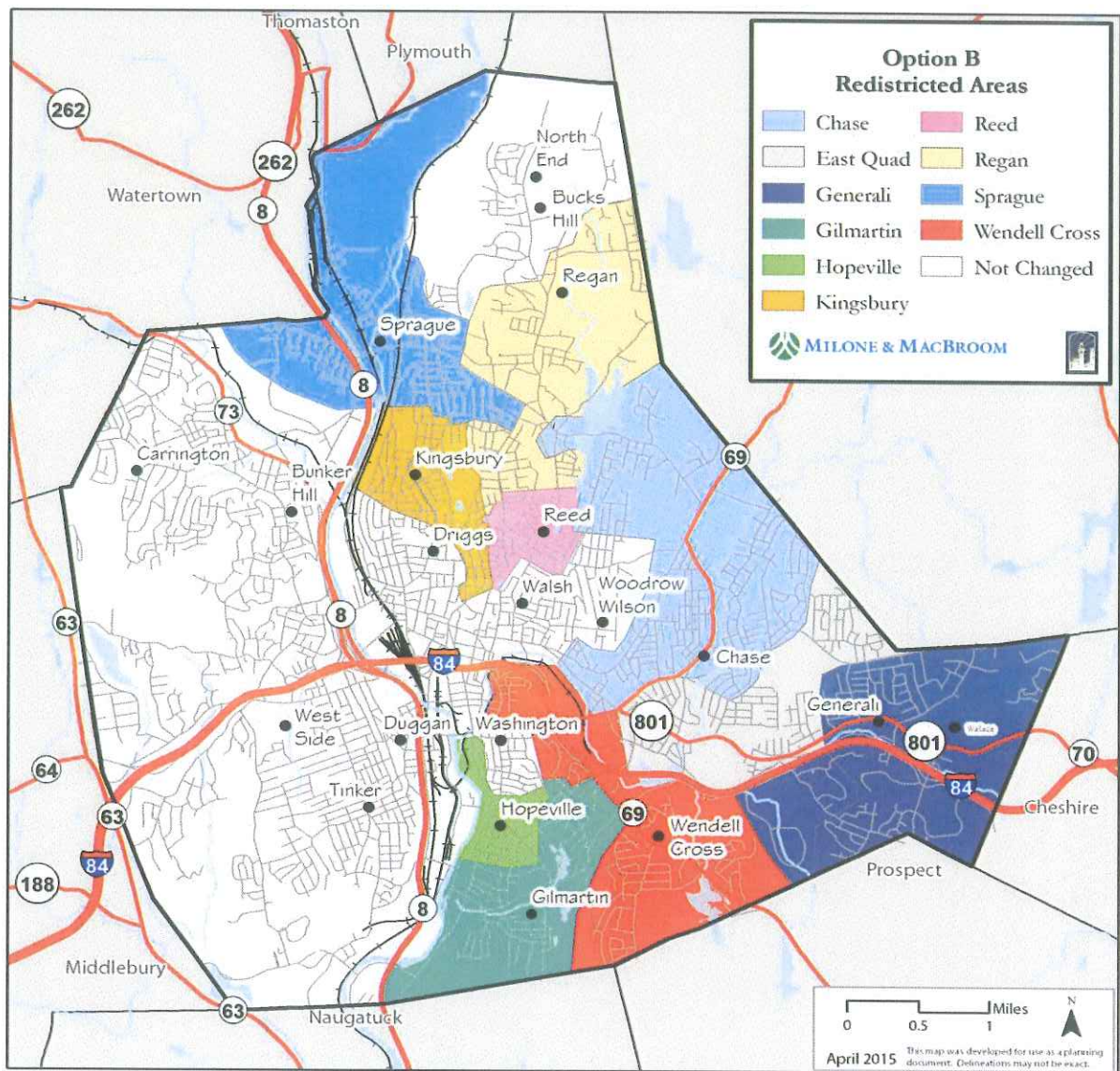
<sup>3</sup> Assumed that average 8th grade class size at Reed would increase to 60 students.

<sup>4</sup> The new East Quad School would have 3 classes per grade and a max capacity of 795 PK-8 student at 100% Utilization.

<sup>5</sup> Reed and Gilmartin schools added 34 6-8th grade students from redistricted areas (22 to Reed, 12 to Gilmartin).

Source: Prepared by SLAM and MMI. 08/2015.

**Figure 47 Option B Conceptual Boundaries**



Source: Prepared by MMI. 08/2015.



## OPTION C

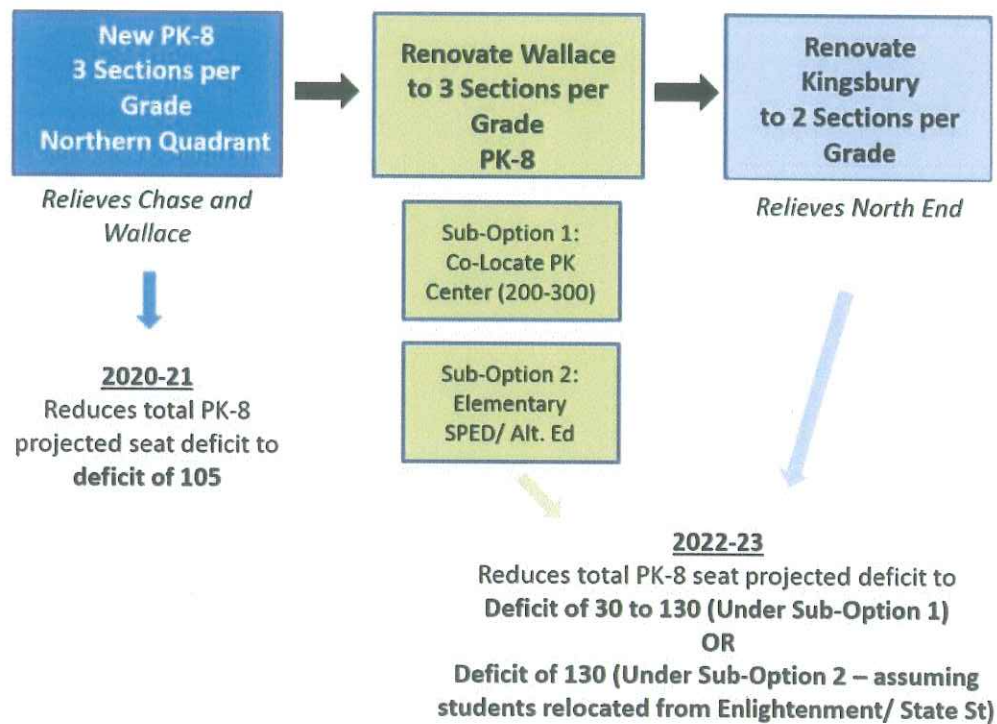
Option C aims to address the overcrowding through only three building projects, one of these projects is the reconfiguration of Wallace Middle School. Option C proposes a new PK-8 neighborhood school in the Northern Quadrant and the renovation and reconfiguration Wallace Middle School and Kingsbury School to the PK-8 model. The new North Quad School and renovated Wallace Middle School would each have three sections per grade, with a functional capacity of 716 students (based on 90% utilization) and a maximum capacity of 795 students (based on 100% utilization). The renovated Kingsbury School would have two sections per grade, with a functional capacity of 477 students (based on 90% utilization) and a maximum capacity of 530 students (based on 100% utilization). The total estimated costs for Option C range from \$174.3 million to \$196.4 million, making it the least expensive option. Waterbury would be responsible for \$46.2 million to \$51.2 million of the total project cost.

During the initial phase of the project, a new school would be built in the Northern Quadrant of the city, relieving overcrowding at Bucks Hill, Regan, Sprague, Wilson, Walsh, and North End Middle School. The seat deficit would be reduced from -821 seats to -105 seats by the 2020-2021 school year. However, the middle school deficit would be exacerbated by the conversion of Wallace into a PK-8 school, which would result the loss of approximately 900 middle school seats at the same time that the enrollment bubble is entering the middle school grades. While North Quad and Kingsbury would regain some of the seats lost, 377 Wallace students would remain displaced and would need to be placed in already overcrowded middle schools. The loss of middle school seats would require Phase II to lead with the conversion of Generali, Chase, and Wendell Cross to PK-8. In addition to the traditional PK-8 classroom space, Wallace could also house a 200- to 300-student Pre-Kindergarten Center, or a 200-student Elementary Special Education/Alternative Education Center. Following the completion of Phase I construction projects, the enrollment deficit is projected to be -30 to -130, depending on the size of the additional programming space at Wallace. The seat deficit would be unequally distributed between grade cohorts with elementary school grades (PK-5) experiencing a large surplus and middle school grades (6-8) facing a large deficit.

Due to the large number of new PK-5 seats added to the northern and eastern portions of the city, Option C has a larger redistricting footprint than Options A and B. All but three elementary schools (Duggan, Bunker Hill, and Carrington) would be redistricted under Option B. Outplacement of students would be greatly reduced, and the proposed boundaries would better align with existing neighborhoods. For example, the proposed North Quad School would allow all Berkeley Heights students (who are currently split between three schools) to attend the same neighborhood school.

Due to the projected enrollment increase at the middle schools aligning with the timing of the proposed reconfiguration of Wallace to a PK-8, this option reduces available 6-8 grade seats when they are most needed. Overall, Option C proves to be very challenging and not a tremendous fit at this point in time. However, the conversion of Wallace to a three sections per grade PK-8 with additional space for alternative education programming and/or early learning has merits as the city moves forward globally with the PK-8 neighborhood model. The Wallace component of Option C would likely be a better fit in latter phases of the PK-8 reconfiguration.

**Figure 48      Option C**



Notes: Options presented assume the following for both renovation and new construction----

2 sections/grade school = max capacity of 530 at 100% utilization;

3 sections/grade school = max capacity of 795 at 100% utilization.

Source: Prepared by SLAM and MMI. 08/2015.



Table 17 Option C Enrollment Impacts

School	Functional Capacity	Existing Conditions			Option C			Net Change
		Existing Enrollment	Surplus/ Deficit	% Utilized	Proposed Enrollment	Surplus/ Deficit	% Utilized	
Bucks Hill	545	561	(16)	103%	534	11	98%	-27
Chase	714	816	(102)	114%	688	26	96%	-128
Driggs	446	528	(82)	118%	434	12	97%	-94
Generali	552	603	(51)	109%	529	23	96%	-74
Gilmartin <sup>135</sup>	465	506	(41)	109%	465	0	100%	-41
Kingsbury <sup>2</sup>	445	512	(67)	115%	500	30	94%	-12
Hopeville	426	467	(41)	110%	380	46	89%	-87
Regan	223	279	(56)	125%	209	14	94%	-70
Reed <sup>1356</sup>	517	460	57	89%	516	1	100%	56
Sprague	430	461	(31)	107%	368	62	86%	-93
Tinker	464	572	(108)	123%	452	12	97%	-120
Wallace <sup>134</sup>	1,049	1,159	(110)	110%	786	9	99%	-373
Walsh	509	455	54	89%	449	60	88%	-6
Washington	287	340	(53)	118%	275	12	96%	-65
Wendell Cross	375	366	9	98%	350	25	93%	-16
West Side MS	1,099	1,021	78	93%	962	137	88%	-59
Wilson	440	445	(5)	101%	450	(10)	102%	5
North Quad (New) <sup>4</sup>	795	0	-	-	786	9	99%	786

Notes: <sup>1</sup> Gilmartin, Wallace, and Reed Schools are PK-8. Total enrollment includes all grades.

<sup>2</sup> Kingsbury will be renovated to a PK-8 school with 2 classes per grade and a max capacity of 530 students at 100% utilization.

<sup>3</sup> Results in 377 6-8 students from Wallace who need to be placed in another school.

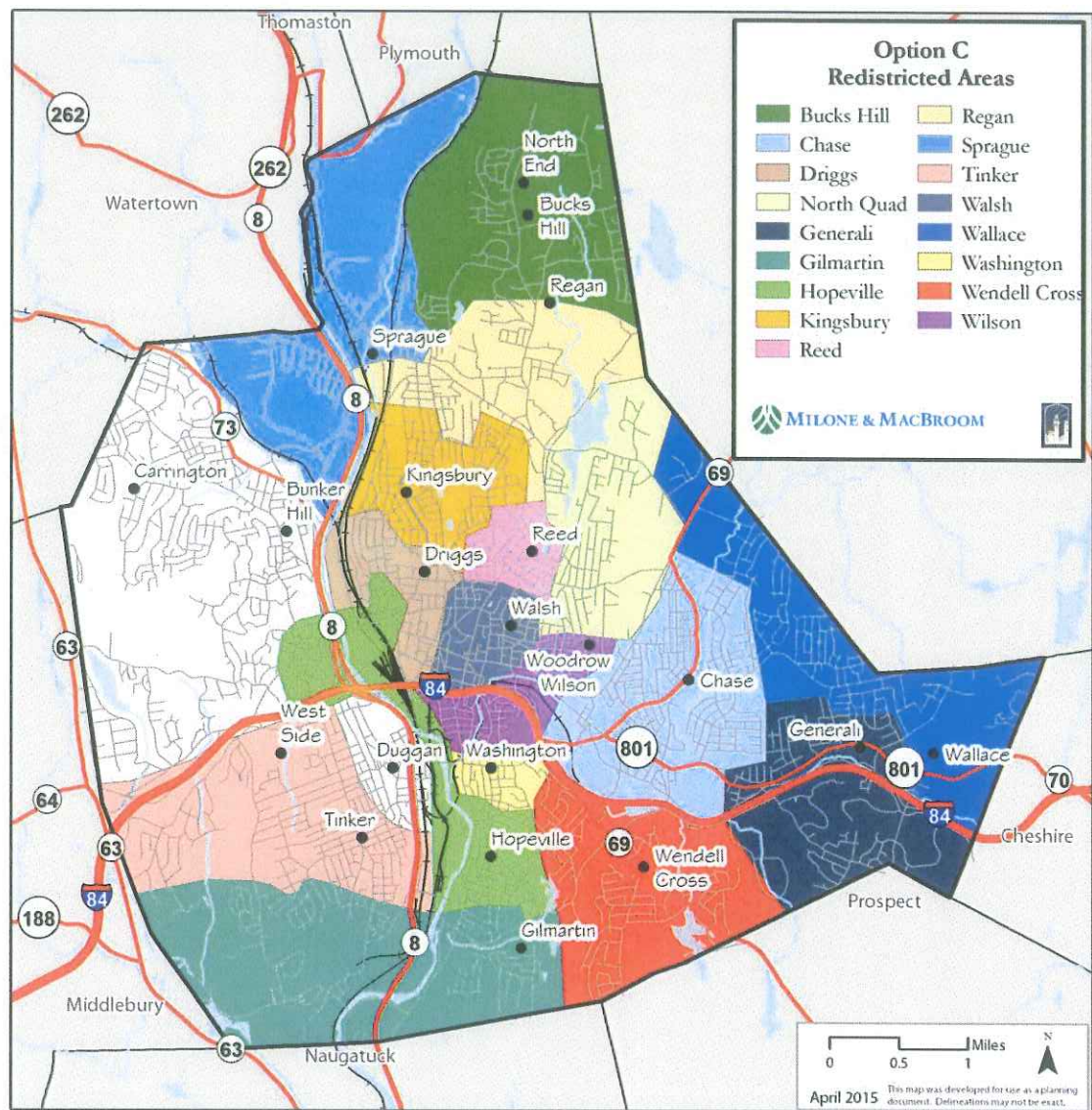
<sup>4</sup> North Quad and Wallace would be PK-8 with 3 classes per grade and a max capacity of 795 students at 100% utilization.

<sup>5</sup> Grade 6-8 enrollment at Gilmartin and Reed was estimated at 50% of the K-5 enrollment.

<sup>6</sup> Assumed that average 8th grade class at Reed would increase to 60 students.

Source: Prepared by SLAM and MMI. 08/2015.

**Figure 49 Option C Conceptual Boundaries**



Source: Prepared by MMI, 08/2015.

## OPTION D

Option D calls for the construction of two new PK-8 neighborhood schools and the renovation of Chase and Hopeville schools to the PK-8 model. The two new schools and renovated Hopeville School would be a two sections per grade model, resulting in a functional capacity of 477 students (based on 90% utilization) and a maximum capacity of 530 students (based on 100% utilization). Chase would have three sections per grade, resulting in a functional capacity of 716 students (based on 90% utilization) and a maximum capacity of 795 students (based on 100% utilization). The estimated total costs for Option D range from \$194.1 million to \$218.7 million, making it the most expensive option. Waterbury would be responsible for \$53.0 million to \$58.7 million of the total project cost.

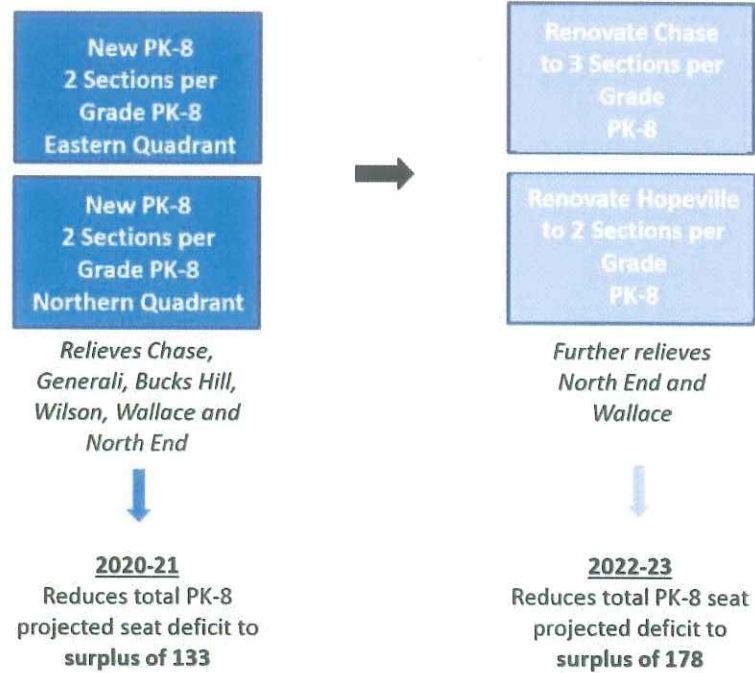
During the initial phase of the project, two new schools would be built in the North and East Quadrants of the city where overcrowding is most problematic. Suitable locations still need to be identified. It is anticipated that the new schools would be open in time for the 2020-2021 school year and would reduce the projected deficit of -821 seats to a surplus of 133 seats. The North Quad School would relieve overcrowding at Regan, Sprague, and North End Middle School, while the East Quad School would alleviate overcrowding at Generali, Chase, and Wallace Middle School. Following the completion of the two new schools, Chase and Hopeville schools would be renovated and expanded to PK-8 neighborhood schools, further relieving overcrowding at the Middle School level. The two renovation projects, which are expected to be completed in time for the 2022-2023 school year, would increase the surplus to 178 seats. Middle school grades (6-8) would have a sizable surplus, while elementary schools would have a deficit.

Option D concentrates all additional capacity in a relatively small geographic area in the central and eastern portion of the city. As a result, all elementary school districts would need to be redistricted. The added capacity would eliminate outplaced students and would support a neighborhood-based school system citywide. While overcrowding would remain at the PK-5 level, the middle schools would see a sizable seat surplus. The seat surplus at the end of the project horizon would facilitate additional construction projects by serving as swing space. Additionally, strong consideration will need to be given to the realignment of the current school feeder system. A proposed feeder realignment has been provided in Figure 51 below.



Figure 50

Option D



Notes: Options presented assume the following for both renovation and new construction----

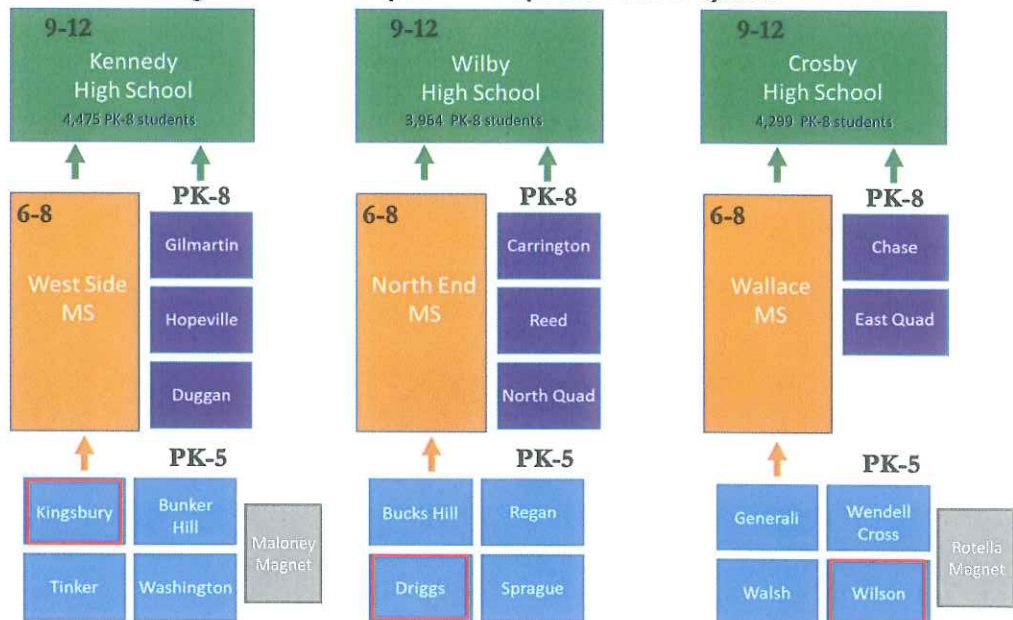
2 sections/grade school = max capacity of 530 at 100% utilization;

3 sections/grade school = max capacity of 795 at 100% utilization.

Source: Prepared by SLAM and MMI. 08/2015.

Figure 51

Option D Proposed Feeder System



\* Kingsbury, Driggs, and Wilson were realigned from existing feeder structure

Source: Prepared by SLAM and MMI. 08/2015.

**Table 18 Option D Enrollment Impacts (PK-5 and PK-8 Schools)**

School	Functional Capacity	Existing Conditions			Option D			Net Change
		Existing Enrollment	Surplus/ Deficit	% Utilized	Proposed Enrollment	Surplus/ Deficit	% Utilized	
Bucks Hill	545	561	(16)	103%	570	(25)	105%	9
Bunker Hill	446	510	(64)	114%	461	(15)	103%	-49
Carrington <sup>2,4</sup>	525	537	(12)	102%	500	25	95%	-37
Chase <sup>1,3</sup>	714	816	(102)	114%	786	9	99%	-30
Driggs	446	528	(82)	118%	460	(14)	103%	-68
Duggan <sup>2</sup>	408	464	(56)	114%	418	(10)	102%	-46
East Quad <sup>1</sup>	530	0	-	-	500	30	94%	500
Generali	552	603	(51)	109%	548	4	99%	-55
Gilmartin <sup>2</sup>	465	506	(41)	109%	505	(40)	109%	-1
Hopeville <sup>1,3</sup>	467	475	(8)	102%	500	30	94%	25
Kingsbury	445	512	(67)	115%	500	(55)	112%	-12
North Quad <sup>1</sup>	530	0	-	-	500	30	94%	500
Reed <sup>2</sup>	517	427	90	83%	494	23	96%	67
Regan	223	279	(56)	125%	219	4	98%	-60
Sprague	430	461	(31)	107%	444	(14)	103%	-17
Tinker	464	572	(108)	123%	545	(81)	117%	-27
Walsh	509	455	54	89%	528	(19)	104%	73
Washington	287	340	(53)	118%	304	(17)	106%	-36
Wendell Cross	375	366	9	98%	384	(9)	102%	18
Wilson	440	445	(5)	101%	467	(27)	106%	22

Notes: <sup>1</sup> New PK-8 school. Total enrollment includes PK and 6-8 enrollment.

<sup>2</sup> Existing PK-8 school. Total enrollment includes PK and 6-8 enrollment.

<sup>3</sup> Chase School's max capacity will expand to 795 at 100% utilization and Hopeville's max capacity will expand to 530 at 100% utilization.

<sup>4</sup> Carrington enrollments and functional capacity include an estimated 50 8th grade students.

Source: Prepared by SLAM and MMI. 08/2015.

**Table 19 Option D Enrollment Impacts (Middle Schools)**

School	Functional Capacity	Existing Conditions			Option D			Net Change
		Existing Enrollment	Surplus/ Deficit	% Utilized	Proposed Enrollment	Surplus/ Deficit	% Utilized	
North End Middle	916	1,016	(100)	111%	777	139	85%	-239
Wallace Middle	1,049	1,159	(110)	110%	834	215	80%	-325
West Side	1,099	1,021	78	93%	845	254	77%	-176

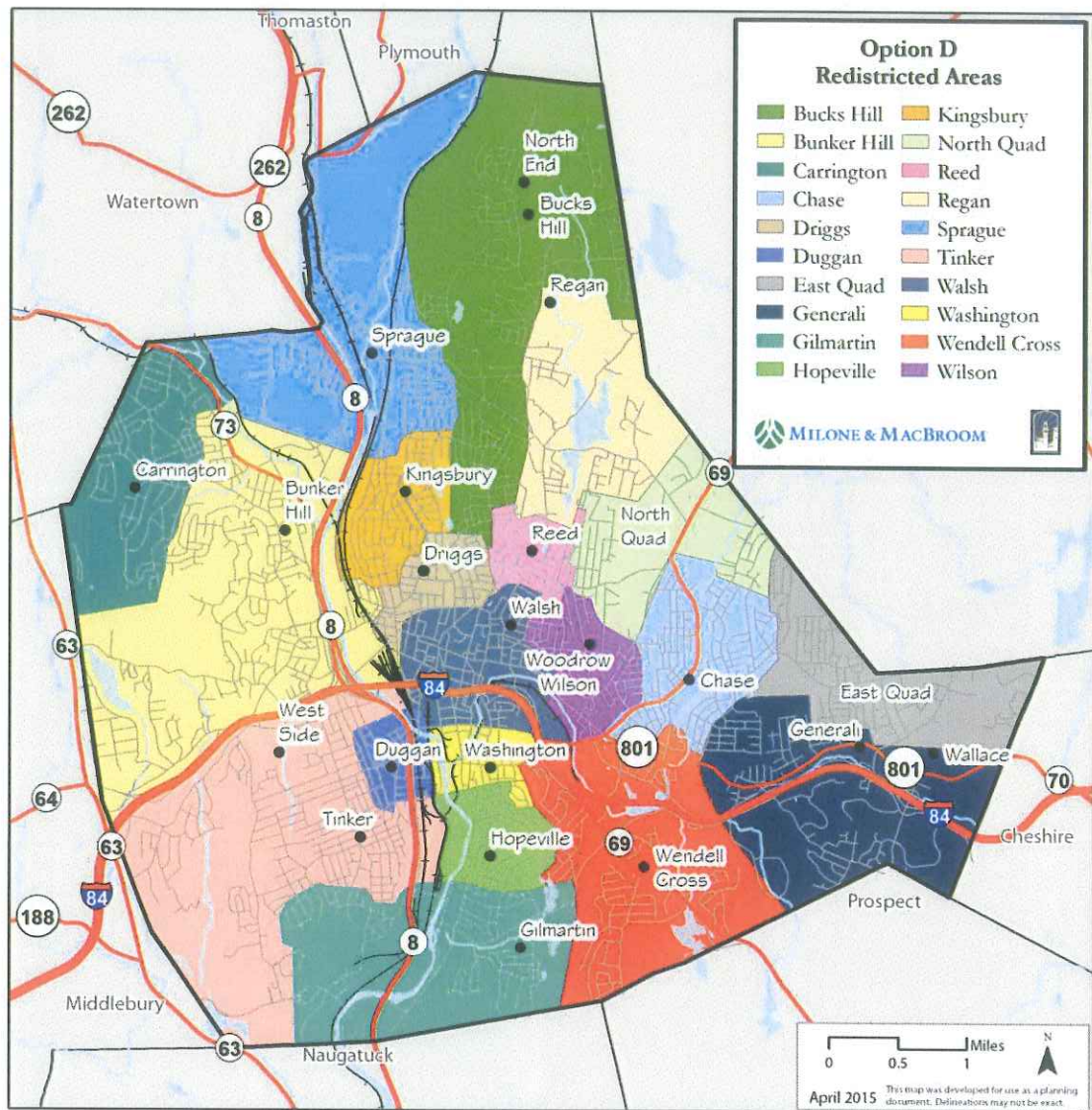
Note: Assumes existing 6-8 deployment at Waterbury Arts Magnet School, State Street School, and Enlightenment School.

Source: Prepared by SLAM and MMI. 08/2015.

A summary of considerations for each of the options is provided in the following. Provided in Appendix D are the detailed estimates of probable cost as well as potential timeline.



**Figure 52 Option D Conceptual Boundaries**



Source: Prepared by MMI. 08/2015.



## RECOMMENDATIONS

Following review and discussion of these alternatives with the Board of Aldermen, Board of Education, and City and Schools' Administrations, the Consultant Team recommends Options A or A1. This option and its variant, which differs only in its implementation schedule, offers the greatest impact in terms of new seats created for the least investment. In addition, this option creates seats where they are most needed first – in the eastern and northern quadrants of the City. Adding this amount of space to the system will allow Waterbury Public Schools to redistrict its elementary schools in order to alleviate overcrowding throughout the City, ensure ample room in facilities that experience the greatest fluctuations during the course of the school year, and help to ensure adequate programming space is available. Moreover, the seats resulting from the creation of four new PK-8 facilities – two new buildings and two renovated buildings – will also enable the District to continue to pursue a conversion to PK-8 system-wide beyond this phase of construction activity. The most significant challenge to this option, aside from the capital investment required is finding two new school sites. However, should an appropriate parochial school become available, there may be an opportunity to attain one of the two necessary sites for additional buildings.

#3



# WATERBURY Public Schools

*Today's Students, Tomorrow's Leaders*

*John Cross  
School Inspector*

## MEMORANDUM

**TO:** Board of Education Commissioners

**FROM:** John R. Cross, School Inspector

**SUBJECT:** Proposed Agreement between the City of Waterbury, CT and Turco Golf, Inc.  
Crosby High School Athletic Field Improvements

**DATE:** September 22, 2015

Attached, for Board of Education (BOE) approval, is a copy of the Agreement between the City of Waterbury, CT and Turco Golf, Inc. to replace the existing athletic field's natural turf with synthetic turf along with the complete replacement including widening of the existing track around the athletic field at Crosby High School.

Turco Golf was selected as the lowest responsible bidder following a bid solicitation (ITB #5340) by the Waterbury Purchasing Department. A total of two (2) bids were received, ranging from \$2,650,000 to \$3,064,600. A copy of the bid tabulation is attached. The lowest responsible bidder, Turco Golf, submitted a bid of \$2,650,000.00 and included all the services requested in the solicitation. The City of Waterbury has prior experience with this Turco. They performed site and drainage work at Western Hills and East Mountain golf courses. Several references were contacted with favorable responses.

The total value of this Agreement is \$2,354,902 (a reduced base bid of \$2,205,997 plus a contingency of \$148,905.00) and includes all the services requested in the ITB. The Agreement is for services thru July 31, 2016. Turco will warranty their work associated with the athletic field improvements for a period of one year in accordance with the Agreement. Extended warranties shall become effective at substantial completion for: scoreboard (5 years), track surfacing and markings (5 years), chain link fencing (5 years), field drainage mat (20) years and synthetic grass sports surfacing (8 years). The cost for this Agreement is funded by a Waterbury Capital Improvements Bond.

If you have any questions or concerns, please feel free to contact me.

  
JC/bt

Enclosures

cc: Paul Guidone, Chief Operating Officer and Chief of Staff  
Gary Miller, Interim Chief Operating Officer and Chief of Staff  
Linda Wihbey, Corporation Counsel  
File



		Crosby High School Athletic Field Improvements				
	Turco Golf Inc		HI Stone & Son			
Total	2,915,000		3,064,600			
Alt 1	775,000		1,133,000.00			
Alt 2	7,600		8,300			
Alt 3	75,650		85,000			
Alt 4	63,250		42,000			
Alt 5	316,000		134,000			

**CONSTRUCTION CONTRACT**  
**for**  
**Crosby High School Athletic Field Improvements**  
**between**  
**City of Waterbury**  
**and**  
**Turco Golf, Inc.**

**THIS CONTRACT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Turco Golf, Inc., located at 212 Orange Avenue, Suffern, New York, 10901, a State of New York duly registered domestic corporation (the "Contractor").

**WHEREAS**, the Contractor submitted a bid to the City in response to Invitation to Bid ("ITB") Number 5304 for Crosby High School Athletic Field Improvements; and,

**WHEREAS**, the City accepted the Contractor's bid for ITB Number 5304; and

**WHEREAS**, the City desires to obtain the Contractor's services for the Crosby High School Athletic Field Improvements pursuant to the terms set forth in this Contract (the "Project").

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

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

The Project consists of the complete replacement of the existing athletic field's natural turf with synthetic turf, and the complete replacement including widening of the existing track around the athletic field at Crosby High School, as detailed and described in the Bid Documents in Attachment A, which are hereby made material provisions of this Contract. Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made part hereof:

- Turco Golf, Inc. Response, dated August 17, 2015, to City of Waterbury Invitation to Bid Number 5304, entitled "Crosby High School Athletic Field Improvements", consisting of 90 pages,(hereinafter referred to as the "Response to ITB")

- City of Waterbury Invitation to Bid Number 5304, dated July 27, 2015, entitled “Crosby High School Athletic Field Improvements”, consisting of 754 pages, excluding contractor compliance documents and sample contract (hereinafter referred to as the “Scope of Services/Bid Documents”)
- City of Waterbury Invitation to Bid Number 5304, Bid Addendum #1, dated August 11, 2015, entitled “Crosby High School Athletic Field Improvements”, consisting of 103 pages total, and Bid Addendum #2, dated August 14, 2015, entitled “Crosby High School Athletic Field Improvements”, consisting of 2 pages total (hereinafter referred to as the “Scope of Services/Bid Documents”)
- Turco Golf, Inc. Letter regarding Itemized Breakdown for Possible Deductions, dated September 2, 2015, consisting of 4 pages
- Bid Review Meeting Minutes, dated September 3, 2015, consisting of 2 pages
- Disclosure and Certification Affidavit; Debarment Certificate; Annual Statement of Financial Interests; Corporate Resolution; Bid Submission Addendum Acknowledgement; Bid Submission Attachment C (hereinafter referred as to the “Contract Compliance Documents”)
- Any and all Amendments and Change Orders, issued by the City after execution of the Contract
- Payment and Performance Bonds
- Certificate of Insurance
- All applicable Federal, State and local statutes, regulations, charter and ordinances (by reference)
- All permits and licenses (by reference)

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

1. Change Orders and Amendments
2. Contract
3. Addendum
4. City of Waterbury's ITB
5. Project Manual
6. List of Drawings
7. Schedule of Prevailing Wage Rate Determinations
8. Historical Documents
9. Required Documents
10. All permits and licenses (including Contractor's abatement licenses)
11. Department of Environmental Protection Regulations (CWF-1 through CWF-32)
12. All applicable Federal, State, and local statutes, regulations charter and ordinances



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

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

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

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

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

(2) its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

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

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

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

(6) has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for ITB Number 5304 (collectively "Bid Documents"); and

(7) agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project.

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

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

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

**B. Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be

required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) days thereafter.

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

**D. Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the following hours: 7:00 a.m. to 5:00 p.m. unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

**H. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the



work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

**I. Subsurface/Unknown Site Conditions.** If Project site conditions are encountered which are (1) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in Contract documents, or (2) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

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

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

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

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

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

**4. Responsibilities of the City and City Reservation of Rights.** Upon the City's receipt of Contractor's written request for specific information, the City will provide the

Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

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

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

**5. Contract Time.** The Contractor shall complete all work and services required under this Contract by July 31, 2016 ("Contract Time").

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

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

The Contractor shall pay to the City the sum of **Five Hundred Dollars and no cents (\$500.00) per calendar day** for each and every calendar day for which the Contractor shall be in default in completing the work beyond the time for completion set forth in this Article 5. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Contractor under this contract.

**6. Compensation.**

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

No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

A. **Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed TWO MILLION THREE HUNDRED FIFTY FOUR THOUSAND NINE HUNDRED TWO DOLLARS (\$2,354,900.00) (hereafter referred to as "Total Compensation") with the basis for payment being:

1. Crosby High School Athletic Field Improvements:
    - a. Base Bid..... \$2,650,000.00
    - b. Scope Reduction – Deduct New Home Bleachers  
w/ Press Box ..... (\$444,003.00)
    - c. Contingency\*(at sole discretion & control of City) ... \$148,903.00
- Total: \$2,354,900.00

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

C. **Contingency.** At sole discretion and control of the City, the Contingency amount as set forth in Section 6.A of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the contingency shall be, but not limited to, the Unit Labor Rates as set forth in **Attachment B**.

D. **Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.A. above and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

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



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

**E. Bid Costs.** All costs of the Contractor in preparing its bid for ITB No. 5304 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

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

**I. Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final

Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

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

- (i) submit Applications for Payment in accordance with the following:

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

The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

- (ii) Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City.

Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

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

The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The

Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees.

The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, any other remedy stated in this contract or otherwise available to the City of Waterbury under applicable law.

**8. Passing of Title and Risk of Loss.**

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

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

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

**9. Indemnification.**

A. The Contractor shall indemnify, defend, and hold harmless the City, the City's agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services, provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.



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

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

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

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

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

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

The Contractor's General and Automobile Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the City as an additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the City as an additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this 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.

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

- 
- A. General Liability:      \$1,000,000 each Occurrence  
                                     \$2,000,000 General Aggregate  
                                     \$2,000,000 Products/Completed Operations Aggregate
  - B. Auto Liability:         \$1,000,000 Combined Single Limit Each Accident  
                                     Which covers Any Auto including hired & non-owned autos
  - C. Workers Compensation:      WC Statutory Limits Employers' Liability (EL):  
   \$500,000 EL Each Accident  
   \$500,000 EL Disease Each Employee  
   \$500,000 EL Disease Policy Limit
  - D. Excess/ Umbrella Liability:   \$1,000,000 per Occurrence / \$1,000,000 Aggregate
  - E. Installation Floater:      Coverage equaling the monetary value of the materials going  
   into the Project.
- 

- A. General Liability Insurance: Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
- B. Automobile Liability Insurance: Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned or non-owned vehicle

D. Workers' Compensation: Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

E. Excess / Umbrella Liability Insurance: Comprehensive general liability umbrella insurance coverage.

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

Cancellation: THE CITY OF WATERBURY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST 30 CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

Certificates of Insurance and Additional Insured Endorsements: Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and additional insured endorsements verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation and be written on an Occurrence basis."** The City's request for quotation or request for proposal number must be shown on the certificate of insurance and additional insured endorsements to assure correct filing. The Contractor must supply replacement/renewal certificates and endorsements at least 30 days prior to the expiration of the policy (ies). Said certificates and endorsements shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than 30 calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.

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

## **12. Conformance with Federal, State and Other Jurisdictional Requirements.**

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

DEVELOPMENT ACT of 1974, as amended; ; TITLE 31 of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

**A. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

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

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



Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

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

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

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

**A.** The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor by the Good Jobs Ordinance.

**B.** Failure of the Contractor or its Subcontractors to comply with the Good

Jobs Ordinance shall be a material breach of this Agreement.

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

D. **Definitions.** For purposes of this paragraph:

- (1) "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- (2) "Construction work" shall be defined as it is in the Good Jobs Ordinance.
- (3) "Subcontractor" Any person hired by a contractor to perform work on covered projects.
- (4) "Resident" shall be defined as it is in the Good Jobs Ordinance.

E. **Hiring Goals.** If this Agreement requires the Contractor to perform construction work, the Contractor and each subcontractor shall have as its hiring goals:

- (1) at least thirty percent (30%) of its total worker hours performed by City Residents, and
- (2) at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices, and
- (3) at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- (4) a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- (5) a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- (6) a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
- (7) as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

Moreover, each subcontractor shall each comply with the foregoing Hiring

Goals.

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

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

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

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

(1) The Contractor shall meet with the Good Jobs Administrator no less than four (4) weeks prior to the commencement of construction on a covered project and provide the Administrator with the number of positions to be created by the project by trade and the qualifications by job title.

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

(3) The Contractor and subcontractors shall deliver weekly certified payroll records to the Good Jobs Administrator acting on behalf of the City, within five (5) working days of the end of each payroll period.

(4) The Contractor's and Subcontractors' payroll records shall include the person-hours, the residential address, race, gender, hiring date, and

apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and Subcontractors shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

#### **14.2 Liquidated Damages Applicable To Paragraph 14.1**

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

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

(2-b) if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work week period, pay to the City one thousand dollars (\$1,000) as liquidated damages.:

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

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

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

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

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



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

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

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or

suspension from future HUD assisted contracts.

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

#### **16. Termination.**

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

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

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

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

C. **Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this

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

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

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

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

**D. Rights Upon Termination.**

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

limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

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

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

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

- A. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and
- B. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

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



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

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

The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

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

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

**21. Interest of City Officials.** No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

**22. Interest of Contractor.** The Contractor covenants that it presently has no

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

**23. Entire Contract.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

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

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

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

**27. Changes in the Project: Change Orders.**

**A. Requests for Change Orders.** The City reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

**B. Procedures.**

**(1) The Contractor's Response to a Change Request.** Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

**(2) City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

**(3) City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

**C. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, and (iv) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

**D. Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order are governed by the provisions of this Contract.

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve

such conflicts or disputes, as follows: (i) the City's ITB No. 5304 and (ii) the Contractor's bid response to ITB No. 5304, dated August 17, 2015. Said historical documents are attached hereto as **Attachment "A"**.

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

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

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

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

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

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

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

Contractor: Turco Golf, Inc.  
212 Orange Avenue  
Suffern, New York 10901

City: City of Waterbury, Department of Education  
c/o Chief Operating Officer and Chief of Staff  
Chase Municipal Building, 1st Floor



236 Grand Street  
Waterbury, CT 06702

With Copy To: City of Waterbury  
Office of the Corporation Counsel  
City Hall 3<sup>rd</sup> Floor  
235 Grand Street  
Waterbury, CT 06702

**34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

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

A. 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.

B. 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.

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

D. 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.

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

F. 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 F, 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 F 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.

G. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

H. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections A-G.

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

J. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38,

click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

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

L. 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.

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

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

O. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor 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 Contractor records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

- A. Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- B. Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.
- C. Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

- D. City: The City of Waterbury, acting directly or through specifically authorized personnel.
- E. Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.
- F. Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, and (ii) Final Completion.
- G. Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- H. Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- I. Notice to Proceed: A letter from the City which shall state the beginning date of the contract and specifically advise the Contractor to begin work on the Contract.
- J. Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- K. Project Engineer: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- L. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- M. Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- N. Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- O. Substantial Completion: The time at which the Project (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the



purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project refer to Substantial Completion thereof.

- P. Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- Q. Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- R. Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

**[Signature page follows]**

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

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

TURCO GOLF, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Dennis Turco, President

\_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

- ❖ Scope of Services/Bid Documents:
  - City of Waterbury Invitation to Bid Number 5304, dated July 27, 2015, entitled “Crosby High School Athletic Field Improvements”, consisting of 754 pages, excluding contractor compliance documents and sample contract
  - City of Waterbury Invitation to Bid Number 5304, Bid Addendum #1, dated August 11, 2015, entitled “Crosby High School Athletic Field Improvements”, consisting of 103 pages total
  - City of Waterbury Invitation to Bid Number 5304, Bid Addendum #2, dated August 14, 2015, entitled “Crosby High School Athletic Field Improvements”, consisting of 2 pages total
- ❖ ITB Response:
  - Turco Golf, Inc. Response, dated May 27, 2015, to City of Waterbury Invitation to Bid Number 5304, entitled “Crosby High School Athletic Field Improvements”, consisting of 90 pages
- ❖ Contract Compliance Documents:
  - Disclosure and Certification Affidavit
  - Debarment Certificate
  - Annual Statement of Financial Interests
  - Corporate Resolution
  - Bid Submission Attachment C
  - Bid Submission Addendum Acknowledgement
- ❖ Turco Golf, Inc. Letter regarding Itemized Breakdown for Possible Deductions, dated September 2, 2015, consisting of 4 pages
- ❖ Bid Review Meeting Minutes, dated September 3, 2015, consisting of 2 pages
- ❖ Payment and Performance Bonds
- ❖ Certificate of Insurance
- ❖ All applicable Federal, State and local statutes, regulations, charter and ordinances (by reference)
- ❖ All permits and licenses (by reference)

## **ATTACHMENT B**

### **Unit Labor Rates**

1. Laborer: \$59.32/Hour
2. Operator: \$76.51/Hour
3. Driver: \$64.18/Hour

## INDEX TO THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT

### ARTICLE

<u>NUMBER</u>	<u>TITLE</u>
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- |     |   |
|-----|---|
| 1.  | PLANS AND SPECIFICATIONS AT THE SITE        |
| 2.  | CONSTRUCTION PROGRESS SCHEDULE              |
| 3.  | SCHEDULE OF VALUES; APPLICATION FOR PAYMENT |
| 4.  | PARTIAL PAYMENTS                            |
| 5.  | CONSTRUCTION EQUIPMENT                      |
| 6.  | INSPECTION AND TESTS                        |
| 7.  | UTILITIES                                   |
| 8.  | DUST AND SPILLAGE CONTROL                   |
| 9.  | TEMPORARY UTILITIES                         |
| 10. | TOILET ACCOMMODATIONS AND DRINKING WATER    |
| 11. | TEMPORARY TELEPHONES                        |
| 12. | PROGRESS MEETINGS                           |

1. PLANS AND SPECIFICATIONS AT THE SITE

The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the OWNER or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

2. CONSTRUCTION PROGRESS SCHEDULE

- A. Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit for the approval of the OWNER three (3) copies of a Construction Progress Schedule which shall be developed by the Contractor through cooperation of the Project Engineer or authorized personnel. At the same time, the Contractor shall submit the Schedule of Values.
- B. The Progress Schedule shall indicate the proposed scheduling of the items of work listed in the various divisions of the work in the specifications. The schedule shall



also indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule which shall be revised as required.

3. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

- A. Within one (1) week after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the OWNER a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.
- B. The Contractor's requisition for payment shall be subdivided into items to correspond with the approved schedule and shall be in such numbers of copies as may be designated by the OWNER.

4. PARTIAL PAYMENTS

- A. The OWNER will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the OWNER may allow to be included in the monthly requisitions materials stored off the site. In the event the OWNER allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the OWNER.
- B. In making such Partial Payments for the Project, retainage shall be held in accordance with Clean Water Funding Regulations.

5. CONSTRUCTION EQUIPMENT

- A. The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the OWNER, upon Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.
- B. The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all

excavations and subgrade work free from water.

## 6. INSPECTION AND TESTS

- A. All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination and testing by the OWNER and/or Project Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties.
- B. Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.
- C. If, at any time before final acceptance of the entire Project, the OWNER and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the OWNER (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

## 7. UTILITIES

- A. The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.
- B. The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.
- C. The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.
- D. No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the

Contract.

- E. The Contractor shall contact "Call Before You Dig" at least two days prior to commencing any excavation on the site (toll free in Connecticut at 1-800-922-4455).

8. DUST AND SPILLAGE CONTROL

- A. The Contractor shall take appropriate measures to control the generation of dust from its activities.
- B. All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

9. TEMPORARY UTILITIES

- A. Unless otherwise provided for in the Specifications, the Contractor shall pay the cost of all temporary light, temporary electrical hook-ups and temporary dehumidification required for completion of the Contract. The necessary temporary utilities shall be installed at the start of the Project.
- B. All costs of electricity and water shall be paid for by the Owner.

10. TOILET ACCOMMODATIONS AND DRINKING WATER

The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

11. TEMPORARY TELEPHONES

The Contractor shall provide for cell phone service in its office.

12. PROGRESS MEETINGS

Progress meetings will be held weekly at locations, dates and times selected by the OWNER for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

#4

**Amendment 1  
To  
College Board Contract #: 2015S-k12-25734  
College Readiness System Solutions Agreement  
For  
College Readiness Programs  
Between  
THE CITY OF WATERBURY, Connecticut  
And**

**College Board**

**THIS AMENDMENT 1**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, Waterbury Public Schools City Hall Building, 235 Grand Street, Waterbury, Connecticut 06702 ("Client") and College Board ("the College Board").

**WHEREAS**, the parties hereto entered into an Agreement effective on July 30, 2014, for ReadStep Assessment and SAT School day, software and related services. ("Agreement"); and

**WHEREAS** the City wishes to exercise its first option to extend the term of the July 30, 2014 Agreement by this Amendment 1 from June 30, 2015 through June 30, 2016.

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

**1. Services & Deliverables.** The Parties wish to amend Paragraph 1.0 entitled Services & Deliverables, of the contract dated July 30, 2014 to include the following services to be provided by the College Board;

**1.1** The College Board shall furnish Client with exams, products, services and/or deliverables ("Deliverables") in accordance with the applicable schedules, as set forth in **Attachment A** which consists of the following; PSAT 8/9 Assessment Early Participation Program Fixed Fee Schedule; SAT School Day Program and Work Plan and **Attachment B** which consists of the Data License Agreement

**2. Term.**

**2.1** Section 2.1 of the Agreement dated July 30, 2014 provides that the Client may, and the City hereby does exercise its first option to extend the term of the July 30, 2014 Agreement by this Amendment 1 from June 30, 2015 through June 30, 2016.

**3. Fees and Payment.**

**3.1** The College Board shall be compensated an amount not to exceed Fifty Seven Thousand Four Hundred Twenty-Four Dollars (\$57,424.00) for the provision of all of the goods and services set forth in this agreement during the 2015-2016 implementation year.

**3.1.1 Fee Schedule.** The fee payable to the College Board shall not exceed Fifty Seven Thousand Four Hundred Twenty-Four Dollars (\$57,424.00) with the basis of payment as follows:

<b>3.1.1.1</b>	PSAT 8/9 EPP Fixed Fee- 9 <sup>th</sup> Grade.....	\$9,120.00
<b>3.1.1.2</b>	PSAT 8/9 EP Fixed Fee -8 <sup>th</sup> Grade.....	\$10,530.00
<b>3.1.1.3</b>	SAT SD Fixed Fee with Essay -12 <sup>th</sup> Grade .....	\$37,774.00

**3.1.2** The College Board shall be compensated for items 3.1.1.1, PSAT 8/9 EPP Fixed Fee- 9<sup>th</sup> Grade in the amount of \$9,120.00 in accordance with a purchase order issued by the Connecticut State Department of Education.

**3.1.3** The Client shall only be obligated to compensate the College Board in an amount not to exceed Forty Eight Thousand Three Hundred Four Dollars (\$48,304.00) (\$10,530.00 for the PSAT 8/9 EP Fixed Fee and \$37,774.00 for the SAT SD Fixed Fee with Essay -12<sup>th</sup> Grade).

**4. Terms and Conditions.**

**4.1** All other terms, conditions, and provisions of the July 30, 2014 Agreement shall remain in full force and effect and binding on the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto execute this Amendment 1 on the dates signed below.

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

By:

\_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_

Date:

WITNESS:

COLLEGE BOARD

\_\_\_\_\_

By:

\_\_\_\_\_  
Jeremy Singer, Chief Operating Officer

\_\_\_\_\_

Date:

\_\_\_\_\_  
9/1/2015



## Attachment A

### PSAT 8/9 ASSESSMENT EARLY PARTICIPATION PROGRAM FIXED FEE SCHEDULE

#### I. SCOPE OF WORK

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT 8/9 exam ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college.

The College Board shall furnish the following PSAT 8/9 deliverables and reports to the schools designated by the Client in Section III (List of Participating Schools).

#### A. Description of Services and Deliverables.

##### 1.1. School and Student Deliverables:

- 1.1.1. PSAT 8/9 test materials (student guides and test booklets)
- 1.1.2. Student Paper Score Report (one copy sent to school)
- 1.1.3. Student Online Score Report, with linkages to Khan Academy; students can upload their PSAT 8/9 test results
- 1.1.4. School online access to individual student score reports and aggregate score reports, and downloadable student data file
- 1.1.5. School online access to AP Potential™
- 1.1.6. The Official Educator Guide

##### 1.2. District Deliverables:

- 1.2.1. District online access to individual student score reports and aggregate score reports, and downloadable student data file
- 1.2.2. District online access to AP Potential

Aggregate and student reports and student-level data file will be delivered via the College Board website.

In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing

**B. Required Information.** The Client shall furnish the College Board with: (i) a list of participating schools as prescribed in Section III; and (ii) the Client's contacts as prescribed in Section V (Client Contact Information). The Client will use best efforts to estimate student enrollment for Participating Schools. Changes to the list of participating schools must be made no later than one **month prior to your selected administration date**. Schools without a valid high school code must submit a high school request form by **August 19, 2015**.

In the event that: (i) any of the Client's schools are omitted from Section III, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under section A, Description of Services and Deliverables.

## II. PSAT 8/9 TERMS AND CONDITIONS

A. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT 8/9 examination, exam booklets, all individual test items (questions) and all data collected therefrom, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of the publications and reports described in Section I, including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Client acknowledges and agrees that, nothing in this Agreement shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

B. **Student Reports.** The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes district-wide training sessions, as long as the data used during training preserves the confidentiality of students. The District may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

C. **PSAT 8/9 Test Booklets.** The College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 Test Booklets for the sole purpose of administering the PSAT 8/9 assessment and reviewing the scores with students within the classroom of a Participating School. Client shall destroy PSAT 8/9 Test Booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets in whole or in part, without the prior written consent of the College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets.

D. **PSAT 8/9 Assessment Administration.** The testing period covered under this Schedule runs from September 28, 2015 to January 29, 2016. Client shall comply with the published security and administration guidelines set forth in the Official Educator Guide for the PSAT 8/9™ Assessment.

## III. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	AI CODE
Waterbury Public Schools	John F Kennedy High School	070840
Waterbury Public Schools	Wilby High School	070870
Waterbury Public Schools	Crosby High School	070835
Waterbury Public Schools	Enlightenment School	070875
Waterbury Public Schools	Waterbury Arts Magnet School	070867
Waterbury Public Schools	Waterbury Career Academy High School	070863
Waterbury Public Schools	State Street School	070876

#### IV. FEE CALCULATION FOR SERVICE AND DELIVERABLES

The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official National School Lunch Program (NSLP) percentage of the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools<sup>1</sup> to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

National School Lunch Program (NSLP)	Multiple Assessments and/or Grades	Single Assessment and/or Grade
<25%	\$8.00	\$9.25
>=25%	\$7.50	\$8.50

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT 8/9 examination. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT 8/9, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 30, 2015**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$10.00 per student. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 assessment.

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<sup>1</sup> The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

## **SAT School Day Program**

### **I. Services Overview**

The College Board will support the Client in administering the SAT exam during a school day. The scope of services encompasses a Client-sponsored SAT School Day administration, access to the College Board's Official SAT Online Course™, and delivery of SAT data and reports (the 'Program'). The College Board will deliver the Program as outlined in this Schedule and Attachments.

#### **1.1. Enrollment and Program Participation**

The Client will provide to the College Board, in accordance with the timeframes defined in Attachment A to Schedule 1, information concerning the numbers of cohort students ('Participating Cohort') enrolled in the schools which are participating in the Program ('Enrollment' or 'Student(s)'). Students who register for the SAT exam in accordance with the provisions of this Schedule and Attachments are herein referred to as 'Participants'.

#### **1.2. Related Implementation Services**

##### **1.2.1. Setting up SAT Test Centers**

Client will accurately complete a Test Center Intake Form, provided by the College Board, to designate those locations participating in the Program. All locations designated by the Client and that meet all College Board requirements will be established as SAT Test Centers ('Test Centers') for the Program. Client will designate a Test Center Supervisor at each participating location who must complete a two-page Test Center Master Form ('CMF') in order to establish the location as a Test Center. Client is responsible for ensuring compliance with CMF completion. College Board reserves the right to cancel the administration of the Program at any Test Center if a completed CMF is not returned with complete and accurate information by the deadlines established in Attachment A.

##### **1.2.2. Delivering SAT Practice Tools and Support**

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, access to the Official SAT Online Course (the 'Online Course') will be provided to all Students. Client's administrative personnel will have access to Online Course training, at no additional charge, which will give such personnel an overview of the features of the Online Course. Client will designate an Online Course Coordinator at each participating location who will be responsible for distributing information to students and encouraging Online Course use. Attachment A contains further terms related to the Online Course.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. The Client may purchase these products and services separately.

##### **1.2.3. Providing Accommodations to Participants with Disabilities**

Accommodations for Participants with disabilities will be granted and administered according to the College Board's standard eligibility and administration procedures. Participants must apply for accommodations under the College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <http://www.collegeboard.com/ssd/student> and <http://professionals.collegeboard.com/testing/ssd>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board's SSD program will result in scores that are

not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for designating an appropriate accommodations coordinator ('SSD Coordinator') to facilitate the application for and administration of approved accommodations. The 'Form to Establish an SSD Coordinator' is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

#### **1.2.4. Registering Students for the Program**

To participate in the Program, Client must ensure that students register by the deadlines designated, and using the methods described, in Attachment A. Client will be responsible for designating an appropriate registration coordinator ('Registration Coordinator') to oversee Program registration. The College Board will provide registration materials and instructions to the Registration Coordinator. Client shall ensure that copies of the SAT Registration Guide are distributed to all Participants at least four weeks in advance of the administration as outlined in Attachment A. Participants who are absent from the designated test administration date are eligible for one makeup test as outlined in Attachment A. The Participant is responsible for calling College Board customer service to transfer their registration to the designated makeup test date by the published registration deadline associated with such designated makeup test date. SAT Subject Tests are not offered under this Agreement. SAT fee waivers are not applicable to test fees under this Agreement, however normally fee waiver eligible students may use fee waivers for other services normally available to fee waiver recipients.

#### **1.2.5. Training of Designated Personnel at the Participating Schools**

The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as Test Center Supervisors, Registration Coordinators, SSD Coordinators, Online Course Coordinators, Associate Test Center Supervisors, Proctors, and Hall Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by the College Board to the Client and must be completed in accordance with the timeframes set forth in Attachment A. Designated Test Center Supervisors are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the Test Center Supervisor training and instructional materials, and may be required to complete Test Center staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Test Center where any Designated Personnel fail to complete such training prior to the scheduled test administration.

#### **1.2.6. Administering the SAT**

The SAT will be administered under standard College Board test administration and security protocols as specified in the CMF and Test Center Supervisor training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. The Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the Test Center Supervisor training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test on either the designated test day or designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of the Client to encourage Participants to complete the Program. Students testing under this agreement will follow the guidelines in the SAT Student Guide.



#### **1.2.7. Delivering SAT Data and Reports**

The College Board will furnish certain data and reports ('College Board Data') to Client as part of the Program. Attachment B to Schedule 1, Data Licensing Agreement, defines, and governs the use of, such data.

#### **1.2.8. Communications**

The College Board will create and send a series of customized communications to support the Program. Communications will be organized and delivered in three phases: (1) Announcement and Awareness, which covers pre-test communications to inform Students, parents, districts and schools about the general purpose and goals of the SAT School Day initiative as well as key 'what to expect' information to help all Participants complete the necessary activities before test day; (2) Readiness and Preparation, which covers communications that school personnel will need to prepare and deliver the actual School Day experience, including important reminders from the College Board to Participants and their parents to make sure they know what to expect on test day; and (3) Post-Test Activity Reminders and Updates, which covers important information for school personnel, Participants and parents, as well as communications to all those who contributed to the success of the Program.

### **2. Fees and Payment**

The Client assumes the responsibility for payment of all associated fees in accordance with the terms specified in Attachment A.

### **3. SAT School Day Program Terms and Conditions**

#### **3.1. SAT Program**

**3.1.1. SAT Ownership:** The Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to student scores derived from the exam, collected under this Agreement are at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the SAT examination including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the SAT exam to the Client or that its normal security procedures will be altered in any way. SAT is a registered trademark of the College Board.

#### **3.2. SAT School Day Readiness Products**

**3.2.1. General.** Client understands and agrees that the College Board's obligation to grant Client a license to use The Official SAT Online Course website pursuant to this Schedule is subject in full to the Client's compliance with (i) The Official SAT Online Course website terms and conditions located at [www.collegeboard.com/html/copyright001.html](http://www.collegeboard.com/html/copyright001.html), and (ii) the terms and conditions herein. Should Client fail to comply with either of these requirements, the College Board may terminate Client's access to The Official SAT Online Course website and may cancel this Schedule without liability.

**3.2.2. Appropriate Use.** The Online Course helps students prepare for the SAT. Users of the Online Course receive score reports including practice test score and practice essay scores ('Practice Scores'). Practice Scores provide helpful information about a student's readiness for the SAT. However, the College Board does not guarantee that students will receive the same scores on administered tests as they received on practice tests. Additionally, if Practice

Scores are used for purposes other than to inform test preparation, such scores should be reviewed and evaluated carefully and considered as only one piece of evidence.

**3.2.3. Ownership of Intellectual Property.** Client agrees and acknowledges that The Official SAT Online Course (including without limitation, methods of operation, architecture, processes, know-how, graphical user interfaces, aesthetic aspects and look and feel of or embodied therein), the Online Course training (including without limitation the ideas, lecture, appearance, performance, any broadcast, recording, videotape, webcast, reproduction and rebroadcast), the Official SAT Study Guide, the Official SAT Teacher's Guide, the SAT examinations, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to all student scores derived from the exam, collected under this Schedule (collectively 'College Board's Intellectual Property') is at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the College Board Intellectual Property including, without limitation, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Schedule should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board's Intellectual Property to the Client or that is normal security procedures will be altered in any way.

**3.2.4. License Grant.** The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license for (a) Students to use the Online Course and (b) for teachers and administrators of Client to view the Online Course training for internal purposes, solely in connection with use of the Online Course. With the exception of the licenses granted above, Client shall not reveal, use, copy, print, excerpt or disseminate the Online Course and/or the Online Course training, in any manner, without the express written consent of the College Board.

**3.2.5. Term.** Students will have access to the Official SAT Online Course until January 31, 2016 ('Online Course Term'). Accounts for seniors will be deactivated July 1st following their graduation. If the Online Course Term extends beyond the Term, then the Agreement shall remain active with respect to use of the Online Course. Client will not receive a refund for any unused accounts.

**3.2.6. Auto-Essay Scoring.** Unless otherwise noted, all purchases include auto essay scoring functionality. Students may submit up to ten (10) essays during each term for auto essay scoring.

**3.2.7. Additional Limitations.** Accounts associated with the Online Course may not be resold or otherwise provided to persons who are not Students. Client shall not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Online Course, system updates or any part thereof

### **3.3. SAT Data and Reporting**

**3.3.1.** Terms and conditions for SAT data and reporting are contained in Attachment B.

## Work Plan

### 1. Program Test Dates and Participating Cohort

Participating Cohort, Primary and Makeup Test Dates are as noted below.

John F Kennedy High School's Cohort:	Seniors,
Wilby High School's Cohort:	Seniors,
Crosby High School's Cohort:	Seniors,
Enlightenment School's Cohort:	Seniors,
Waterbury Arts Magnet School's Cohort:	Seniors,
Waterbury Career Academy High School's Cohort:	Seniors,
State Street School's Cohort:	Seniors,

Primary Test Date: October 14, 2015

Make Up Test Date: December 5, 2015 (National administration)

### 2. Registration

Program registration will be completed online by students using the Student Direct registration method; Students must have an e-mail account to complete registration. All Students must be registered by the Registration End Date defined elsewhere in this Attachment. The College Board will provide registration materials for Student Direct registration as outlined in Schedule 1. These materials will include online vouchers for Students and instructions for both the Students and the Registration Coordinator. Each voucher contains an online registration code that Students must use to register for the Program. If the Client requires that Students provide a unique identifying number at the time of registration (for example, a state-issued student ID number), such requirement must be conveyed to the College Board at least 120 days in advance of the Registration Start Date defined elsewhere in this Attachment. It is the responsibility of the Client to ensure that all Students know their unique identifying number and are aware of any requirement that such number must be provided at the time of registration.

### 3. Client Obligations

The following milestones and their associated completion dates ('Deadline') are critical to the success of the Program. The Client acknowledges their role in ensuring that the Deadlines are met, and further acknowledges that failure to meet any particular Deadline may result in an incomplete delivery of the Program or suspension or cancellation of the Program. The Client and College Board agree and commit to providing clear and complete notice to one another in the event that any particular Deadline is jeopardized during the course of the Program.

Key Milestone	Deadline for 10/14/2015 Admin	Client Obligations
Complete Test Center Intake Form	05/22/2015	Client is responsible for compiling accurate contact information for all proposed test center locations, including designated Test Center Supervisor, and confirming Enrollment on the Test Center Intake Form provided by the College Board. Test Center Intake Forms must be complete before Test Center Master Forms are distributed to the test center locations.
Establish Test Centers	08/14/2015	The designated Test Center Supervisor at each participating school will complete a Test Center Master Form provided by the College Board and return it in accordance with the instructions on the form. This form is required to recognize the school as a Test Center for the Program and enable shipment of test materials to the Test Center. Compliance is required for all participating schools, even those who are currently registered as test centers for National SAT Administrations.
Online Registration start date	09/02/2015	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1 and this Attachment.
Bulk Registration start date	As indicated on bulk registration website	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1, this Attachment and the bulk registration website <a href="https://professionals.collegeboard.com/testing/bulkregistration">https://professionals.collegeboard.com/testing/bulkregistration</a>
Application for Participants seeking to test with accommodations	08/26/2015	Client will ensure timely application by all Participants requesting College Board approved accommodations in accordance with the terms outlined in Schedule 1.
SAT Registration Guide distribution to Students	08/24/2015	Client shall ensure that copies of the SAT Registration Guide are distributed to all Participants.
Online Registration End Date	09/30/2015	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1 and this Attachment.
Registration End Date	As indicated on bulk registration website	Client will ensure compliance with all registration procedures in accordance with the terms outlined in Schedule 1, this Attachment and the bulk registration website <a href="https://professionals.collegeboard.com/testing/bulkregistration">https://professionals.collegeboard.com/testing/bulkregistration</a>
Test Center Supervisor Training	09/30/2015	Client will ensure compliance with all Test Center Supervisor Training requirements in accordance with the terms outlined in Schedule 1.
SAT School Day Test Administration	10/14/2015	Client will ensure all personnel facilities and logistics are in place for a successful test administration in accordance with the terms outlined in Schedule 1

#### 4. SAT School Day Customer Service for Educators

The College Board will provide the Client with telephone customer service support for educators. Specifically the College Board will provide:

- Step-by-step assistance with College Board online tools (e.g. SAT Online Registration, SSD System, TCS Site, etc.)
- Assistance with completing required forms (e.g. Intake, CMF, AI Request Form, etc)
- Assistance with obtaining additional materials (e.g. Voucher Codes, Publications)
- Assistance with online course access
- Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 8:00 a.m. to 9:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

## 5. Required Information

The Client shall furnish the College Board with: (i) a list of districts and participating high schools with their respective High School Code as prescribed in Section 6, (List of Participating Schools); incorporated by reference herein. Changes to the list of participating high schools cannot be made after **September 14, 2015**.

## 6. List of Participating Schools

DISTRICT NAME	SCHOOL NAME	HIGH SCHOOL CODE
Waterbury Public Schools	John F Kennedy High School	070840
Waterbury Public Schools	Wilby High School	070870
Waterbury Public Schools	Crosby High School	070835
Waterbury Public Schools	Enlightenment School	070875
Waterbury Public Schools	Waterbury Arts Magnet School	070867
Waterbury Public Schools	Waterbury Career Academy High School	070863
Waterbury Public Schools	State Street School	070876

## 7. Fee Calculation for Service and Deliverables

The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Cohort as indicated in section 1 of the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official Free and Reduced Price Lunch (FRPL) percentage for the Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the SAT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

Free and Reduced Price Lunch (FRPL)	Multiple Assessments and/or Grades		Single Assessment and/or Grade	
	With Essay	Without Essay	With Essay	Without Essay
<25%	\$46.25	\$36.50	\$51.50	\$40.50
>=25% and <75%	\$36.00	\$28.50	\$46.25	\$36.50
>=75%	\$34.00	\$26.75	\$44.25	\$35.00

Client will be charged a fixed fee based on enrollment, regardless of how many Participants actually test. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

If the Client determines, after the signing of this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (increase or decrease), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on



official letterhead, to: SAT School Day, College Board, 250 Vesey Street, New York, NY 10281 no later than October 31, 2015.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request from Client a verification of enrollment by participating grade. If enrollment figures provided by the differ from those provided herein, the College Board will adjust the fee to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a participating grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional Participants at the then-current rate as indicated on the College Board's website located at <http://professionals.collegeboard.com/testing/sat-reasoning/register/fees>. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

No Participant will be assessed an individual fee for testing under this Schedule. Furthermore, there are no fee waivers granted for Participants.

## **Attachment B Data License Agreement**

### **1. The College Board Data**

- 1.1. The College Board shall provide the following data, listed in 1.1.1-1.1.3 ('College Board Data') and reports to the School Day Client
  - 1.1.1. Aggregate SAT content-level information based on SAT Test Form Data including item type, difficulty level and content code.
  - 1.1.2. Student and Item Level data for the SAT test administered as a part of the agreement for the primary test date and any make ups administered as a part of this program. Student and Item Level data will include student personal identifying information, gender, ethnicity, and binary student responses (right, wrong, omits), to all items completed by students, excluding the variable section.
  - 1.1.3. SAT Performance Data and Reports for SAT test administered as a part of the agreement for the primary test date only as a part of this program. SAT Performance Report is an aggregated performance report at a state, district, and school, when appropriate, and will include percentage of items answered correctly by each skill group, mean scores by section and student score distribution. Schools with fewer than ten participants will not receive SAT Performance Report.
- 1.2. College Board Data shall be used only for the following purposes
  - 1.2.1. To enable the Client to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.

### **2. License Grant and terms of use**

- 2.1. The Client shall not use the College Board Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than that granted herein, any College Board Data or any derivative works containing College Board Data without prior written consent of the College Board.
- 2.2. The Client acknowledges the sensitive and confidential nature of the College Board Data and it agrees that access to College Board Data will be given only to those employees who agree to be bound by the terms of this Data License Agreement.
- 2.3. The College Board will deliver Standard student- and school-level reports four weeks after the respective test administration to respective schools and students. School Day Reports will be delivered 8 weeks following the test administration. Permission to use College Board Data shall continue until the termination of the Agreement.

### **3. Ownership of the Data**

- 3.1. The College Board Data are, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, including but not limited to student scores derived from the exam, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).
- 3.2. The Client shall not reveal or release the College Board Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the College Board.

### **4. The Client Data**

- 4.1. The Client shall provide the following data ('Client Data') to the College Board, if the College Board requests such data and it is readily available from the Client
  - 4.1.1. Participant-level course-taking information
  - 4.1.2. Participant-level grade/performance information

4.2. If provided, Client Data shall be used for the following purposes

- 4.2.1. To demonstrate to the Client the impact of Participant preparation on SAT scores and overall college readiness.
- 4.2.2. To assist the College Board in building new Client reporting services for future initiatives; such as the development and validation of a scale that measures the difficulty and rigor of students' high school curriculum.

**5. Client License Grant and Terms of Use**

5.1. The College Board shall not use the Client Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than granted herein, any Client Data or any derivative works containing Client Data without prior written consent of the Client.

5.2. The College Board acknowledges the sensitive and confidential nature of the Client Data and it agrees that access to the Client Data will be given only to those employees, who agree to be bound by the terms of this Data License Agreement.

**CLIENT CONTACT INFORMATION**

	Primary <sup>2</sup>	Data Recipient <sup>3</sup>	Billing <sup>4</sup>
Name:	Kevin Walston	Robert Johnston	Robert Johnston
Title:	Instructional Leadership Director	Principal	Principal
Address :	236 Grand Street	422 Highland Avenue	422 Highland Avenue
City/State/Zip:	Waterbury, Connecticut 06702	Waterbury, Connecticut 06708	Waterbury, Connecticut 06708
Phone:	203.755.3626	203.574.8194	203.574.8194
Email:	kwalston@waterbury.k12.ct.us	rjohnston@waterbury.k12.ct.us	rjohnston@waterbury.k12.ct.us

### Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2015	June 30, 2016	1216	\$7.50	\$12,160.00	\$3,040.00	\$9,120.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2015	June 30, 2016	1404	\$7.50	\$14,040.00	\$3,510.00	\$10,530.00
SAT SD Fixed-Fee With Essay - 12th Grade	July 1, 2015	June 30, 2016	1111	\$34.00	\$60,549.50	\$22,775.50	\$37,774.00

Subtotal: \$86,749.50  
 Total Discount: \$29,325.50  
 Total Cost: \$57,424.00

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201\_\_)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

No Contracts with the City

☐

**ReadiStep™ & SAT® School Day**

(Service or Commodity Covered by Contract)

**May 26, 2014- June 30, 2015**

(Term of Contract)

-----

(Service or Commodity Covered by Contract)

(Term of Contract)

-----

(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201\_\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

No Purchase Order(s) with the City

☐

NONE

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

NONE

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

NONE

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201\_\_)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☐

NONE

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

NONE

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐


1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.  
THE COLLEGE BOARD

\_\_\_\_\_  
(Name of Company, if applicable)

  
\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)  
JEREMY SINGER, CHIEF OPERATING OFFICER

9/1/2015  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass-through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

College Entrance Examination Board  
dba The College Board  
250 Vesey Street  
New York, NY 10281.

Print Name and Title of Authorized Representative:

Jeremy Singer, Chief Operating Officer

Signature of Authorized Representative:

Date: 9/11/2015

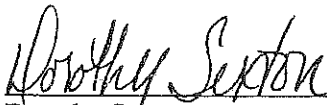
CORPORATE RESOLUTION

I, Dorothy Sexton, VP for Governance and Secretary of The College Board, a corporation organized and existing under the laws of the State of New York, hereby certify that the following is a full and true copy of a resolution adopted at a meeting of the Board of Trustees of The College Board, held on the 15<sup>th</sup> day of April, 2013.

Resolved that Jeremy Singer is authorized as of April 15, 2013 to make, execute and approve on behalf of The College Board, any and all contracts and to execute and approve on behalf of The College Board other instruments, a part of or incident to such contracts; effective until otherwise ordered by the Board of Trustees.

I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended, or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of The College Board on this 2 day of Sept, 2013.

  
\_\_\_\_\_  
Dorothy Sexton  
VP for Governance and Secretary

(Corporate Seal)



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

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

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

State of \_\_\_\_\_

SS.: \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and  
says that:

1. I am the Chief Operating Officer of College Entrance Examinato Board dba The College Board (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

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

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 The College Board	New York	250 Vesey Street, New York, NY 10281
2		
3		
4		

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

**For Partnership/Sole Proprietor**

In presence of:

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Name of Partnership/Business

By: \_\_\_\_\_  
 Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
 Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

**For Corporation**

\_\_\_\_\_  
Witness

Jeremy Singer  
Name of Corporate Signatory

\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

By: \_\_\_\_\_

Jeremy Singer

Its: Chief Operating Officer  
Title

State of NEW YORK )

) SS

County of KINGS )

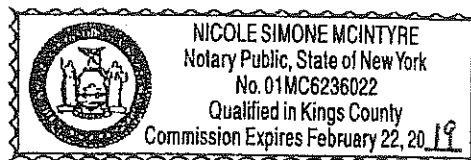
Jeremy Singer being duly sworn,

deposes and says that he/she is C.O.O. of College Board and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 1<sup>st</sup> day of September 2015.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: 2/22/2019



High School Grading/QPR**GRADUATING CLASSES OF 2016 THROUGH 2018:****FORMULA:**

The formula to be used for grading students' performance in the area of knowledge acquisition will be 100% as defined below:

Calculating Student Grades	
60% Assessments:	i.e. meets expectations through standards based assessments, meets expectations through summative assessments, meets expectations through teacher made test, quizzes, text driven assessment, projects curriculum based and completed with accuracy.
20% Class work:	i.e. Daily assignments completed, with accuracy, extended assignments completed on time and with accuracy, formative assessments curriculum based.
10% Disposition toward learning:	i.e. actively engages in class, participates in group, displays perseverance, integrity and social and civic expectations.
10% Homework:	i.e. assignments independently completed outside of the classroom.

**WEEKLY GRADING:** All teachers shall develop and maintain a numerical grade for all students ~~on a weekly or bi-weekly basis~~. This is becoming increasingly necessary when students transfer from one school to another in the middle of a semester and don't have grades to accompany their registration. **Upon the District updating of classroom student rosters into Progress Book, teachers will upload all student assignment, quiz and test grades into Progress Book on a regular basis, but at a minimum of at least every three weeks. Student grades will be uploaded on a weighted average basis, whereby the teacher will assign a weight to particular types of assignments (e.g. homework, quizzes, and tests) by follow the applicable Board of Education grading policy.** A numerical grade indicating student performance at the time of exit from a school must be made available for the receiving high school. Teachers shall make two or more comments per student per subject for each marking period. Report cards shall be expeditiously processed and returned to the teacher as soon as practicable after submission to Central Office.

**INTERIM REPORTS:** **Reports** shall be sent home half-way through each marking period. These reports are issued to students whose academic achievement is below expected level. A copy shall be submitted to the building principal.

**MAKE- UP WORK:** Work missed due to absences will be completed within 10 school days upon return to school. Exceptions may be made with administrative approval.



**GRADING SENSITIVITY:** Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with students, guidance counselors, department heads, and administrators to seek an alternative route to improve student performance.

**HOMEBOUND INSTRUCTION:** All long term homebound instructors will contact the classroom teacher for material to be covered and administer quizzes and tests developed by the classroom teacher. The homebound instructor will return the test to the classroom instructor for grading. Regular reports on the status of the student's performance will be sent to the building principal at the high school the student attends.

**EXTRA-CURRICULAR ACTIVITIES:** Students who have not earned the required Carnegie Units for the designated rank will be ineligible to participate in extra-curricular activities. As soon as students exceed unexcused absences, in accordance with the Board of Education attendance policy, they will be immediately ineligible to participate in extra-curricular activities (all after school programs). Additionally, beginning with the 2007/08 school year, Students who have not maintained a **letter grade** numerical average of "**C-**" 70.0 or higher OR a **1.67** 2.0 GPA during the marking period preceding AND during the student's participation will be ineligible to participate in extra-curricular activities. (See Student –Athlete Eligibility Checklist-High School also).

**PASSING GRADE:** The passing letter grade is "**D**" 65.

District-wide curriculum offerings at the high schools will consist of core academics and electives. Selected district-wide core and elective courses at the Accelerated Level will be modified to incorporate extended requirements for students to earn additional quality points.

#### **SWITCHING NUMERIC GRADES TO LETTER GRADES:**

QPR		
Letter Grade	Equivalent # Grade	Value
A+	97-100	2.0
A	93-96	1.9
A-	90-92	1.8
B+	87-89	1.7
B	83-86	1.6
B-	80-82	1.5
C+	77-79	1.4
C	73-76	1.3
C-	70-72	1.2
D+	67-69	1.1
D	65-66	1.0
F*	60-64	0.5
F	below 60	0.0
E	excessive absences	0.0
I	incomplete	0.0

To achieve a passing grade for the class for the year a student must have an average credit value of 1.0 for the entire year as calculated for a final grade.

Final grades will be calculated with the each Quarter worth 20% of a students' grade and the midterm exam and final exam each worth 10% of the final grade. (In half-year courses, the final exam for the course will count as 20% of the course grade).

To qualify for Summer school students need to earn a total of at least 1.0 in credit values for the academic year as a sum of the four quarter credit values (exam grades are not included).



A grade of “E” is given to any student that is denied credit for excessive absences

A grade of “I” is given if the teacher determines that the student’s work is incomplete. Grades of “I” can be changed by a teacher at any point during the year. Any grade of “I” that remains at the conclusion of **September** of the **next** school year will be changed to an “F”.

## **WEIGHTING:**

### **1. Three Levels of Academics:**

- **Advanced** – Advanced Placement (AP) courses approved by the College Board and courses through the University of Connecticut Early College Experience (ECE) Program
- **Accelerated** – Honors courses
- **Academic Core** – All other courses in the core subject and elective areas

### **2. Quality Points:**

Total Quality Points ÷ Total Number of Courses Taken = Quality Point Ratio (QPR)

Grade Range	Academic Core	Accelerated	Advanced
98-100	4.33	4.68	5.05
94-97	4.00	4.32	4.66
90-93	3.66	3.96	4.27
87-89	3.33	3.60	3.89
83-86	3.00	3.24	3.50
80-82	2.67	2.88	3.11
77-79	2.33	2.52	2.72
73-76	2.00	2.16	2.33
70-72	1.67	1.80	1.94
67-69	1.33	1.44	1.55
65-66	1.00	1.08	1.17
Below 65	0.00	0.00	0.00

- 3. Quality Points Ratio (QPR):** This chart has been revised using a standard multiplier (8%) to create the Accelerated and Advanced Levels. This will allow for a multiplier of 4% to be used for any Accelerated Course with extended requirements. The 4% multiplier will meet the needs of all students who are in the ACE, ATOMS, and SOAR programs as well as those students who take Accelerated Level Courses with extended requirements.

- **EXAMPLE:** An ACE, ATOMS, or SOAR student in Honors Algebra I who meets the extra course requirements would receive more quality points using the 4% multiplier.

Course Level	Student Grade	QPR	With the 4% Multiplier
Accelerated	96	4.32	4.49

To determine the rank in class, the following formula is to be used to calculate QPR:

***Total Quality Points ÷ Total Number of Courses Taken = Quality Point Ratio (QPR)***

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

#### 5. Class Ranking:

A student must be in attendance in the Waterbury School System for at least 3 continuous semesters (1½ years) to be considered for all academic recognition related to class rank.

#### 6. Honor Roll:

The designation of High Honors, First Honors, and Second Honors will be determined by the student's QPR each marking period.

Highest Honors	4.0 – 5.05 QPR.
First Honors	3.5 – 3.99 QPR.
Second Honors	3.0 – 3.49 QPR.

#### 7. Promotion and Graduation Requirements:

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

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

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

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

#### INCOMPLETE GRADE:

~~An incomplete grade must be changed to a numerical grade and submitted to the office no later than mid-way through the following marking period.~~

#### EXAMS:

~~Mid term and final exams will be given for all full year courses beginning with the 1999 2000 school year. The average of mid term and final examinations will count as 25% of the course grade in full year courses. In half year courses, the final exam for the course will count as 25% of the course grade.~~

*(Note: Graduating Class is defined as a group of students who started ninth grade for the first time and are expected to graduate in four years. For example, if a student started as a*



*freshman in 2015 then their expected graduating class would be 2019.)*

## **GRADUATING CLASSES OF 2019 AND BEYOND:**

### **FORMULA:**

The formula to be used for grading students' performance in the area of knowledge acquisition will be 100% as defined below:

Calculating Student Grades	
60% Assessments:	i.e. meets expectations through standards based assessments, meets expectations through summative assessments, meets expectations through teacher made test, quizzes, text driven assessment, projects curriculum based and completed with accuracy.
20% Class work:	i.e. Daily assignments completed, with accuracy, extended assignments completed on time and with accuracy, formative assessments curriculum based.
10% Disposition toward learning:	i.e. actively engages in class, participates in group, displays perseverance, integrity and social and civic expectations.
10% Homework:	i.e. assignments independently completed outside of the classroom.

**WEEKLY GRADING:** All teachers shall develop and maintain a numerical grade for all students ~~on a weekly or bi-weekly basis~~. This is becoming increasingly necessary when students transfer from one school to another in the middle of a semester and don't have grades to accompany their registration. **Upon the District updating of classroom student rosters into Progress Book, teachers will upload all student assignment, quiz and test grades into Progress Book on a regular basis, but at a minimum of at least every three weeks. Student grades will be uploaded on a weighted average basis, whereby the teacher will assign a weight to particular types of assignments (e.g. homework, quizzes, and tests) by follow the applicable Board of Education grading policy.** A numerical grade indicating student performance at the time of exit from a school must be made available for the receiving high school. Teachers shall make two or more comments per student per subject for each marking period. Report cards shall be expeditiously processed and returned to the teacher as soon as practicable after submission to Central Office.

**INTERIM REPORTS:** **Reports** shall be sent home half-way through each marking period. These reports are issued to students whose academic achievement is below expected level. A copy shall be submitted to the building principal.

**MAKE- UP WORK:** Work missed due to absences will be completed within 10 school days upon return to school. Exceptions may be made with administrative approval.

**GRADING SENSITIVITY:** Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with students, guidance counselors, department heads, and administrators to seek an alternative route to improve student performance.

**HOMEBOUND INSTRUCTION:** All long term homebound instructors will contact the classroom teacher for material to be covered and administer quizzes and tests developed by the classroom teacher. The homebound instructor will return the test to the classroom instructor for grading. Regular reports on the status of the student's performance will be sent to the building principal at the high school the student attends.

**EXTRA-CURRICULAR ACTIVITIES:** Students who have not earned the required Carnegie Units for the designated rank will be ineligible to participate in extra-curricular activities. As soon as students exceed unexcused absences, in accordance with the Board of Education attendance policy, they will be immediately ineligible to participate in extra-curricular activities (all after school programs). Additionally, beginning with the 2007/08 school year, Students who have not maintained a letter grade numerical average of "C-" 70.0 or higher OR a 1.67 2.0 GPA during the marking period preceding AND during the student's participation will be ineligible to participate in extra-curricular activities. (See Student –Athlete Eligibility Checklist-High School also).

**PASSING GRADE:** The passing letter grade is "D".

District-wide curriculum offerings at the high schools will consist of core academics and electives. Selected district-wide core and elective courses at the Accelerated Level will be modified to incorporate extended requirements for students to earn additional quality points.

#### SWITCHING NUMERIC GRADES TO LETTER GRADES:

QPR		
Letter Grade	Equivalent # Grade	Value
A+	97-100	2.0
A	93-96	1.9
A-	90-92	1.8
B+	87-89	1.7
B	83-86	1.6
B-	80-82	1.5
C+	77-79	1.4
C	73-76	1.3
C-	70-72	1.2
D+	67-69	1.1
D	65-66	1.0
F*	60-64	0.5
F	below 60	0.0
E	excessive absences	0.0
I	incomplete	0.0

To achieve a passing grade for the class for the year a student must have an average credit value of 1.0 for the entire year as calculated for a final grade.

Final grades will be calculated with the each Quarter worth 20% of a students' grade and the midterm exam and final exam each worth 10% of the final grade. (In half-year courses, the final exam for the course will count as 20% of the course grade).

To qualify for Summer school students need to earn a total of at least 1.0 in credit values for the academic year as a sum of the four quarter credit values (exam grades are not included).

A grade of "E" is given to any student that is denied credit for excessive absences

A grade of "I" is given if the teacher determines that the student's work is incomplete. Grades of "I" can be changed by a teacher at any point during the year. Any grade of "I" that remains at the conclusion of September of the next school year will be changed to an "F".



**GRADE WEIGHTING & CLASS RANKING:** Students are provided with a non-weighted Grade Point Average and a weighted Quality Point Ranking (QPR) at the end of each academic year, excluding senior year. Final senior GPAs and QPRs will be determined after seven semesters. GPA (non-weighted) ranges from 4.0 **4.33** to 0 and is an indicator of academic success; QPR (weighted) ranges from 15.0 **15.5** to 0 and is an indicator of average academic rigor. In each case, the higher the numeric value, the more successful the academic performance.

**OVERALL GRADE POINT AVERAGE:** An overall GPA will be calculated based on the un-weighted arithmetic average of grades in all courses, using numerical grade values as follows:

A+ = 4.33	B+ = 3.33	C+ = 2.33	D+ = 1.33
A = 4.0	B = 3.0	C = 2.0	D = 1.0
A- = 3.67	B- = 2.67	C- = 1.67	F = 0.00

$$\text{Overall GPA} = \frac{\sum(\text{Course Credit}) * (\text{Course GPA})}{\sum \text{Course Credits}}$$

**QUALITY POINT RANKING (QPR)/CLASS RANK:** The Waterbury Public School System believes it is necessary and important to provide differentiated quality points for the purpose of weighting its academic course offerings at the high school. The current curriculum contains a wide variety of courses at various levels of academic challenge. Students are allowed considerable choice and are encouraged to strive for academic excellence. Grade weighting encourages and reward students for selecting courses at more challenging levels of difficulty.

Quality points are the weights that are assigned to courses in order to communicate their differing academic challenge. Weights assigned to academic courses communicate the level of academic challenge inherent in each course to students and their parents; therefore, the weights assigned help students to make more appropriate course selections. Additional weights assigned to college preparatory courses recognize that more challenging courses require advanced levels of work; therefore, advanced courses have higher course weights.

A grade weighting/class ranking system shall be implemented for the high schools as follows:

Grade Range			Advanced AP/UCONN	Accelerated ACE/ATOMS/SO AR	Honors	Academic Core
Min	Max					
97	100	A+	15.5	14	13	11
93	96	A	14.5	13	12	10
90	92	A-	13.5	12	11	9
87	89	B+	12.5	11	10	8
83	86	B	11.5	10	9	7
80	82	B-	10	9	8	6
77	79	C+	9	8	7	5
73	76	C	8	7	6	4
70	72	C-	7	6	5	3
67	69	D+	6	5	4	2
65	66	D	5	4	3	1
Below 65		F	0	0	0	0

All grades shall be rounded to the nearest whole number

$$\text{Overall QPR} = \frac{\sum(\text{Course Credit}) * (\text{Course QPR})}{\sum \text{Course Credits}}$$

**HONOR ROLL:** The designation of High Honors and Honors will be based on GPA each marking period.

High Honor Roll: GPA at least 3.67 or above (at least an A- and above)  
Honor Roll: GPA at least 3.00 – 3.66 (at least a B to B+)

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

(cf. 6146 - High School Graduation Exit Criteria)

Legal Reference: Connecticut General Statutes  
10-220g. Policy on weighted grading for honors and advanced placement classes.

Policy adopted by the Waterbury Board of Education on March 7, 2013, revised on May 7, 2015,  
and revised on \_\_\_\_\_



#6



## New Tech Network

### *NEW TECH SCHOOL AGREEMENT*

This New Tech School Agreement ("Agreement") is effective as of the date signed by the Mayor is by and between **NEW TECHNOLOGY NETWORK, LLC**, an Ohio non-profit limited liability company ("New Tech National"), and the Board of Education of **WATERBURY PUBLIC SCHOOLS**, a Connecticut Public School District ("District").

#### RECITALS

A. New Tech National (sometimes referred to as NTN in the Exhibits) offers a school education program (the "NTHS Model") for the legitimate educational interest of: (i) preparing students to excel in an information-based, technologically advanced society; (ii) raising graduation rates and achievement test scores; and (iii) increasing college enrollment and the completion of college.

B. District desires **Crosby High School** (the "New Tech School" and referred to as the "School" in the Exhibits attached hereto) to become a member of the network of schools throughout the country that use and follow the NTHS Model (the "New Tech Network").

C. The District has secured the necessary financial and community support for implementation of the NTHS Model as provided herein.

D. District desires to license from New Tech National the right to use the NTHS Model, including the materials, technology and platforms described herein, and retain New Tech National as an independent contractor to implement the NTHS Model as provided for herein at the New Tech School, and New Tech National wishes to provide such license and services, on the terms and conditions hereinafter set forth.

E. New Tech National's grant of applicable licenses and provision of services to District, in connection with the NTHS Model, contributes importantly to the furtherance of New Tech National's charitable and educational mission. As part of New Tech National's charitable and educational mission, New Tech National seeks to continually improve the NTHS Model for the benefit of current and future New Tech Schools.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. License and Services.

(a) *License.* New Tech National hereby grants the District a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the term of this Agreement as provided for in Section 6 (the “Term”), to access and use (i) the NTHS Model as described in this Agreement, (ii) the website(s) and software related to the NTHS Model which is described in part on Exhibit A to this Agreement (the “NTN Technology” or, for purposes of the Exhibits attached hereto, also referred to as “NTN Echo”), (iii) the resources, learning modules, webinars and other content made available to District through the NTN Technology, including but not limited to all resource libraries and project libraries owned or licensed by New Tech National (collectively, “New Tech Learning Platform”); and (iv) the New Tech National trade and service marks (“Marks”) in accordance with the Trademark Usage Policy provided by New Tech National to District, all for the sole purpose of establishing and operating the New Tech School in District’s school district and subject to all terms and conditions provided for herein (collectively, the “License”). The NTHS Model, NTN Technology and New Tech Learning Platform are collectively referred to in this Agreement as the “New Tech Platform.” New Tech National may update the functionality, user interface, or other aspects of the New Tech Platform from time to time in its sole discretion – the terms of the Agreement will apply to each such update.

(b) *Services.* New Tech National will provide services to District to assist District in developing and implementing the NTHS Model for the New Tech School, as such services are described in Exhibit A under the heading Services (the “Services”). District understands and agrees that neither the New Tech Platform nor any of the Services are provided on an exclusive basis to District; New Tech National may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the New Tech School. District also understands that transmission of its data over the Internet is fundamentally necessary to the use of the New Tech Platform. New Tech National uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech National, when transmitting and receiving data to and from the District. Even so, District acknowledges that New Tech National cannot and does not guarantee the security of data transmitted over the Internet or through District’s local network.

(c) *Not Official Repository.* District agrees that: (i) the New Tech Platform is not the official repository for the District’s and/or the New Tech School’s educational, employee, student or other records; (ii) the District will maintain all such records it should or must maintain; and (iii) New Tech National will not, under any circumstances, be responsible for a failure to maintain records within the New Tech Platform or elsewhere that the District should or must maintain as official records.

(d) *Third-Party Services Engaged by District.* New Tech National (through the New Tech Platform or its literature) may reference, promote, make available, utilize and/or offer applications, hyperlinks to websites/platforms, products or services provided by entities other than New Tech National, including, without limitation, training, implementation and other consulting services related to District’s or New Tech School’s implementation of the NTHS Model (collectively, “Third Party Services”). For avoidance of doubt, Third Party Services include, among other things, any applications, widgets, software, materials, products and/or services made available to District or a New Tech School under a separate agreement between the District/New Tech School and the provider of a Third Party Service. With respect to Third Party Services:

(1) New Tech National makes no representations or warranties, whether or not such Third Party Services are approved, utilized, recommended or otherwise promoted by New Tech National. New Tech National is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, security, reliability, legality, or any other aspect of any Third Party Service.

(2) To the extent applicable, any purchase by District of any Third Party Service is solely between District and the provider of the Third Party Service.

(3) Simultaneous with District's installation, use or enablement of a Third Party Service with New Tech Platform, District grants New Tech National a right and license to provide, or permit the provider of such Third Party Service to access and use, any data or records (including, without limit, confidential student data) as may be requested or needed by the provider of such Third Party Service for the interoperation of the Third Party Service with the New Tech Platform. Any exchange of data or other interaction between District (or New Tech School) and the provider of a Third Party Service is solely between District and that provider. New Tech National shall not be responsible for any disclosure, modification or deletion of any records or data resulting from any such access by the Third Party Service or its provider.

(e) *Suspension of Access.* District agrees that New Tech National may with reasonably contemporaneous notice (including by telephone or email) to District suspend access to the New Tech Platform (or any part thereof) if New Tech National reasonably concludes that the New Tech Platform is being used to engage in denial of service attacks, spamming, or illegal activity, or is causing immediate, material and ongoing harm to New Tech National or others (each, a "Suspension"). In the event of a Suspension, New Tech National will use commercially reasonable efforts to limit the Suspension to the offending portion of the New Tech Platform and to resolve the issue(s) causing the Suspension. District agrees that New Tech National shall not be liable to District, the New Tech School nor to any third party for any Suspension.

## **2. District Obligations, Contributions and School Users.**

(a) *Payment of Amounts Due.* District will promptly pay to New Tech National all amounts due to New Tech National under this Agreement as provided for in this Agreement.

(b) *Minimum Requirements.* District will provide, at its own expense and as described in Exhibit B to this Agreement, all facilities, technology, staffing, and other materials and resources necessary for the formation and operation of the New Tech School in District's school district. District agrees to obtain the resources necessary to establish and successfully operate the New Tech School.

(c) *Planning Academy.* Prior to attending New Tech National's Leadership Residency, District will complete and submit a series of deliverables (tasks) within the Echo Planning Academy course. The District's deliverables will provide New Tech National with an understanding of how District intends to address facilities, technology, staffing, and funding for its New Tech School. New Tech National will review the District's deliverables and provide feedback to District on the submitted deliverables to further joint planning for a strong and sustainable implementation. The start date for any timeline or due or target dates agreed to by the parties will not be applicable until New Tech National accepts District's deliverables. Should District be required to revise and resubmit any deliverables to New Tech National, then such time as required for District to revise and New Tech National to accept such deliverables will be automatically added to any timeline or due or target dates agreed to by the parties hereunder.

(d) *On-going Operation of New Tech School.* Once established and during the Term, District will operate the New Tech School in accordance with the NTHS Model and the principles and guidelines for the same as provided to District, from time to time, by New Tech National. District commits to use its best efforts to attain in all categories at least the status of “successful” (and with the goal of attaining in all categories the status of “highly successful”) in accordance with the School Success Rubric standards attached hereto as Exhibit C. To the extent District does not attain such level, then New Tech National may terminate this Agreement or, in its discretion, require that District undertake, at District’s expense, certain remedial actions and measures. New Tech National representatives will have access to the New Tech School during normal business hours, with prior reasonable notice and in accordance with applicable laws, to inspect the on-going operations of the New Tech School as well as to ensure compliance with this Agreement by District and the maintenance of the goodwill and reputation associated with New Tech National, its NTHS Model and the Marks.

(e) *Data Collection.* District will permit New Tech National to gather school-wide data from the New Tech School for use in evaluating the on-going effectiveness of the New Tech School and the NTHS Model and for improving or modifying the same, for the purpose of creating statistics and reports to support grant applications and other financial support and funding, and for the purpose of publication in the education field.

(f) *District Input.* District will promptly notify New Tech National should District identify any problems or issues with the NTHS Model as it applies to the New Tech School, including any issues, errors or malfunctions in the NTN Technology, the New Tech Learning Platform and/or in the Materials (as later defined herein).

(g) *District Contributions to the New Tech Learning Platform.* New Tech National has created electronic resource libraries, electronic project libraries and other venues whereby content and materials may be contributed by and used by District and other parties. As between New Tech National and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) (“District Contributions”), it automatically grants New Tech National and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech National, existing and future users or contributors to the New Tech Platform, and any other New Tech National authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

(h) *Cooperation.* The parties will cooperate to help assure the successful implementation of the NTHS Model.

(i) *School Users.* The District is responsible for authorizing and regulating the use of the New Tech Platform by the District’s employees and agents, as well as the New Tech School’s employees, administrators, teachers, agents, students and the student’s parents or guardians (“Users”). The District is further responsible for providing each such User a unique user name and passcode (“IDs”) to permit the User to access the New Tech Platform. The District will inform Users that the ID’s are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a

New Tech School), and any User's compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform.

### **3. Fees.**

(a) *Fees.* Attached as Exhibit D is an agreed schedule for payment of compensation for Services and License received by District.

(b) *Payment.* District will pay New Tech National in accordance with the schedule set forth in Exhibit D within thirty (30) days of the date of any and all invoices. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, New Tech National reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law. This provision shall not apply to the Planning & Start up support payment and the Year 1 Support payment.

### **4. Work Product; Ownership of Intellectual Property.**

(a) *Ownership of NT Materials and New Materials.* New Tech National owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech National or made accessible to District in connection with the License and/or the Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the "NT Materials"). Further, District acknowledges and agrees that any and all improvements in, additions to, revisions or translations of, changes or any other modifications of or developments relating to the NT Materials ("New Materials") belong to New Tech National simultaneous with the creation of the same. Notwithstanding the foregoing and for avoidance of doubt, neither NT Materials nor New Materials includes District Contributions or Third Party Services. Except for the limited use rights granted under this Agreement, neither the District nor any User shall acquire any right, title or interest in any NT Materials or New Materials. Any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech National.

(b) *Assignment of Rights in New Materials.* To the extent District or any of its employees or agents creates or contributes to any New Materials, then District agrees that in consideration for the Services and License, the District will assign, and will cause its employees and agents to assign, to New Tech National upon the request of New Tech National, all right, title and interest of District and/or its employees or agents in any such New Materials. District will cooperate with, and to the best of its ability, assist New Tech National (at New Tech National's expense) in New Tech National's efforts to secure, vest, protect, record, further document or register such assignment and New Tech National's rights in any New Materials, including but not limited to executing all papers reasonably desirable or necessary to further document this assignment and vesting of rights in New Tech National.

(c) *Permitted Uses of NT Materials and New Materials under License.* Except with respect to the NTN Technology, the License includes a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to District to the NT Materials and the New Materials (collectively, the "Materials") during the Term to engage in the following solely for the purpose of establishing and operating the New Tech School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site,



by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students associated with the New Tech School, (v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is granted herein will be limited to purposes of District's implementation and operation of the New Tech School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech National are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

(d) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the Materials except as explicitly permitted under this Agreement, and District will not decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the NTN Technology. No right is granted hereunder to rent the Materials, to use the Materials for commercial purposes, or to use the Materials to perform services for third parties (so-called "service bureau" uses).

## **5. Confidentiality.**

(a) *FERPA Compliance.* District affirms that it has satisfied the requirements set forth in The Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq) and applicable regulations ("FERPA"), to permit it to disclose to New Tech National education records maintained by the District for students at the New Tech School, that include personally identifiable information, as defined by FERPA ("Protected Student Data"). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech National from which all personally identifiable information has been removed. Each party will comply with privacy laws (including, without limit, FERPA) applicable to it as to Protected Student Data the District provides to New Tech National. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any consents required under FERPA for a student's use of the NTN Technology or the New Tech Learning Platform; and (ii) to the extent required by the Children's Online Privacy Protection Act or other law, disclosing (via acceptable use policies or otherwise) and obtaining any required consents for the collection of data or information from users of the NTN Technology or the New Tech Learning Platform, including the use of such data or information by the District or New Tech National. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech National upon request.

(b) *Non-Use and Non-Disclosure; Duty of Care.*

(1) The District hereby covenants and agrees that, except as expressly contemplated by this Agreement or any other agreement between the District and New Tech National, it will not at any time: (i) use Confidential Information (as defined below) of New Tech National except as reasonably required to comply with the terms of this Agreement; or (ii) except as required or permitted by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of New Tech National. Furthermore, the District will at all times protect New Tech National's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. The term "Confidential Information" will include all technical data, know-how and information not generally known to the public and not readily ascertainable by proper means by outsiders, constituting or comprising or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Unless specifically identified for use and distribution outside of the

New Tech School constituency, all Materials are deemed to be the Confidential Information of New Tech National.

(2) New Tech National hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District's Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein, including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech National will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon request by District, New Tech National will use commercially reasonable means or methods to return to the District or destroy any Protected Student Data in the possession or under the control of New Tech National.

(3) The New Tech Platform is used to upload academic and non-academic data to, and retrieve that data from, a database (the "Database"). District acknowledges that the Database will be hosted on equipment under the physical control of New Tech National or of a reputable third party service provider ("Database Host") as selected by New Tech National from time to time. New Tech National represents that it has investigated the data privacy and data security practices of such Database Host and determined that it utilizes such safeguards as are common in the industry to protect the confidentiality of Protected Student Data, including without limitation, firewalls, patch management procedures, security monitoring and response methods, and other relevant data security measures. District may obtain specific information as to the Database Host utilized by New Tech National by contacting New Tech National pursuant to Section 11.

(c) *Required Disclosure by District.* If the District becomes legally required to disclose Confidential Information, or any part thereof, then the District will, to the extent permitted by law, give New Tech National prompt notice of such requirement, cooperate with New Tech National (at New Tech National's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, New Tech National will be entitled to an injunction restraining the District from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech National.

(d) *Required Disclosure by New Tech National.* If New Tech National becomes legally required to disclose Protected Student Data, then New Tech National will, to the extent permitted by law, give the District prompt notice of such requirement, cooperate with the District (at the District's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Protected Student Data necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the District will be entitled to an injunction restraining the New Tech National from using or disclosing Protected Student Data in addition to any other remedy, at law or equity, which may be available to the District.

## **6. Term; Termination.**

(a) *Term.* The term of this Agreement will begin on the effective date and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date, June 30, 2018. The term of this Agreement may be extended upon the written agreement of the parties.

(b) *Termination.* This Agreement will terminate prior to the expiration of its term as follows:

(1) At the non-breaching party's option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

(2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution; or

(3) At New Tech National's option, effective immediately, if District fails to pay any amount due under this Agreement within thirty (30) days of its due date.

(4) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from District of such termination, New Tech National will cease operations as directed by the District in the Notice, take actions necessary or as the District may reasonably direct for the preservation of students' work and records, if any, in New Tech National's possession, and, except for the work directed to be performed prior to the effective date of the termination stated in the Notice (which will not be less than 60 days from the date the Notice is mailed), terminate any and all existing subcontracts entered into by New Tech National solely in furtherance of this Agreement and enter into no further subcontracts. New Tech National will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; (iii) costs, expenses and penalties resulting from the termination of a subcontract entered into prior to New Tech National's receipt of the Notice; and (iv) any other costs and expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

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

(i) *Effects of Non-appropriation.* If funds to enable the District to effect continued payment under this agreement are not appropriated, authorized or otherwise made available by law, the District shall have the right to terminate this agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the New Tech National.

(ii) *Effects of Reduced Levels of Funding.* If funding is reduced by law, or funds to pay the New Tech National for the agreed to level of the products, services and functions to be provided by the New Tech National under this agreement are not

appropriated, authorized or otherwise made available by law, the District may, upon seven (7) business days written notice to the New Tech National, reduce the level of the products, services or functions in such manner and for such periods of time as the District may elect. The charges payable under this agreement shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this agreement.

(iii) *No Payment for Lost Profits.* In no event shall the District be obligated to pay or otherwise compensate the New Tech National for any lost or expected future profits.

(c) *Effect of Termination.*

(1) If this Agreement is terminated due to the expiration of the Term and not due to any breach of District and during the Term District was in full compliance with this Agreement, then District will be permitted to continue to use under the License the Materials, so long as District will have executed a separate agreement with New Tech National in which District agrees to make appropriate use of such licensed Materials, to protect the confidentiality of the Materials and to pay such ongoing fees as are negotiated in connection with the use of and support for the Materials.

(2) If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the District and New Tech National have not extended this Agreement or entered into another agreement concerning the operation of the New Tech School pursuant to the NTHS Model: (i) the District will: (a) promptly cease to use the Materials, (b) promptly cease to use any of the Marks, and (c) no longer represent that it is a member of the New Tech Network; and (ii) New Tech National may immediately deactivate District's account and, following a period of not more than 30 days, New Tech National will be entitled to delete District's data from the Database, provided that New Tech National will, during such period, grant District limited access for the sole purposes of permitting District to retrieve Protected Student Data and District Contributions.

(d) *Survival of Obligations.* Upon termination of this Agreement for any reason, District will promptly pay to New Tech National all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a public forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 20.

(e) *Rights Upon Cancellation of Termination.*

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

incurred by the District, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

**(3) Termination by New Tech National.** New Tech National may, by written notice to the District, terminate this agreement if the District materially breaches, provided that New Tech National shall give the District thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, New Tech National will be compensated by the District for work performed prior to such termination date and New Tech National shall deliver to the District all deliverables as otherwise set forth in this agreement.

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

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

## **7. Limitations.**

**(a) Limitation of Liability.** In no event will New Tech National's liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech National receives for the License or the Services provided under this Agreement.

**(b) Other Damages.** In no event will New Tech National be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or



related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

(c) *Limited Warranty.* NEW TECH NATIONAL REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN EXHIBIT A TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NATIONAL DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NATIONAL DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims.* Any claims by District arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

8. **Notification of Claims.** In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

9. **Governing Law; Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of Connecticut. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of Connecticut in New Haven County, or, if it has or can acquire jurisdiction, in the United States District Court in Connecticut, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

10. **Independent Contractor.** The parties understand and acknowledge that New Tech National is an independent contractor, and will not be deemed an employee, partner, or joint venturer of District with respect to the services performed hereunder for any purposes whatsoever. New Tech National also understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.

11. **Communications and Notices.**

(a) *Regular Communications.* The representative for each party for all regular communications during the course of providing Services hereunder is as follows: **New Tech National:**

Tim Presiado, tpresiado@newtechnetwork.org, 626-607-7179; District: Paul Whyte, pwhyte@waterbury.k12.ct.us. 203-574-8023. Such representatives can be changed by a notice in writing provided to the other party at the addresses noted below.

(b) *Legal or Formal Communications.* All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to New Tech National:

New Technology Network, LLC  
Attn: President  
1250 Main Street, Suite 100  
Napa, CA 94559

If to the District:

Waterbury Public Schools  
Attn: Superintendent  
236 Grand Street  
Waterbury, CT 06702

**12. Binding Effect.** This Agreement will be binding upon and inure to the benefit of both District and New Tech National and their permitted successors and permitted assigns.

**13. Severability of Provisions.** If any part, term or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties will be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

**14. Waiver.** Any of the terms, conditions or provisions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof without affecting any other term, condition or provision of this Agreement. No waiver will be effective unless it is in writing. The waiver by any party hereto of any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.

**15. Entire Agreement.** This Agreement, the Exhibits attached hereto, the Trademark Use Policy, the website user agreement and the privacy policy for the NTN Technology constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof. The parties expressly agree that to the extent that form purchase orders, confirmations, acceptances and invoices, or similar documents, are used to facilitate specific services any conflicting, additional or different terms provided by District will be of no force and effect and the terms of this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

16. **Assignment.** This Agreement (including any rights or licenses herein) may not be assigned by District without the written consent of New Tech National. New Tech National may assign this Agreement to an organization affiliated with New Tech National.

17. **Amendment.** This Agreement may be amended or modified only in a writing signed by both New Tech National and District; provided, however, that New Tech National may, from time to time, without the written consent of District, amend the terms of any of Exhibits A through C as New Tech National deems appropriate to improve the NTHS Model, the Trademark Usage Policy, the website user agreements and privacy policy. New Tech National will notify the District of any such amendments. If District does not object in writing to the amendments within 30 days from the date of the notification, the District will be deemed to have accepted the amendments. If the District timely objects to one or more amendments and such objections are not resolved to District's satisfaction, the District may terminate this Agreement pursuant to Section 6.

18. **Recitals.** The recitals to this Agreement are hereby incorporated into and considered a part of the terms and conditions of this Agreement.

19. **Negotiated Agreement.** As this Agreement has been negotiated by the parties, any ambiguities in this Agreement will not be construed against either party.

20. **Force Majeure.** New Tech National will not be responsible or liable for any delay in the performance of its obligations under this Agreement arising out of or caused by acts of God; earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss of utilities or communications, Internet service provider failures, accidents, labor disputes (other than involving New Tech National employees), acts or civil or military authority or governmental action or any other circumstances beyond the reasonable control of the party; it being understood that New Tech National will use reasonable efforts to resume performance as soon as reasonably practicable under the circumstances.

21. **Interest of City Officials.**

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

22. **Prohibition Against Gratuities and Kickbacks.**

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

(b) No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, New Tech

National or higher tier subcontractor or any person associated therewith, under contract or purchase order to the District.

(c) Upon showing that a subcontractor made a kickback to the District, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the District 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.

(d) The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the District.

**23. Prohibition Against Contingency Fees.**

(a) New Tech National hereby represents that it has not retained anyone to solicit or secure a contract with the District upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**24. City of Waterbury's Ethics Code Ordinance.**

(a) New Tech National hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

**25. New Tech National, Insurance.**

(a) New Tech National shall not commence work under this agreement until all insurance required under this Section 25 has been obtained by New Tech National and such insurance has been approved by the City. New Tech National shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" 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.

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

(c) New Tech National's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the Client as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under New Tech National's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss

the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

(d) The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by New Tech National:

(1) General Liability Insurance: Providing coverage to protect the Client for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence. \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, \$2,000,000 Products /Completed Operations Aggregate

(2) Automobile Liability Insurance: Automobile Liability Insurance: Providing coverage to protect the Client with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto, owned or hired or non-owned vehicle. \$1,000,000.00 combined single limit (CSL) each Accident.

(3) Workers' Compensation: New Tech National shall comply with all State of Connecticut statutes as it relates to workers' compensation. Statutory Limits within the State of Connecticut; Employer Liability (EL) including:

- (i) \$500,000.00 EL Each Accident,
- (ii) \$500,000.00 EL Disease Each Employee,
- (iii) \$500,000.00 EL Disease Policy Limit

(4). Excess or Umbrella Liability Insurance: Comprehensive Excess or umbrella liability insurance coverage. \$1, 000,000.00 per occurrence, \$3,000,000.00 aggregate limit

(e) Failure to Maintain Insurance: In the event New Tech National fails to maintain the minimum required coverage as set forth herein, the Client may at its option purchase same, and offset New Tech National's invoices for the cost of said insurance.

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

(g) Certificates of Insurance: At the time the New Tech National executes this agreement, it shall furnish to the Client, subject to Client approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education (if applicable) is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation."** All policies shall include a Waiver of Subrogation and be written on an Occurrence basis. New Tech National must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.



(h) Upon request New Tech National shall deliver to the Client a copy of New Tech National's insurance policies, endorsements, and riders.

(i) Any Subcontractor will be required to be pre-approved by the Board of Education and any approved subcontractor shall be required to provide the same Insurance Coverages and Limits as New Tech National.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above.

NEW TECHNOLOGY NETWORK, LLC

CITY OF WATERBURY  
WATERBURY PUBLIC SCHOOLS

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Mail two signed copies to:**

New Tech Network  
Lydia Dobyns, President & CEO  
1250 Main Street, Suite 100  
Napa, CA 94559



## Exhibit A Services

<p><b><u>Planning Support</u></b></p> <p>Prior to opening of New Tech school</p>	<ul style="list-style-type: none"><li>Up to 2 hosted Executive Tours for district/community planning teams to an existing New Tech School Demonstration Site (maximum 12 participants), inclusive of any Executive Tours prior to the signing of the Agreement. Additional tours will be provided at a cost determined by New Tech National.</li><li>On-site and virtual support for district team leadership (e.g., access to web-based planning system tools and resources, scheduled communications and feedback).</li><li>Site visit by New Tech National staff to meet, plan and assess readiness with School community (e.g., to assess facilities, technology, staffing, district and community support).</li></ul>																					
<p><b><u>Professional Learning @ NTN</u></b></p>	<ul style="list-style-type: none"><li>Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech National are detailed in Exhibit D.</li><li>Travel and lodging costs to and from tours, trainings, events and conferences are always the responsibility of the district. Selected meals will be provided for designated number of participants in all tours, trainings, events, and conferences.</li><li>District is responsible for filling all allotted participant slots at events. Refunds or credits will not be provided for unused participant slots.</li><li>Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech National.</li></ul> <p style="text-align: center;"><b>January 1, 2015 – June 30, 2015</b></p> <table><tr><th>Professional Learning Events Prior to School Opening</th><th># of Participants</th></tr><tr><td>Leadership Residency for New Tech Principal/Director and one additional thought partner.</td><td>3</td></tr><tr><td>Teacher Residency for New Tech Principal/Director and year one New Tech staff at a New Tech Network Demonstration Site.</td><td>13</td></tr></table> <p style="text-align: center;"><b>July 1, 2015 – June 30, 2018</b></p> <ul style="list-style-type: none"><li>Membership in the New Tech Network allows staff at the School to participate in Professional Learning @ NTN opportunities during all years of implementation.</li><li>New Tech National will provide a schedule of yearly Professional Learning @ NTN (PL@NTN) opportunities.</li><li>New Tech National reserves the right to amend the scope, duration and location of Professional Learning @ NTN opportunities on a yearly basis.</li></ul> <table><tr><th colspan="2">2015 – 2018 Professional Learning Events and Conferences</th><th># of Participants</th></tr><tr><td rowspan="4"><b>Year 1</b> <b>July 1, 2015 - June 30, 2016</b></td><td>NTN 101 for New Tech Principal/Director, year one New Tech staff, and Echo Tech Manager (the person designated to manage Echo).</td><td>14</td></tr><tr><td>School leadership development and support at the Fall and Spring Leadership Summit for New Tech Principal/Director and thought partner.</td><td>2</td></tr><tr><td>Each New Tech School staff member can attend 1 face-to-face Professional Learning @ NTN opportunity (e.g., NTN Convenings, Site Institutes, and other NTN Services to be determined).</td><td>12</td></tr><tr><td>All New Tech School staff members have access to all Professional Learning @ NTN virtual opportunities (e.g., Workshops, To-go Learning, and other NTN Services to be determined).</td><td>Unlimited for each New Tech staff member</td></tr><tr><td><b>Year 2</b> <b>July 1, 2016 -</b></td><td>New Tech Annual Conference (NTAC), including NTN 101 - New Staff Training Track.</td><td>23</td></tr></table>	Professional Learning Events Prior to School Opening	# of Participants	Leadership Residency for New Tech Principal/Director and one additional thought partner.	3	Teacher Residency for New Tech Principal/Director and year one New Tech staff at a New Tech Network Demonstration Site.	13	2015 – 2018 Professional Learning Events and Conferences		# of Participants	<b>Year 1</b> <b>July 1, 2015 - June 30, 2016</b>	NTN 101 for New Tech Principal/Director, year one New Tech staff, and Echo Tech Manager (the person designated to manage Echo).	14	School leadership development and support at the Fall and Spring Leadership Summit for New Tech Principal/Director and thought partner.	2	Each New Tech School staff member can attend 1 face-to-face Professional Learning @ NTN opportunity (e.g., NTN Convenings, Site Institutes, and other NTN Services to be determined).	12	All New Tech School staff members have access to all Professional Learning @ NTN virtual opportunities (e.g., Workshops, To-go Learning, and other NTN Services to be determined).	Unlimited for each New Tech staff member	<b>Year 2</b> <b>July 1, 2016 -</b>	New Tech Annual Conference (NTAC), including NTN 101 - New Staff Training Track.	23
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## Exhibit A Services

	<b>June 30, 2017</b>	School leadership development and support at the Fall and Spring Leadership Summit for New Tech Principal/Director and thought partner.	2
		Each New Tech School staff member has access to 1 face-to-face Professional Learning @ NTN opportunity (e.g., NTN Convenings, Site Institutes, and other NTN Services to be determined).	23
		All New Tech School staff members have access to all Professional Learning @ NTN virtual opportunities (e.g., Workshops, To-go Learning, and other NTN Services to be determined).	Unlimited for each New Tech staff member
	<b>Year 3 July 1, 2017 - June 30, 2018</b>	New Tech Annual Conference (NTAC), including NTN 101 - New Staff Training Track.	23
		School leadership development and support at the Fall and Spring Leadership Summit for New Tech Principal/Director and thought partner.	2
		Each New Tech School staff member has access to 1 face-to-face Professional Learning @ NTN opportunity (e.g., NTN Convenings, Site Institutes, and other NTN Services to be determined).	23
		All New Tech School staff members have access to all Professional Learning @ NTN virtual opportunities (e.g., Workshops, To-go Learning, and other NTN Services to be determined).	Unlimited for each New Tech staff member
<b><u>NTN Services</u></b>		<p>Membership in the New Tech Network of schools ("New Tech Network") includes the following benefits:</p> <p><b><u>Online Professional Learning @ NTN Opportunities</u></b></p> <p>Self-paced modules and webinars that address project design processes that:</p> <ul style="list-style-type: none"> <li>• Focus on specific content, assessment, and staff and student culture</li> <li>• Embed literacy and college readiness assessments</li> <li>• Link school-wide learning outcomes directly to Common Core State Standards</li> <li>• Support scaffolding development within projects that build specific skills</li> <li>• Strengthen group facilitation</li> <li>• Enhance problem-based learning (PrBL) in mathematics</li> <li>• Provide tools for online learning</li> </ul> <p><b><u>Echo Training and Support</u></b></p> <ul style="list-style-type: none"> <li>• Pre-implementation training for Echo Tech Manager</li> <li>• Support and training offered annually to Echo Tech Manager</li> <li>• Echo Help Desk and support documentation available to students, staff, and parents</li> <li>• NTN Echo training for school staff and Echo Tech Manager that includes the following topics: Integrated Google Apps, Grading and gradebook (tracking class and individual student progress), teacher content management tools, student assignments and assessments aligned to multiple learning outcomes, web and email notifications, community directory and profiles, network library of projects, shared tools and resources, and data export and reporting.</li> </ul>	





## Exhibit A Services

	<b><u>NTN Certification – (Applicable in Years 2 &amp; 3)</u></b> <ul style="list-style-type: none"><li>• NTN Coach may identify a teacher advocate: The primary role of the NTN Advocate is to assist with communication between the school and NTN, advocating for the needs of the school and assisting the NTN Coach with the dissemination of information and resources to the staff. Often the NTN Advocate is an early emerging leader who is on track to pursuing NTN Teacher, Trainer and/or Coach Certification and would be likely to advocate for others to pursue these developmental pathways as well.</li><li>• Opportunity for staff members to be designated as New Tech Network Certified Teachers: NTN will identify and recognize teachers who exemplify quality facilitation and curriculum design. The process includes the use of tools for self-reflection, feedback on curriculum and facilitation practices, and a specific push for growth toward a high bar of expectations around responsiveness to student needs. Part of the process involves submission of student work given NTN's attentiveness to student outcomes and the teaching and learning that will elicit those outcomes.</li><li>• Opportunity for New Tech Network Certified Teachers to be designated as New Tech Network Certified Trainers and/or Coaches: NTN will develop teacher-leaders as instructional coaches to insure long-term school and network health, sustainability, and adaptability. NTN Certified Trainers and/or Coaches will develop the skills and knowledge to lead the learning of others.</li><li>• Opportunity for School to be certified as a New Tech Network Demonstration Site: NTN Demonstration Sites are held to high standards regarding their status as adaptive learning organizations. Schools that apply must have at least 2 New Tech Network Certified Trainers or Coaches and at least 25% of the teaching staff must be NTN Certified Teachers. All newly applying schools receive feedback from a diverse committee of NTN Coaches, with specific goals and growth targets provided in each case, based on the evidence they provide regarding the work they are doing to move students toward objectives outlined in the NTN School Success Rubric (Exhibit C).</li></ul>		
<b><u>Coaching Services</u></b>	Coaching services, including Coaching Days (both onsite and virtual), Remote Support, and Planning and Travel, are established in the table below. New Tech National will annually provide the School with a schedule of coaching services based on the School's needs.		
	<b><u>Coaching Days:</u></b> <u>On-site Coaching Days:</u> An intensive learning and sense-making experience in which a New Tech Coach visits the school in-person to work directly with staff members to gather data, support staff needs, and co-develop next steps in service of continual organizational growth and individual capacity building. The experience may include some or all of the following: leadership support, one-on-one coaching, small group or whole group meetings, customized professional development, and observations. <u>Virtual Coaching Days:</u> Each virtual coaching day is the time equivalent of one on-site day and may be chunked into 2-3 hour segments spread out over multiple days. The School site is responsible for providing the meeting location(s) and appropriate technology to fully engage with virtual support. At the discretion of New Tech National, Virtual Coaching Days can be converted to On-site Coaching Days as needed.		
	<b><u>Coaching Days*:</u></b> Coaching days, as described above, include leadership and system support.  Year 1: 8 days (6 On-site/2 Virtual) Year 2: 8 days (6 On-site/2 Virtual) Year 3: 5 days (3 On-site/2 Virtual)	<b><u>Remote Support:</u></b> This support, which is more informal than coaching support, includes activities such as regular check-ins with Director and leadership team, project feedback sessions, team teaching support, student work review, small team workshops, etc.  Year 1: 21 days Year 2: 21 days Year 3: 14 days	<b><u>Planning and Travel:</u></b> Includes site visit preparation and follow up, customized workshop development, and travel.  Year 1: 7 days Year 2: 7 days Year 3: 7 days Year 4: 3.5 days
<i>*District may purchase additional coaching services for a fee determined by New Tech National.</i>			





## Exhibit A Services

<b><u>NTN Technology</u></b>	<p>NTN Echo, a Learning Management System (LMS), is an innovative online learning platform that enables School staff, students and parents to effectively manage the project-based learning (PBL) environment.</p> <ul style="list-style-type: none"><li>• Access for the number of users indicated in the table below to NTN Echo, including students, School and District staff, and parents</li><li>• District may purchase additional user access to NTN Echo for an additional cost to be determined by New Tech National.</li><li>• Components of NTN Echo include curriculum and gradebook tools designed specifically for the project-based learning environment; calendars, group interaction tools; resource sharing and other “education friendly” social functionality; reporting tools; and a robust project library. NTN Echo integrates with Google Apps at the discretion of the School at no additional cost.</li><li>• New Tech National provides NTN Echo training and support for the School’s Echo Tech Manager who will serve as the primary point of contact and technology support for School staff.</li></ul> <p style="text-align: center;"><b>NTN Echo User Access</b></p> <table><tr><th>2015-16</th><th>2016-17</th><th>2017-18</th></tr><tr><td>300</td><td>575</td><td>850</td></tr></table>	2015-16	2016-17	2017-18	300	575	850
2015-16	2016-17	2017-18					
300	575	850					
<b><u>Additional services based upon performance</u></b>	<p>NTN will regularly monitor and assess implementation success against the School Success Rubric and provide recommendations around support and differentiated services.</p> <p>In some cases (i.e. high staff turnover, missed training, etc.), New Tech Network will recommend additional coaching or support services at additional cost to School or District. Typically, additional fees will not exceed 10% of the following year’s fee (or, 10% of the prior year’s fee in the last year of the Agreement) except in extreme circumstances, including without limit, 50% or more staff turnover at School or a change of School leadership.</p> <p>In the case that the School or District is unable or unwilling to implement necessary interventions, New Tech Network reserves the right to cancel the Agreement or re-allocate services for the following year to provide additional coaching services that New Tech Network believes to be appropriate and most effective. If School is unable to implement additional services, New Tech National reserves the right to cancel the Agreement or re-allocate services for the following year to provide additional coaching services.</p>						

# Commitment Criteria – High School

Exhibit B

Schools implementing the NT approach agree to meet the following requirements to ensure successful school implementation.

		Desired Student Outcomes	Required	Recommended
Cultural Outcomes	Connected	<ul style="list-style-type: none"> <li>Students have positive relationships with adults and peers in the school community and feel a sense of belonging.</li> <li>Students feel emotionally and physically safe, feel accepted "being themselves," can take courageous risks, and will be supported if they fail.</li> <li>Students feel empowered to contribute positively to the community and take on leadership roles. They feel trusted and trust others to be respectful and responsible.</li> </ul>	<ul style="list-style-type: none"> <li><b>Personalized Learning Environment:</b> School will create a personalized learning environment through limiting size, developing academies or designing intentional advisory structures.</li> <li><b>Admission Policy:</b> School will have a non-selective admission policy. District will work to ensure that the student population reflects the overall make-up and achievement level of existing feeder schools.</li> <li><b>Dedicated Staff:</b> Teachers and principals are full-time employees of the New Tech School and will not have their assignments shared with other schools.</li> </ul>	<ul style="list-style-type: none"> <li><b>Implementation Process:</b> School will start year one with no more than 2 grade levels. One grade level will be added during each successive year of implementation.</li> <li><b>Learning Environments:</b> New Tech classrooms, furniture and collaborative spaces allow for collaboration and flexibility.</li> <li><b>School Facilities:</b> New Tech school will have appropriate signage, separate entrance/ exit, etc. for recognition as a unique site.</li> </ul>
	Engaged	<ul style="list-style-type: none"> <li>Students value and are excited about the work they are doing and are interested in how it relates to the work of others.</li> <li>Students are often innovative and creative, deriving unique solutions to problems, and defend their ideas and conclusions with enthusiasm.</li> <li>Students regularly seek out interactions with adults and experts in a professional manner as part of the learning process.</li> </ul>	<ul style="list-style-type: none"> <li><b>Start-Up Training:</b> Principal/ Director is hired by January of the year prior to school start and able to attend Leadership Residency.</li> <li><b>NTN Network Training:</b> Staff will participate in all NTN training events.</li> <li><b>Travel:</b> District will provide funding for staff to travel to all regional and national training events.</li> <li><b>Staffing:</b> All staff is hired prior to and is able to attend NTN Teacher Residency (March- April) and NTN101 - New Schools Training (June/July).</li> <li><b>IT Administrator Training:</b> Designated IT Administrator will attend New Schools Training (June/July prior to the school opening) to provide staff technology support.</li> <li>PBL Units require students regularly seek out interactions with adults and community experts.</li> <li><b>Team Taught and Cross-Curricular Integration:</b> School has at least one integrated, team taught course in each grade level.</li> </ul>	<ul style="list-style-type: none"> <li><b>NTN Teacher/ Trainer Certification:</b> School has 1-2 staff members participate in certification programs per year after Year 1, with a goal of 25% of staff certified as NTN Teachers by Year 4.</li> <li><b>Network Collaboration:</b> Staff participates in NTN initiatives, such as advisory or design groups, webinars, and other remote networking opportunities.</li> <li><b>Teaching Schedule:</b> NT staff will teach no more than three courses that require a unique prep in any one semester.</li> </ul>
	Challenged	<ul style="list-style-type: none"> <li>Students have the capacity to successfully complete authentic, complex, and rigorous tasks that require active exploration, higher-order thinking, and application of what they have learned.</li> <li>Students evaluate the quality of their work against authentic discipline or industry standards in formal publications, exhibitions, and presentations.</li> </ul>	<ul style="list-style-type: none"> <li><b>PBL:</b> All courses will implement Project and/or Problem Based Learning as the primary instructional methodology.</li> <li><b>Leadership:</b> School has a defined instructional leader (principal, director, assistant principal) that leads, with staff, the development of the school as a learning organization.</li> <li><b>Full-day Program:</b> All students take all core courses, and a majority of electives, through the New Tech School.</li> <li><b>IT Administrator:</b> At a minimum, District will provide part-time IT administrator position to provide technology support ensuring that network connectivity is maintained at 95%.</li> </ul>	<ul style="list-style-type: none"> <li><b>Principal Selection:</b> NTN plays an advisory partner role and/or NTN materials are used in principal selection and approval.</li> <li><b>Staffing Autonomy:</b> School Principal/ Director will have significant hiring autonomy from involuntary transfers from other schools.</li> <li><b>Evaluation:</b> Hiring and assessment procedures will reflect the specific requirements of the model.</li> </ul>

# Commitment Criteria – High School

Exhibit B

Schools implementing the NT approach agree to meet the following requirements to ensure successful school implementation.

Learning Outcomes	Knowledge	<ul style="list-style-type: none"> <li><input type="checkbox"/> Students demonstrate a mastery of core knowledge across all discipline areas (as defined by state and national standards).</li> <li><input type="checkbox"/> Students easily make sophisticated connections and find patterns between and among discipline areas.</li> <li><input type="checkbox"/> Students demonstrate the ability to understand and utilize the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>College Readiness:</b> Each student will graduate having taken the courses necessary to be admitted to a 4-year state college.</li> <li><input type="checkbox"/> <b>Performance Assessments:</b> School agrees to participate fully in the NTN performance assessment process in all core areas, beginning no later than the 2014-15 school year.</li> <li><input type="checkbox"/> <b>Technology:</b> 1:1 student to networked computer ratio in all classrooms.</li> <li><input type="checkbox"/> <b>Computers:</b> Meet or exceed the minimum technical specifications set forth in Echo™ Technology Requirements and Recommendations document.</li> <li><input type="checkbox"/> <b>School Network Capacity:</b> School will have a fully functioning network enabling student access to the Internet with 99% uptime.</li> <li><input type="checkbox"/> <b>Echo Use:</b> Students and staff fully implement the New Tech Learning Management System (Echo™).</li> <li><input type="checkbox"/> <b>Email Accounts:</b> Staff and students must have email accounts. Accounts for staff and students must be in the same domain, and that domain must be unique to the school.</li> <li><input type="checkbox"/> <b>Access:</b> District will provide sufficient Internet bandwidth as well as an Internet browser supported by NTN (defined in Echo™ Technology Requirements and Recommendations).</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Team Taught and Cross-Curricular Integration:</b> If course offerings and staffing allow for a successful pairing of courses, school offers 2 or more integrated, team taught courses in each grade level.</li> <li><input type="checkbox"/> <b>Additional Graduation Experiences:</b> All students complete an internship, portfolio, service learning, and at least 12 college credits prior to graduation.</li> </ul>
	Skills	<ul style="list-style-type: none"> <li><input type="checkbox"/> Student writing is clearly and consistently organized, fully developed, fluent, and generally free from errors, as appropriate to the discipline.</li> <li><input type="checkbox"/> Students can effectively communicate complex ideas in well organized and engaging oral presentations to a variety of audiences and for many purposes.</li> <li><input type="checkbox"/> Students can effectively collaborate with others on complex tasks and can adopt different roles including leadership based on group needs.</li> <li><input type="checkbox"/> Students demonstrate mastery of other college and career readiness skills such as creativity, innovation, technology literacy, researching, social interaction, time management, etc.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>School-Wide Learning Outcomes:</b> Assessment strategies will reflect both content mastery and school-wide learning outcomes.</li> </ul>	
	Attributes	<ul style="list-style-type: none"> <li><input type="checkbox"/> Students are very confident in many settings and demonstrate the attributes of highly effective people including resilience, patience, adaptability, and persistence.</li> <li><input type="checkbox"/> Students see challenges as learning opportunities and believe that if they work at something, their performance will improve. They believe that they are capable of achieving at high levels across a broad spectrum of disciplines. Students regularly refine their work and reflect on their performance.</li> <li><input type="checkbox"/> Students demonstrate the capacity to be self-directed in making choices that will affect their current and future success while seeking the advice and guidance of trusted allies.</li> <li><input type="checkbox"/> Students accept the responsibility of their actions, and although they recognize external circumstances, focus on their own choices and behaviors instead.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Schools Facilities:</b> School has dedicated autonomous space that allows for a unique identity and culture.</li> <li><input type="checkbox"/> <b>Learning Environments:</b> Team-taught classrooms are large enough and organized to support team teaching in a technology-rich environment.</li> <li><input type="checkbox"/> <b>Data Sharing:</b> District and/or school will provide access to school level data so that NTN can measure ongoing achievement, performance and implementation benchmarks.</li> <li><input type="checkbox"/> <b>NTN Reporting:</b> School participates in NTN Culture Survey once yearly to gauge school and student culture. School takes active measures to respond to the findings.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Technology plan:</b> School/ district will maintain a technology plan that details disaster recovery contingencies for continued student access in addition to a periodical technology refresh cycle.</li> <li><input type="checkbox"/> <b>Security:</b> District will make firewall/proxy accommodations to allow staff access to a desktop videoconferencing tool (such as Skype) for remote coaching purposes.</li> <li><input type="checkbox"/> <b>Unique School Name and School Code:</b> Co-located and stand-alone school will have its own identity, with a unique school name and state school code. If the district is unable to assign a separate school code, the district will develop reporting processes for NTN that flag NT students and enable NTN and the NT school to track student performance.</li> <li><input type="checkbox"/> <b>NTN Reporting:</b> School participates in CWRA, ACT/SAT, National Student Clearinghouse, Youth Truth survey, Student Exit Survey, Alumni Survey, or other assessment tools as available. The school also tracks all necessary data elements, including student demographics, student academic achievement, and student participation in internships, dual enrollment, college applications and acceptances. NTN will provide a data template and calendar of data collection windows in advance so that schools know what to prepare for.</li> </ul>

# NTN SCHOOL SUCCESS RUBRIC

Exhibit C



## LEARNING OUTCOMES (What knowledge, skills, and attributes every graduate should demonstrate)

	NOT YET SUCCESSFUL	PARTIALLY SUCCESSFUL	SUCCESSFUL	HIGHLY SUCCESSFUL
KNOWLEDGE	<p>Students demonstrate significant gaps in their knowledge in multiple discipline areas.</p> <p>-----</p> <p>Students understand facts in isolation and rarely make connections between disciplines.</p> <p>-----</p> <p>Students are unable to understand and utilize the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.</p>	<p>Students demonstrate proficient knowledge in most disciplines (as defined by state and national standards).</p> <p>-----</p> <p>Students make simple connections and find rudimentary patterns within and among discipline areas.</p> <p>-----</p> <p>Students have a rudimentary ability to apply the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.</p>	<p>Students demonstrate a mastery of core knowledge across all discipline areas (as defined by state and national standards).</p> <p>-----</p> <p>Students easily make sophisticated connections and find patterns between and among discipline areas.</p> <p>-----</p> <p>Students demonstrate the ability to understand and utilize the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.</p>	<p>In addition, students demonstrate a specialized knowledge in one or more disciplines that are of interest.</p> <p>-----</p> <p>In addition, students can identify the limits of their knowledge, understand how that might affect their thinking, and plan further learning.</p>
SKILLS	<p>Student writing is disorganized and shows limited control of conventions.</p> <p>-----</p> <p>Students cannot effectively communicate ideas orally.</p> <p>-----</p> <p>Students cannot effectively collaborate with others on complex tasks.</p> <p>-----</p> <p>Students demonstrate significant gaps in their ability with other college and career readiness skills.</p>	<p>Student writing is somewhat organized but insufficiently developed and shows fairly consistent control of conventions.</p> <p>-----</p> <p>Students can effectively communicate simple information in rudimentary oral presentations.</p> <p>-----</p> <p>Students can effectively collaborate with others on simple, short-term tasks.</p> <p>-----</p> <p>Students demonstrate rudimentary development of other college and career readiness skills such as creativity, technology literacy, researching, social interaction, time management, etc.</p>	<p>Student writing is clearly and consistently organized, fully developed, fluent, and generally free from errors, as appropriate to the discipline.</p> <p>-----</p> <p>Students can effectively communicate complex ideas in well organized and engaging oral presentations to a variety of audiences and for many purposes.</p> <p>-----</p> <p>Students can effectively collaborate with others on complex tasks and can adopt different roles including leadership based on group needs.</p> <p>-----</p> <p>Students demonstrate mastery of other college and career readiness skills such as creativity, innovation, technology literacy, researching, social interaction, time management, etc.</p>	<p>In addition, student writing is engaging, colorful, stimulating, entertaining, or thought provoking.</p> <p>-----</p> <p>In addition, students can thoughtfully use humor, propaganda techniques, and drama to enhance their message.</p> <p>-----</p> <p>In addition, students effectively manage and motivate others to maximize team success.</p> <p>-----</p> <p>In addition, students demonstrate a developing mastery of career-specific skills in a field that interests them.</p>
ATTRIBUTES	<p>Students lack confidence and demonstrate few attributes of highly effective people including a persistence, flexibility, and patience.</p> <p>-----</p> <p>Students avoid challenges, believing that they are good in some disciplines, not good in others, and that working harder will have little effect on that.</p> <p>-----</p> <p>Students are passive when faced with choices that will affect their current and future success and rely on direction from others to chart their path.</p> <p>-----</p> <p>Students view themselves as victims of circumstance and take little responsibility for what happens to them, attributing their success and failure to the actions of others.</p>	<p>Students are confident in some settings and demonstrate some attributes of highly effective people including resilience, patience, adaptability, and persistence.</p> <p>-----</p> <p>Students believe that if they work at something, their performance will improve, but avoid significant challenges and do not regularly revise their work once completed or reflect on how to improve.</p> <p>-----</p> <p>Students show some capacity to actively make choices that will affect their current and future success but still rely heavily on external direction.</p> <p>-----</p> <p>Students are able to describe how their choices lead to their success or failure but often deflect consequences (especially negative ones) to the actions of others.</p>	<p>Students are very confident in many settings and demonstrate the attributes of highly effective people including resilience, patience, adaptability, and persistence.</p> <p>-----</p> <p>Students see challenges as learning opportunities and believe that if they work at something, their performance will improve. They believe that they are capable of achieving at high levels across a broad spectrum of disciplines. Students regularly refine their work and reflect on their performance.</p> <p>-----</p> <p>Students demonstrate the capacity to be self-directed in making choices that will affect their current and future success while seeking the advice and guidance of trusted allies.</p> <p>-----</p> <p>Students accept the responsibility of their actions, and although they recognize external circumstances, focus on their own choices and behaviors instead.</p>	<p>In addition, students build the confidence and capacity of others to be highly effective.</p> <p>-----</p> <p>In addition, students engage with peers and mentors in formal and informal settings outside of the classroom and school settings to give and receive feedback, exchange ideas, and push their personal development in areas of interests to them.</p> <p>-----</p> <p>In addition, students "lean in" to their futures by taking leadership roles and seeking opportunities for growth. They understand and act on the value of standing up rather than standing by.</p> <p>-----</p> <p>In addition, when in a leadership role, students demonstrate responsibility for the actions of their peers and team members.</p>

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# NTN SCHOOL SUCCESS RUBRIC

Exhibit C



## CULTURAL OUTCOMES (what students should experience in the learning environment)

	NOT YET SUCCESSFUL	PARTIALLY SUCCESSFUL	SUCCESSFUL	HIGHLY SUCCESSFUL
CONNECTED	<p>Students feel anonymous or disconnect from the school community.</p> <p>-----</p> <p>Students feel physically or emotionally unsafe on campus.</p> <p>-----</p> <p>Students engage in disruptive and antisocial behaviors.</p>	<p>Students feel connected with a small group of friends.</p> <p>-----</p> <p>Students feel mostly safe while on campus but may not feel trusted or respected.</p> <p>-----</p> <p>Students comply with rules and do not engage in disruptive or antisocial behavior.</p>	<p>Students have positive relationships with adults and peers in the school community and feel a sense of belonging.</p> <p>-----</p> <p>Students feel emotionally and physically safe, feel accepted "being themselves," can take courageous risks, and will be supported if they fail.</p> <p>-----</p> <p>Students feel empowered to contribute positively to the community and take on leadership roles. They feel trusted and trust others to be respectful and responsible.</p>	<p>In addition, students contribute proactively and positively in the local community, taking leadership roles and working to make a difference.</p> <p>-----</p> <p>In addition, students have a sense of responsibility to ensure that everyone on campus feels the same way.</p> <p>-----</p> <p>In addition, students work to empower others by recognizing individuals' strengths and encouraging others to succeed.</p>
ENGAGED	<p>Students do not see the value in the work they are doing.</p> <p>-----</p> <p>Students are not innovative or creative and tend to do the minimum to get by.</p> <p>-----</p> <p>Students rarely interact with adults or experts as part of the learning process.</p>	<p>Students see the value of the work they are doing.</p> <p>-----</p> <p>Students are innovative or creative in certain disciplines of personal interest.</p> <p>-----</p> <p>Students interact with few adults or experts as part of the learning process.</p>	<p>Students value and are excited about the work they are doing and are interested in how it relates to the work of others.</p> <p>-----</p> <p>Students are often innovative and creative, deriving unique solutions to problems, and defend their ideas and conclusions with enthusiasm.</p> <p>-----</p> <p>Students regularly seek out interactions with adults and experts in a professional manner as part of the learning process.</p>	<p>In addition, students return to earlier work and continue to improve it.</p> <p>-----</p> <p>In addition, students share or present their innovations and creations to audiences unrelated to school.</p> <p>-----</p> <p>In addition, students form working relationships with adults and experts in the course of learning.</p>
CHALLENGED	<p>Students are capable of completing short, simple, inauthentic tasks that require little higher-order thinking.</p> <p>-----</p> <p>Students do not use any measures to evaluate the quality of their work.</p>	<p>Students show some capacity to complete longer, more authentic tasks requiring higher-order thinking and application of what they have learned.</p> <p>-----</p> <p>Students evaluate the quality of their work against a set of standards and present their work to teachers and peers.</p>	<p>Students have the capacity to successfully complete authentic, complex, and rigorous tasks that require active exploration, higher-order thinking, and application of what they have learned.</p> <p>-----</p> <p>Students evaluate the quality of their work against authentic discipline or industry standards in formal publications, exhibitions, and presentations.</p>	<p>In addition, students can design and manage complex tasks that reflect an authentic need or area of interest.</p> <p>-----</p> <p>In addition, students submit their work to academic or professional organizations for review.</p>

## COLLEGE\* AND CAREER OUTCOMES (What students need to enter and be successful in postsecondary learning opportunities)

	NOT YET SUCCESSFUL	PARTIALLY SUCCESSFUL	SUCCESSFUL	HIGHLY SUCCESSFUL
AWARE	<p>Students do not expect to attend college, have done little formal planning for postsecondary education or financial aid, and cannot articulate a thoughtful career path.</p>	<p>Students are aware of some postsecondary options but are unsure about attending college. They have done some preliminary research into postsecondary and financial aid options and have only a rudimentary career path.</p>	<p>Students expect to attend college; have thoroughly researched postsecondary options, financial aid, and career paths; and have applied to several organizations that meet their learning and career objectives.</p>	<p>In addition, students have planned for and prepared options in case they do not get into their chosen school or program.</p>
ELIGIBLE	<p>Students are not enrolled in courses that meet the minimal requirements for 4 year college eligibility which severely limits their post-secondary options.</p>	<p>Students are enrolled in courses that meet the minimal requirements for 4-year college eligibility, but are not successful which limits their post-secondary options.</p>	<p>Students meet course requirements needed for 4-year college eligibility and therefore have a variety of options for post-secondary learning.</p>	<p>In addition, students have been accepted into a formal post-secondary program of learning or have made a clear case for pursuing a different path to meet their learning and career objectives.</p>
PREPARED	<p>Students presently lack significant amounts of the knowledge, skills, or attributes needed to be successful in college.</p>	<p>Students have the knowledge, skills, and attributes needed to be successful in college in most areas but may need to take some remedial course work.</p>	<p>Students have the knowledge, skills, and attributes needed to be successful in college without having to take remedial courses.</p>	<p>In addition, students are successful in college level coursework while still enrolled in high school.</p>

\* For the purposes of this document, the term "college" refers to a broad range of formal postsecondary experiences that further a person's learning in preparation for a career and lead to a certificate or a degree. In addition to traditional 2- and 4-year college experiences, many technical or trade school experiences and the military could serve as a "college" experience.

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Exhibit D

**Payment Schedule**

Phase	Fee Amount	NTN Invoice Date
Planning & Start up support	\$38,600	Upon receipt of signed contract
Year 1 support	\$123,500	July 1, 2015
Year 2 support	\$158,500	July 1, 2016
Year 3 support	\$149,600	July 1, 2017
Total NTN fees not to exceed*	\$470,200	

\* With the exception of "make-up" training, supplemental attendees at professional development events, additional coaching or other services or as set forth herein, the fees set forth in the payment schedule above represent the maximum fees payable to New Tech National for each year in the Agreement. At New Tech National's option, certain of the fees set forth above may be reduced if New Tech National determines, in its sole discretion, that the School exceeds benchmarks established by New Tech National.

To insure successful implementation, the District and School will make every effort for staff to participate in New Tech National training events. District is responsible for additional costs for training staff unable to attend scheduled New Tech National professional development events.

District is responsible for all costs not covered by New Tech National, including, without limit, staff travel to/from New Tech National trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech National.



## New Tech Network

### Please complete District invoicing information:

District Name	
Accounting Contact	
Title	
Phone number	
Fax number	
Email address	
Street Address	
City, State, Zip	

### Please indicate your preferred delivery method of NTN invoices:

- ☐ Mail invoice via USPS to my attention to the address provided above.
- ☐ Email invoice to the email address provided above.
- ☐ Fax invoice to my attention to the fax # provided above.



AVID's mission is to **close the achievement gap** by preparing all students for **college readiness** and **success** in a global society.

### **Advancement Via Individual Determination**

#### What is AVID Secondary?

AVID Secondary (grades 6-12) is an essential component of the AVID College Readiness System and is designed to enable schoolwide implementation of AVID's proven instructional methodologies and content area best practices to improve outcomes for all students. AVID Secondary goes beyond the AVID Elective course to affect an entire campus or district by creating a college-going culture that increases the number of students who enroll and succeed in higher education and their lives beyond.

#### The AVID Elective

The AVID Elective is the core of AVID Secondary. It targets students in the academic middle—B, C, and even D students—with the desire to go to college and the willingness to work hard. Typically, they will be the first in their families to attend college, and come from groups traditionally underrepresented in higher education. These are students who are capable of completing rigorous curriculum but are falling short of their potential.

AVID places these students on the college track, requiring them to enroll in their school's toughest courses, such as Honors and Advanced Placement®. To support them in the rigorous coursework, AVID students learn organizational and study skills, develop critical thinking, learn to ask probing questions, receive academic help from peers and college tutors, and participate in enrichment and motivational activities to make their college dreams reality.

#### AVID Educators

To ensure success, AVID Secondary needs an AVID site coordinator who is a respected site instructional leader and works well with secondary school personnel and college students. The AVID site coordinator organizes curriculum as well as activities for the AVID Elective classes and is committed to serving the needs of students. The coordinator also works with colleagues and counselors to implement AVID methodologies schoolwide, place students in college-preparatory curriculum, and guide students through the college application process. The AVID site coordinator not only embeds best teaching practices, supports students, develops family and community outreach, but also works with the districts and divisions that oversee AVID's implementation.

### The AVID Parent

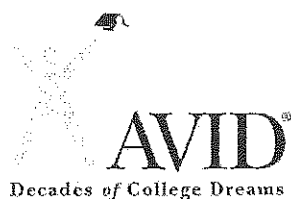
AVID parents encourage their students to achieve academically, participate on an advisory board and in AVID parent and site team meetings, as well as maintain regular contact with the AVID coordinator. Many parents and students also participate in AVID Family Workshops at their schools. Explore resources to help parents support their students.

### The Community

Community support is vital for a strong AVID Secondary implementation. The community can support AVID by providing speakers and summer apprenticeships for AVID students. Colleges can demonstrate their support of AVID in many ways, such as providing class speakers, offering college credit courses or summer programs to AVID high school students, or following the progress of AVID students during their college careers.

# AVID Elective Standards

Grade 10





## Course Description

### 10<sup>th</sup> Grade AVID Elective Class

**Major Concepts/Content:** Advancement Via Individual Determination (AVID) is an academic elective course that prepares students for college readiness and success, and it is scheduled during the regular school day as a year-long course. Each week, students receive instruction utilizing a rigorous college preparatory curriculum provided by AVID Center, tutor-facilitated study groups, motivational activities and academic success skills. In AVID, students participate in activities that incorporate strategies focused on writing, inquiry, collaboration, organization and reading to support their academic growth.

During the tenth grade AVID Elective course, students will refine the AVID strategies to meet their independent needs and learning styles. Students will continue to refine and adjust their academic learning plans and goals, increasing awareness of their actions and behaviors. As students increase the rigorous course load and school/community involvement, they will refine their time management and study skills accordingly. Students will expand their writing portfolio to include: analyzing prompts, supporting arguments and claims, character analysis and detailed reflections. Students will also analyze various documents, in order to participate in collaborative discussions and develop leadership skills in those settings. Students will expand their vocabulary use, continuing to prepare for college entrance exams and preparation. Text analysis will focus on specific strategies to understand complex texts. Lastly, students will narrow down their college and careers of interest, based on personal interests and goals.

#### **AVID Curriculum Books Used:**

*AVID College and Careers*

*Implementing and Managing the AVID Program for High School*

*High School Writing*

*Organizing the AVID Student Binder*

*Strategies for Success*

*AVID Tutorial Guide*

*Preparing for College Grades 11-12*

#### **Supplemental Materials could include the following:**

AVID Weekly, *Supporting Math in the AVID Elective*, *Write Path* content books, AVID Test Prep, Roadtrip Nation Weekly, Roadtrip Nation: AVID Experience, Focused Note-Taking

	Domains	Reference
	Character Development	CD
	Communication	COMM
	Writing	WRI
	Inquiry	INQ
	Collaboration	COLL
	Organization	ORG
	Reading	REA
	College Preparedness	CP

## A. Self-Awareness

1. Demonstrate scholarly attributes in working with adults and peers
2. Understand the role of AVID students and display characteristics on a regular basis
3. Align learning and study strategies to personal learning style
4. Demonstrate the ability to successfully resolve conflicts and disputes with peers and teachers
5. Reassess previous year's interests and pursuits, in order to realign current activities to further develop abilities
6. Assess areas of weakness and develop plans to address those weaknesses

## B. Goals

1. Reassess academic six-year plan to evaluate progress toward meeting all college entrance requirements upon high school graduation and adapt plans if any courses need to be retaken due to low academic grades
2. Examine academic strengths that will aid in course selection patterns, especially around honors and AP® courses
3. Reassess short-, mid-, and long-term goals that will continue to ensure academic and personal growth
4. Review and revise personal and academic goals, specifically those dealing with college and career aspirations
5. Set and monitor goals around community service, extracurricular activity involvement and academic testing

## C. Community and School Involvement

1. Continue in extracurricular clubs, programs, community service and athletics of interest to demonstrate commitment, in addition to seeking out positions of leadership, such as club officers or captains
2. Determine a service learning project to participate in as a class
3. Track community service hours and extracurricular activity participation in a multi-year student portfolio

## D. Ownership of Learning

1. Access grades online or from teachers on a regular basis
2. Analyze grade reports to create a study/action plan for continued academic improvement
3. Seek opportunities outside of the AVID classroom to ask questions, clarify thinking and identify points of confusion
4. Create positive peer connections through independent study groups

## A. Speaking

1. Role play varying word choice, tone and voice when speaking to an assigned audience
2. Practice utilizing purposeful gestures during speeches
3. Refine use of vocal projection in both formal speeches and Socratic Seminar settings
4. Incorporate technology and/or visual aids to increase effectiveness of the speech or presentation
5. Practice speaking skills through mock job interviews
6. Present information, findings and supporting evidence concisely and logically
7. Integrate multiple sources of information
8. Participate in group discussion, progressing the discussion into deeper levels of thinking

## B. Listening

1. Record key learning points and provide feedback using Cornell notes
2. Effectively summarize ideas from a discussion

**A. The Writing Process**

1. Practice strategies for pre-writing in response to various prompts for both timed writing and process writing
2. Analyzing a prompt for timed writing situations
3. Edit students' essays, especially checking for the usage of varied sentence types
4. Utilize rubrics to self-evaluate and peer evaluate work, especially those similar to AP exam rubrics

**B. Writing Skills**

1. Refine strategies to write effective paragraphs
2. Focus on expanding word choice in all aspects of writing
3. Write with a focus on using varied sentence types (simple, compound, complex)
4. Incorporate transitions to improve flow within a paragraph and logically tie together academic arguments
5. Support arguments and claims of evidence using textual sources

**C. Writing Applications**

1. Develop and strengthen writing through the creation of a career research essay
2. Develop and strengthen writing through the creation of an argumentative essay
3. Develop and strengthen writing through the creation of a character analysis
4. Use writing activities from content area classes to practice, develop and refine writing skills

**D. Writing to Learn**

1. Evaluate summaries using rubrics and checklists
2. Utilize reflective logs to evaluate note-taking habits and set subsequent goals to improve upon past learning
3. Write detailed reflections on experiences, presentations and speeches, focusing on how the knowledge is applied to decisions



## A. Costa's Levels of Thinking

1. Use skilled questioning to elicit deeper thinking from self and others

## B. Tutorials

1. Refine collaborative tutorial skills through tutor-led discussions following tutorial sessions with a focus on higher-level questioning
2. Complete a higher-level reflection about the learning process during tutorials

## C. Socratic Seminar and Philosophical Chairs

1. Utilize critical reading strategies to determine main ideas/claims as a pre-activity to Socratic Seminar and Philosophical Chairs discussions
2. Come to Socratic Seminar/Philosophical Chairs discussions prepared, having read and researched material under study and explicitly draw on that preparation by referring to evidence from texts
3. Analyze a seminal U.S document of historical and literary significance (e.g., Roosevelt's Four Freedoms speech, Letter from Birmingham Jail) in a Socratic Seminar or Philosophical Chairs discussion
4. Analyze various accounts of a subject told through different mediums (e.g., a person's life story in both print and multimedia), determining which details are emphasized in each account in a Socratic Seminar or Philosophical Chairs discussion
5. Propel conversations by posing and responding to questions that relate the current discussions to broader themes or larger ideas
6. Focus on the development of leadership skills and self-refinement during Socratic Seminar discussions
7. Summarize points of agreement and disagreement

## A. Types of Interactions

1. Develop positive peer interaction skills through creating group norms and reflective discussions following collaborative activities
2. Focus on academic language skills that will develop strong peer-instructor relationships
3. Practice using encouragement and positive affirmations with peers
4. Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, identifying any fallacious reasoning or exaggerated or distorted evidence
5. Utilize technology to interact and collaborate with others and foster trust building skills by working with partners to complete a specified task
6. Enhance understanding of collaboration by working in groups during team building and motivational activities or problem solving
7. Participate in group discussions and reflections based on collaborative work
8. Acknowledge new information expressed by others, and when warranted, modify one's own views
9. Refine inquiry, listening and oral communication skills through a variety of activities, including tutorials, presentations, Socratic Seminars, and Philosophical Chairs

## A. Organization and Time Management

1. Refine organization and neatness of binder through ongoing course support, peer discussion, and personal reflection and goal setting
2. Utilize a planner/agenda to track class assignments and grades
3. Utilize a planner/agenda to balance social and academic commitments and use backwards mapping for major projects or tests
4. Analyze grades to adjust study habits and time allocations
5. Continuously add to and reflect on multi-grade level portfolio throughout the school year
6. Present portfolio of personal academic work at the end of the year using peer feedback and suggestions for improvement
7. Publish final versions of writing for the academic portfolio

## B. Note-Taking

1. Take 10 to 18 pages of quality Cornell notes per week
2. Utilize notes after the tests to reexamine incorrect items on the tests and where potential gaps in the notes might exist
3. Create visuals or symbols in the right column to represent and help recall information
4. Change pen colors to indicate change in concept
5. Refine the skill of composing an essential question based on the standard or objective covered by the lesson
6. Write higher-level summaries for Cornell notes that link all of the learning together

## C. Research and Technology

1. Use technology in assignments and presentations, using proper MLA style to cite sources
2. Utilize technology to complete final drafts of assignments and conduct research
3. Use technology to share, store and collaborate on projects
4. Research careers and postsecondary institutions via the Internet, gathering information about majors and atmosphere of the colleges/universities

## D. Test Preparation/Test-Taking

1. Use graded assessments to identify and reflect on academic weakness and determine study and test-taking strategies that will aid in test preparation
2. Utilize strategies for various types of tests, in preparation for midterm and final exams

## A. Vocabulary

1. Expand vocabulary, especially those utilized on SAT/ACT testing and properly incorporate them into writings to vary word usage
2. Develop interpretation skills, using root word, prefix, and suffix
3. Demonstrate independence in gathering vocabulary knowledge

## B. Textual Analysis

1. Learn to determine purpose of reading, in order to correctly choose a proper method of reading
2. Read and discuss various examples of text, including articles from fiction and non-fiction
3. Mark texts to track understanding of the text and questions about the reading
4. Utilize charting of the text to track various points of view and opposing claims
5. Determine author's tone and voice
6. Demonstrate a comprehensive understanding of significant ideas expressed in written works by identifying important ideas, recognizing inferences and drawing conclusions

## A. Guest Speakers

1. Practice strong usage of academic language through thought-provoking questions that clarify or will lead to greater depth of knowledge
2. Practice listening and note-taking skills with guest speakers from both the school and community and integrate information into student projects and presentations
3. Write letters of appreciation to guest speakers, making sure to reflect on and express learning from the presentation

## B. Field Trips

1. Participate in field trips, including, but not limited to, the following: one or two college/university visits that are different from previous year, including time spent with admissions counselors, and a field trip that has a career focus
2. Meet set minimum grade and behavior criteria (as determined by the school), in order to attend the field trips
3. Use skills of listening and note-taking during field trip experiences
4. Track thoughts and potential attendance of the college/university through Cornell notes, learning logs, and/or reflective essays

## C. College and Career Knowledge

1. Narrow down potential colleges/universities of interest, choosing campuses that fit personality, academic interests and goals
2. Sign-up for ongoing information regarding admissions and potential scholarships from colleges/universities of interest
3. Develop an understanding of the college application process and required information
4. Begin developing an understanding of career paths and the associated college degree

## D. College Entrance Testing

1. Prepare for, take and analyze the results for the PSAT and/or PLAN tests
2. Focus on test-taking strategies to help determine correct answers on high-stakes tests
3. Continue developing vocabulary skills by reviewing roots, prefixes, suffixes, and ACT and SAT® word lists
4. Understand the differences between various college entrance tests

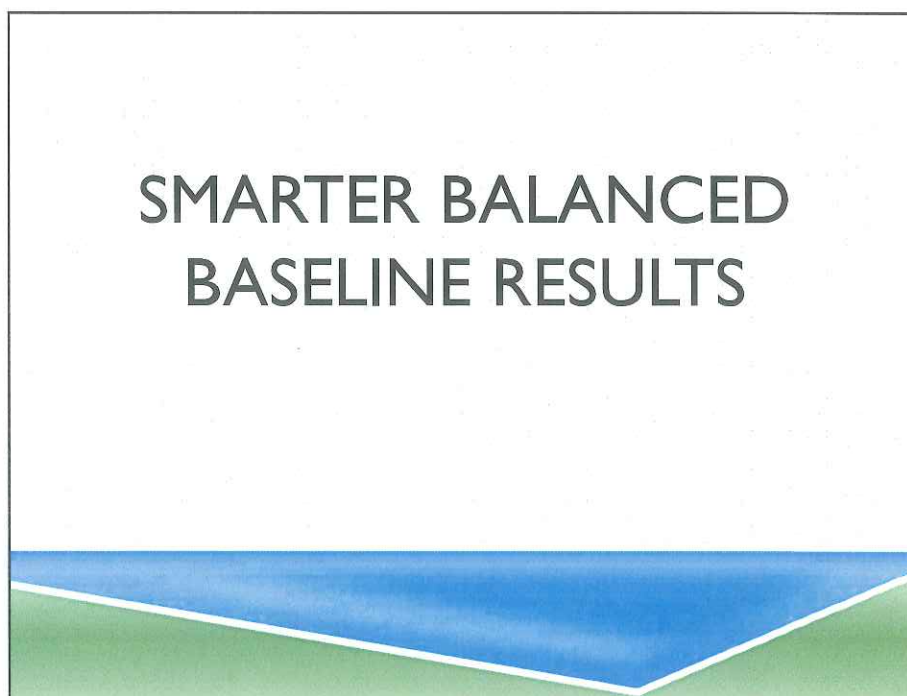
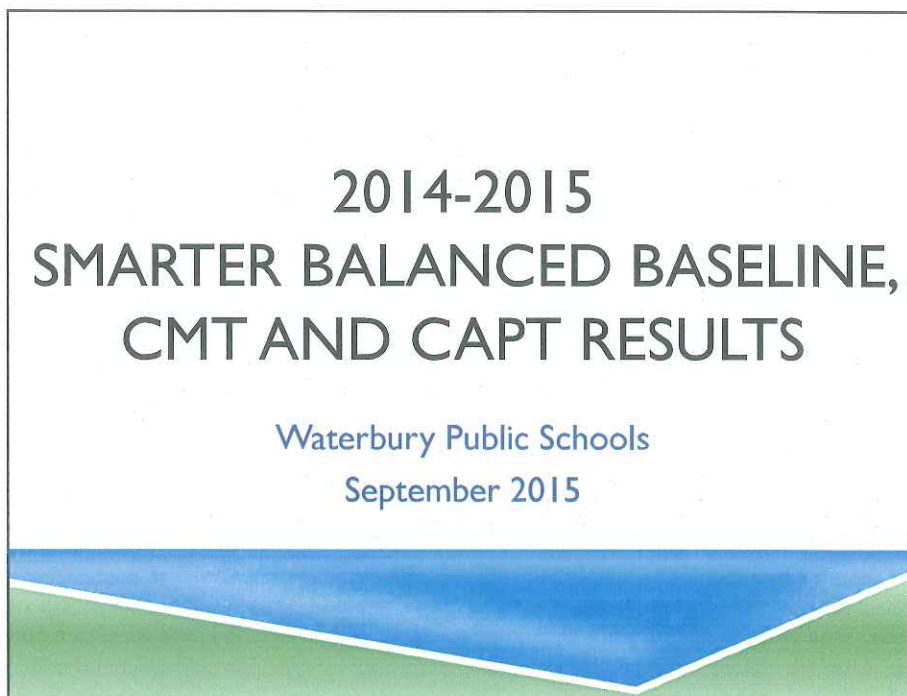
## E. College Admissions/Financial Aid

1. Identify key differences between costs for public and private universities
2. Examine potential scholarships from colleges of interest and local scholarships and design plans to meet selection criteria



#8a

**WATERBURY PUBLIC SCHOOLS  
SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS**



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## BACKGROUND

- ▶ The Smarter Balanced Assessment replaced the CMT/CAPT in Connecticut for math and English Language Arts/Literacy
- ▶ The Smarter Balanced Assessment is designed to measure achievement of the Common Core State Standards (CCSS)
- ▶ 18 states participated in the Smarter Balanced assessment this year, the first year of full implementation
- ▶ Connecticut also participated in the field test last year

## BACKGROUND

- ▶ Students in grades 3 to 8 and 11
  - The grade 11 test for next year will likely be replaced by the SAT
- ▶ Mathematics and English Language Arts/Literacy
- ▶ Administered entirely online
- ▶ Adaptive rather than fixed form for all students within grade level
- ▶ Test taken March-June 2015
- ▶ Based on knowledge gained through 2014-2015 school year

# WATERBURY PUBLIC SCHOOLS

## SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

### BACKGROUND

- ▶ Smarter Balanced reports on the following areas of knowledge and skills (claims) in MATH:
  - ▶ Concepts and Procedures
  - ▶ Problem Solving and Modeling & Data Analysis
  - ▶ Communicating Reasoning
- ▶ Smarter Balanced reports on the following areas of knowledge and skills (claims) in ELA/Literacy:
  - ▶ Reading
  - ▶ Writing
  - ▶ Listening
  - ▶ Research/Inquiry

### BACKGROUND

#### Areas of Knowledge and Skills Measured

English Language Arts	
Areas of Knowledge and Skills Measured:	Statement About Student Learning from which the Assessment was Built
READING Literary (fiction) & informational (nonfiction) texts	The student can read closely and analytically to comprehend a range of increasingly complex literary and informational texts
WRITING - Organization & Purpose - Evidence & Elaboration - Conventions	The students can produce effective and well-grounded writing for a range of purposes and audiences
LISTENING	The students can employ effective listening skills for a range of purposes and audiences
RESEARCH	The student can engage in research and inquiry to investigate topics



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## BACKGROUND

### Areas of Knowledge and Skills Measured

Mathematics	
Areas of Knowledge and Skills Measured:	Statement about Student Learning from which the Assessment was Built:
Concepts & Procedures	Students can explain and apply mathematical concepts and interpret and carry out mathematical procedures with precision and fluency
Problem Solving	Students can solve a range of complex well-posed problems in pure and applied mathematics, making productive use of knowledge and problem solving strategies
Modeling & Data Analysis	Students can analyze complex, real-world scenarios and can construct and use mathematical models to interpret and solve problems
Communicating Reasoning	Students can clearly and precisely construct viable arguments to support their own reasoning and to critique the reasoning of others

## BACKGROUND

- ▶ Comparisons to CMT/CAPT are not advised because the tests are dramatically different
- ▶ The following information has been previously shared with parents:
  - ▶ These standards are new, and they are higher. As a result, it will take time for students to master these new standards. The number of students performing at grade-level proficiency may appear to be lower compared to what it has been in years past. Scores will likely drop by one third or more. \*
  - ▶ It will be important to support parents and students in understanding the new assessment results. Without this support from educators, parents and students may perceive their results as a "drop" in test scores, when it should be viewed as baseline results against more rigorous standards.\*
  - ▶ Lower results are not indicative that students are not learning and a level playing field ensures that all students will face the same challenge. In fact, students will be better prepared to successfully compete in the global workforce upon graduation from high school and/or college because of learning the Common Core.\*

\*Source: CSDE CCSS Communications Toolkit Summer 2013

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## BACKGROUND

- Four levels of classification

Level 4 – Exceeds the Achievement Level

Level 3 – Meets the Achievement Level

(Accountability Target)

Level 2 – Approaching the Achievement Level

Level 1 – Does Not Meet the Achievement Level

## BACKGROUND

- Scale scores are used to determine which level a student's score falls into

Achievement Level Scale Score Thresholds

		Level 1: Does Not Meet	Level 2: Approaching	Level 3: Meets	Level 4: Exceeds
ELA	3	2114-2366	2367-2431	2432-2489	2490-2623
	4	2131-2415	2416-2472	2473-2532	2533-2663
	5	2201-2441	2442-2501	2502-2581	2582-2701
	6	2210-2456	2457-2530	2531-2617	2618-2724
	7	2258-2478	2479-2551	2552-2643	2649-2745
	8	2288-2486	2487-2566	2567-2667	2668-2769
Math	11	2299-2492	2493-2582	2583-2681	2682-2795
	3	2189-2380	2381-2435	2436-2500	2501-2621
	4	2204-2410	2411-2484	2485-2548	2549-2659
	5	2219-2454	2455-2527	2528-2578	2579-2700
	6	2235-2472	2473-2551	2552-2609	2610-2748
	7	2250-2483	2484-2566	2567-2634	2635-2778
	8	2265-2503	2504-2585	2586-2652	2653-2802
	11	2280-2542	2543-2627	2628-2717	2718-2862



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## BACKGROUND

- ▶ Not all students receive a score for all subject areas. A student may not receive a score for any of the following reasons:
  - Absent: Student was absent for one or more tests in a subject area
  - Left Blank: Student left one or more tests blank in a subject area
  - Expired: Student did not finish test; test was not complete in all areas measured and a score could not be obtained
  - Exempt: English Learners (EL) enrolled in a U.S. school less than twelve calendar months receive scores if they participated in testing, but results are excluded from all calculations
  - Connecticut Alternate Assessment (CTAA): Severely cognitively impaired Special Education students take this NEW alternate assessment and receive scores, but results are excluded from all calculations (except District and School Performance Index [DPI/SPI])

## BACKGROUND

- ▶ These results differ from DPI/SPI calculations where districts and schools have to meet established targets
- ▶ Calculations for ALL GRADES were produced by aggregating individual student results (**NOT** averaging results across grades)

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## 2014-2015 DEMOGRAPHICS

- ▶ Total students tested with Smarter Balanced in grades 3 to 8 and 11=9,391
- ▶ Gender
  - ▶ Male=4,729 (50.4%)
  - ▶ Female=4,662 (49.6%)
- ▶ EL=1,277 (13.6%)
- ▶ Special Education=1,622 (17.3%)
- ▶ Both EL and Special Education=375 (4.0%)
- ▶ Economically Disadvantaged=7,548 (80.4%)
- ▶ High Needs=7,871 (83.8%)
- ▶ Race/Ethnicity
  - ▶ Data collection and reporting changed in 2010-2011 in accordance with federal guidelines
    - ▶ Native Hawaiian or Other Pacific Islander was added
    - ▶ Non-Hispanic students are allowed to be classified as two or more races
  - ▶ Hispanic/Latino of Any Race=4,817 (51.3%)
  - ▶ Black or African American=2,251 (24.0%)
  - ▶ White=1,847 (19.7%)
  - ▶ Two or more races=273 (2.9%)
  - ▶ Asian=143 (1.5%)
  - ▶ American Indian or Alaska Native=57 (0.6%)
  - ▶ Native Hawaiian or Other Pacific Islander=3 (0.0%)

## DISTRICT RESULTS BY GRADE

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## NATIONAL SUMMARY

### ► NATIONAL FIELD TEST DEMOGRAPHICS AND RESULTS (2013-2014 LATEST DATA)

- Overall National Results
  - 38%-44% of students scored 3 or higher in ELA
  - 32%-39% of students scored 3 or higher in Math
- High Need Students
  - Special Education (represented 9% of the population)
    - 7%-16% of students scored 3 or higher in ELA
    - 8%-18% of students scored 3 or higher in Math
  - EL (represented 10% of the population)
    - 4%-14% of students scored 3 or higher in ELA
    - 5%-17% of students scored 3 or higher in Math
  - Economically Disadvantaged (represented 50% of the population)
    - 24%-33% of students scored 3 or higher in ELA
    - 19%-26% of students scored 3 or higher in Math

## STATE SUMMARY

### ► STATE DEMOGRAPHICS AND RESULTS

- Overall State Results
  - 55% of students scored 3 or higher in ELA
  - 39% of students scored 3 or higher in Math
- High Need Students
  - Special Education (represented 13% of the population\*)
    - 15% of students scored 3 or higher in ELA
    - 8% of students scored 3 or higher in Math
  - EL (represented 5% of the population\*)
    - 10% of students scored 3 or higher in ELA
    - 7% of students scored 3 or higher in Math
  - Economically Disadvantaged (represented 37% of the population\*)
    - 38% of students scored 3 or higher in ELA\*
    - 21% of students scored 3 or higher in Math\*

Note: Figures are approximate; CSDE has not provided this information to date in this format



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## DISTRICT SUMMARY

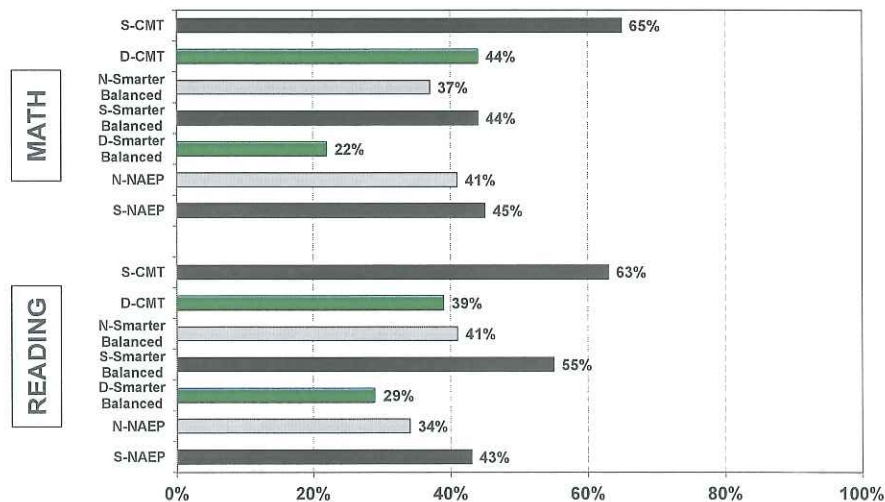
### ► DISTRICT DEMOGRAPHICS AND RESULTS

- Overall District Results
  - 26% of students scored 3 or higher in ELA
  - 13% of students scored 3 or higher in Math
- High Need Students
  - Special Education (represented 17% of the population)
    - 3% of students scored 3 or higher in ELA
    - 2% of students scored 3 or higher in Math
  - EL (represented 14% of the population)
    - 4% of students scored 3 or higher in ELA
    - 3% of students scored 3 or higher in Math
  - Economically Disadvantaged (represented 80% of the population)
    - 22% of students scored 3 or higher in ELA
    - 10% of students scored 3 or higher in Math

### SMARTER BALANCED BASELINE RESULTS COMPARISON

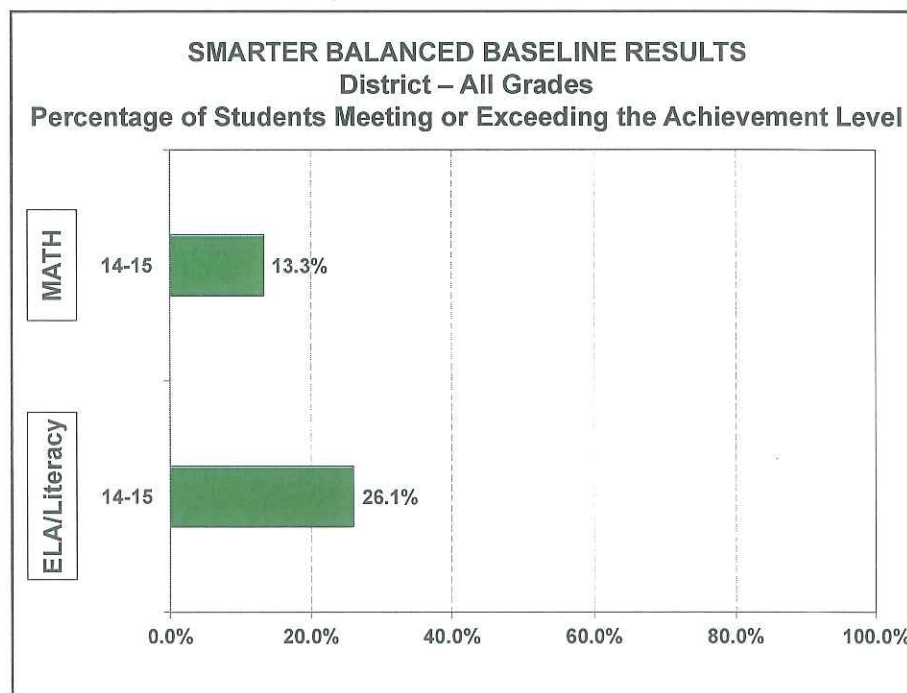
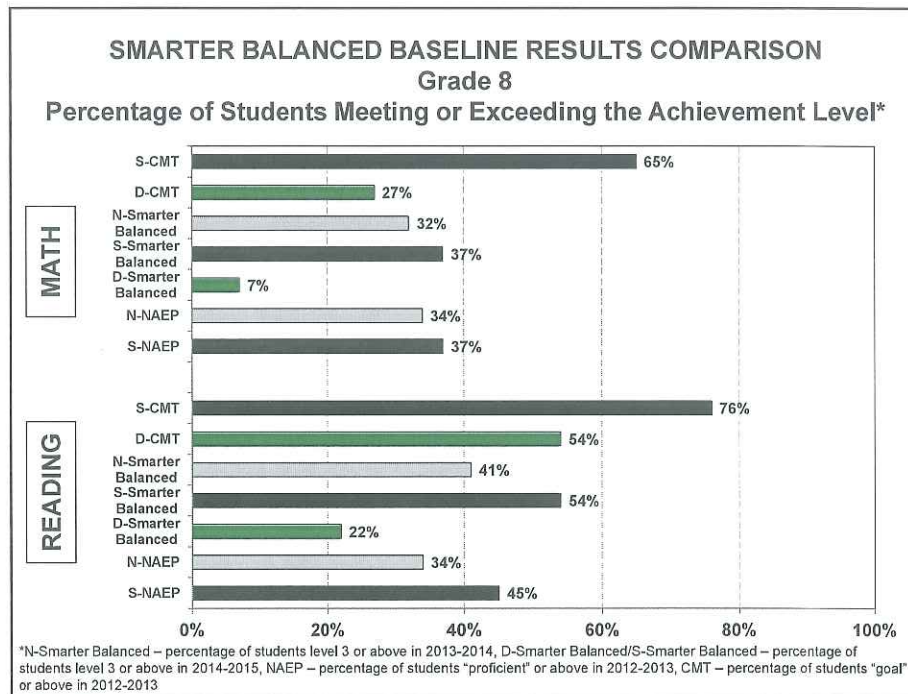
#### Grade 4

Percentage of Students Meeting or Exceeding the Achievement Level\*



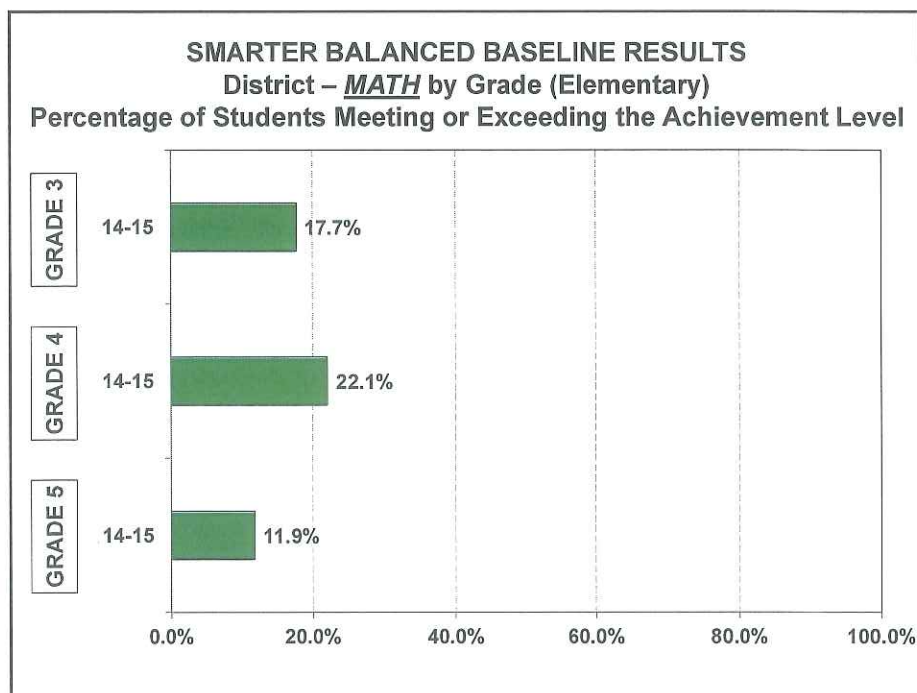
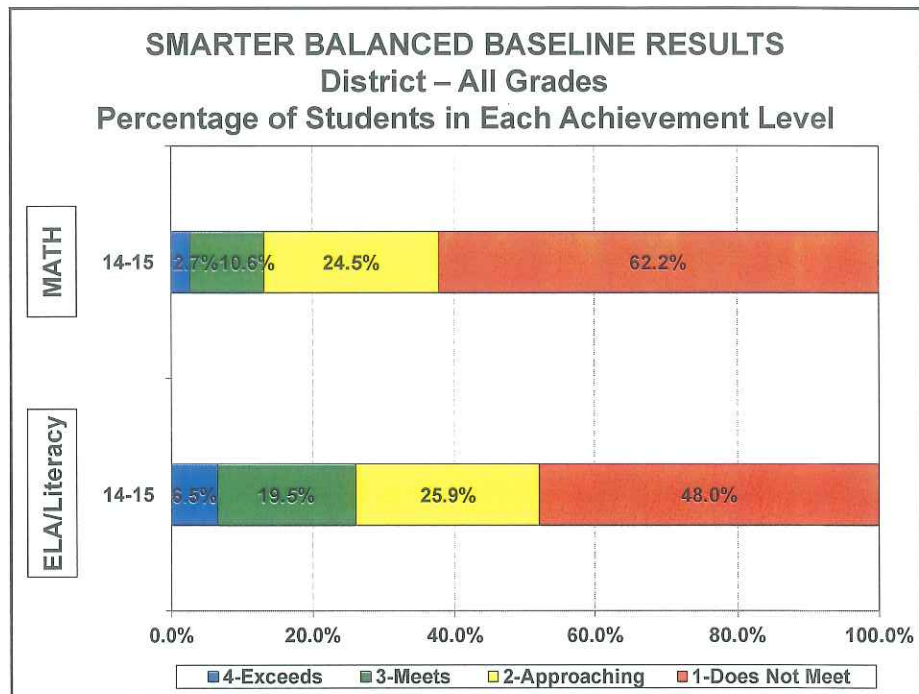
\*N-Smarter Balanced – percentage of students level 3 or above in 2013-2014, D-Smarter Balanced/S-Smarter Balanced – percentage of students level 3 or above in 2014-2015, NAEP – percentage of students "proficient" or above in 2012-2013, CMT – percentage of students "goal" or above in 2012-2013

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

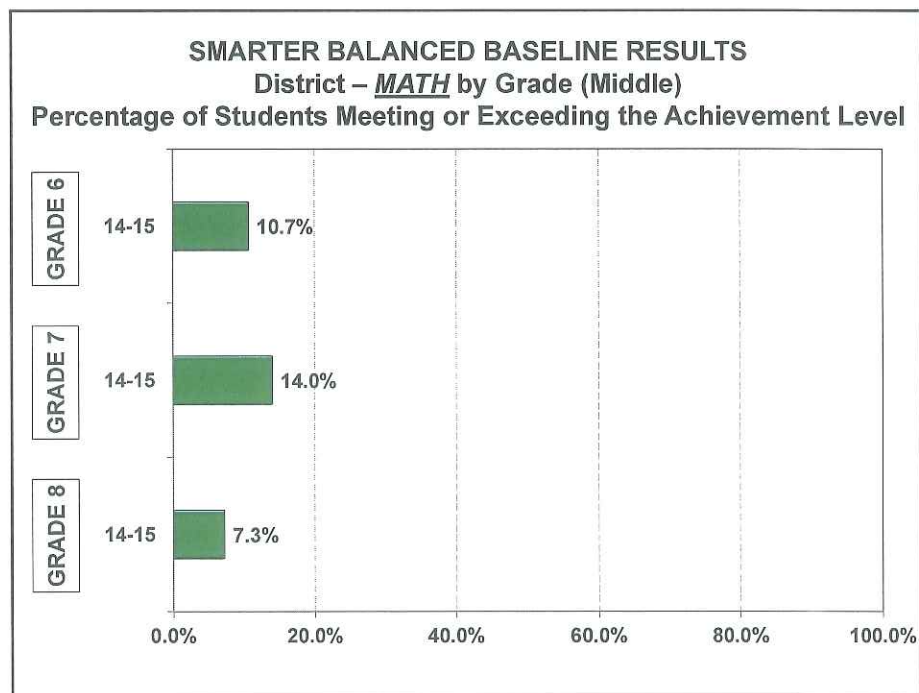
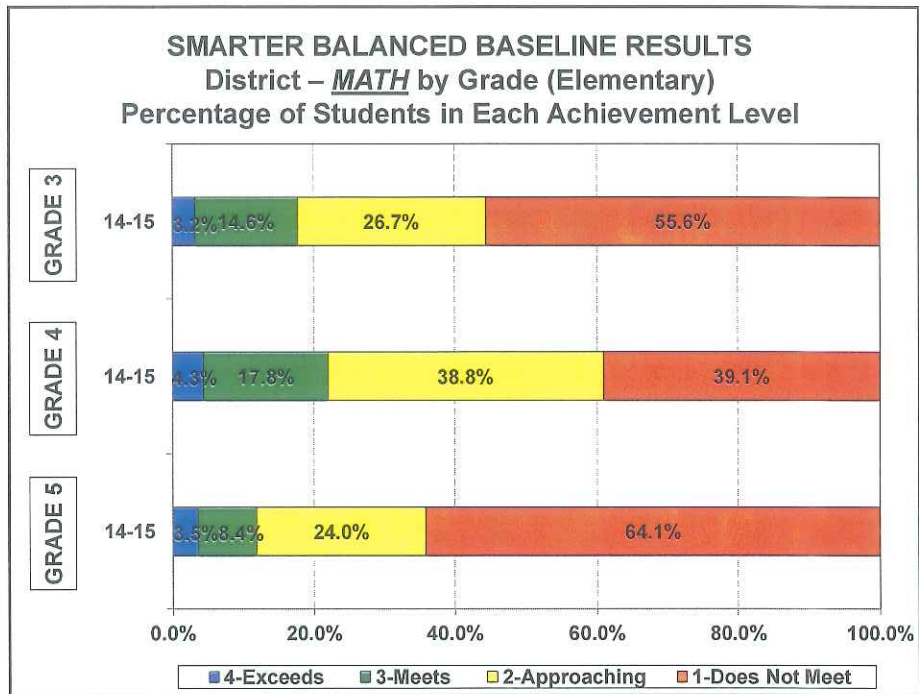




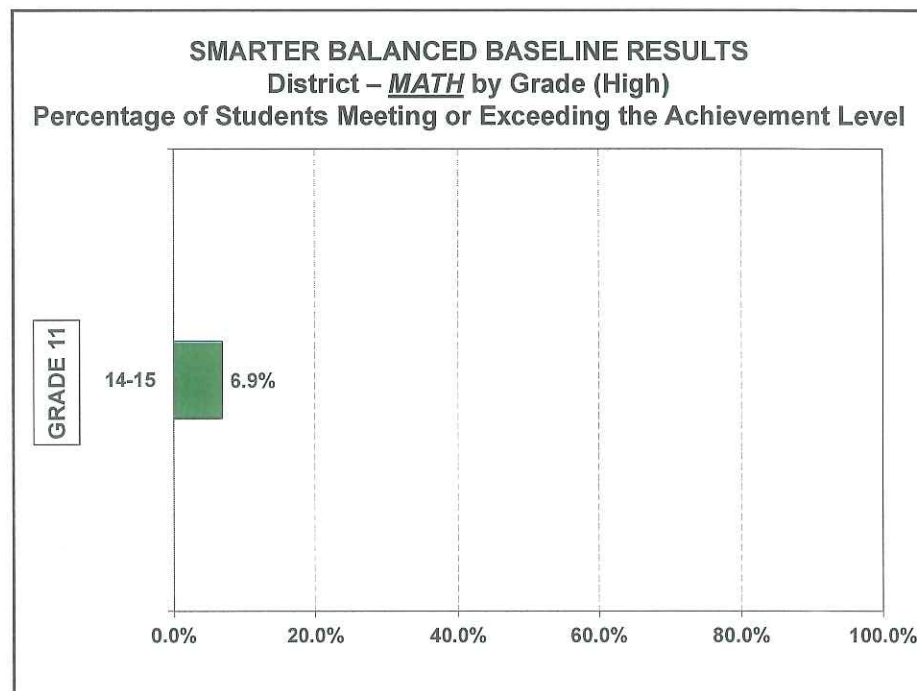
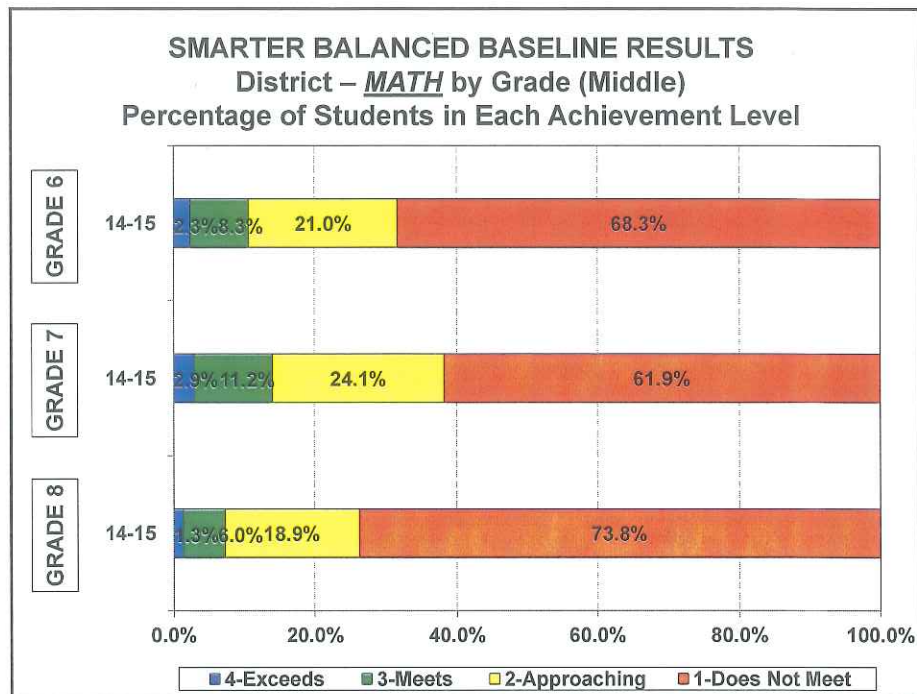
# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

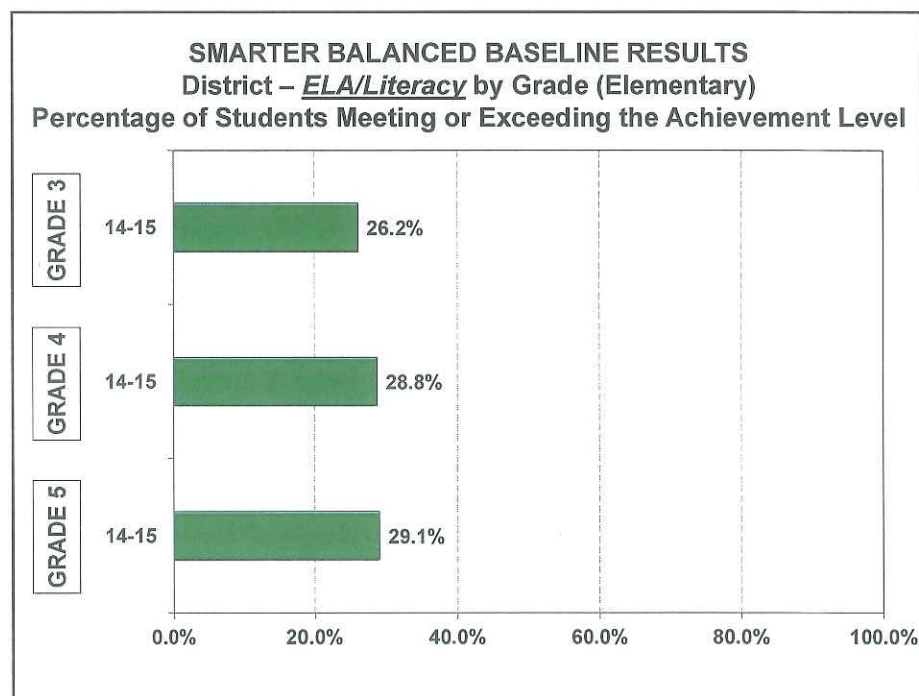
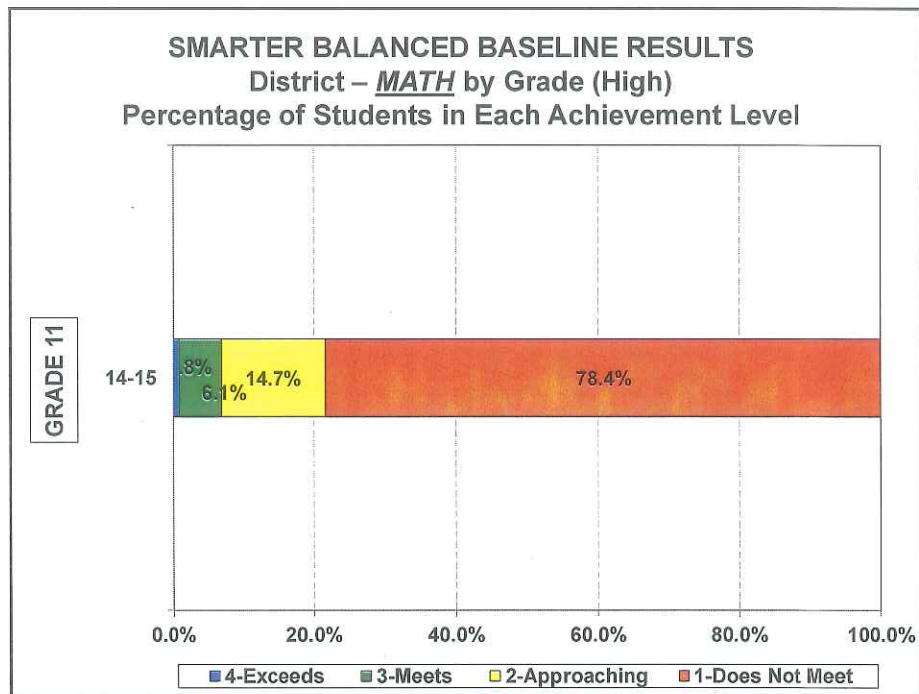


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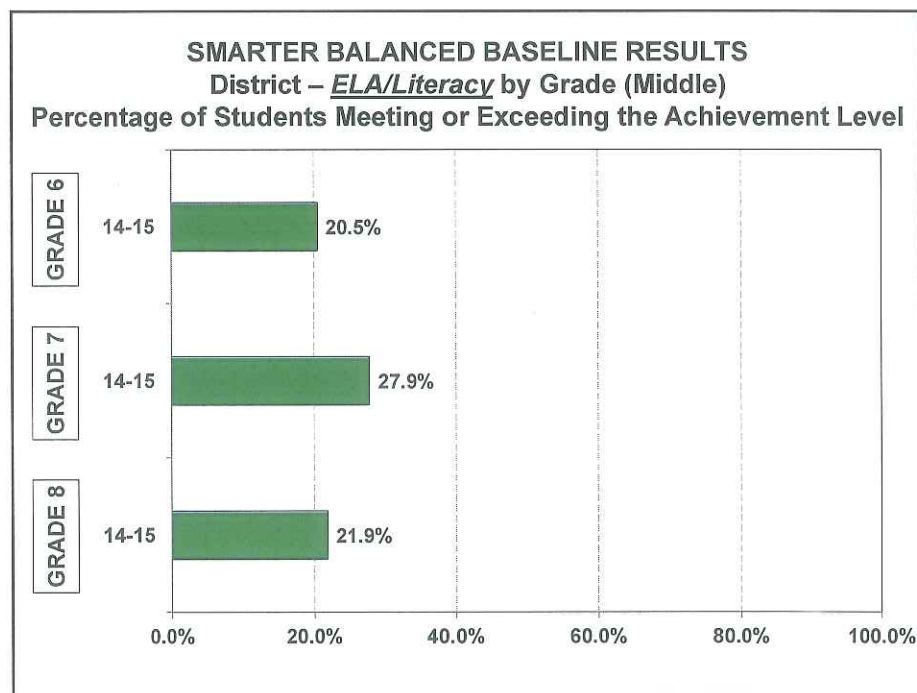
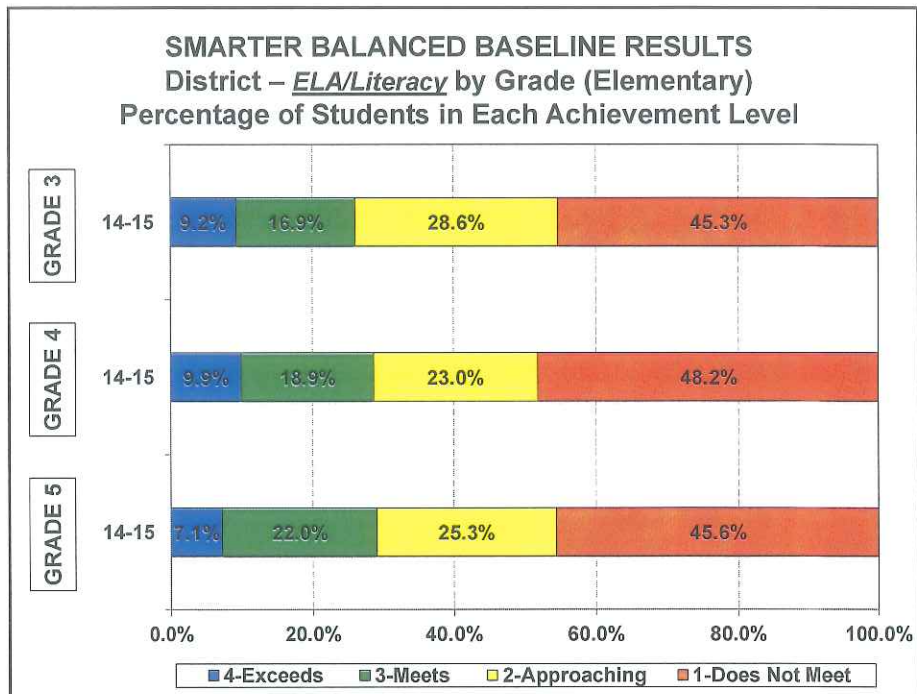


# WATERBURY PUBLIC SCHOOLS

## SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

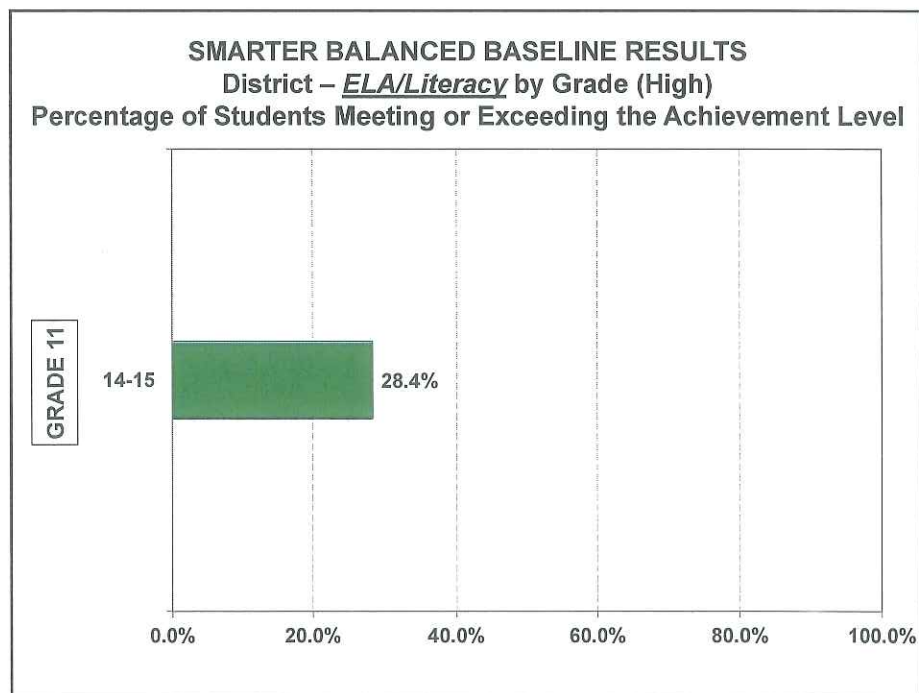
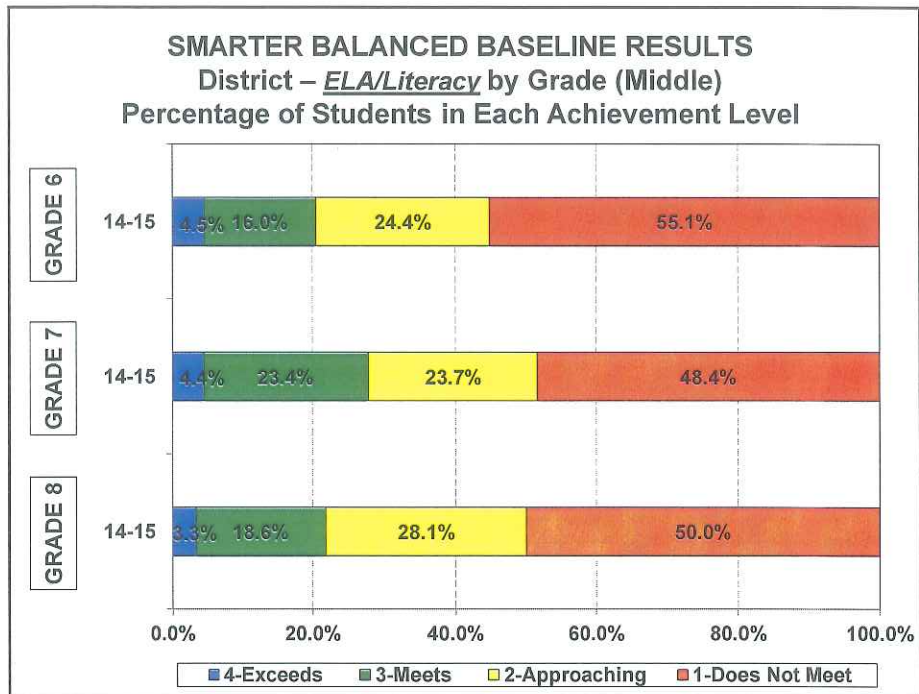


# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

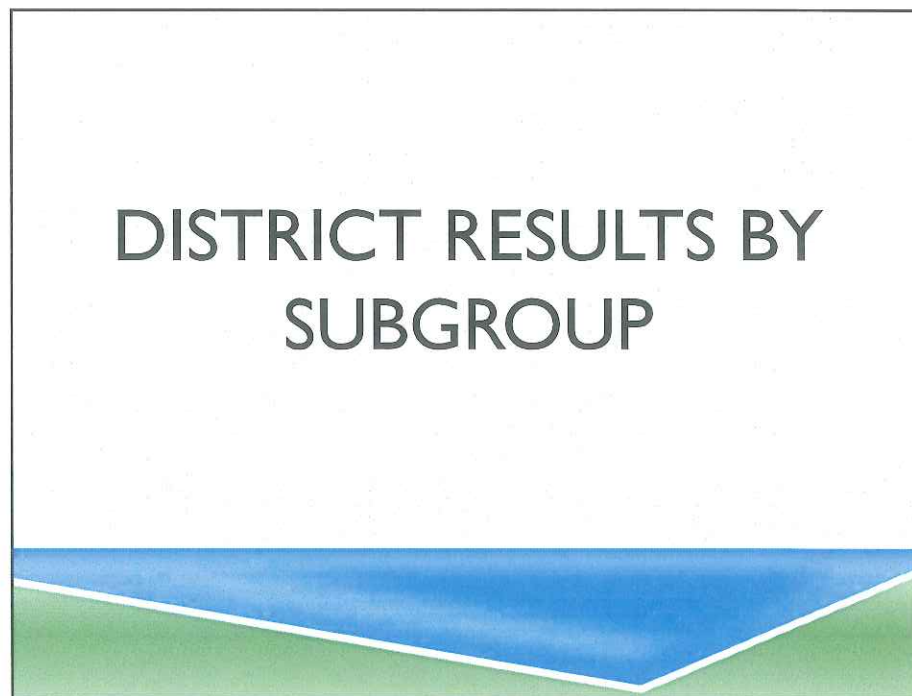
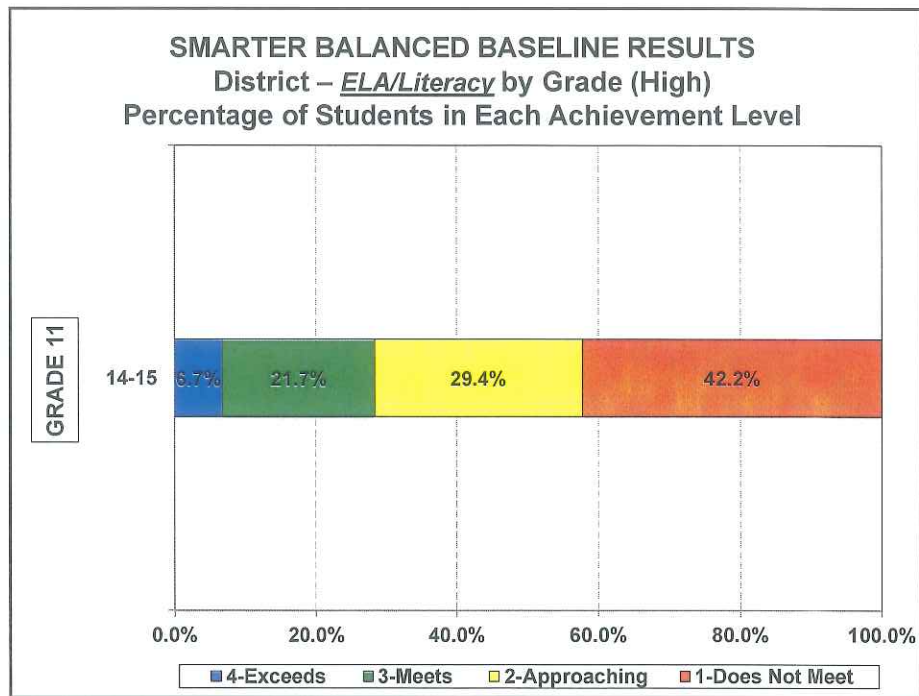




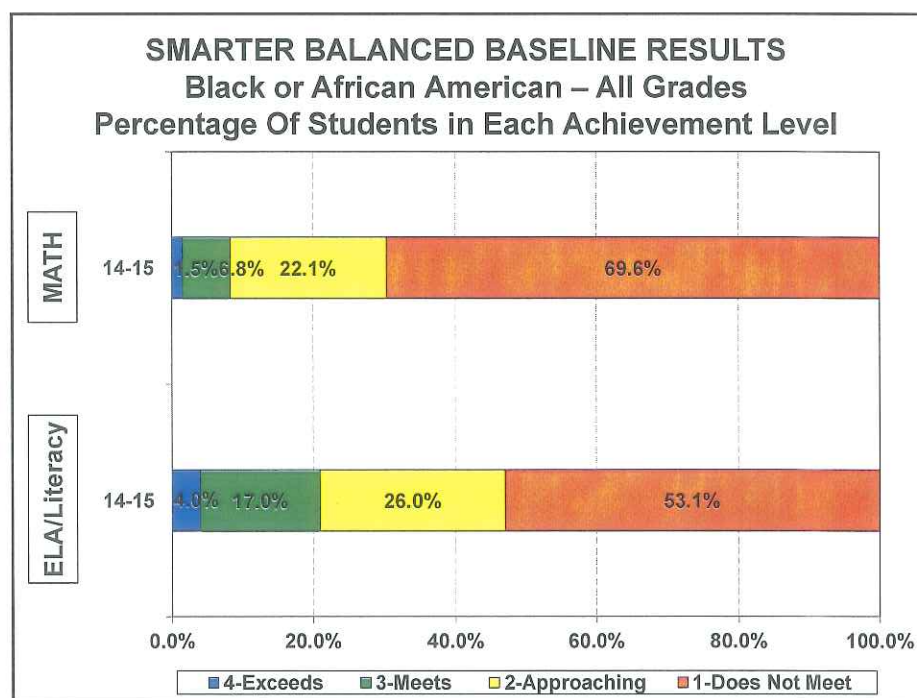
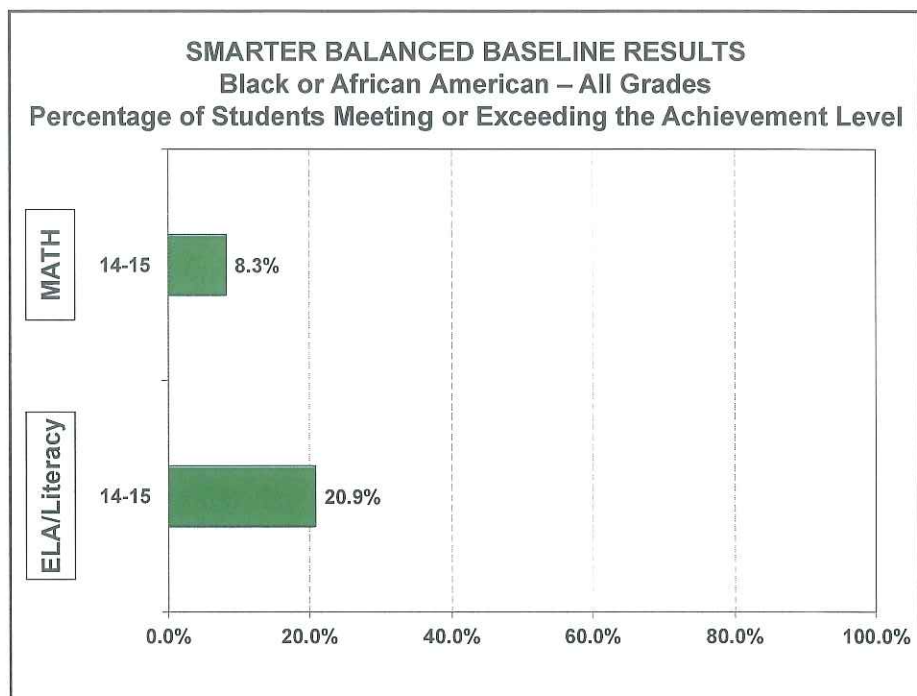
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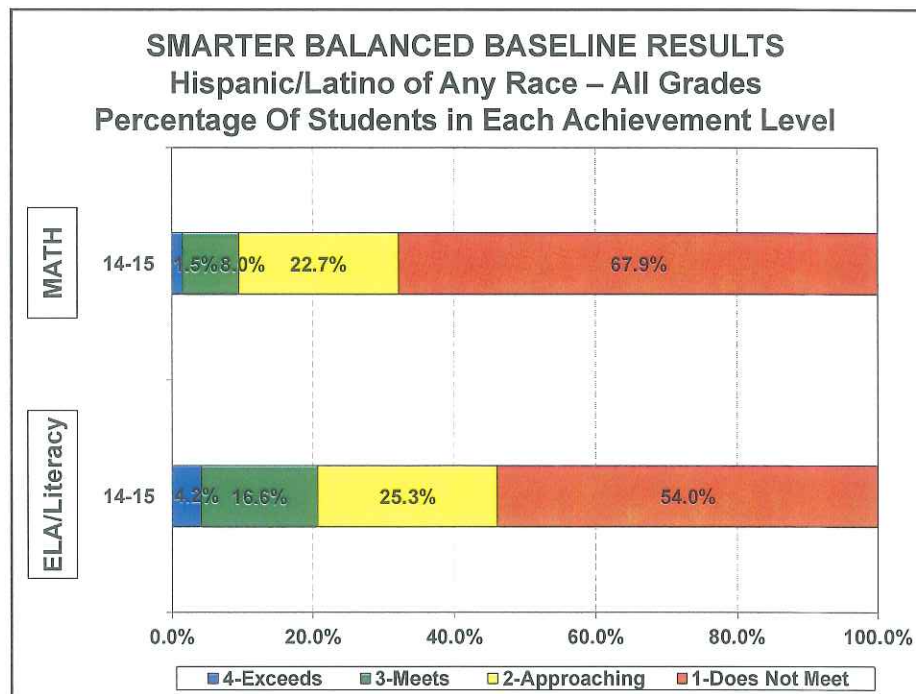
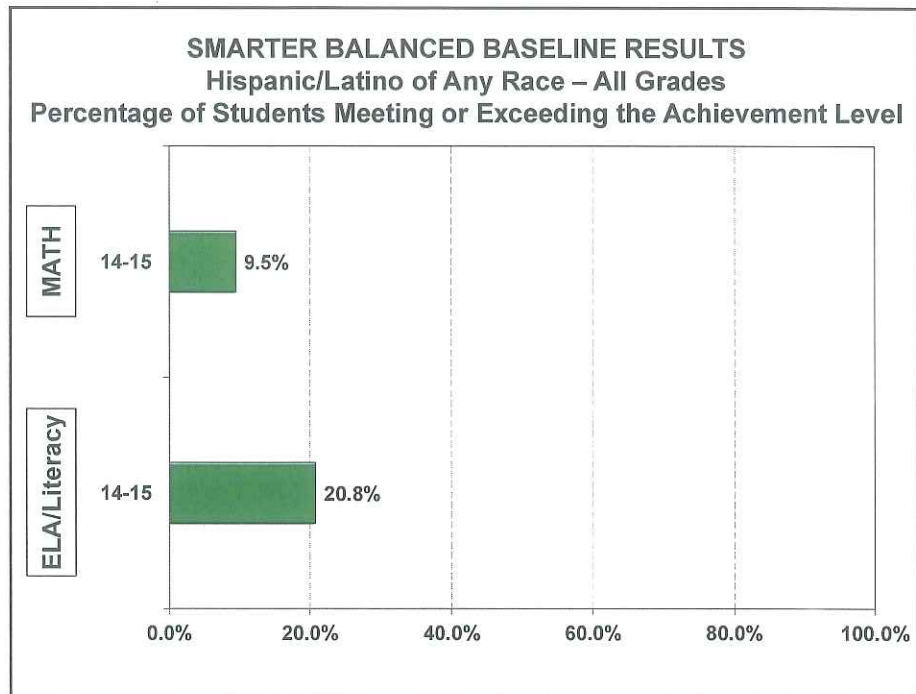


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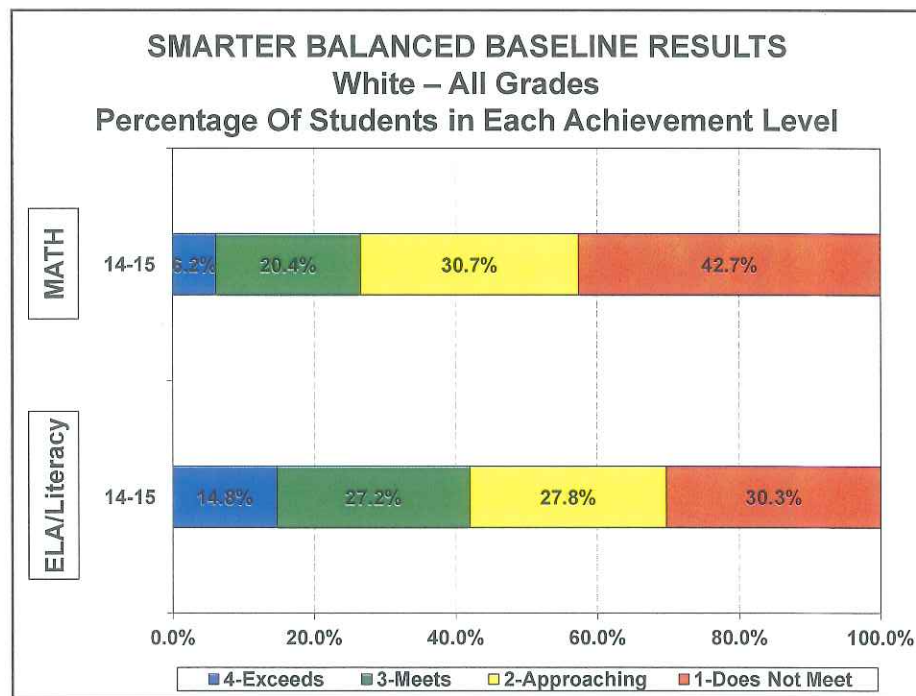
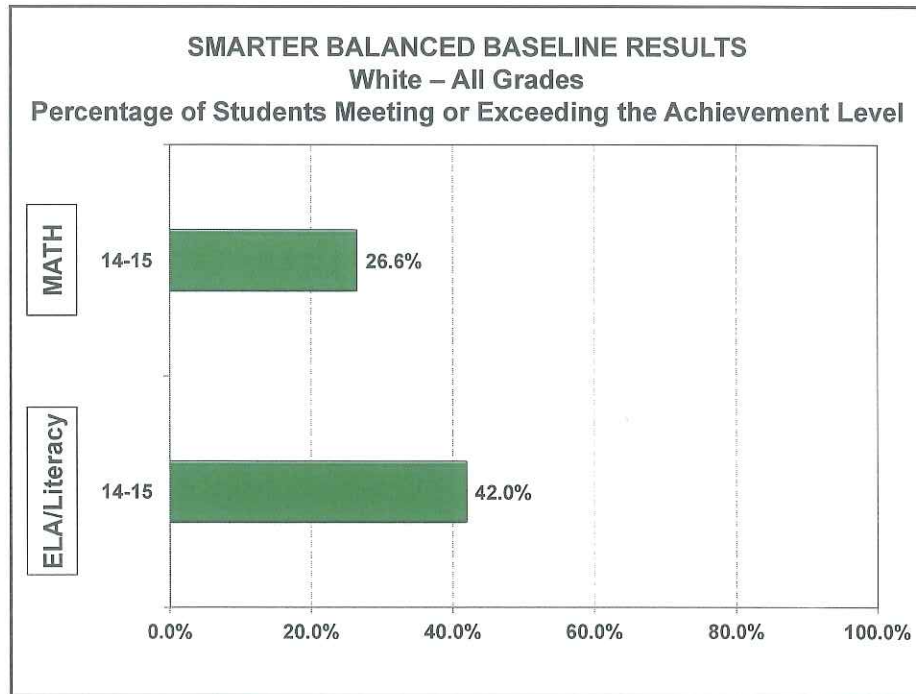


# WATERBURY PUBLIC SCHOOLS

## SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

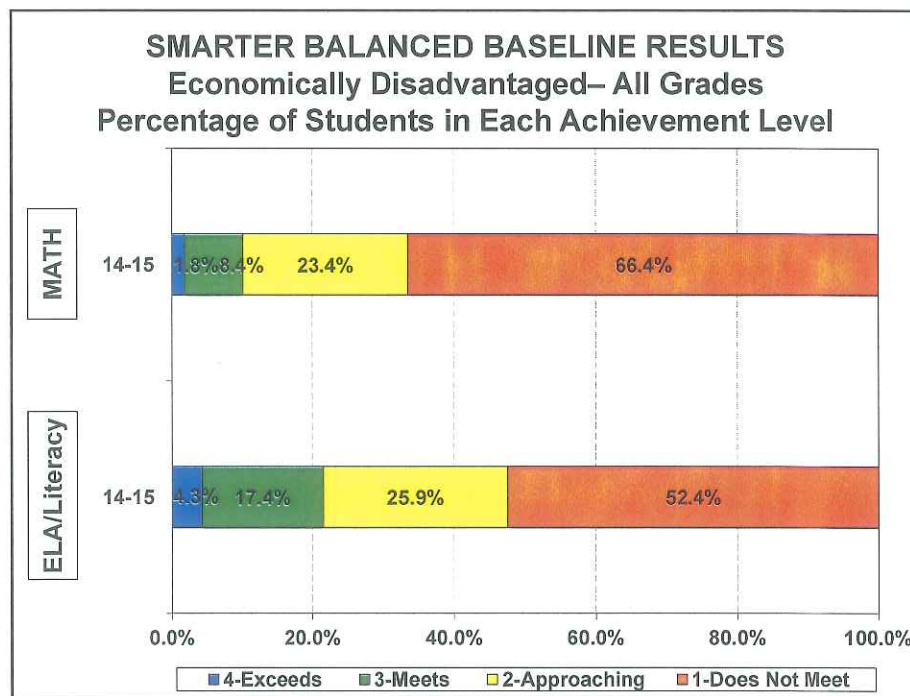
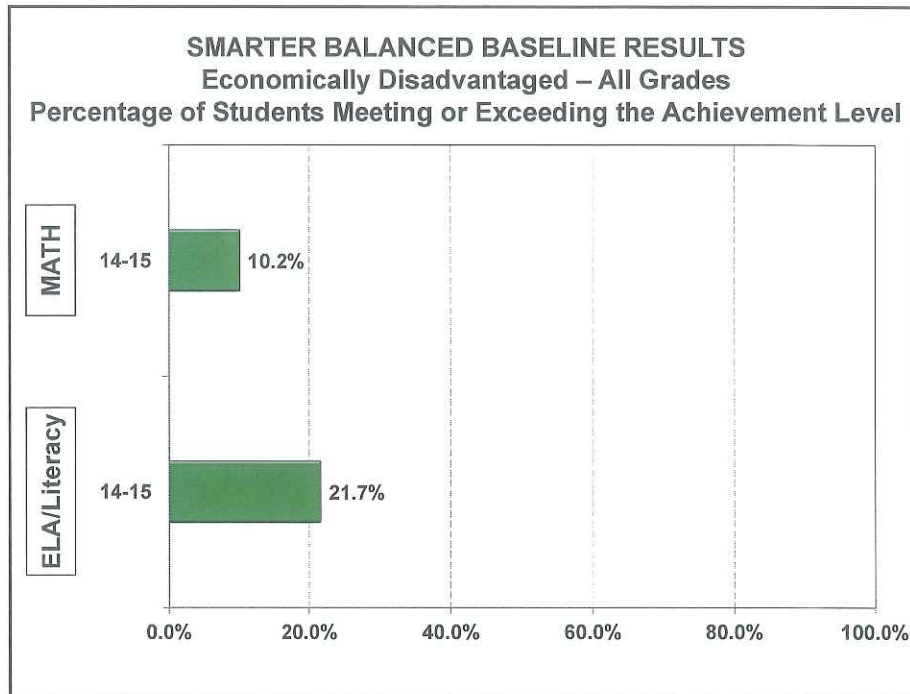


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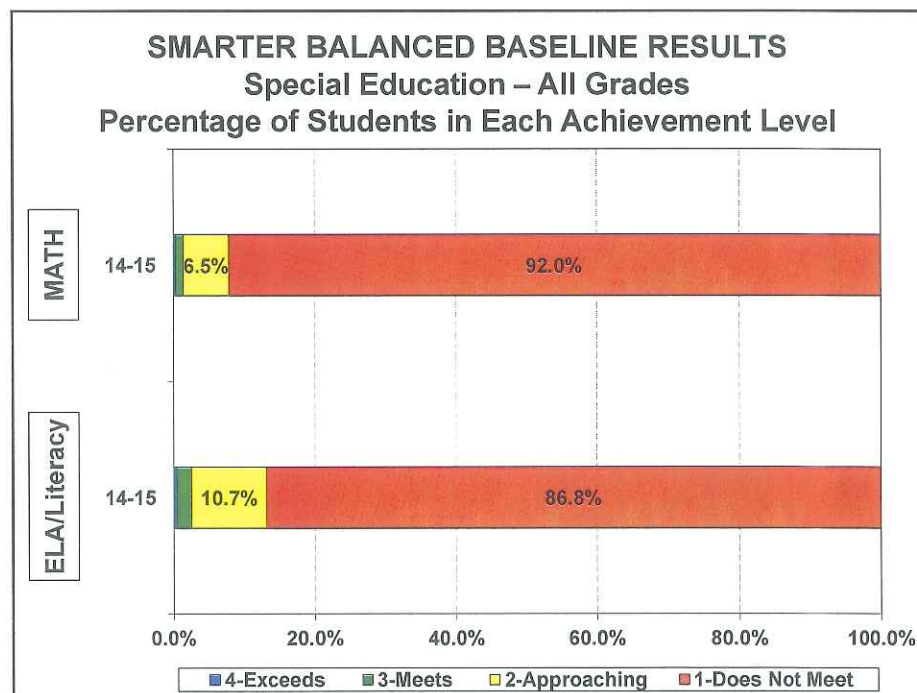
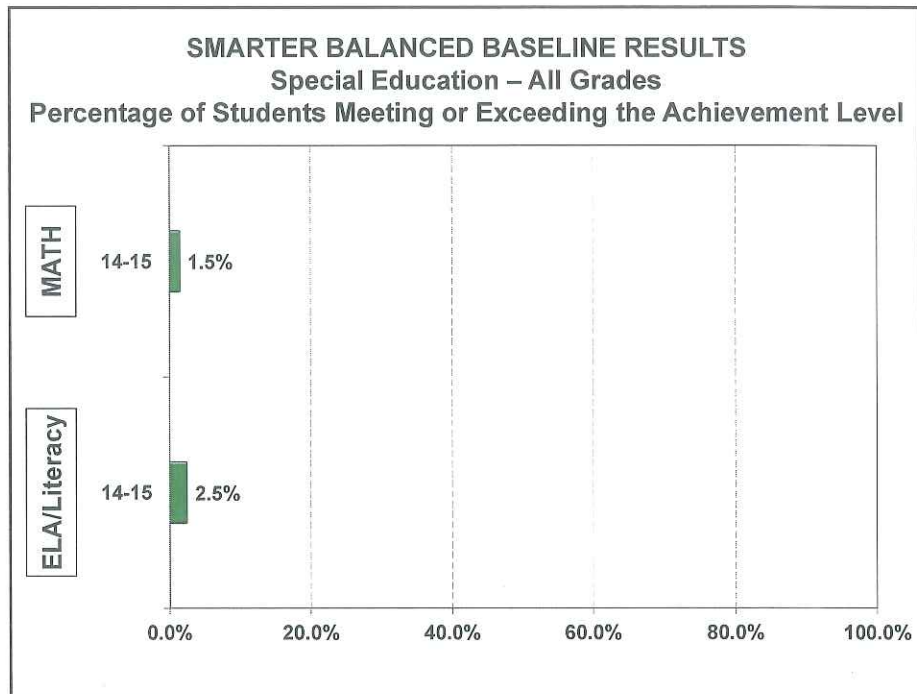




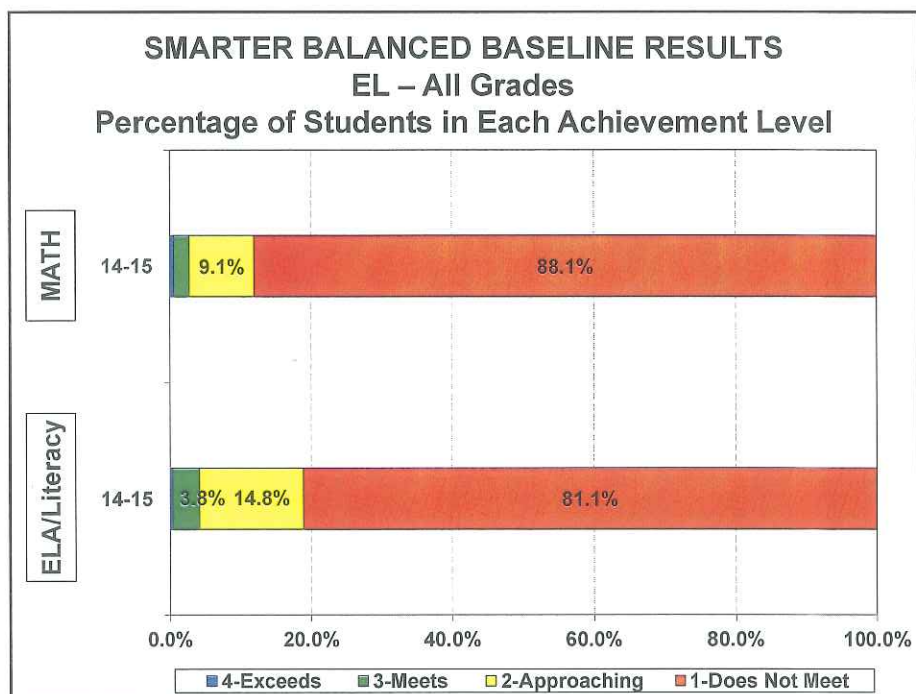
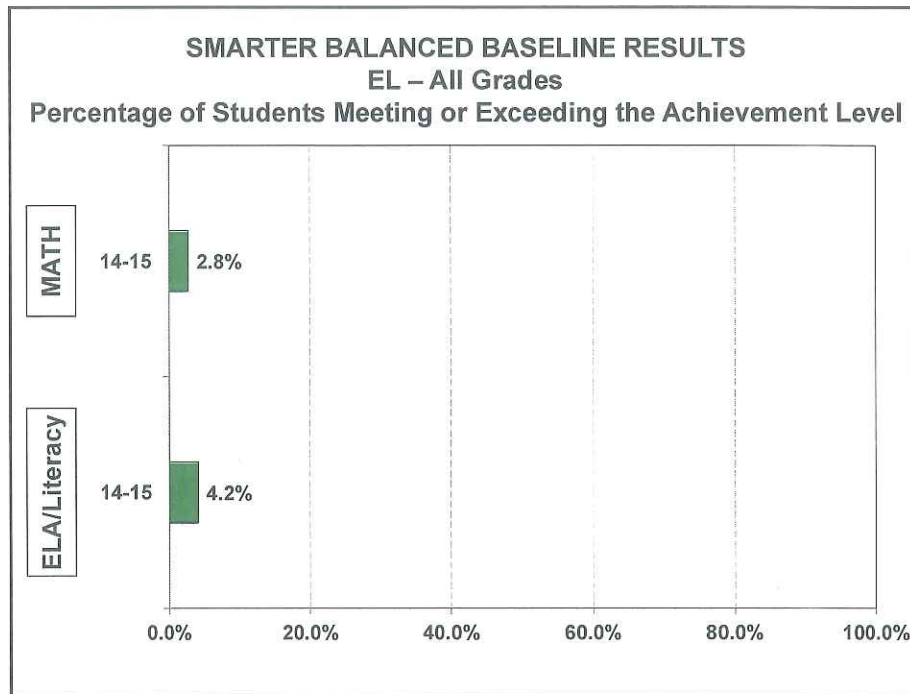
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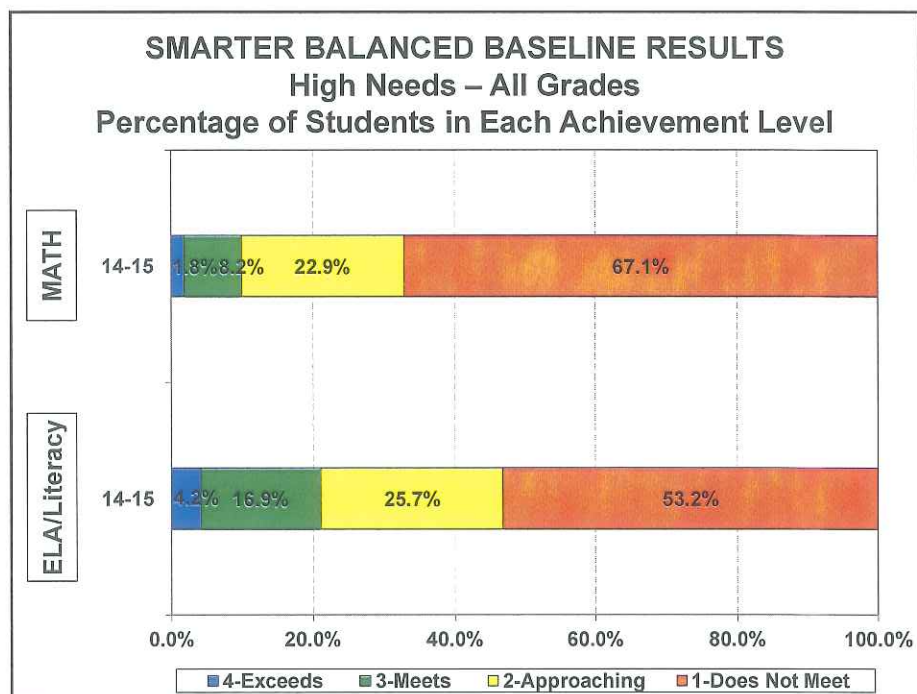
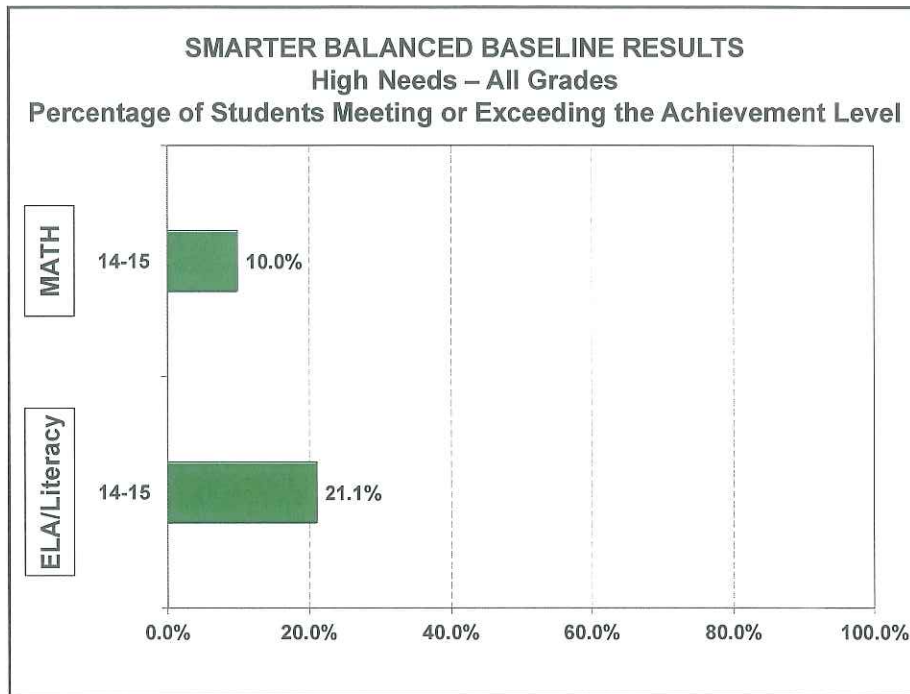
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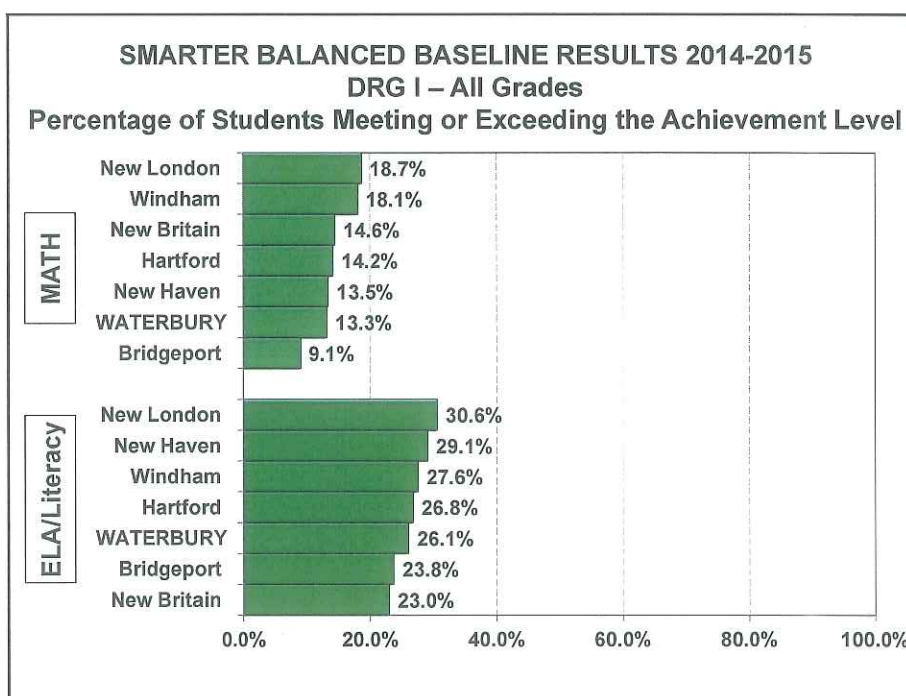


# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



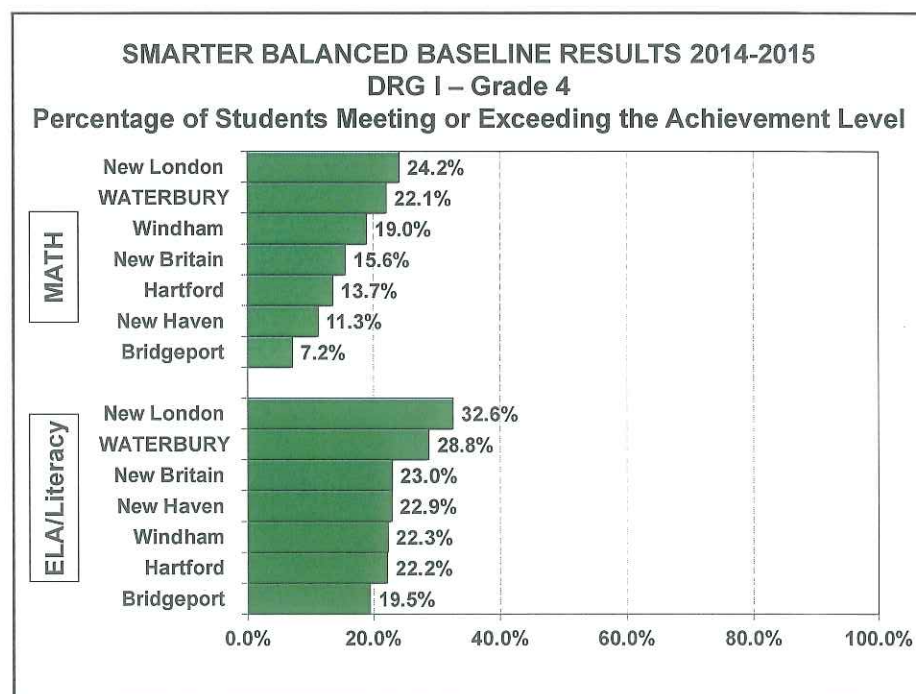
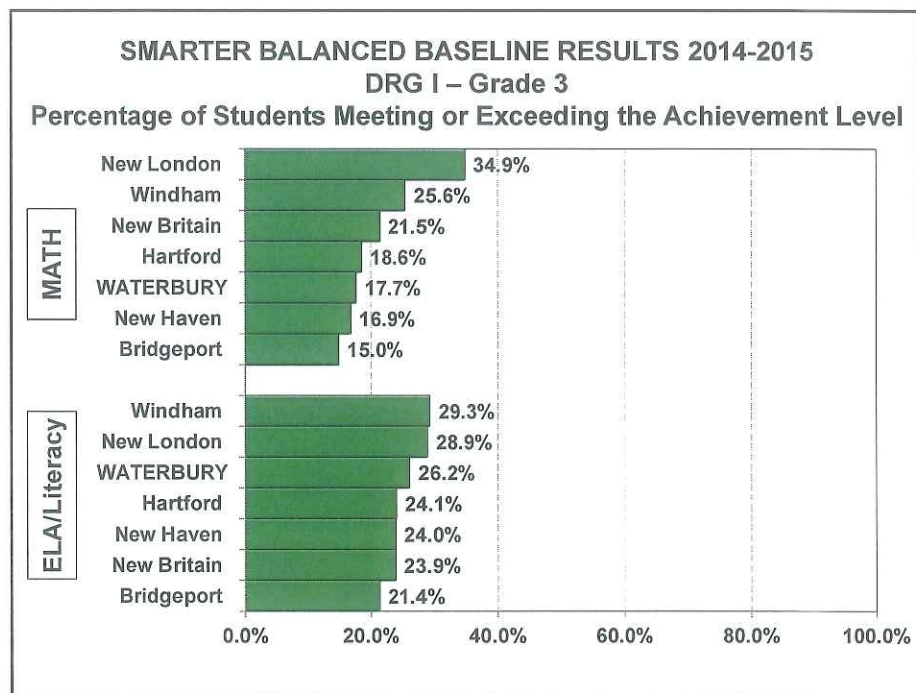
# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## COMPARISON TO DISTRICT REFERENCE GROUP (DRG I)

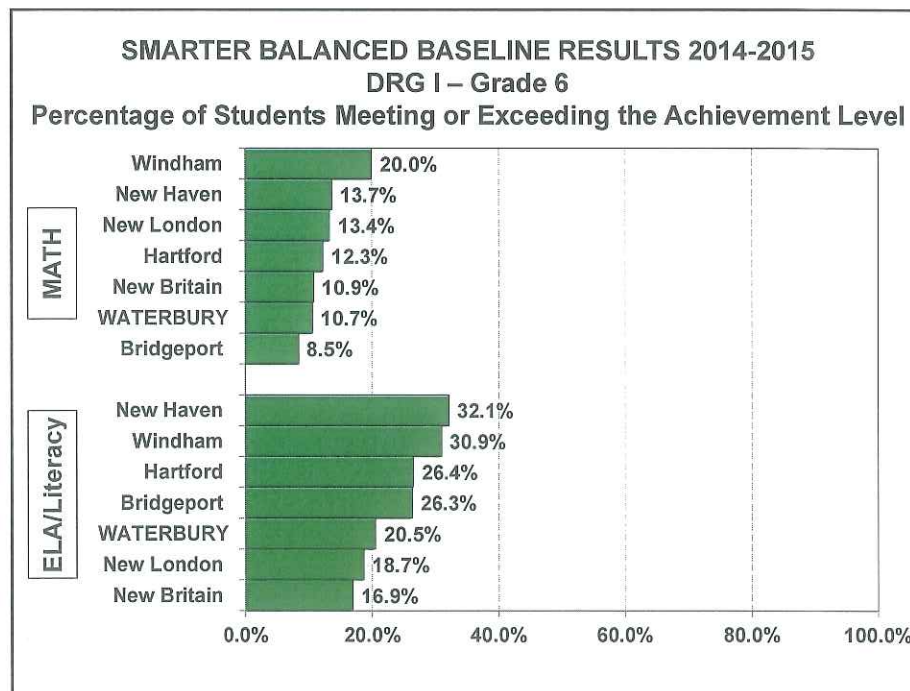
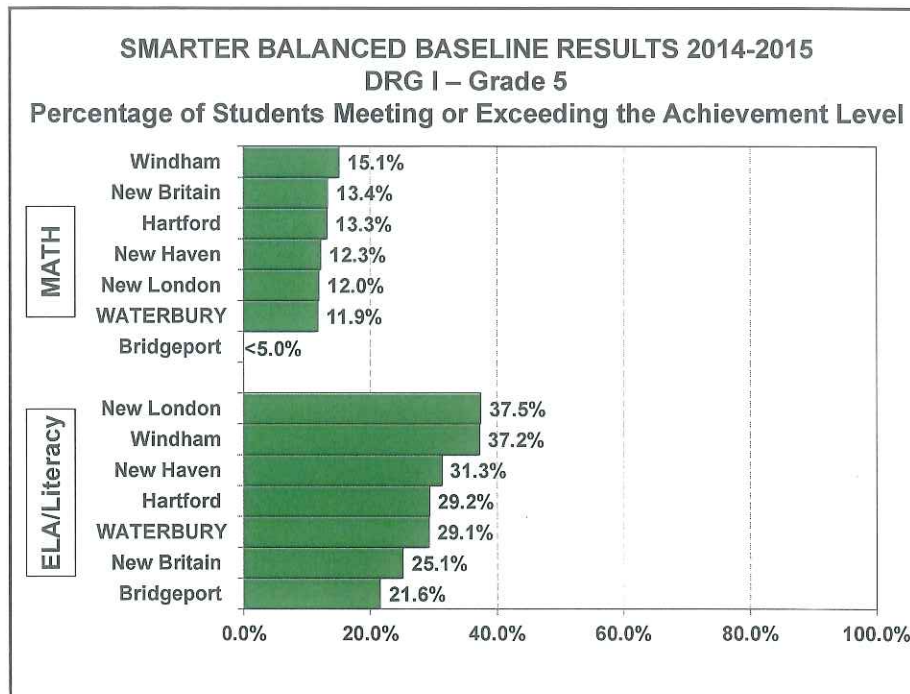




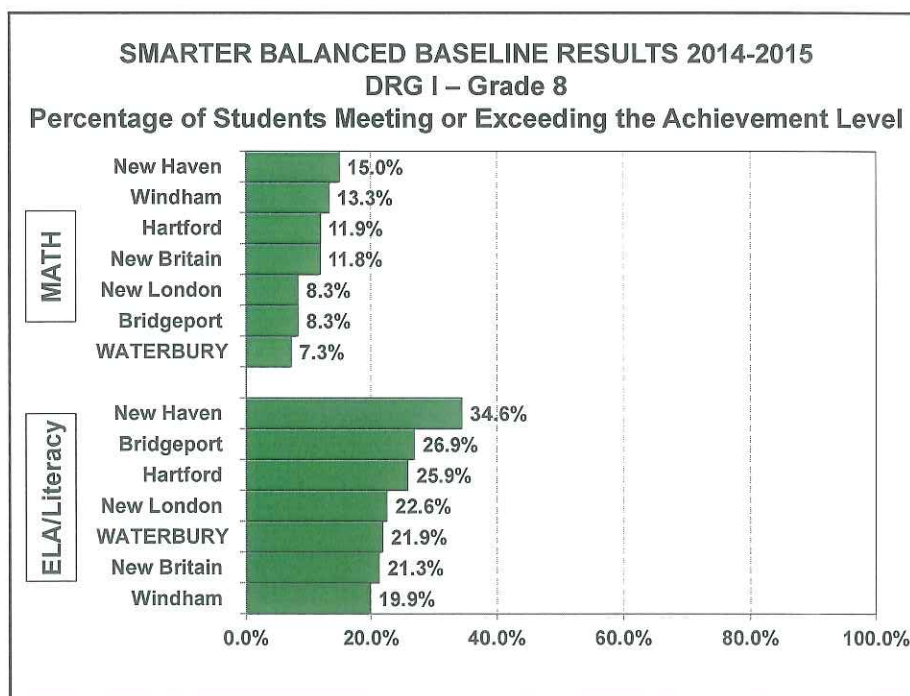
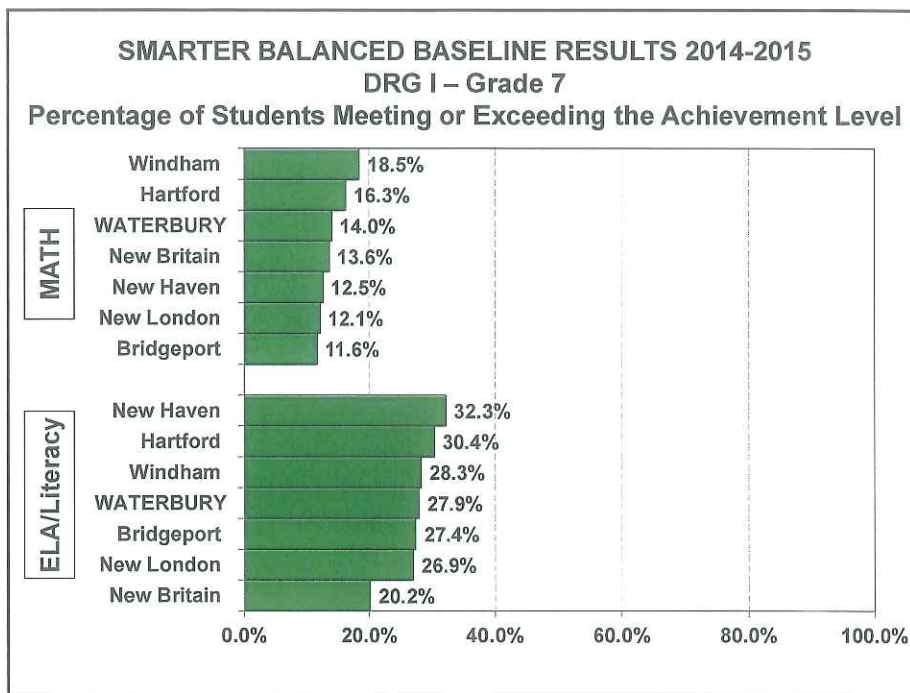
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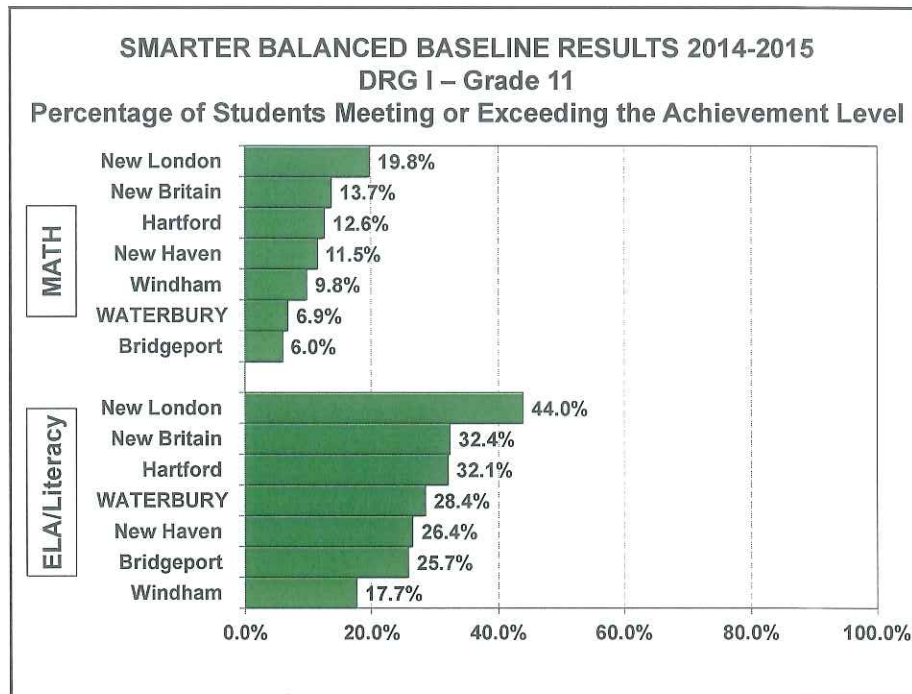
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# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



## SCHOOL RESULTS



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

Math Ranked by Percentage of Students Meeting or Exceeding the Achievement Level			ELA/Literacy Ranked by Percentage of Students Meeting or Exceeding the Achievement Level		
	Number Tested	% Meets/Exceeds (Level 3)		Number Tested	% Meets/Exceeds (Level 3)
	Count	Row %		Count	Row %
Rotella Interdistrict Magnet School	280	41.8%	Rotella Interdistrict Magnet School	280	65.0%
Maloney Interdistrict Magnet School	252	32.1%	Waterbury Arts Magnet School	436	63.3%
B. W. Tinker School	285	29.1%	Wendell L. Cross School	150	47.3%
Waterbury Arts Magnet School	436	25.7%	Maloney Interdistrict Magnet School	252	46.4%
Wendell L. Cross School	150	21.3%	B. W. Tinker School	285	36.8%
Carrington School	271	20.7%	John F. Kennedy High School	301	34.9%
Margaret M. Generali Elementary School	266	19.5%	Carrington School	271	34.2%
Regan School	149	19.5%	Margaret M. Generali Elementary School	266	33.8%
F. J. Kingsbury School	262	17.9%	Reed School	239	31.0%
Washington School	160	17.5%	F. J. Kingsbury School	262	29.4%
Reed School	240	16.7%	Washington School	160	28.8%
Woodrow Wilson School	155	14.8%	Regan School	149	28.2%
<b>District</b>	<b>9183</b>	<b>13.3%</b>	Bunker Hill School	223	27.4%
Bunker Hill School	223	12.6%	Duggan School	279	26.5%
Duggan School	279	12.5%	<b>District</b>	<b>9166</b>	<b>26.1%</b>
H. S. Chase School	398	12.1%	Wilby High School	277	21.3%
Michael F. Wallace Middle School	1117	11.0%	Michael F. Wallace Middle School	1114	21.2%
John F. Kennedy High School	299	9.7%	H. S. Chase School	397	21.2%
Driggs School	218	9.6%	Gilmartin School	313	20.4%
Hopeville School	200	9.0%	North End Middle School	970	18.2%
West Side Middle School	960	8.4%	Woodrow Wilson School	153	17.6%
Gilmartin School	313	8.3%	Bucks Hill School	206	17.0%
North End Middle School	967	6.5%	West Side Middle School	965	16.2%
Sprague School	188	6.4%	Driggs School	217	14.7%
Bucks Hill School	206	5.8%	Hopeville School	200	13.5%
Walsh School	222	3.2%	Crosby High School	283	13.1%
Crosby High School	286	3.1%	Sprague School	187	12.8%
Wilby High School	280	2.1%	Walsh School	222	8.1%
Enlightenment School	72	.0%	Enlightenment School	69	2.9%
Outplacement	8	.0%	Outplacement	9	.0%
State Street School	41	.0%	State Street School	41	.0%

CMT/CAPT  
SCIENCE ONLY



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## BACKGROUND

- ▶ Students in grade 5, 8, and 10
- ▶ Test taken March 2015
- ▶ Based on knowledge gained through 2014-2015 school year

## BACKGROUND

- ▶ Five levels of classification

Level 5 – Advanced

Level 4 – Goal (Accountability Target)

Level 3 – Proficient

Level 2 – Basic

Level 1 – Below Basic

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## BACKGROUND

- ▶ Not all students receive a score. A student may not receive a score for any of the following reasons:
  - ▶ Absent: Student was absent for the test
  - ▶ Left Blank: Student left the test blank
  - ▶ Skills Checklist: Severely cognitively impaired Special Education students take this alternate assessment and receive scores, but results are excluded from all calculations (except District and School Performance Index [DPI/SPI])

## BACKGROUND

- ▶ These results differ from DPI/SPI calculations where districts and schools have to meet established targets
- ▶ Calculations for ALL GRADES were produced by aggregating individual student results (**NOT** averaging results across grades)

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## 2014-2015 CMT DEMOGRAPHICS

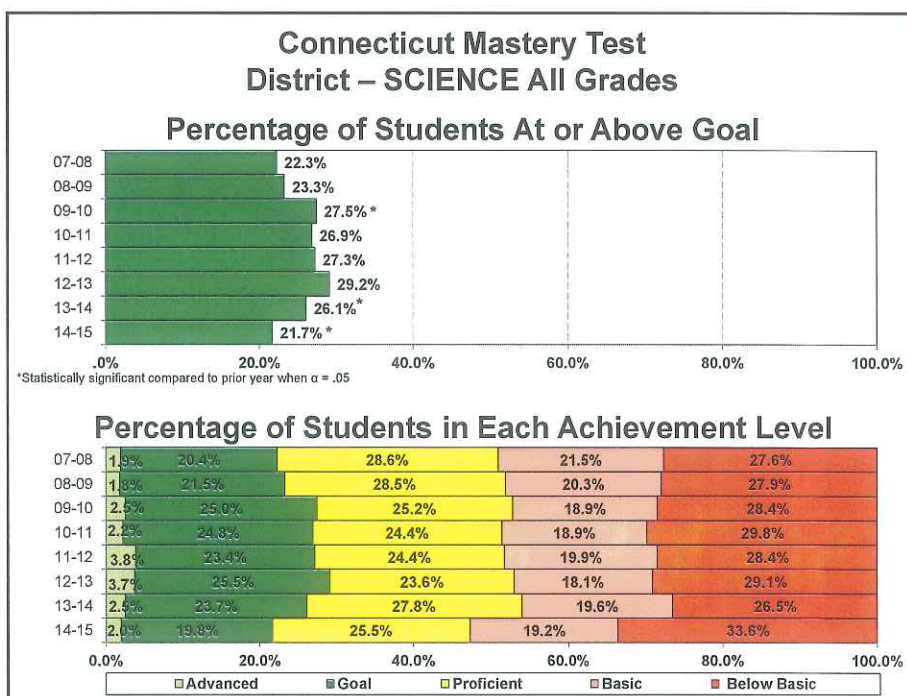
- ▶ Total students tested with CMT in grades 5 and 8=2,833
- ▶ Gender
  - ▶ Male=1,405 (49.6%)
  - ▶ Female=1,428 (50.4%)
- ▶ EL=383 (13.5%)
- ▶ Special Education=573 (20.2%)
- ▶ Both EL and Special Education=120 (4.2%)
- ▶ Economically Disadvantaged=2,283 (80.6%)
- ▶ High Needs=2,385 (84.2%)
- ▶ Race/Ethnicity
  - ▶ Data collection and reporting changed in 2010-2011 in accordance with federal guidelines
    - ▶ Native Hawaiian or Other Pacific Islander was added
    - ▶ Non-Hispanic students are allowed to be classified as two or more races
  - ▶ Hispanic/Latino of Any Race=1,425 (50.3%)
  - ▶ Black or African American=695 (24.5%)
  - ▶ White=578 (20.4%)
  - ▶ Two or more races=70 (2.5%)
  - ▶ Asian=48 (1.7%)
  - ▶ American Indian or Alaska Native=16 (0.6%)
  - ▶ Native Hawaiian or Other Pacific Islander=1 (0.0%)

## 2014-2015 CAPT DEMOGRAPHICS

- ▶ Total students tested with CAPT in grade 10=1,285
- ▶ Gender
  - ▶ Male=655 (51.0%)
  - ▶ Female=630 (49.0%)
- ▶ EL=152 (11.8%)
- ▶ Special Education=274 (21.3%)
- ▶ Both EL and Special Education=52 (4.0%)
- ▶ Economically Disadvantaged=972 (75.6%)
- ▶ High Needs=1,038 (80.8%)
- ▶ Race/Ethnicity
  - ▶ Data collection and reporting changed in 2010-2011 in accordance with federal guidelines
    - ▶ Native Hawaiian or Other Pacific Islander was added
    - ▶ Non-Hispanic students are allowed to be classified as two or more races
  - ▶ Hispanic/Latino of Any Race=644 (50.1%)
  - ▶ Black or African American=328 (25.5%)
  - ▶ White=244 (19.0%)
  - ▶ Two or more races=35 (2.7%)
  - ▶ Asian=25 (1.9%)
  - ▶ American Indian or Alaskan Native=6 (0.5%)
  - ▶ Native Hawaiian or Other Pacific Islander=3 (0.2%)

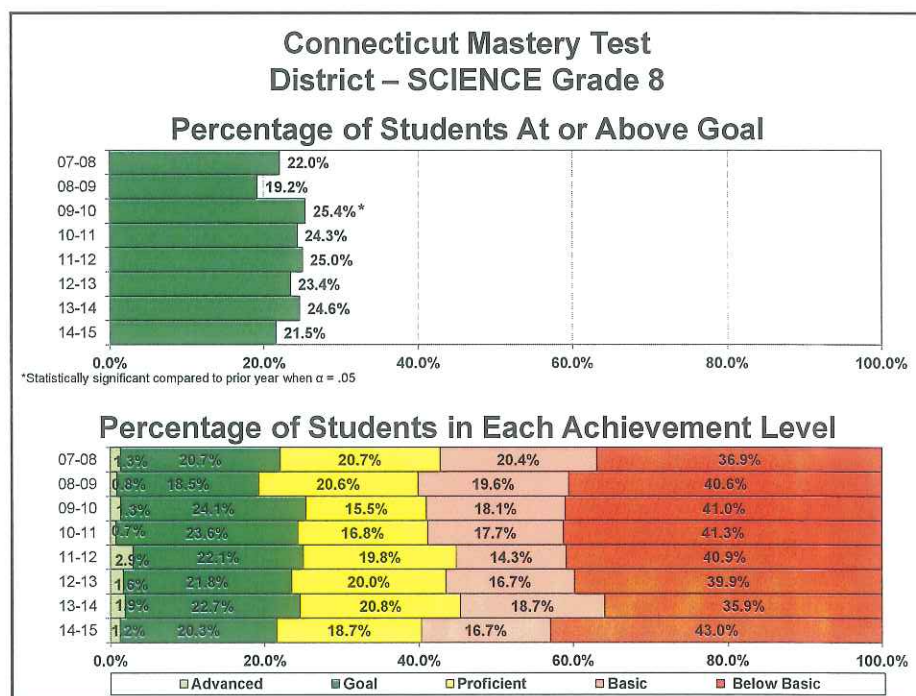
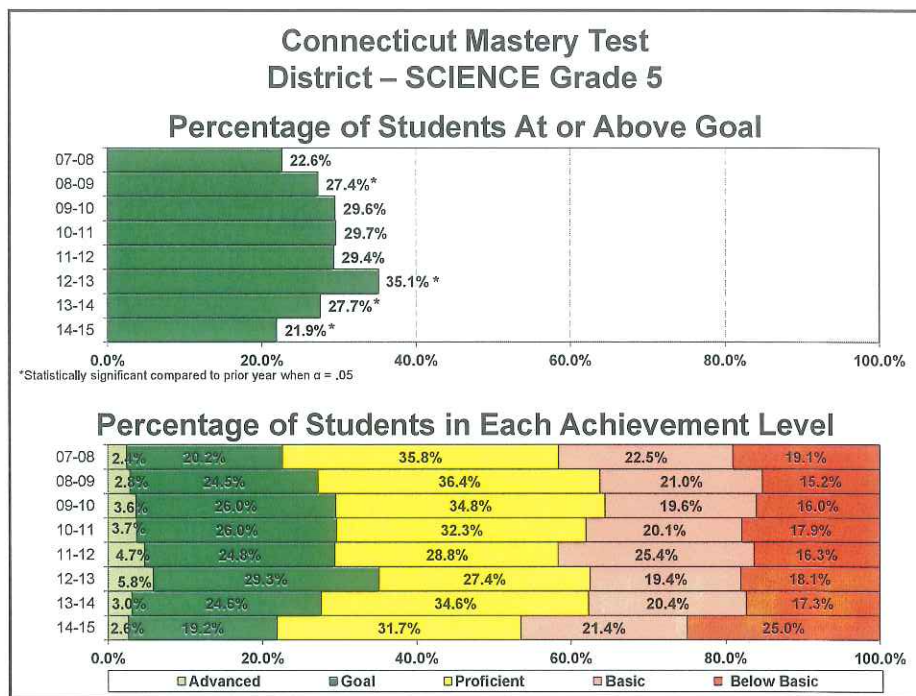
# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## DISTRICT RESULTS



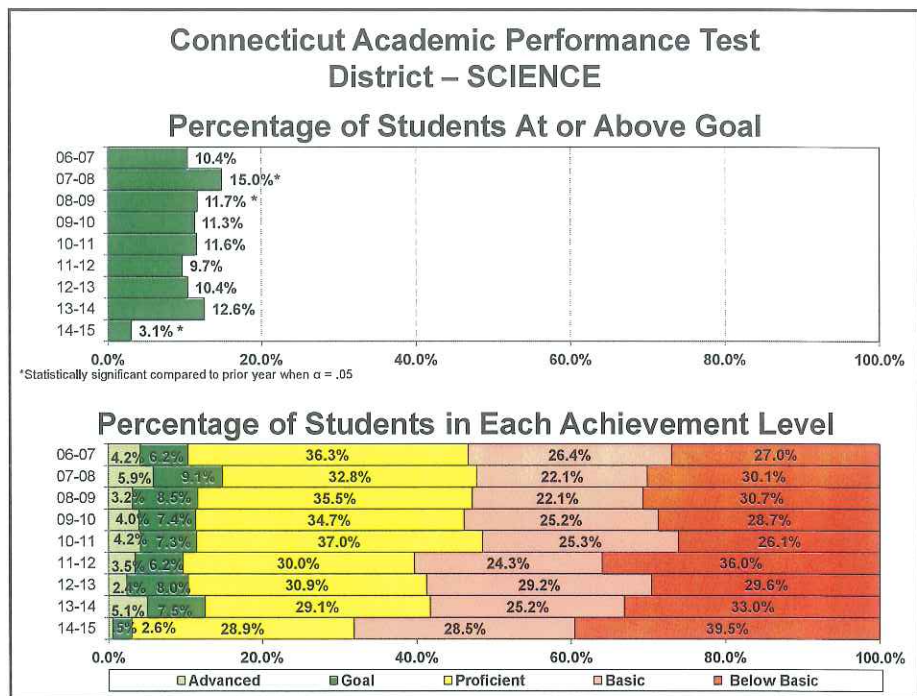


# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

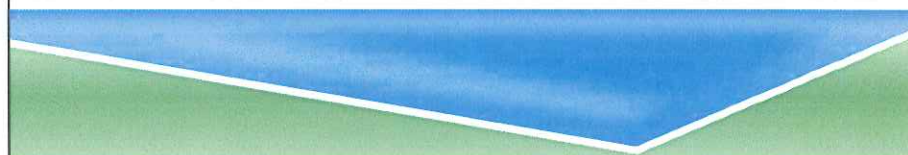




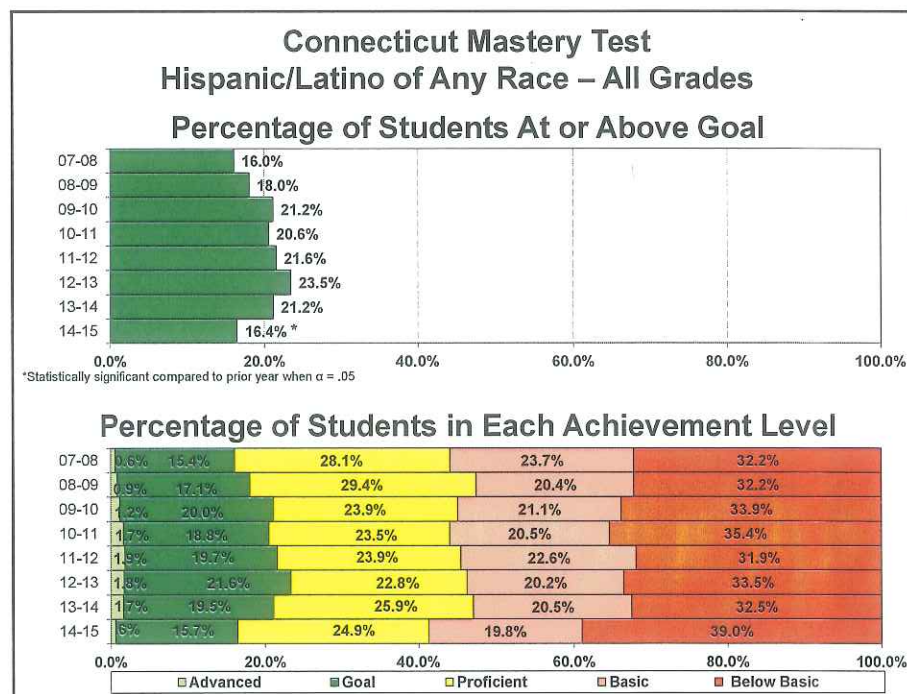
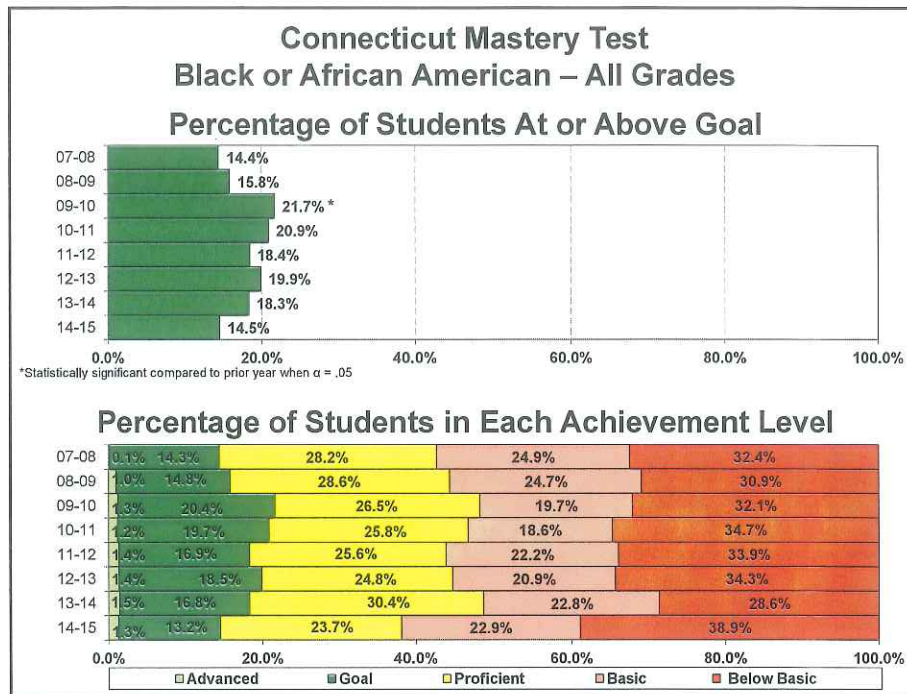
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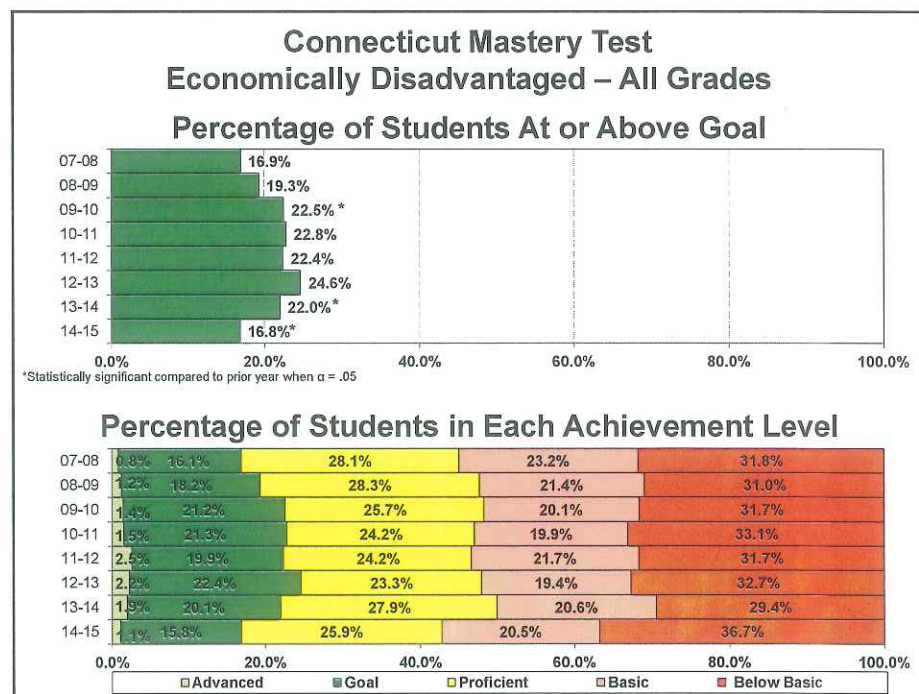
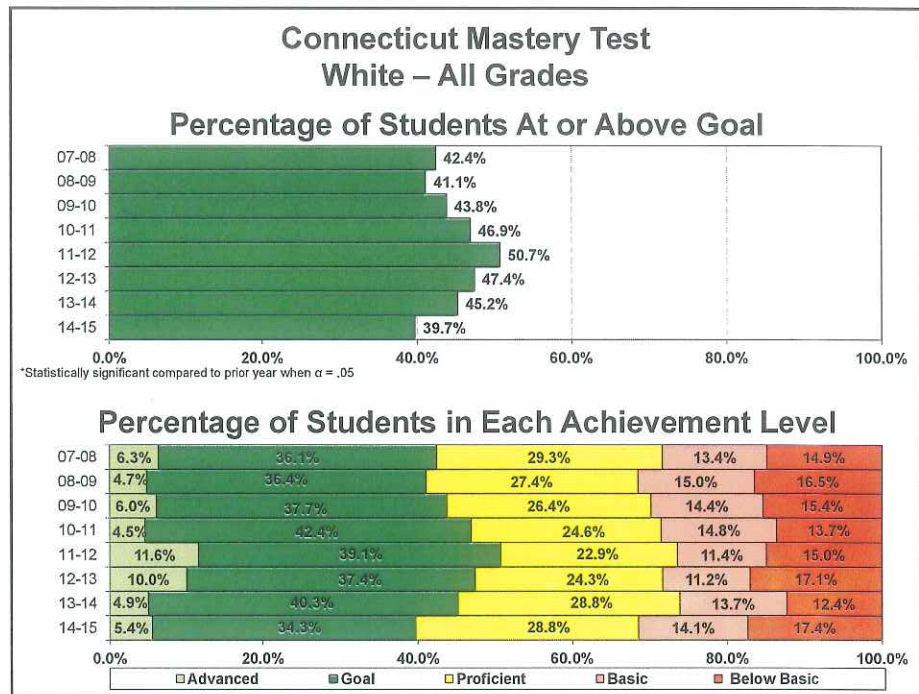
## DISTRICT RESULTS BY SUBGROUP



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

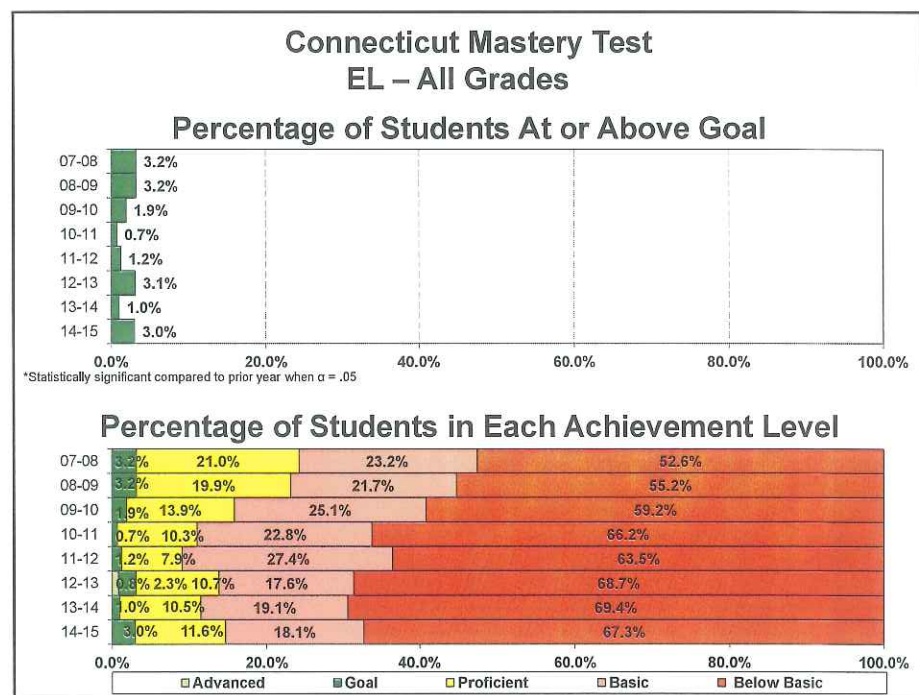
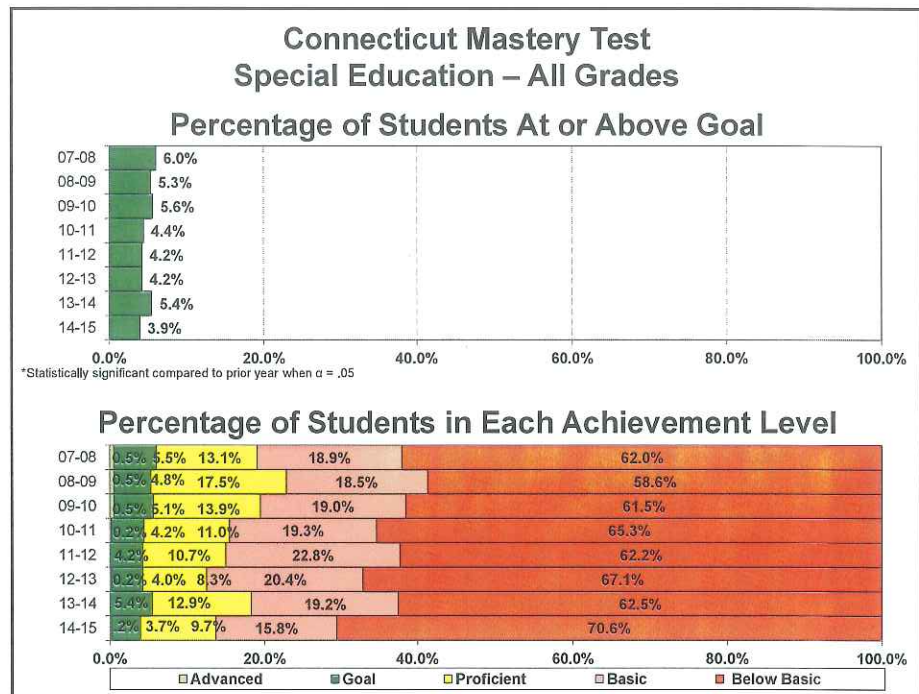


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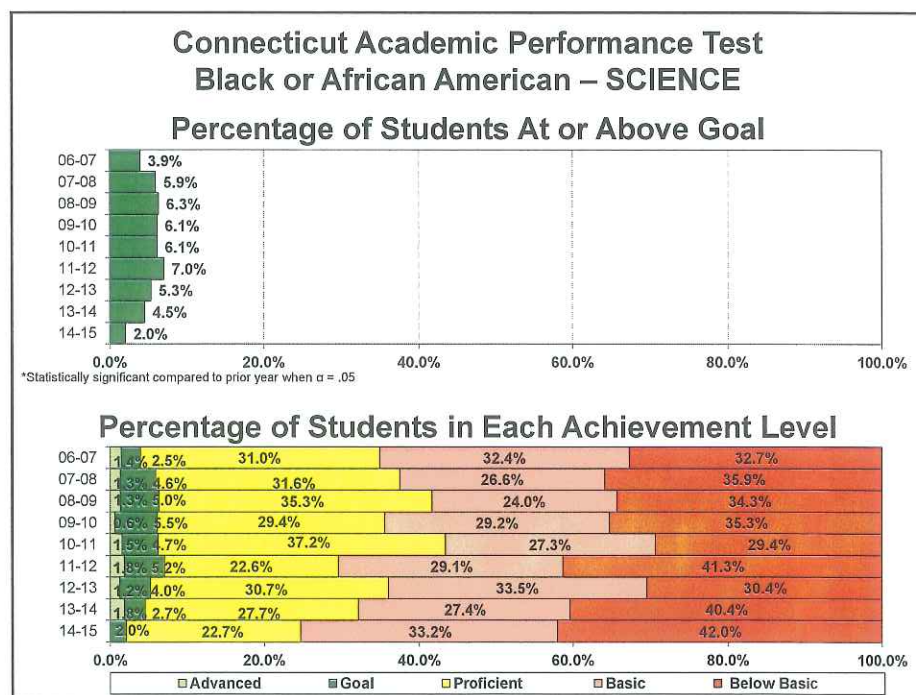
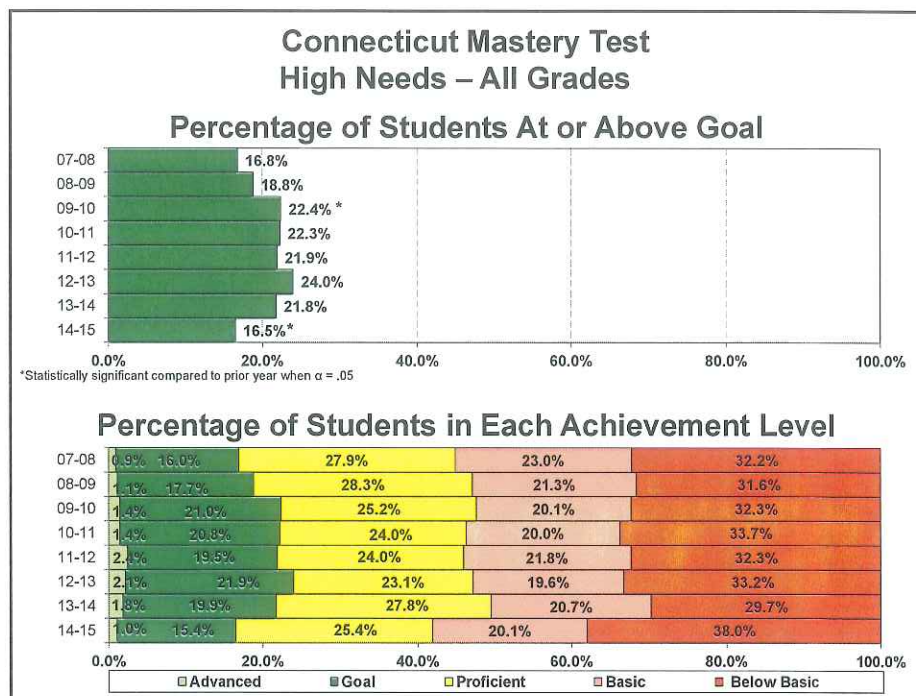




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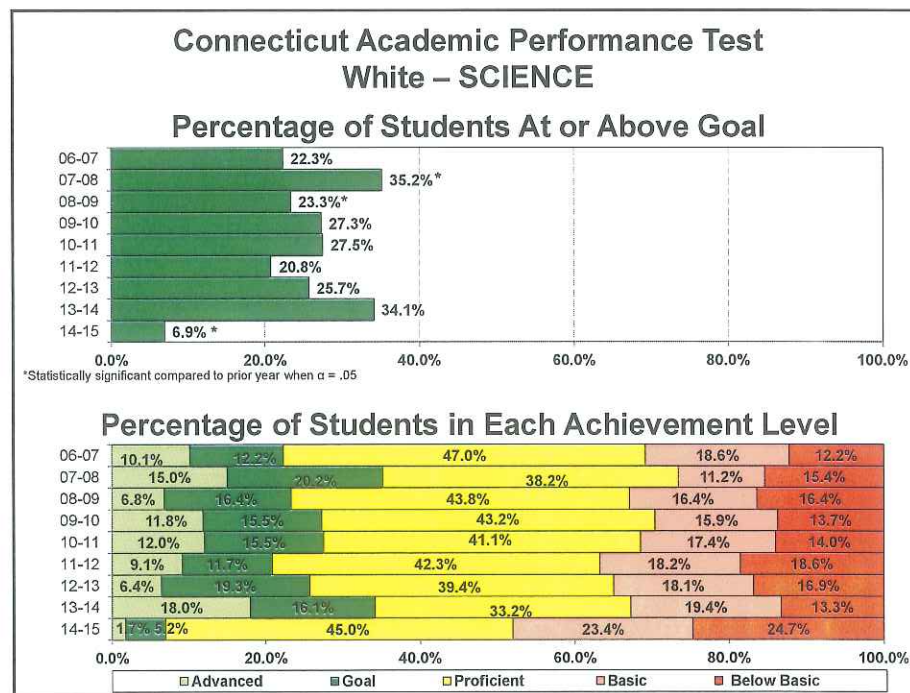
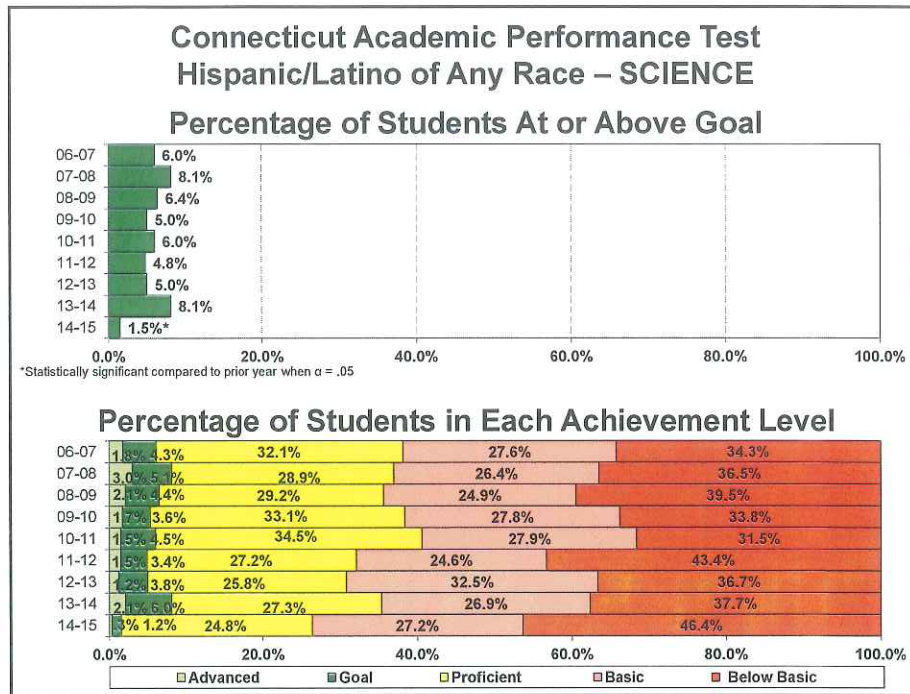


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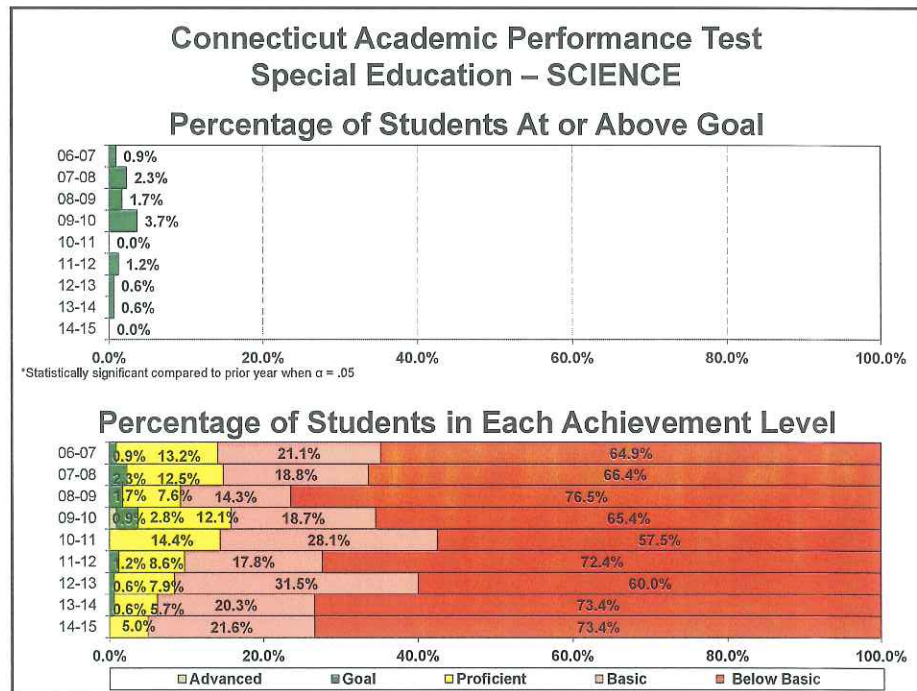
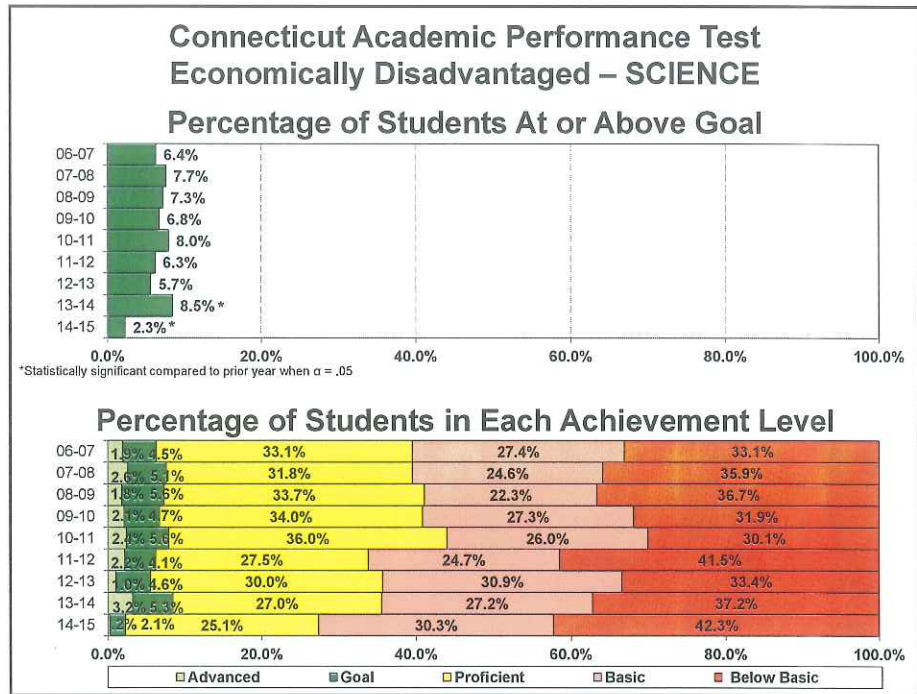




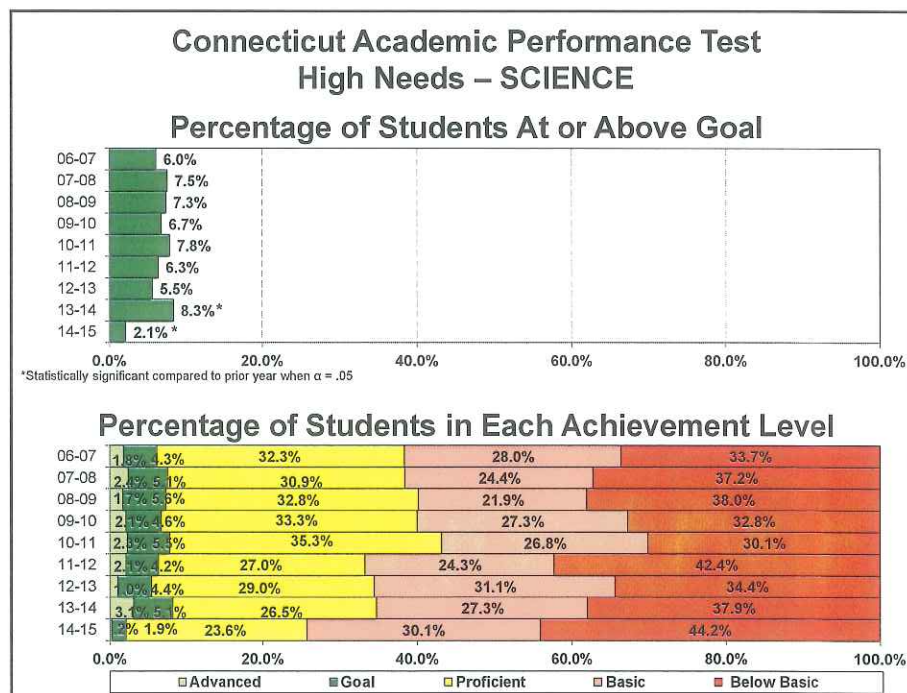
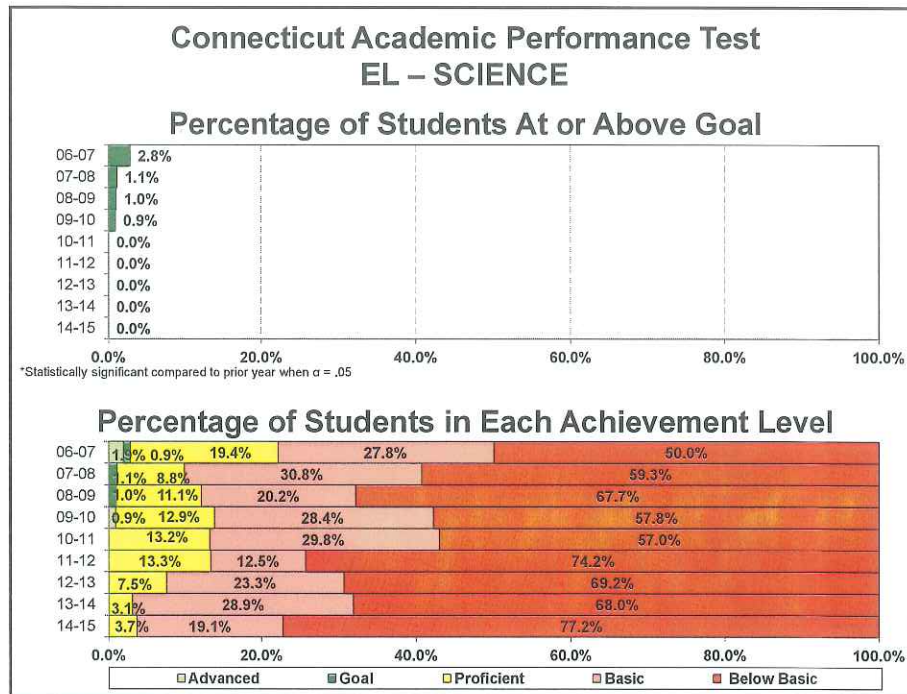
# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



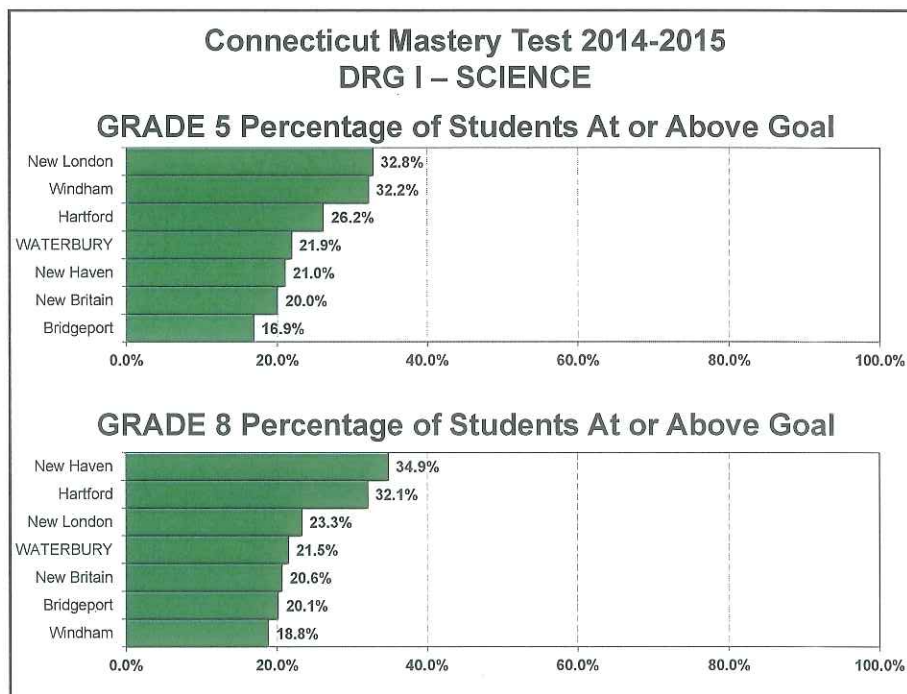
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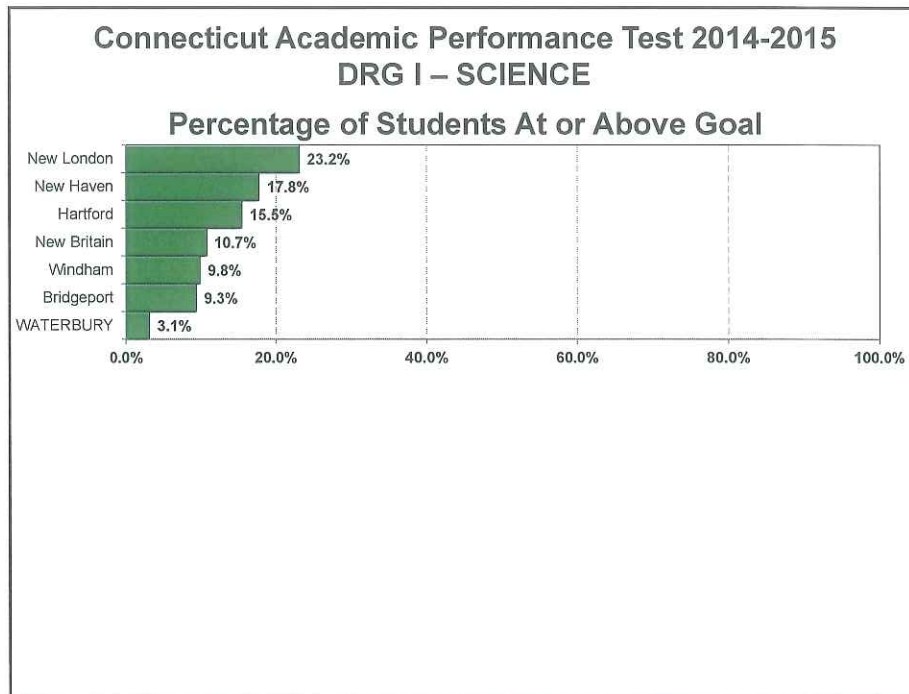


# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## COMPARISON TO DISTRICT REFERENCE GROUP (DRG I)



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



SCHOOL RESULTS



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

Science Ranked by Percentage of Students At or Above Goal		
	Number Tested	% At/Above State Goal (Level 4)
	Count	Row %
Maloney	85	51.8%
Rotella	96	49.0%
Wendell Cross	55	43.6%
WAMS	110	40.9%
Tinker	87	29.9%
Outplacement	7	28.6%
Generali	106	26.4%
Wallace	358	24.6%
Duggan	98	23.5%
Carrington	52	23.1%
<b>District</b>	<b>2764</b>	<b>21.7%</b>
Gilmartin	100	21.0%
North End	347	18.4%
Kingsbury	82	18.3%
West Side	340	17.9%
Regan	51	17.6%
Chase	138	16.7%
Reed	68	16.2%
Bunker Hill	79	15.2%
Hopeville	78	14.1%
Driggs	78	11.5%
Sprague	53	11.3%
Washington	55	10.9%
Walsh	74	8.1%
Wilson	53	7.5%
Bucks Hill	74	4.1%
State Street	11	.0%
Enlightenment	29	.0%

Science Ranked by Percentage of Students At or Above Goal		
	Number Tested	% At/Above State Goal (Level 4)
	Count	Row %
Crosby	245	8.2%
WCA	213	3.8%
WAMS	116	3.4%
<b>District</b>	<b>1174</b>	<b>3.1%</b>
Wilby	269	1.1%
Kennedy	285	.4%
Outplacement	7	.0%
State Street	6	.0%
Enlightenment	33	.0%



# **WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS**

## **2014-2015 SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS**

Waterbury Public Schools  
September 2015

## **SMARTER BALANCED BASELINE RESULTS**

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## BACKGROUND

- ▶ The Smarter Balanced Assessment replaced the CMT/CAPT in Connecticut for math and English Language Arts/Literacy
- ▶ The Smarter Balanced Assessment is designed to measure achievement of the Common Core State Standards (CCSS)
- ▶ 18 states participated in the Smarter Balanced assessment this year, the first year of full implementation
- ▶ Connecticut also participated in the field test last year

## BACKGROUND

- ▶ Students in grades 3 to 8 and 11
  - The grade 11 test for next year will likely be replaced by the SAT
- ▶ Mathematics and English Language Arts/Literacy
- ▶ Administered entirely online
- ▶ Adaptive rather than fixed form for all students within grade level
- ▶ Test taken March-June 2015
- ▶ Based on knowledge gained through 2014-2015 school year

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## BACKGROUND

- ▶ Smarter Balanced reports on the following areas of knowledge and skills (claims) in MATH:
  - ▶ Concepts and Procedures
  - ▶ Problem Solving and Modeling & Data Analysis
  - ▶ Communicating Reasoning
- ▶ Smarter Balanced reports on the following areas of knowledge and skills (claims) in ELA/Literacy:
  - ▶ Reading
  - ▶ Writing
  - ▶ Listening
  - ▶ Research/Inquiry

## BACKGROUND

### Areas of Knowledge and Skills Measured

English Language Arts	
Areas of Knowledge and Skills Measured:	Statement About Student Learning from which the Assessment was Built
<b>READING</b> Literary (fiction) & informational (nonfiction) texts	The student can read closely and analytically to comprehend a range of increasingly complex literary and informational texts
<b>WRITING</b> - Organization & Purpose - Evidence & Elaboration - Conventions	The students can produce effective and well-grounded writing for a range of purposes and audiences
<b>LISTENING</b>	The students can employ effective listening skills for a range of purposes and audiences
<b>RESEARCH</b>	The student can engage in research and inquiry to investigate topics

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## BACKGROUND

### Areas of Knowledge and Skills Measured

Mathematics	
Areas of Knowledge and Skills Measured:	Statement about Student Learning from which the Assessment was Built:
Concepts & Procedures	Students can explain and apply mathematical concepts and interpret and carry out mathematical procedures with precision and fluency
Problem Solving	Students can solve a range of complex well-posed problems in pure and applied mathematics, making productive use of knowledge and problem solving strategies
Modeling & Data Analysis	Students can analyze complex, real-world scenarios and can construct and use mathematical models to interpret and solve problems
Communicating Reasoning	Students can clearly and precisely construct viable arguments to support their own reasoning and to critique the reasoning of others

## BACKGROUND

- ▶ Comparisons to CMT/CAPT are not advised because the tests are dramatically different
- ▶ The following information has been previously shared with parents:
  - ▶ These standards are new, and they are higher. As a result, it will take time for students to master these new standards. The number of students performing at grade-level proficiency may appear to be lower compared to what it has been in years past. Scores will likely drop by one third or more.\*
  - ▶ It will be important to support parents and students in understanding the new assessment results. Without this support from educators, parents and students may perceive their results as a “drop” in test scores, when it should be viewed as baseline results against more rigorous standards.\*
  - ▶ Lower results are not indicative that students are not learning and a level playing field ensures that all students will face the same challenge. In fact, students will be better prepared to successfully compete in the global workforce upon graduation from high school and/or college because of learning the Common Core.\*

\*Source: CSDE CCSS Communications Toolkit Summer 2013



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## BACKGROUND

- ▶ Four levels of classification

Level 4 – **Exceeds** the Achievement Level

Level 3 – **Meets** the Achievement Level

(Accountability Target)

Level 2 – **Approaching** the Achievement Level

Level 1 – **Does Not Meet** the Achievement Level

## BACKGROUND

- ▶ Scale scores are used to determine which level a student's score falls into

Achievement Level Scale Score Thresholds

		Level 1: Does Not Meet	Level 2: Approaching	Level 3: Meets	Level 4: Exceeds
ELA	3	2114-2366	2367-2431	2432-2489	2490-2623
	4	2131-2415	2416-2472	2473-2532	2533-2663
	5	2201-2441	2442-2501	2502-2581	2582-2701
	6	2210-2456	2457-2530	2531-2617	2618-2724
	7	2258-2478	2479-2551	2552-2648	2649-2745
	8	2288-2486	2487-2566	2567-2667	2668-2769
	11	2299-2492	2493-2582	2583-2681	2682-2795
Math	3	2189-2380	2381-2435	2436-2500	2501-2621
	4	2204-2410	2411-2484	2485-2548	2549-2659
	5	2219-2454	2455-2527	2528-2578	2579-2700
	6	2235-2472	2473-2551	2552-2609	2610-2748
	7	2250-2483	2484-2566	2567-2634	2635-2778
	8	2265-2503	2504-2585	2586-2652	2653-2802
	11	2280-2542	2543-2627	2628-2717	2718-2862

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

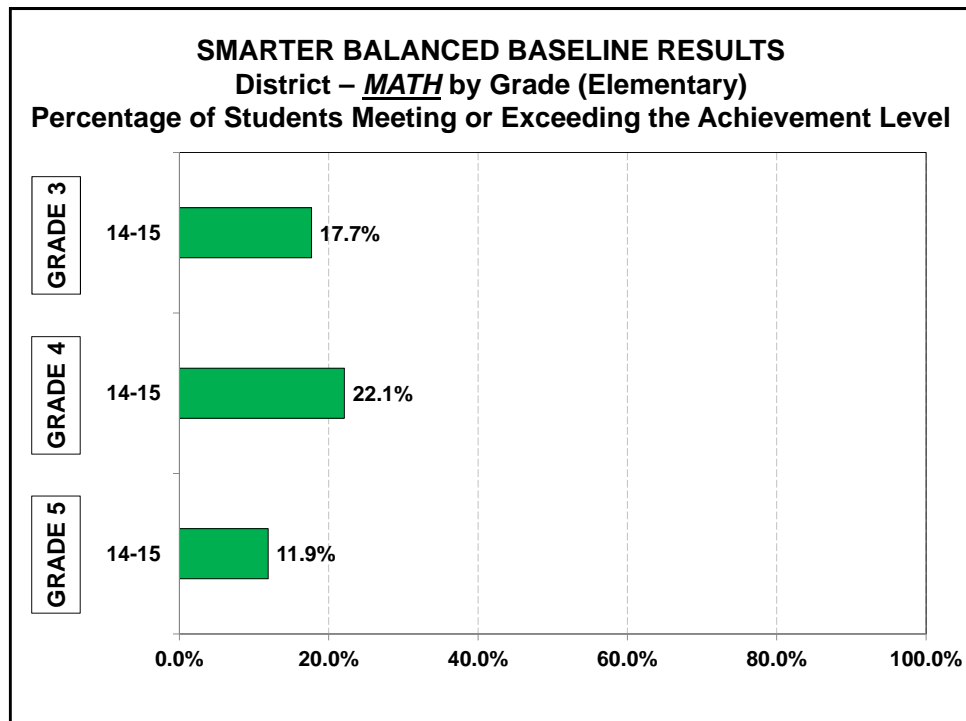
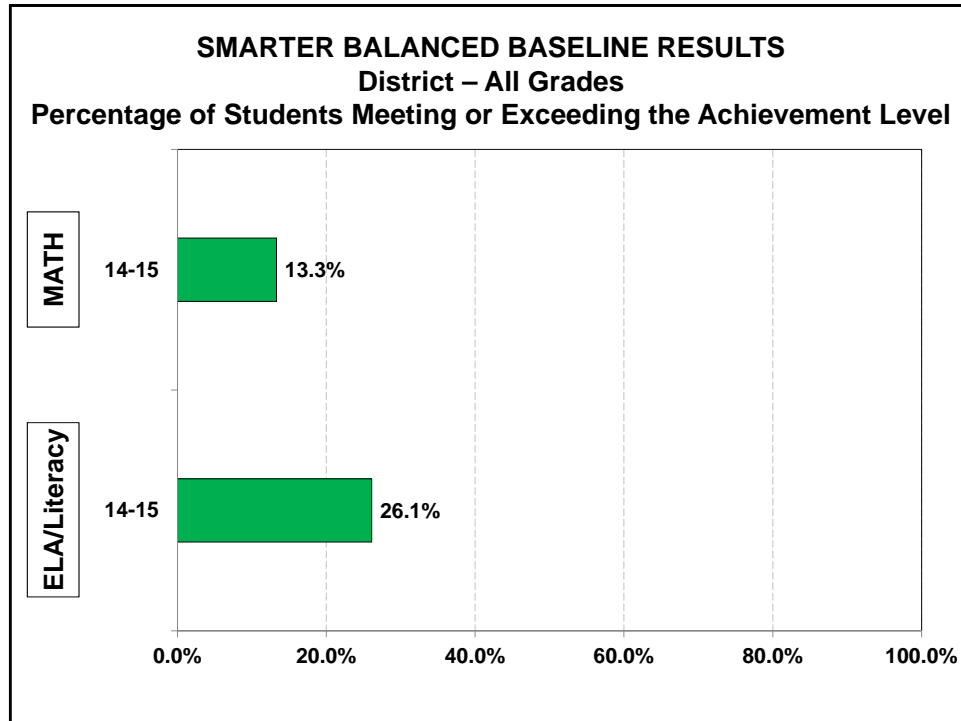
## 2014-2015 DEMOGRAPHICS

- ▶ Total students tested with Smarter Balanced in grades 3 to 8 and 11=9,391
- ▶ Gender
  - ▶ Male=4,729 (50.4%)
  - ▶ Female=4,662 (49.6%)
- ▶ EL=1,277 (13.6%)
- ▶ Special Education=1,622 (17.3%)
- ▶ Both EL and Special Education=375 (4.0%)
- ▶ Economically Disadvantaged=7,548 (80.4%)
- ▶ High Needs=7,871 (83.8%)
- ▶ Race/Ethnicity
  - ▶ Data collection and reporting changed in 2010-2011 in accordance with federal guidelines
    - ▶ Native Hawaiian or Other Pacific Islander was added
    - ▶ Non-Hispanic students are allowed to be classified as two or more races
  - ▶ Hispanic/Latino of Any Race=4,817 (51.3%)
  - ▶ Black or African American=2,251 (24.0%)
  - ▶ White=1,847 (19.7%)
  - ▶ Two or more races=273 (2.9%)
  - ▶ Asian=143 (1.5%)
  - ▶ American Indian or Alaska Native=57 (0.6%)
  - ▶ Native Hawaiian or Other Pacific Islander=3 (0.0%)

## DISTRICT RESULTS BY GRADE

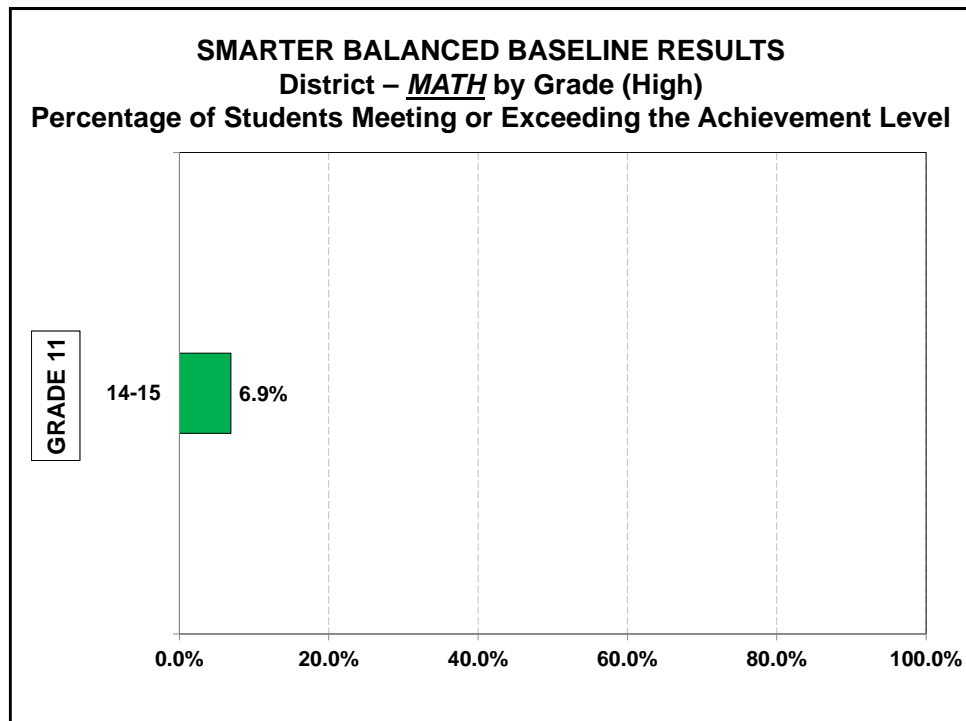
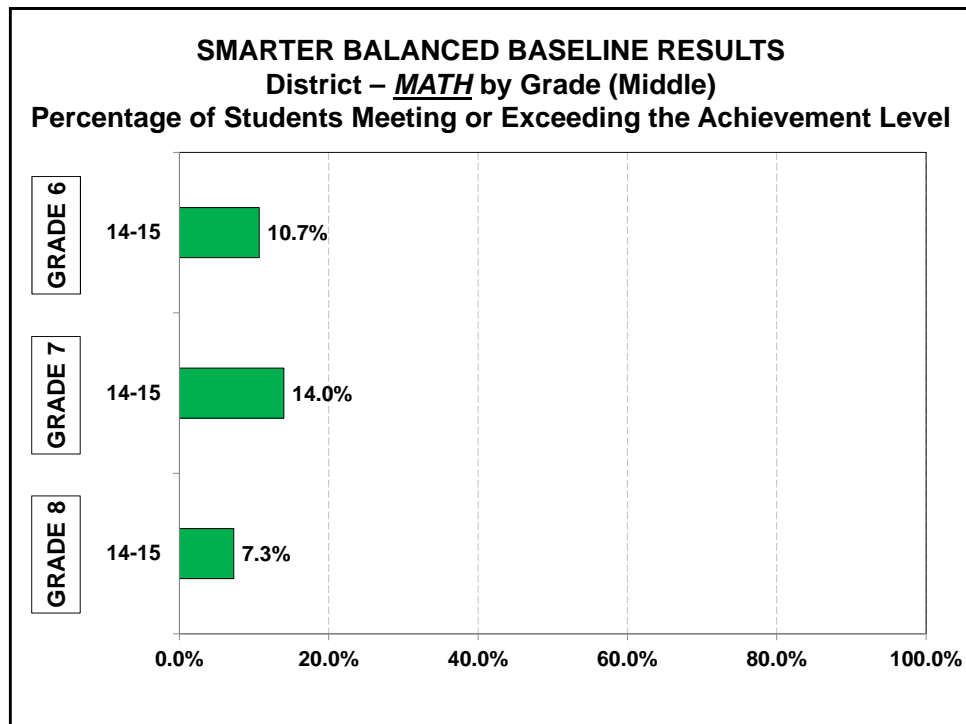
# WATERBURY PUBLIC SCHOOLS

## SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



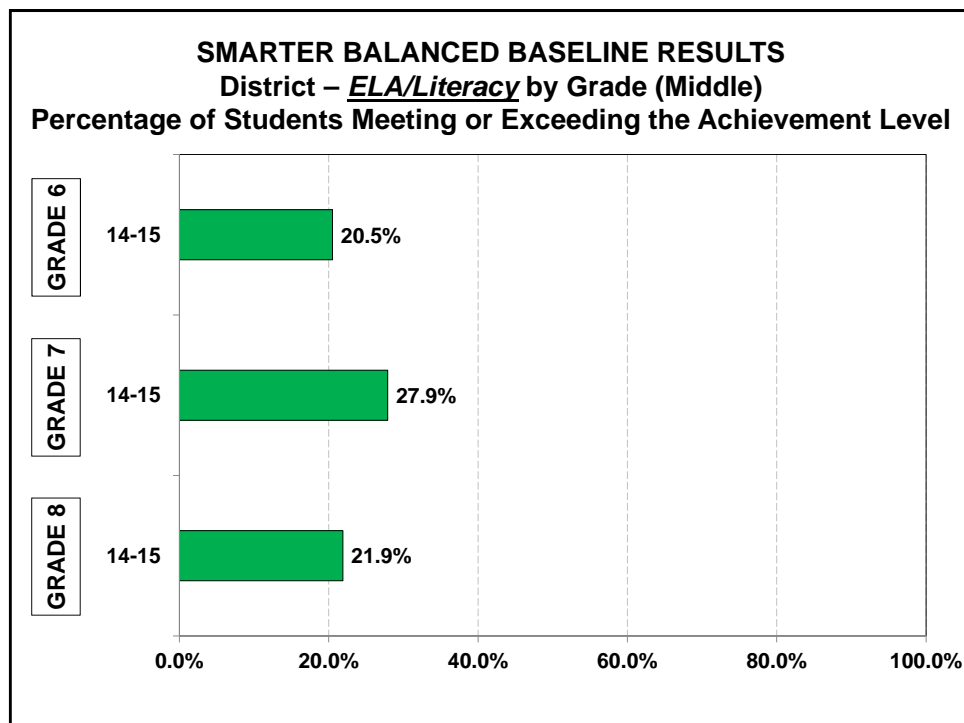
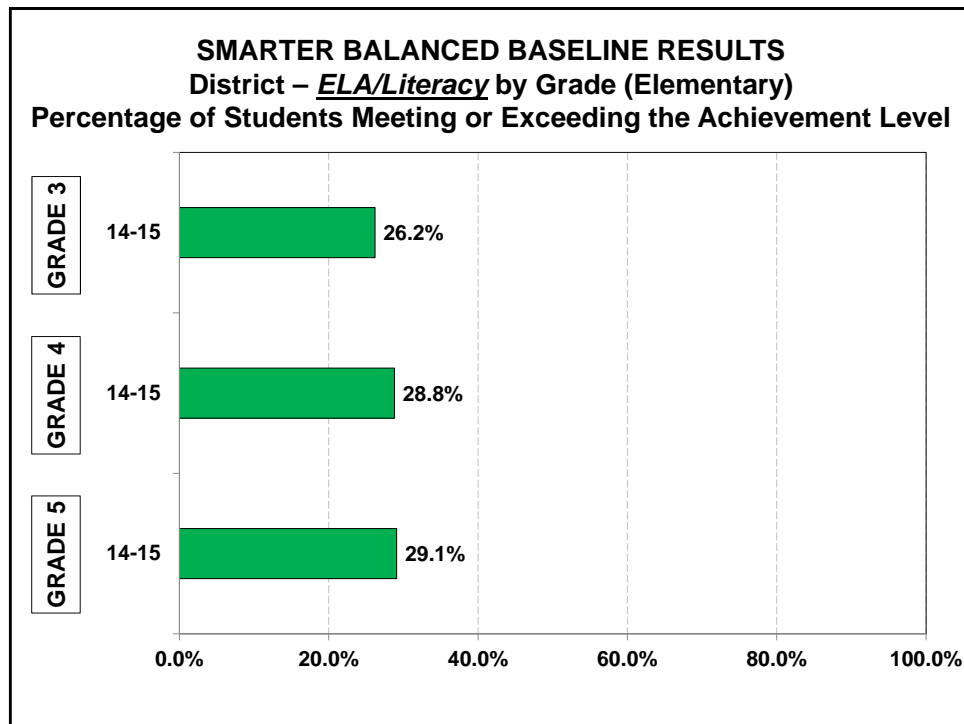
# WATERBURY PUBLIC SCHOOLS

## SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



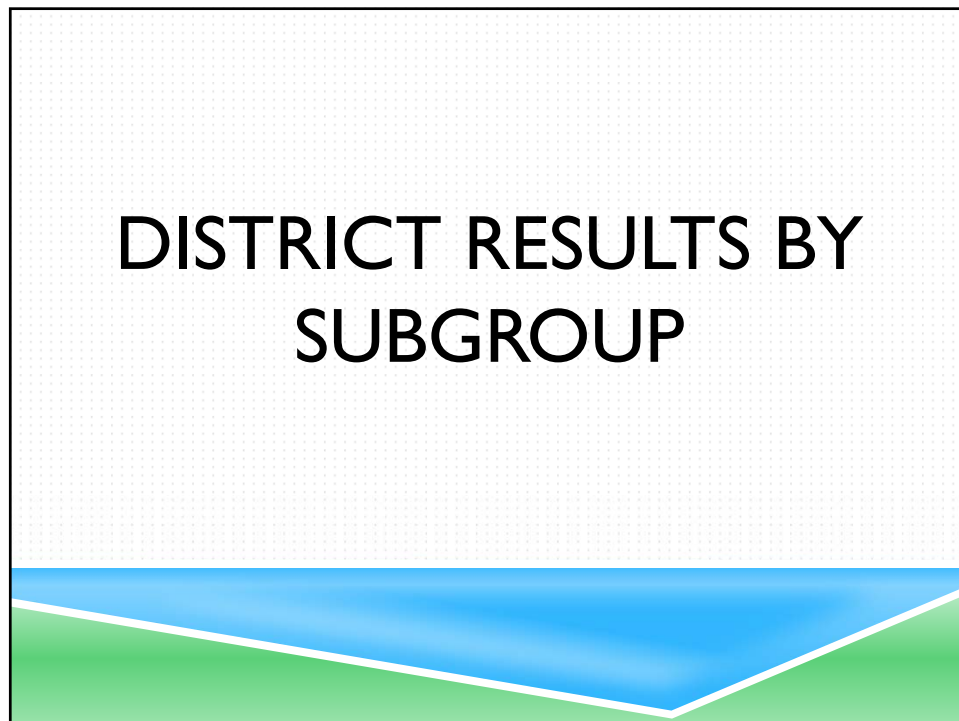
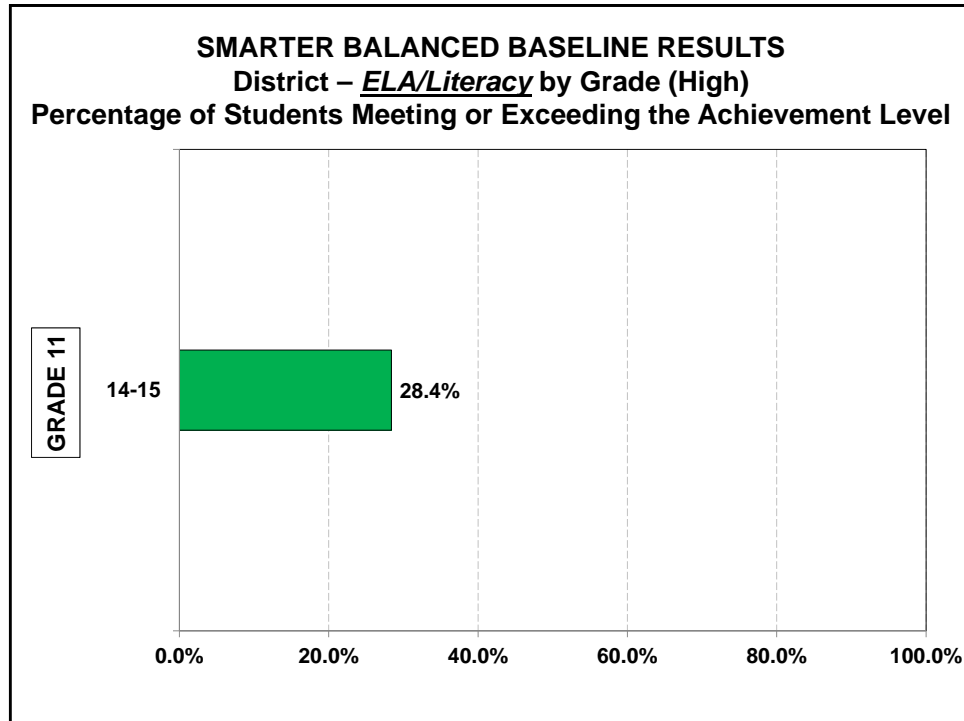
# WATERBURY PUBLIC SCHOOLS

## SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



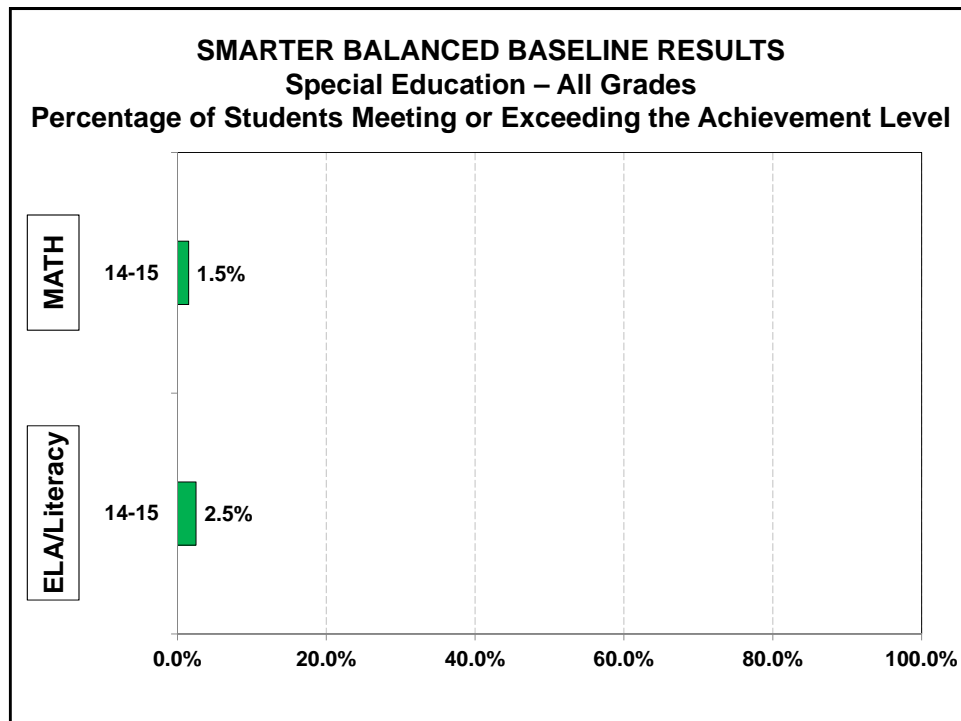
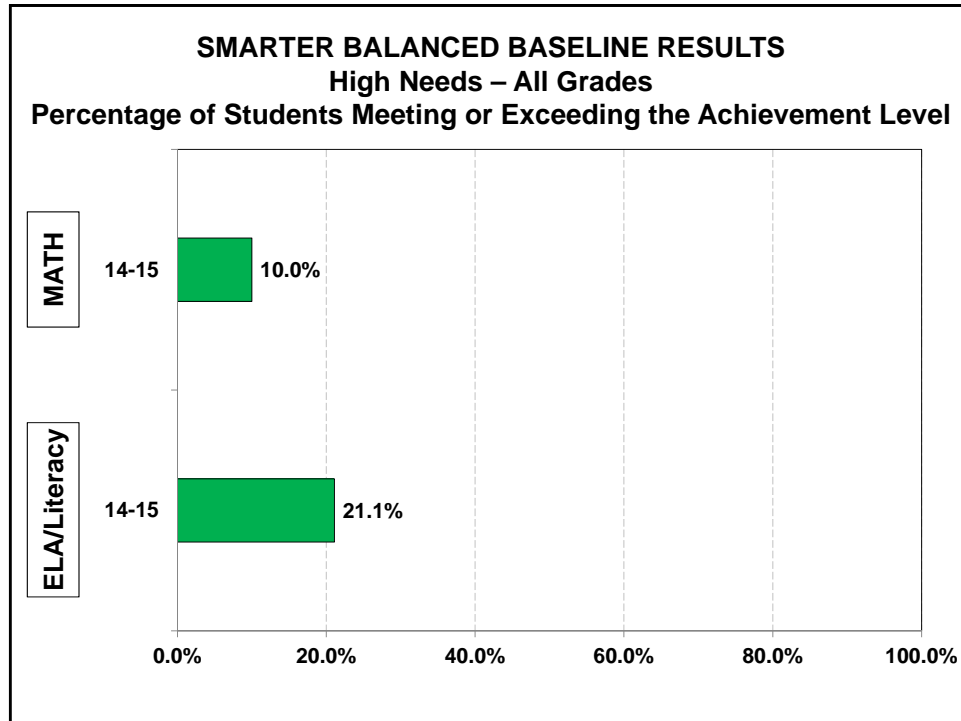


# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

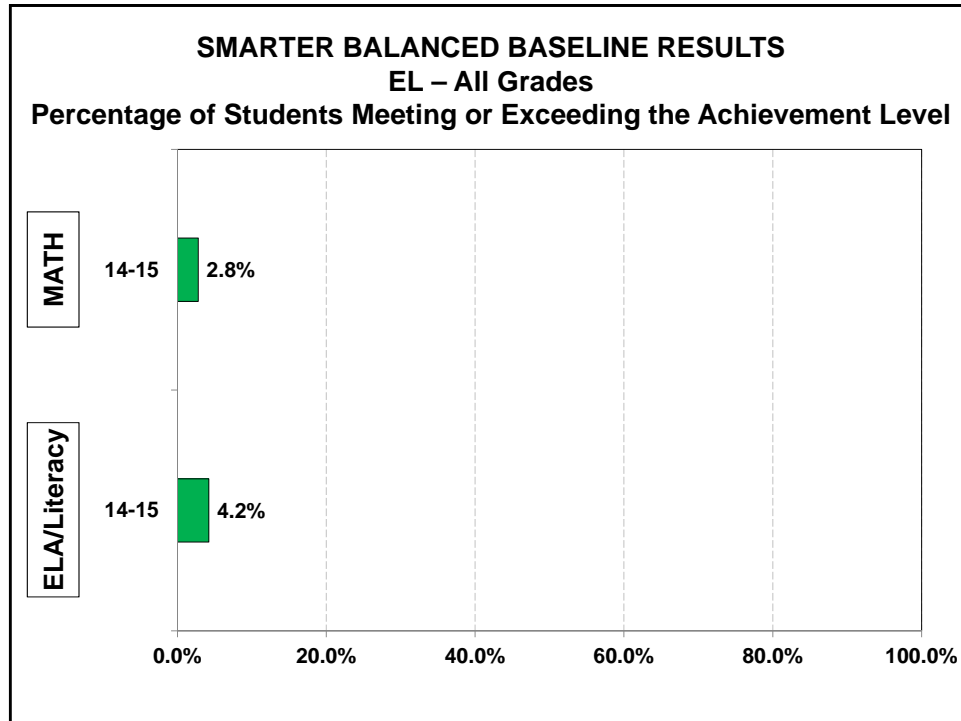


# WATERBURY PUBLIC SCHOOLS

## SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

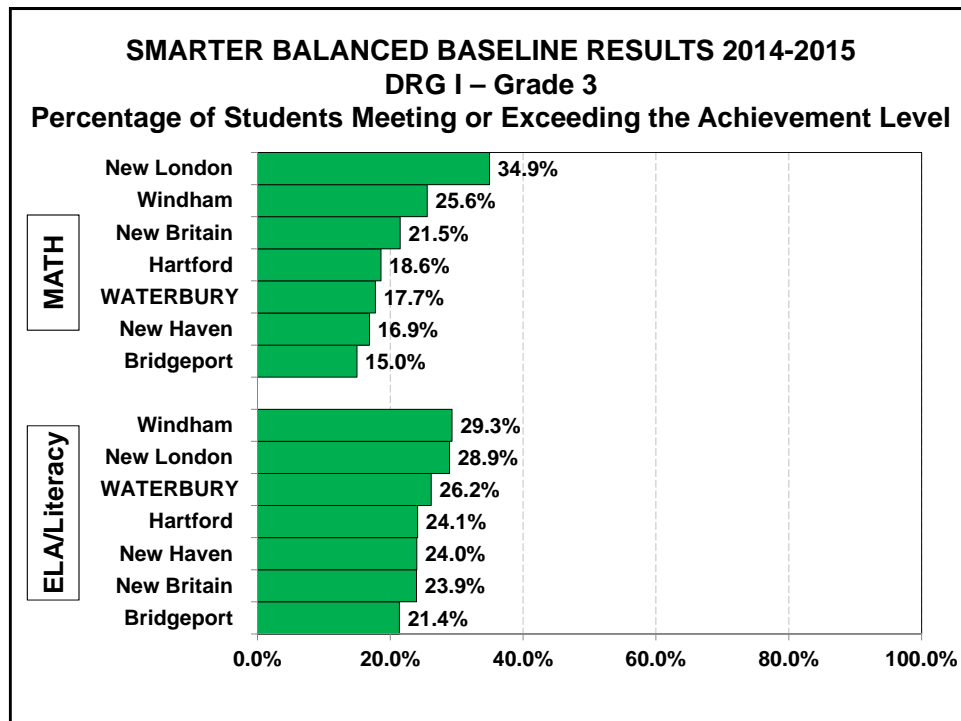
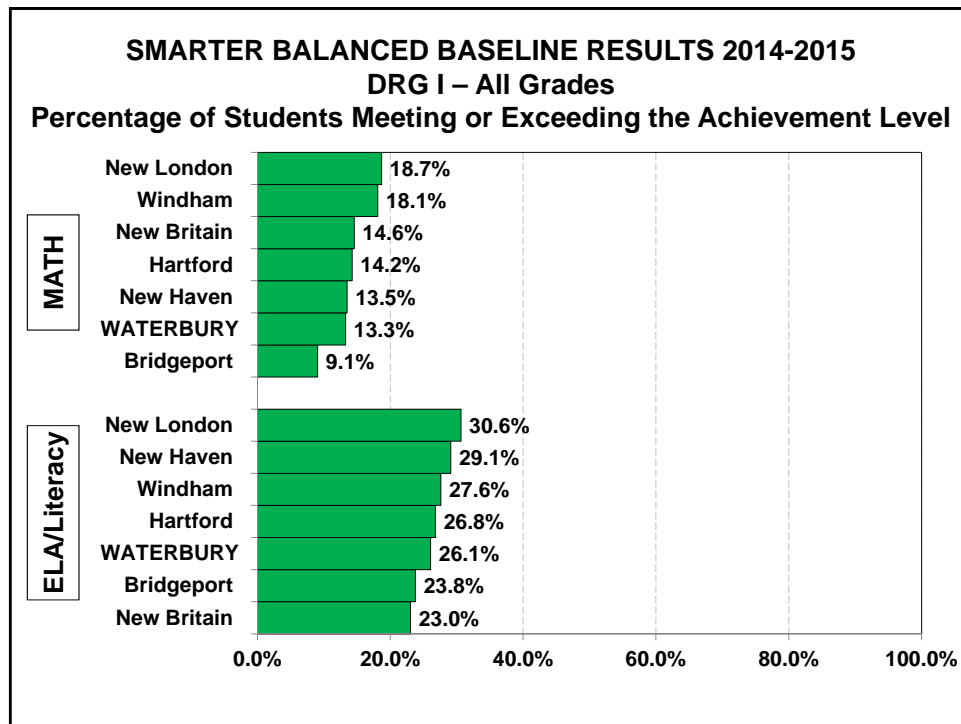


# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

Math Ranked by Percentage of Students Meeting or Exceeding the Achievement Level				ELA/Literacy Ranked by Percentage of Students Meeting or Exceeding the Achievement Level			
	Number Tested	% Meets/Exceeds (Level 3)			Number Tested	% Meets/Exceeds (Level 3)	
	Count	Row %			Count	Row %	
Rotella Interdistrict Magnet School	280	41.8%		Rotella Interdistrict Magnet School	280	65.0%	
Maloney Interdistrict Magnet School	252	32.1%		Waterbury Arts Magnet School	436	63.3%	
B. W. Tinker School	285	29.1%		Wendell L. Cross School	150	47.3%	
Waterbury Arts Magnet School	436	25.7%		Maloney Interdistrict Magnet School	252	46.4%	
Wendell L. Cross School	150	21.3%		B. W. Tinker School	285	36.8%	
Carrington School	271	20.7%		John F. Kennedy High School	301	34.9%	
Margaret M. Generali Elementary School	266	19.5%		Carrington School	271	34.2%	
Regan School	149	19.5%		Margaret M. Generali Elementary School	266	33.8%	
F. J. Kingsbury School	262	17.9%		Reed School	239	31.0%	
Washington School	160	17.5%		F. J. Kingsbury School	262	29.4%	
Reed School	240	16.7%		Washington School	160	28.8%	
Woodrow Wilson School	155	14.8%		Regan School	149	28.2%	
<b>District</b>	<b>9183</b>	<b>13.3%</b>		Bunker Hill School	223	27.4%	
Bunker Hill School	223	12.6%		Duggan School	279	26.5%	
Duggan School	279	12.5%		<b>District</b>	<b>9166</b>	<b>26.1%</b>	
H. S. Chase School	398	12.1%		Wilby High School	277	21.3%	
Michael F. Wallace Middle School	1117	11.0%		Michael F. Wallace Middle School	1114	21.2%	
John F. Kennedy High School	299	9.7%		H. S. Chase School	397	21.2%	
Driggs School	218	9.6%		Gilmartin School	313	20.4%	
Hopeville School	200	9.0%		North End Middle School	970	18.2%	
West Side Middle School	960	8.4%		Woodrow Wilson School	153	17.6%	
Gilmartin School	313	8.3%		Bucks Hill School	206	17.0%	
North End Middle School	967	6.5%		West Side Middle School	955	16.2%	
Sprague School	188	6.4%		Driggs School	217	14.7%	
Bucks Hill School	206	5.8%		Hopeville School	200	13.5%	
Walsh School	222	3.2%		Crosby High School	283	13.1%	
Crosby High School	286	3.1%		Sprague School	187	12.8%	
Wilby High School	280	2.1%		Walsh School	222	8.1%	
Enlightenment School	72	.0%		Enlightenment School	69	2.9%	
Outplacement	8	.0%		Outplacement	9	.0%	
State Street School	41	.0%		State Street School	41	.0%	

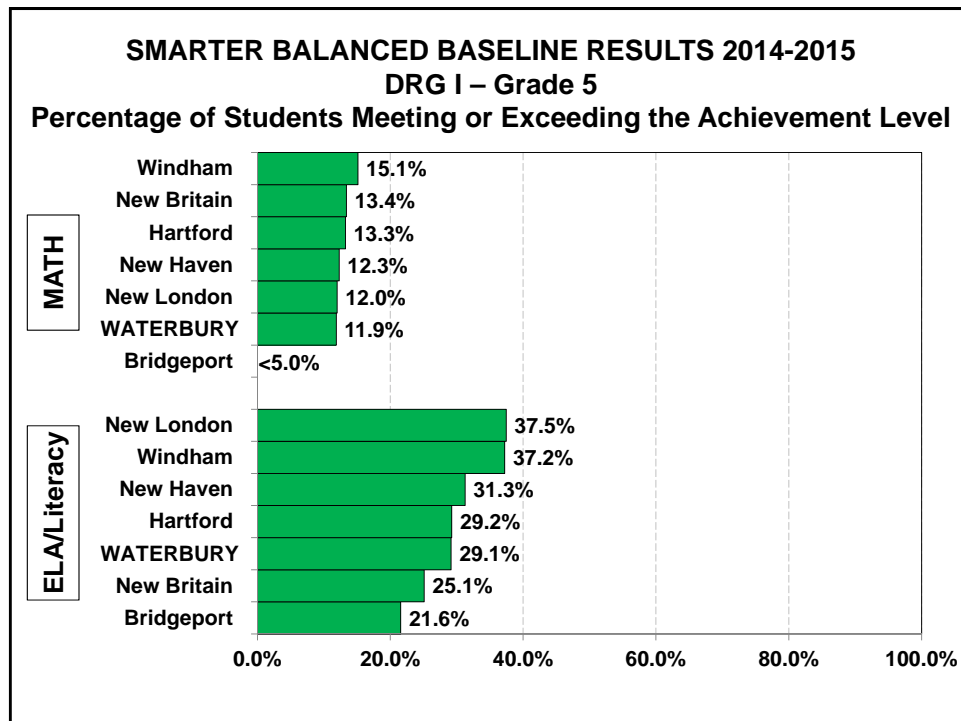
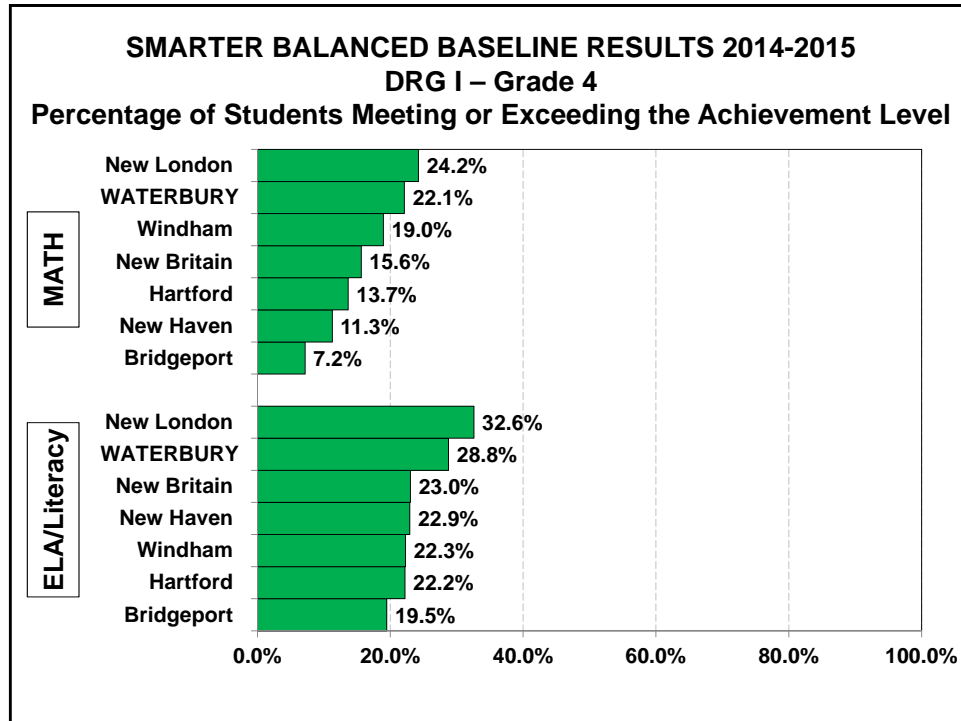
COMPARISON TO  
DISTRICT REFERENCE  
GROUP  
(DRG I)

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

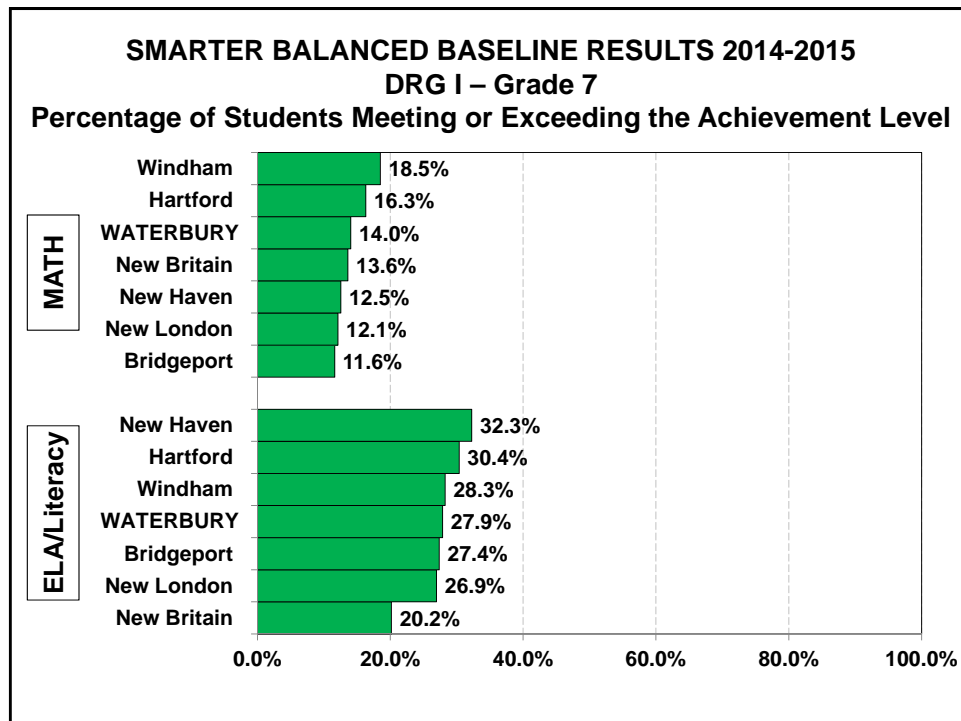
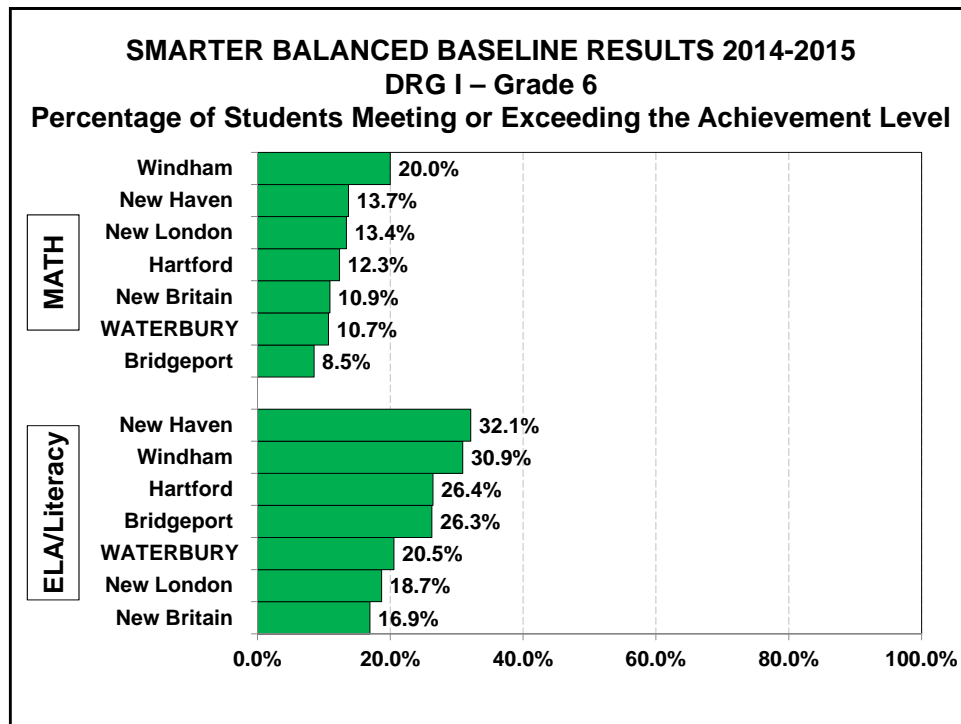




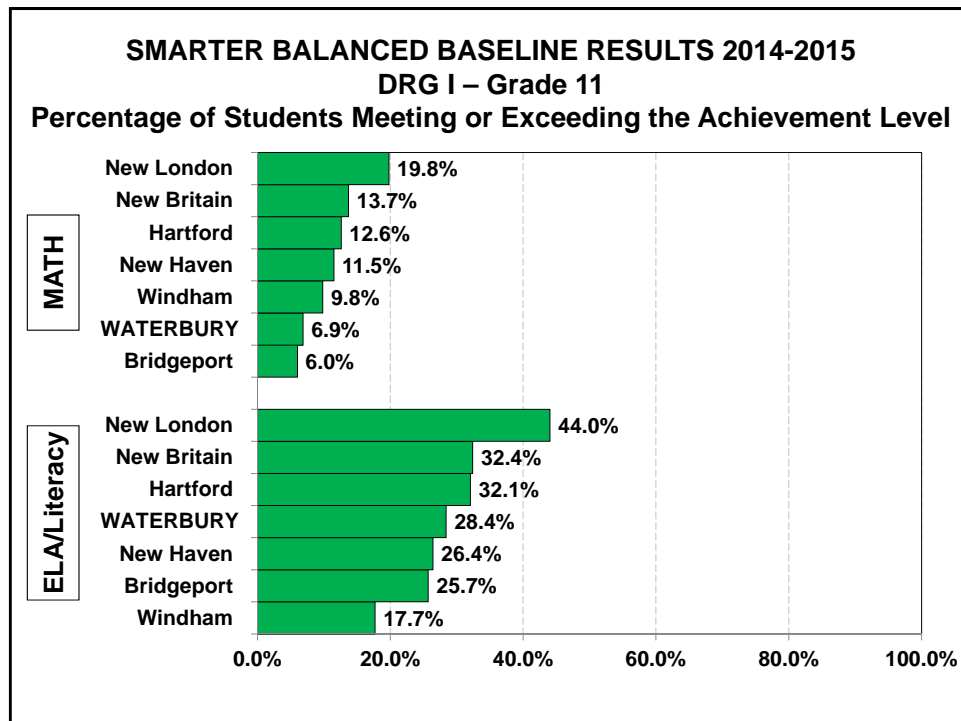
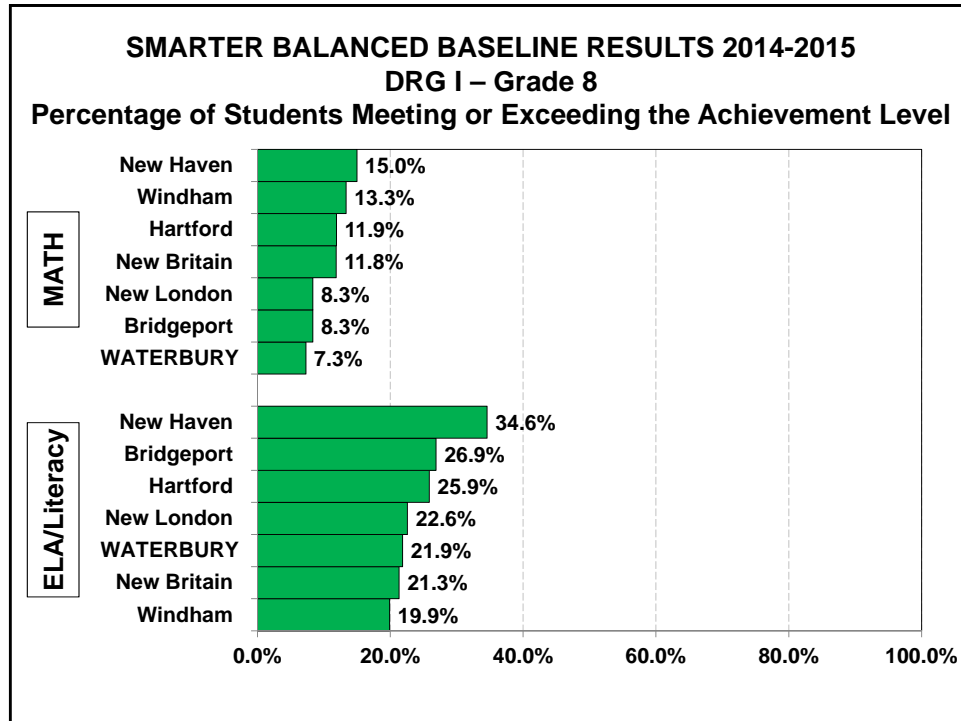
# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

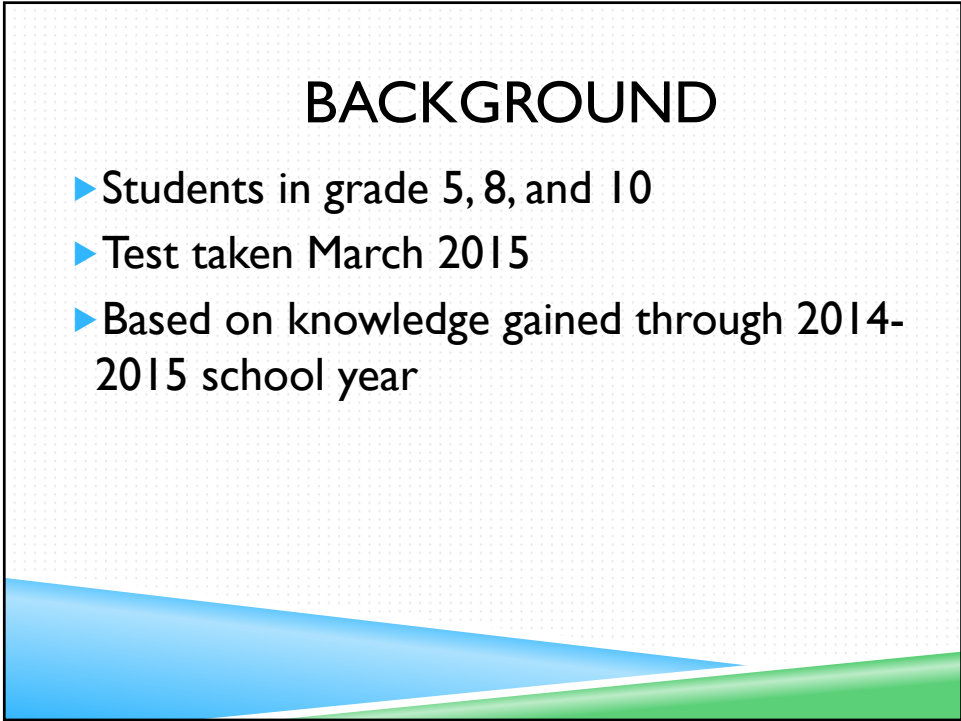


# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## CMT/CAPT SCIENCE ONLY



## BACKGROUND

- ▶ Students in grade 5, 8, and 10
  - ▶ Test taken March 2015
  - ▶ Based on knowledge gained through 2014-2015 school year
- 

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## BACKGROUND

- ▶ Five levels of classification

- Level 5 – Advanced

- Level 4 – Goal (Accountability Target)

- Level 3 – Proficient

- Level 2 – Basic

- Level 1 – Below Basic

## 2014-2015 CMT DEMOGRAPHICS

- ▶ Total students tested with CMT in grades 5 and 8=2,833

- ▶ Gender

- ▶ Male=1,405 (49.6%)

- ▶ Female=1,428 (50.4%)

- ▶ EL=383 (13.5%)

- ▶ Special Education=573 (20.2%)

- ▶ Both EL and Special Education=120 (4.2%)

- ▶ Economically Disadvantaged=2,283 (80.6%)

- ▶ High Needs=2,385 (84.2%)

- ▶ Race/Ethnicity

- ▶ Data collection and reporting changed in 2010-2011 in accordance with federal guidelines

- ▶ Native Hawaiian or Other Pacific Islander was added

- ▶ Non-Hispanic students are allowed to be classified as two or more races

- ▶ Hispanic/Latino of Any Race=1,425 (50.3%)

- ▶ Black or African American=695 (24.5%)

- ▶ White=578 (20.4%)

- ▶ Two or more races=70 (2.5%)

- ▶ Asian=48 (1.7%)

- ▶ American Indian or Alaska Native=16 (0.6%)

- ▶ Native Hawaiian or Other Pacific Islander=1 (0.0%)



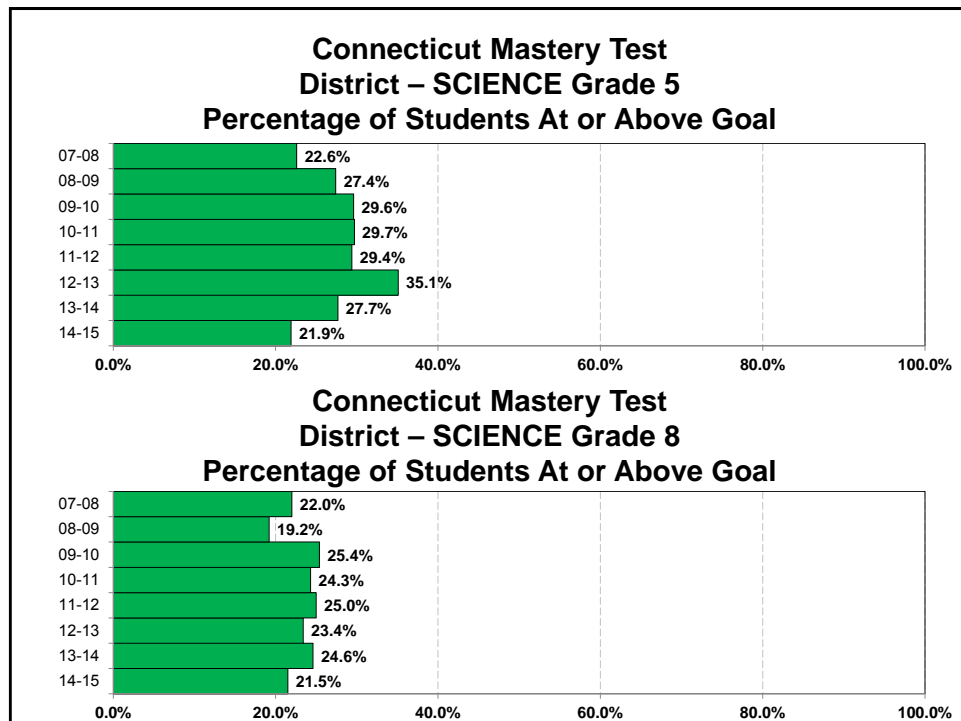
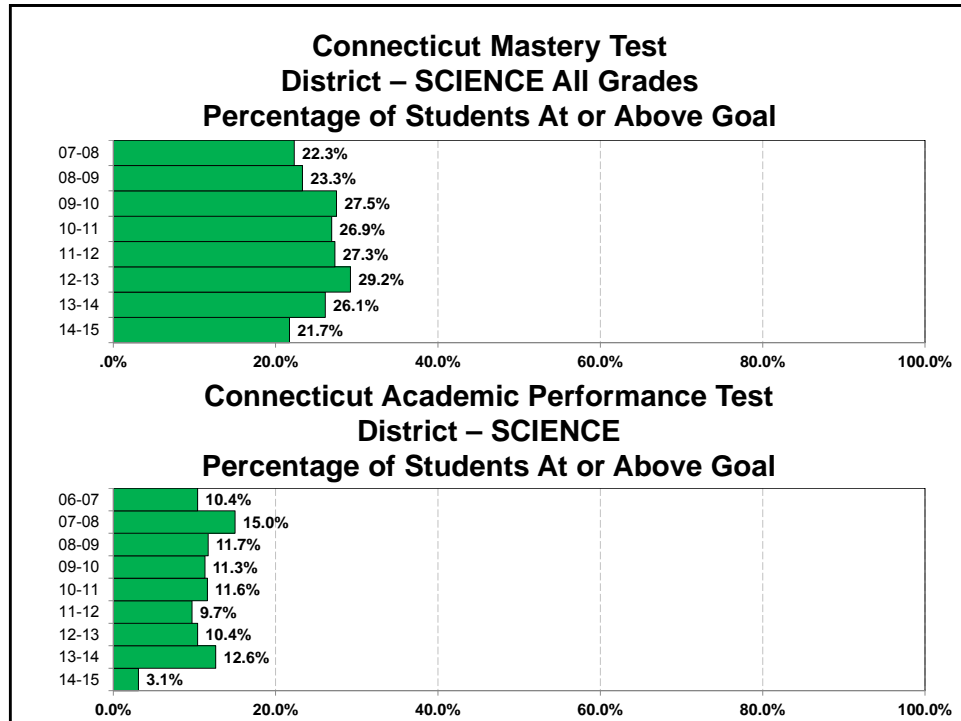
# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## 2014-2015 CAPT DEMOGRAPHICS

- ▶ Total students tested with CAPT in grade 10=1,285
- ▶ Gender
  - ▶ Male=655 (51.0%)
  - ▶ Female=630 (49.0%)
- ▶ EL=152 (11.8%)
- ▶ Special Education=274 (21.3%)
- ▶ Both EL and Special Education=52 (4.0%)
- ▶ Economically Disadvantaged=972 (75.6%)
- ▶ High Needs=1,038 (80.8%)
- ▶ Race/Ethnicity
  - ▶ Data collection and reporting changed in 2010-2011 in accordance with federal guidelines
    - ▶ Native Hawaiian or Other Pacific Islander was added
    - ▶ Non-Hispanic students are allowed to be classified as two or more races
  - ▶ Hispanic/Latino of Any Race=644 (50.1%)
  - ▶ Black or African American=328 (25.5%)
  - ▶ White=244 (19.0%)
  - ▶ Two or more races=35 (2.7%)
  - ▶ Asian=25 (1.9%)
  - ▶ American Indian or Alaskan Native=6 (0.5%)
  - ▶ Native Hawaiian or Other Pacific Islander=3 (0.2%)

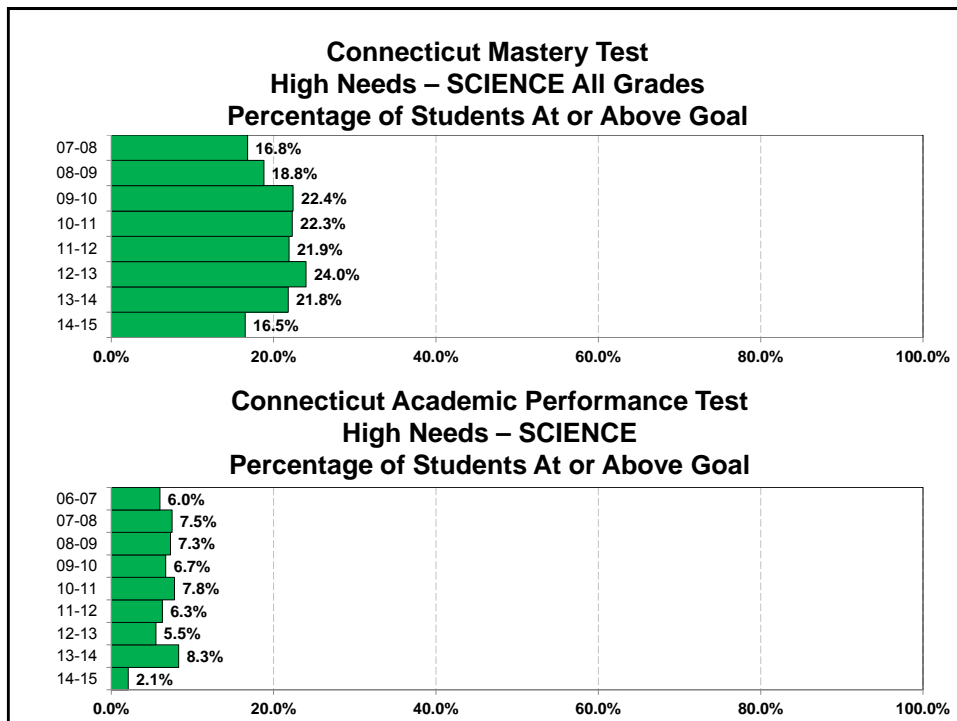
## DISTRICT RESULTS

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

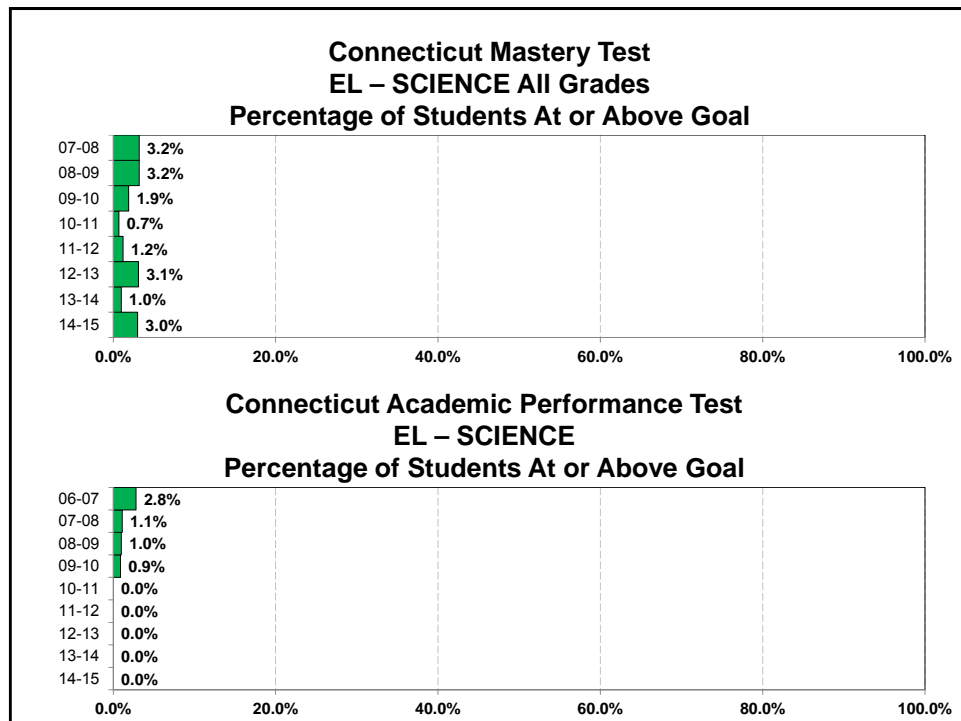
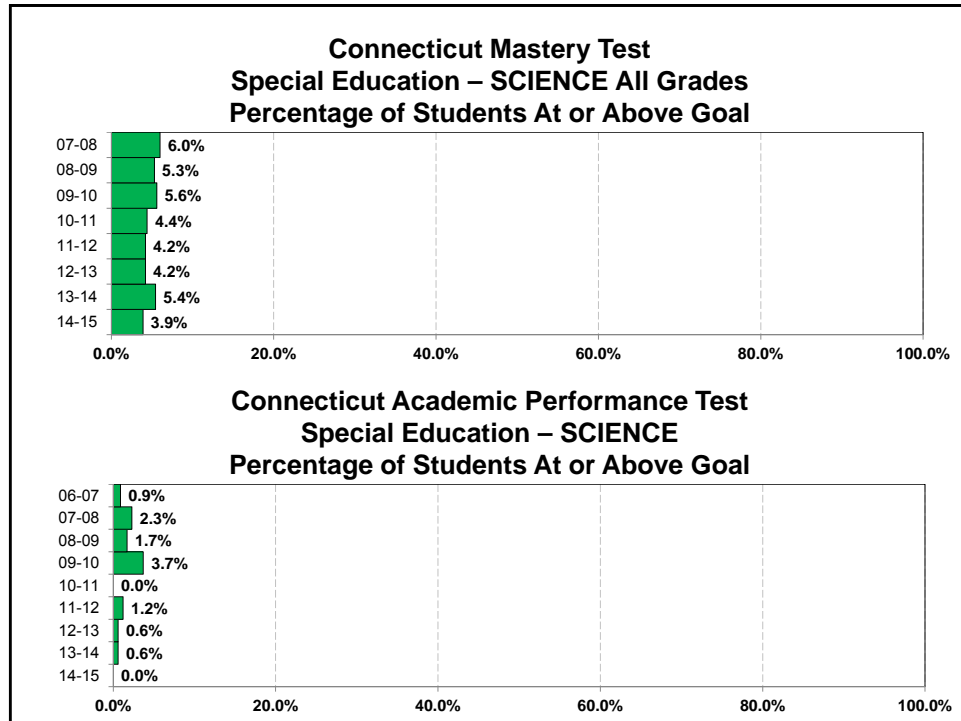


# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## DISTRICT RESULTS BY SUBGROUP



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## SCHOOL RESULTS

Science  
Ranked by Percentage of Students At or  
Above Goal

	Number Tested	% At/Above State Goal (Level 4)
	Count	Row %
Maloney	85	51.8%
Rotella	96	49.0%
Wendell Cross	55	43.6%
WAMS	110	40.9%
Tinker	87	29.9%
Outplacement	7	28.6%
Generali	106	26.4%
Wallace	358	24.6%
Duggan	98	23.5%
Carrington	52	23.1%
<b>District</b>	<b>2764</b>	<b>21.7%</b>
Gilmartin	100	21.0%
North End	347	18.4%
Kingsbury	82	18.3%
West Side	340	17.9%
Regan	51	17.6%
Chase	138	16.7%
Reed	68	16.2%
Bunker Hill	79	15.2%
Hopeville	78	14.1%
Driggs	78	11.5%
Sprague	53	11.3%
Washington	55	10.9%
Walsh	74	8.1%
Wilson	53	7.5%
Bucks Hill	74	4.1%
State Street	11	.0%
Enlightenment	29	.0%




# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

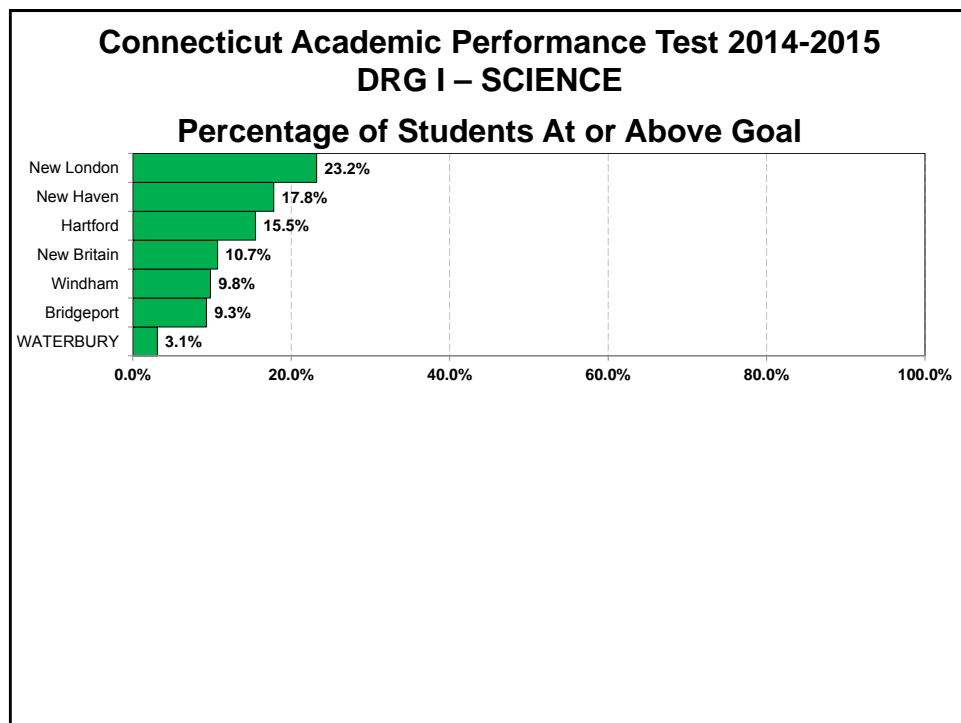
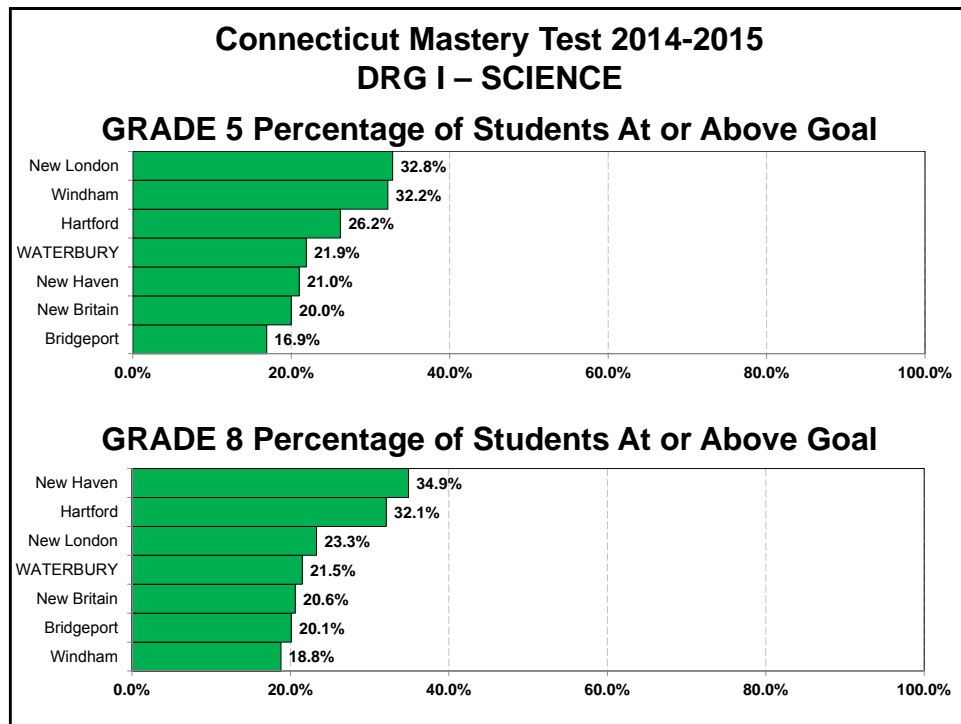
**Science**  
**Ranked by Percentage of Students At or Above Goal**

	Number Tested	% At/Above State Goal (Level 4)
	Count	Row %
Crosby	245	8.2%
WCA	213	3.8%
WAMS	116	3.4%
<b>District</b>	<b>1174</b>	<b>3.1%</b>
Wilby	269	1.1%
Kennedy	285	.4%
Outplacement	7	.0%
State Street	6	.0%
Enlightenment	33	.0%

**COMPARISON TO  
DISTRICT REFERENCE  
GROUP  
(DRG I)**

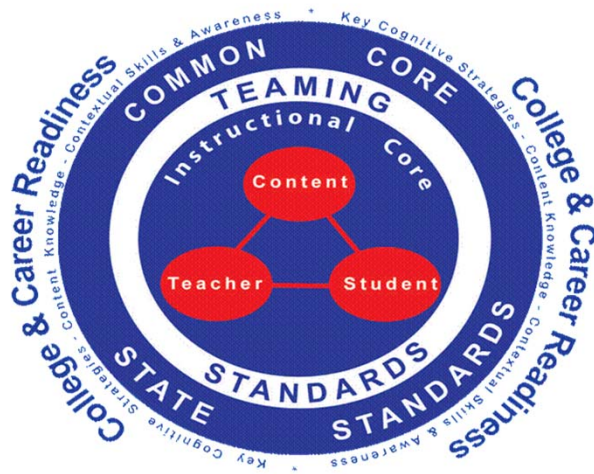


# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

*What now?*



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## Action Steps 2015-16 ELA Focus: Content



Claim #1 (**Reading**): *How do we understand what we read?*

Claim #2 (**Writing**): *How do we write and present effectively?*

Claim #3 (**Speaking & Listening**): *How do we speak effectively? How do we listen critically?*

Claim #4 (**Research**): *What are effective and accurate methods of research?*

## Claim 1: Reading Foundations K-2 (Phonics Program)



**TEACHER'S KIT K | Second Edition**

- Foundations Teacher's Manual K Second Edition\* with Membership in the [Prevention Learning Community](#)\*\*
- Home Support Pack K Second Edition\*
- Echo Owl Puppet
- Baby Echo Owl Finger Puppet
- Large Sound Cards K Second Edition\*
- Foundations Standard Sound Cards K Second Edition\*
- Magnetic Strips (5 ft)
- Sentence & Syllable Frames
- Keyword Puzzles Second Edition
- Alphabet Wall Strip Second Edition
- Basic Keywords Poster K 1 2 Second Edition\*
- Letter Formation Poster K 1 Second Edition
- Vowel Extension Poster K 1 Second Edition\*\*
- Foundations Large Writing Grid Second Edition (2-pack)\*\*
- Foundations Activity Cue Cards K Second Edition\*\*
- Manuscript Letter Formation Guides Second Edition\*\*
- Trick Word Flash Cards K Second Edition\*\*
- Sample of the Foundations Writing and Drawing Pad\*\*
- Foundations Student Kit K Second Edition\*

\*=Enhanced item | \*\*=New item

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

# All Claims (Standards, Standards, Standards!)

Waterbury Public Schools

English Language Arts Curriculum 2015-16

Grade Level:

Marking Period/Unit:

Timeline:

Unit Title/Conceptual Lens:

ELA SBAC Claims/ CCS	Aligned CFAs	LEARNING OUTCOMES	
		FOCUS/ASSESSED CCS (Key Skills-Students will be <i>able to</i> ...)	FOCUS/ASSESSED CONTENT (STANDARDS) (Critical Content – in <b>BOLD</b> )
<b>Claim #1</b> - Student can read closely and analytically to comprehend a range of increasingly complex literary and informational texts. <u>Reading Literature/Informational Text</u> <i>How do we understand what we READ?</i>			
<b>Claim #2</b> - Students can produce effective and well-grounded writing for a range of purposes and audiences. <u>Writing and Language</u> <i>How do we WRITE and PRESENT effectively?</i>			
<b>Claim #3</b> - Students can employ effective speaking and listening skills for a range of purposes and audiences. <u>Speaking and Listening</u> <i>How do we SPEAK effectively?</i> <i>How do we LISTEN critically?</i>			
<b>Claim #4</b> - Students can engage in research/inquiry to investigate topics, and analyze, integrate, and present information. <u>Research</u> <i>What are effective and accurate methods of RESEARCH?</i>			
Unit Performance Assessment Summary Statement			

CCS ELA Primary  
standards/skills

Content Focus  
(including SS/NGSS)

**All Claims (Standards, Standards, Standards!)**



**Essential Question**

- What shapes our identity?
- How are we influenced/affected by our setting? (classroom, school, home, neighborhood, etc.)
- How can we address a conflict?
- How do turning points shape our lives? How do we learn from our choices and experiences?
- How do authors develop writing that is appropriate for a task, purpose, and audience?



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## Action Steps 2015-16

### ELA Focus: Building Teacher Capacity

#### Professional Learning

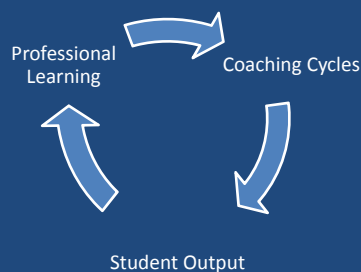
- Smarter Balanced Interim Assessments
- Next Generation SAT
- CCT-Centric Lesson Design
- K-12 Curriculum Mapping
- Standards-based Scoring Tools
- Literacy How - Foundational Skills
- CT State Department of Education
  - K-3 Literacy Expansion
  - “Meeting the Challenge” Series

## Action Steps 2015-16

### ELA Focus: Building Teacher Capacity

#### Return on Investment

- *What is the evidence that our professional learning is increasing our adults effectiveness in ways that translate to enhance levels of student performance?*
- *What is the impact of the new learning on students?*



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## Action Steps 2015-16

ELA Focus: Student Engagement

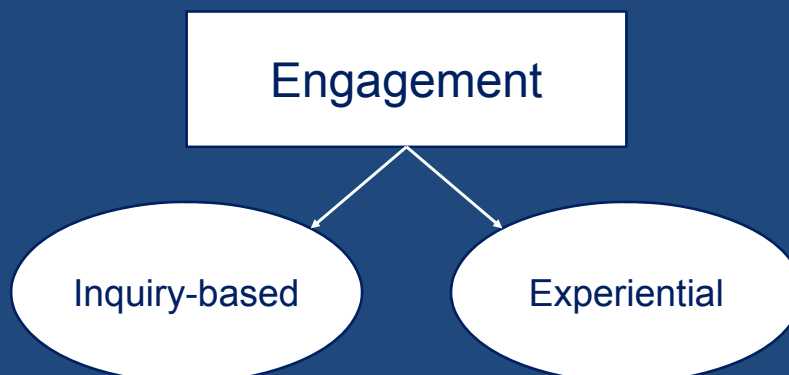
Relationships matter!

Effort matters!

Results matter!

## Action Steps 2015-16


ELA Focus: Student Engagement



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## Action Steps 2015-16 ELA Focus: Student Engagement

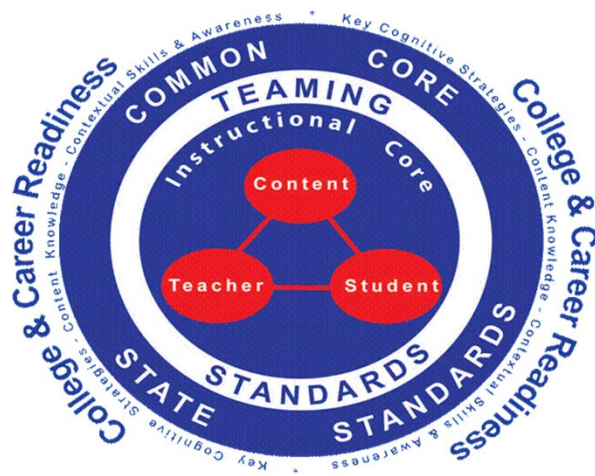
Name \_\_\_\_\_ Date \_\_\_\_\_



Gabby and Avein went shopping. Gabby bought groceries and Avein bought a present for his friend.

Use the illustration to describe how Avein will get the present down the hallway.

- Push the wagon.
- Pull the wagon.
- Pull the groceries.



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## K – 8 District Math Focus

### Problem Solving

Students will increase the ability to make sense of rich, complex problems, persevere in solving them, and provide evidence to communicate mathematical understanding.

- Direct connection to Smarter Balanced Claims 2,3,4 and performance tasks
- Required Learning Experiences aligned to standards and curriculum units utilizing a 3 part problem solving lesson format
- Performance task resources provided by the district
- Task based District CFAs scored using a common rubric
- Instructional decisions based on data and student work in IDT
- District professional development will support the focus

## Grades 3-5 i-Ready Pilot Intervention, enrichment, differentiation

### 3 Adaptive, Diagnostic Tests

- Data by domain, standard, grade level (above and below)

### Individualized teacher-led and online instruction and practice based on diagnostic test

- Groups children by similar needs
- Recommends teacher-led lessons
- Provides students with online lessons

### Reports - Individual, class, school, district

- Intervention, class performance, CCSSM etc.

Additional small group math blocks three times per week

ESH programs – Students more than 1 grade level below based on diagnostic

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## High School

### Implementing State Algebra II and Geometry Curricula

- 12 High School teachers attended summer training

### Established Year 1 scope and sequence for on level, honor courses

- Create Algebra II and Geometry teams for curriculum, assessment, and PD work
- Create common mid terms, finals and CFAs from provided assessments and monitor and utilize the data to make instructional decisions

### Algebra 1

- Adjusted scope and sequence for Year 3 implementation
- Will adjust assessments accordingly
- Grade 7 students will take an Algebra screener
- Explore accelerated grade 6 and 7 curricula leading to Gr. 8 Algebra

## Elementary School Science

- Identification of key science person at each elementary school
- Formation of a science council to improve communication, obtain feedback, disseminate new programs
- Introduction of science-based ELA units in kindergarten
- Writing at least 1 science-based ELA unit for grades 1-5
- Grade 5 CMT to remain in effect through 2018. Renewed emphasis on embedded tasks, test review, shared successful strategies
- CT Invention Convention participation in extended school hours program



# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS

## Elementary School Science

*Kindergarten Team Leader Training 9/14/15*



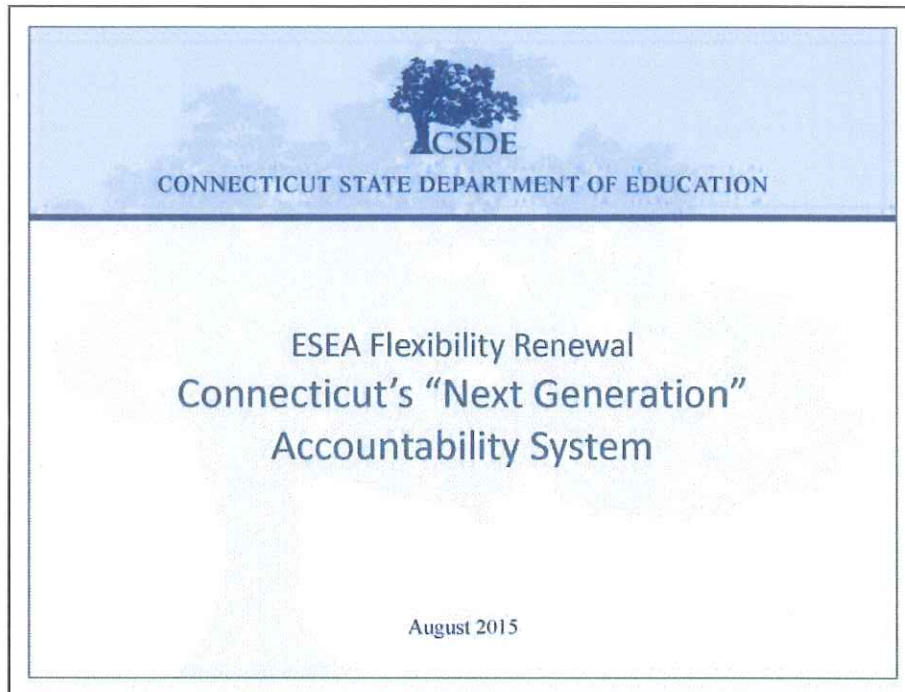
## Middle School Science

- Identification of lead science teachers at each middle school
- Completion and utilization of common quarterly assessments
- Building capacity and understanding of NGSS
- PDs to promote NGSS literacy
- Initiate curriculum revision based on NGSS, once adopted
- Grade 8 CMT to remain in effect through 2018. Renewed emphasis on embedded tasks, test review, shared successful strategies

# WATERBURY PUBLIC SCHOOLS SMARTER BALANCED BASELINE, CMT AND CAPT RESULTS


## High School Science

- Completion of chemical hygiene plan and training of chemical hygiene officers at each high school. Retention of Dr. Ken Roy as consultant.
- Completion and utilization of common quarterly assessments
- Building capacity and understanding of NGSS
- PD's to promote NGSS literacy
- Initiate curriculum revision based on NGSS, once adopted
- Grade 10 CAPT to remain in effect through 2018. Renewed emphasis on embedded tasks, test review, shared successful strategies



**ESEA Flexibility Renewal**

- Connecticut was approved for a three-year renewal on August 6, 2015
- One of the key enhancements in this renewal is a more holistic, multifactor district and school accountability model.
- This "next generation" system was developed with extensive feedback from district and school leaders, Connecticut educators, state and national experts, Department staff, and many others.

 CONNECTICUT STATE DEPARTMENT OF EDUCATION

# WATERBURY PUBLIC SCHOOLS

## State Board of Education Vision:

Connecticut students will think critically, learn joyfully, express themselves creatively, and contribute meaningfully to their communities. Connecticut schools will prepare every learner for success and fulfillment in college, careers, and life.

### Three ambitious goals designed to realize the vision.

#### Improve overall academic achievement and reduce academic achievement gaps

- Academic Achievement (Status)
  - All Students Subject Index
  - High Needs Subject Index
- Academic Growth (Longitudinal)
  - All Students
  - High Needs Subgroup

#### Produce college- and career-ready graduates

- Attendance/Chronic Absence
  - All Students
  - High Needs Subgroup
- Preparation for Postsecondary and Career Readiness
  - Coursework
  - Exams
- Graduation
  - On Track in 9<sup>th</sup> grade
  - All Students Four-year Rate
  - High Needs Six-Year Rate
- Postsecondary Success
  - Entrance

#### Prepare well-rounded, civically engaged students

- Civics - TBD
- Arts
  - Course Access
- Physical Fitness
  - Fitness Assessment
- Grit/Persistence/Personal Development - TBD



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## Next Generation Accountability System Indicators and Points

	Elementary	Middle	High	Middle/High
Indicator 1: Academic Achievement – ELA, Math and Science (All Students, High Needs Subgroup)	300	300	600	300
Indicator 2: Academic Growth – ELA and Math (All Students, High Needs Subgroup)	400	400	n/a	400
Indicator 4: Attendance / Chronic Absence (All Students, High Needs Subgroup)	100	100	100	100
Indicators 5 and 6: Preparation for College and Career Readiness (Courses/Exams)	n/a	n/a	100	100
Indicator 7: Graduation - On Track in 9 <sup>th</sup> Grade	n/a	50	50	50
Indicators 8 and 9: Graduation: (4-year All Students, 6-year High Needs Subgroup)	n/a	n/a	200	200
Indicator 10: Postsecondary Entrance	n/a	n/a	100	100
Indicator 11: Physical Fitness	50	50	50	50
Indicator 12: Arts Access	n/a	n/a	50	50
<b>Total Possible Points</b>	<b>850</b>	<b>900</b>	<b>1250</b>	<b>1350</b>



Note: Indicator 3 is the participation rate.

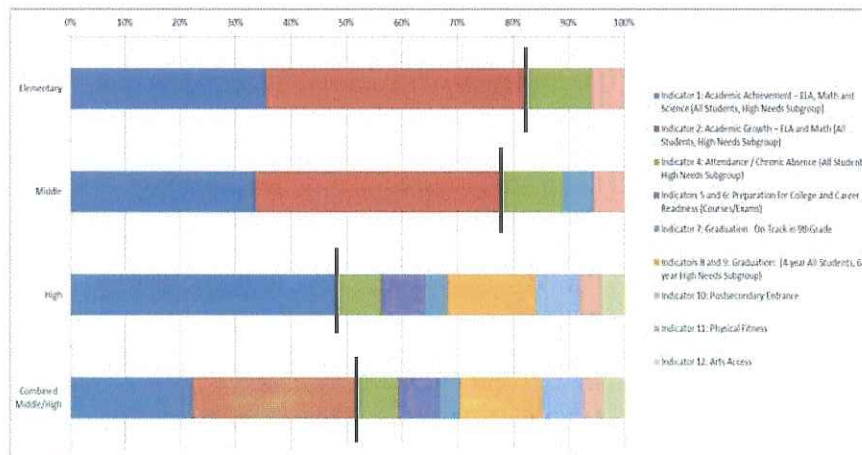
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# WATERBURY PUBLIC SCHOOLS

## Next Generation Accountability System Points

The points in the accountability system are expressed as percentages:



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## Accountability Index vs Performance Index

- The percentage of total possible points earned on all indicators is the "Accountability Index".
- "Performance index" (SPI/DPI) will continue to refer to the index scores derived from state assessment results (Indicator 1).
- These terms are now defined in Sec. 326 of Public Act 15-5.



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# WATERBURY PUBLIC SCHOOLS

## Indicator 1: Academic Achievement (Status)

Indicator	Weight	
	Year 1	Years 2 and 3*
Subject Performance Index (0-100) in ELA, math, and science		
• All Students	300	150
• Students in <i>High Needs Subgroup</i>	300	150

- Assessments Used: ~~Smarter Balanced~~, CTAA, CMT/CAPT Science, CMT/CAPT Skills Checklist and SAT starting 2015-16.
- Distinct points for subgroup performance.
- \*Points for schools where longitudinal academic growth (Indicator 2) cannot be evaluated (e.g., 9-12 high schools) will retain Year 1 point values for years 2 and 3.



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## Indicator 1: New Index Approach

- Scale scores, not achievement levels, will be converted to index scores.
- The new index calculation will be more sensitive to student performance, even within a level, and provide a better measure of improvement of students at the subgroup, school, and district levels

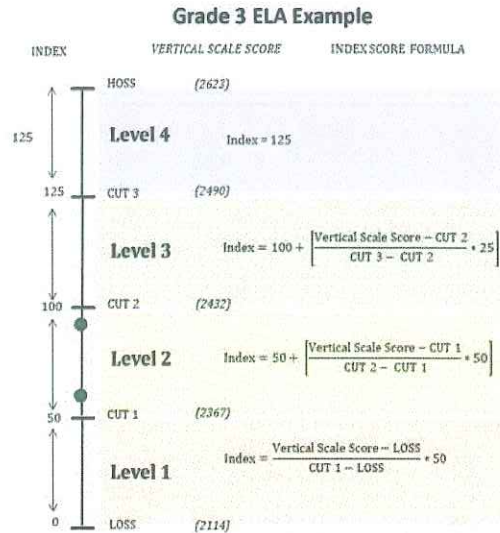


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# WATERBURY PUBLIC SCHOOLS

## Indicator 1: New Index Approach Being Finalized

- For example, a student with a scale score of 2380 (lower part of Level 2) will get 60 index score points while another student with a scale score of 2419 (upper part of Level 2) will get 90 index score points.



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## Indicator 1: Achievement Gap "Outliers"

- A district/school is identified as having an "achievement gap" if:
  - the size of its index score gap between the *High Needs subgroup* and the *Non-High Needs group* (or the ultimate achievement target when established, if that's lower) is a significant outlier i.e., at least one standard deviation greater than the statewide gap in any subject area **and**
  - the AMO target (when they are established) for the subject area(s) for its *High Needs subgroup* is not met.



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# WATERBURY PUBLIC SCHOOLS

## Indicator 1: Standard Considerations Remain

- Only students enrolled in the same district/school since October 1 are included in accountability calculations
- EL and SWD who may have exited those subgroups in two prior years are included in those subgroups in current year calculations
- 1% cap on the number of students meeting state standard using the CT Alternate Assessment



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## Indicator 2: Academic Growth (Longitudinal)

Indicator	Max Points	
	Year 1	Years 2 and 3
Percentage of students in grades 4 through 8 meeting growth targets ( $\frac{1}{2}$ SB-ELA; $\frac{1}{2}$ SB math)		
• All Students	N/A	200
• Students in <i>High Needs Subgroup</i>	N/A	200

- Vertical scale score based growth model will be developed for SB ELA and Math. Model will provide student-level vertical scale score growth targets.
- Distinct points are awarded for subgroup growth.



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# WATERBURY PUBLIC SCHOOLS

## Indicator 2: Growth Model Development

- Individual student targets will be developed after detailed analyses of the vertical scale and other reviews that may include comparisons of average scale scores from grade to grade, analyses of score distributions across the grades and within achievement levels, identification of student scores that may cross the scale into another grade, and analyses of standard errors.
- Extensive feedback will be sought from practitioners and various other education stakeholders (expected February – March 2016).
- Model finalized during the summer of 2016 for implementation in 2016-17.



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## Indicators 1 and 2: New Flexibility for Recently Arrived ELs

- “Recently arrived ELs” in grades 3 through 8 who have attended schools in the United States for less than two years are exempt from Indicator 1 (academic achievement - status) for both ELA and mathematics.
- Instead, student growth (Indicator 2) of “recently arrived ELs” from the first to the second year in both ELA and mathematics will be included in accountability calculations in the student’s second year.
- This requires that all “recently arrived” ELs test in all content areas annually.
- Assessment scores for ELs who have attended U.S. schools for more than two years will be used in the achievement status and growth measures of the accountability system.



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# WATERBURY PUBLIC SCHOOLS

## Indicator 3: Participation Rate

- This does not contribute to the “accountability index” but impacts school classification
- A school that would otherwise have been classified in Category 1 or 2 *and* has a participation rate that is less than 95% for either the All Students group or the High Needs group in any tested subject will be classified into the next lower category.



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## Indicator 4: Chronic Absenteeism

Indicator	Max Points – All Years
Percentage of students chronically absent <ul style="list-style-type: none"><li>• All Students</li><li>• Students in <i>High Needs Subgroup</i></li></ul>	50 50

- Chronic absenteeism is the percentage of students missing ten percent or greater of the total number of days enrolled in the school year for any reason.
- Distinct points are awarded for lower subgroup chronic absenteeism rates.
- Full points are awarded if the chronic absenteeism rate is 5% or lower. No points are awarded if the chronic absenteeism rate is 30% or greater. Chronic absenteeism rates between 30% and 5% will be awarded proportional points.



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# WATERBURY PUBLIC SCHOOLS

## Indicator 5: Preparation for Postsecondary and Career Readiness - Coursework

Indicator	Max Points – All Years
Percentage of students in grades 11 & 12 participating in <i>at least one</i> of the following during high school: two courses in AP/IB/dual enrollment; <i>or</i> two courses in one of seven CTE categories; <i>or</i> two workplace experience “courses” in any area.	50

- Points will be prorated based on the percentage of the ultimate target achieved.



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## Indicator 6: Preparation for Postsecondary and Career Readiness - Exams

Indicator	Max Points – All Years
Percentage of students in grades 11 & 12 achieving CCR benchmark on <i>at least one</i> of the following: Smarter Balanced 11 <sup>th</sup> <i>or</i> SAT <i>or</i> ACT <i>or</i> AP <i>or</i> IB	50

- Percentage of 11th and 12th graders who meet the following benchmark scores on at least one exam:
  - Smarter Balanced – Level 3 or higher on both ELA and math; or
  - SAT – composite score of 1550 or higher; or
  - ACT – meeting benchmark on 3 of 4 exams; or
  - AP – 3 or higher on an AP exam; or
  - IB – 4 or higher on an IB exam.
- Points will be prorated based on the percentage of the ultimate target achieved.



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# WATERBURY PUBLIC SCHOOLS

## Indicator 7: Graduation - On-Track in 9th Grade

Indicator	Max Points – All Years
Percentage of 9 <sup>th</sup> graders earning at least five full-year credits in the year <i>and</i> no more than one failing grade in English, Mathematics, Science or Social Studies	50

- The University of Chicago's Consortium on Chicago School Research "identifies students as on-track if they earn at least five full-year course credits and no more than one semester F in a core course in their first year of high school."
- Ultimate target is 94%. Points will be prorated based on the percentage of the ultimate target achieved.



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## Indicator 8: Graduation – Four Year Adjusted Cohort Graduation Rate – All Students

Indicator	Max Points – All Years
Percentage of first time 9 <sup>th</sup> graders who graduate with a regular high school diploma in four years or less – All Students	100

- The ultimate target for all students remains at 94%.
- Districts/schools can earn up to 100 points based on the pro-rated percentage of the ultimate target (94%) achieved by All Students.



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# WATERBURY PUBLIC SCHOOLS

## Indicator 9: Graduation – Six Year Adjusted Cohort Graduation Rate – High Needs

Indicator	Max Points – All Years
Percentage of first time 9 <sup>th</sup> graders who graduate with a regular high school diploma in six years or less – <i>High Needs Subgroup</i>	100

- The ultimate target for high needs students is 94%.
- Districts/schools can earn up to 100 points based on the pro-rated percentage of the ultimate target (94%) achieved by High Needs Students.



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## Indicator 9: Graduation Rate Gap – High Needs

- A district/school is identified as having a graduation rate gap if:
  - the size of its six-year graduation rate gap between the High Needs subgroup and the Non-High Needs group (or 94% if that's lower) is at least one standard deviation greater than the statewide gap **and**
  - the six-year graduation rate target for its High Needs Subgroup for the most recent available cohort is not met.
- Approach similar to achievement gap



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# WATERBURY PUBLIC SCHOOLS

## Indicator 10: Postsecondary Entrance Rate – All Students

Indicator	Max Points – All Years
Percentage of graduating class who enrolled in a two or four-year postsecondary institution any time during the first year after high school graduation	100

- The ultimate target is 75%.
- Districts/schools can earn up to 100 points based on the pro-rated percentage of the ultimate target achieved.



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## Indicator 11: Physical Fitness

Indicator	Max Points – All Years
Percentage of students meeting/exceeding the "Health Fitness Zone Standard" in all four areas of the Connecticut Physical Fitness Assessment (CTPFA)	50

- The ultimate target is 75%.
- Multiplier for Estimated Participation Rate
 

– At least 90%	1	(approximately 82% of schools)
– At least 70% but less than 90%	0.5	(approximately 11% of schools)
– At least 50% but less than 70%	0.25	(approximately 3% of schools)
– Less than 50%	0	(approximately 4% of schools)
- Districts/schools can earn up to 50 points based on the pro-rated percentage of the ultimate target achieved as adjusted by the estimated participation rate multiplier.



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# WATERBURY PUBLIC SCHOOLS

## Indicator 12: Arts Access

Indicator	Max Points – All Years
Percentage of students in grade 9 through 12 participating in at least one dance, theater, music, or visual arts course in the school year	50

- Points will be prorated based on the percentage of the ultimate target achieved.



CONNECTICUT STATE DEPARTMENT OF EDUCATION

## School Classification

Category 1 (Top Quartile)
Category 2 (Two Middle Quartiles)
Category 3 (Bottom Quartile – except 4 and 5)
Category 4 (New Turnaround/Focus)
Category 5 (Existing Turnaround/Focus)

### Overview

- Five categories per state law.
- **Turnaround School:** Overall low performing. Bottom 5% based on percentage of eligible points earned. Includes SIG Tiers I and II as well as high schools with 6-yr graduation rate that is less than 70% for all students in two recent cohorts.
- **Focus School:** Has the lowest academic achievement or graduation rate for the High Needs subgroup statewide. Selected from bottom 3 quartiles. Includes schools with lowest High Needs subgroup index scores as well as high schools with 6-yr graduation rate for the High Needs subgroup that is less than 70% in two recent cohorts.



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# WATERBURY PUBLIC SCHOOLS

School Classification	
Category 1 (Top Quartile)	<p><b>During 2015-16</b></p> <ul style="list-style-type: none"> <li>• <b>Categories 1, 2, and 3</b> – Accountability Pause</li> <li>• <b>Category 4</b> – Newly identified Turnaround and Focus Schools by Jan 31, 2016</li> <li>• <b>Category 5</b> – Previously identified Turnaround and Focus Schools that haven't exited.</li> </ul> <p><b>During 2016-17 – Based on Accountability Index</b></p> <ul style="list-style-type: none"> <li>• <b>Category 1</b> – Top quartile; if achievement or grad rate gap, then classified as 2</li> <li>• <b>Category 2</b> – Two middle quartiles</li> <li>• <b>Category 3</b> – Bottom quartile</li> </ul> <p><b>Beyond 2016-17</b></p> <ul style="list-style-type: none"> <li>• Use multiple years weighted data to update categories 1, 2, 3</li> </ul>
Category 2 (Two Middle Quartiles)	
Category 3 (Bottom Quartile – except 4 and 5)	
Category 4 (New Turnaround/Focus)	
Category 5 (Existing Turnaround/Focus)	

CONNECTICUT STATE DEPARTMENT OF EDUCATION

**REQUEST FOR FIELD TRIP**

ALL FIELD TRIP FORMS MUST BE FAXED (203-574-8010) OR EMAILED TO THE  
SCHOOL'S INSTRUCTIONAL LEADERSHIP DIRECTOR.  
ALL FIELD TRIPS REQUEST MUST INCLUDE THE APPROPRIATE COVER SHEET

☒ OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP

☐ IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP

*This request must be approved prior to collecting or committing any funds such as down payments or making definite arrangements.*

Date Submitted: September 4, 2015

Name of Travel Agency (if applicable): \_\_\_\_\_

1) Requested by: <u>Rich Martinez</u>	<u>Waterbury Arts Magnet</u>	<u>Counselor</u>
Name of Staff Member	School	Grade level/Subject

2) How many students? 30

3) Name of destination: NACAC Performing and Visual Arts College Fair- Javits Convention Center/ Pace University-NYC Campus tour-orientation

4) City/State of destination: New York , New York

5) Departure: <u>October 27 , 2015</u>	<u>12:00 PM</u>
Day Date	Time

6) Return: <u>October 27, 2015</u>	<u>10:30 PM</u>
Day Date	Time

7) Is school in session during this field trip? Yes

8) What unit in the curriculum does this field trip support?

Prepare students for college and the world of work.

9) What are the Common Core State Standards this field trip supports?

Students will be able to assess what they would like to do after graduation from high school and decide if they will pursue a college education or enter the world of work.

10) What are the guiding questions from the curriculum this field trip will answer?

How will I survive after high school? What are the options out there to continue into higher education?

11) What expected performances will be taught by this field trip?

Direct contact with people in the field, as well as see the opportunities available to them.

12) How will you assess the learning that results from this field trip?

Students will be able assess whether vocational tech jobs would meet their needs and interests.

13) Explain what educational value this field trip offers the students:

Students will have hands on experience through the college fair and also have an opportunity to meet with representatives from different fields of work.

14) Transportation: Type/name of Approved PUC Carrier

Bus---Land Jet

15) Name(s) and phone number(s) of person(s) responsible for organizing this trip:

Name	Phone Number	Name	Phone Number
1. Richard Martinez	203 573-6310	4	
2.		5.	
3		6	

16) Name(s) of person(s) supervising students. **NOTE: One (1) chaperone for every ten (10) students.**

Teacher(s) as chaperones: Sheryl Rynn, Richard Martinez,

Aides(s) as chaperones:

Parent(s) as chaperones: Larissa Espinosa

17) How is this trip financed: (If it's fund raising activities, list the fund raising activities. If it's a grant, give title and number of the grant, student contributions, etc.)

Grant:

WAMS Grant  
21200151618343

18) What is the approximate cost per pupil for this trip?

\$0

19) Is any student excluded from attending this trip? Yes ☐ No ☒ If yes, explain why:


20) What is the approximate cost all chaperones?

\$0

21) How many substitutes are necessary?  (If none specify)

Teacher	Subject/Grade	Teacher	Subject/Grade
1.		4.	
2.		5.	
3.		6.	

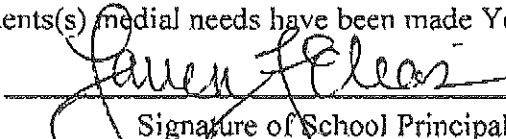
22) The medication(s) and/or procedure(s), as prescribed by the student(s) physician, will be provided while participating in the field trip

Yes ☒ No ☐  9/4/15  
Signature of School Nurse Date

23) This field trip request meets the needs of the BOE policy? Yes ☒ No ☐

Is this field trip recommended? Yes ☒ No ☐

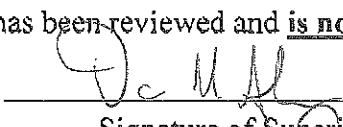
Arrangements for students(s) medical needs have been made Yes ☒ No ☐

 9-8-15  
Signature of School Principal Date

**CENTRAL OFFICE RESPONSE**

24) This field trip request has been reviewed and approved at the Superintendent's level ☒

This field trip request has been reviewed and is not approved ☐

 9/15/15  
Signature of Superintendent/Designee/ILD Date

25) This field trip request required Board of Education action for out of state or overnight field trip was approved/denied by the Board of Education during its meeting of \_\_\_\_\_

\_\_\_\_\_  
Signature of BOE/Designee Date

**A copy of this request, when approved, will be returned to the School Principal.**

The next step in your journey

# WHERE ART

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NATIONAL ASSOCIATION FOR COLLEGE ADMISSION  
COUNSELING (NACAC) PRESENTS...

### PERFORMING AND VISUAL ARTS

#### WASHINGTON, DC

Sunday, October 18

1:00 p.m. - 3:30 p.m.

Walter E. Washington Convention Center

#### NEW YORK CITY

Tuesday, October 27

6:00 p.m. - 9:00 p.m.

Jacob K. Javits Convention Center

#### BOSTON

Wednesday, October 28

7:00 p.m. - 9:00 p.m.

Boston University - Fuller Building

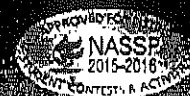
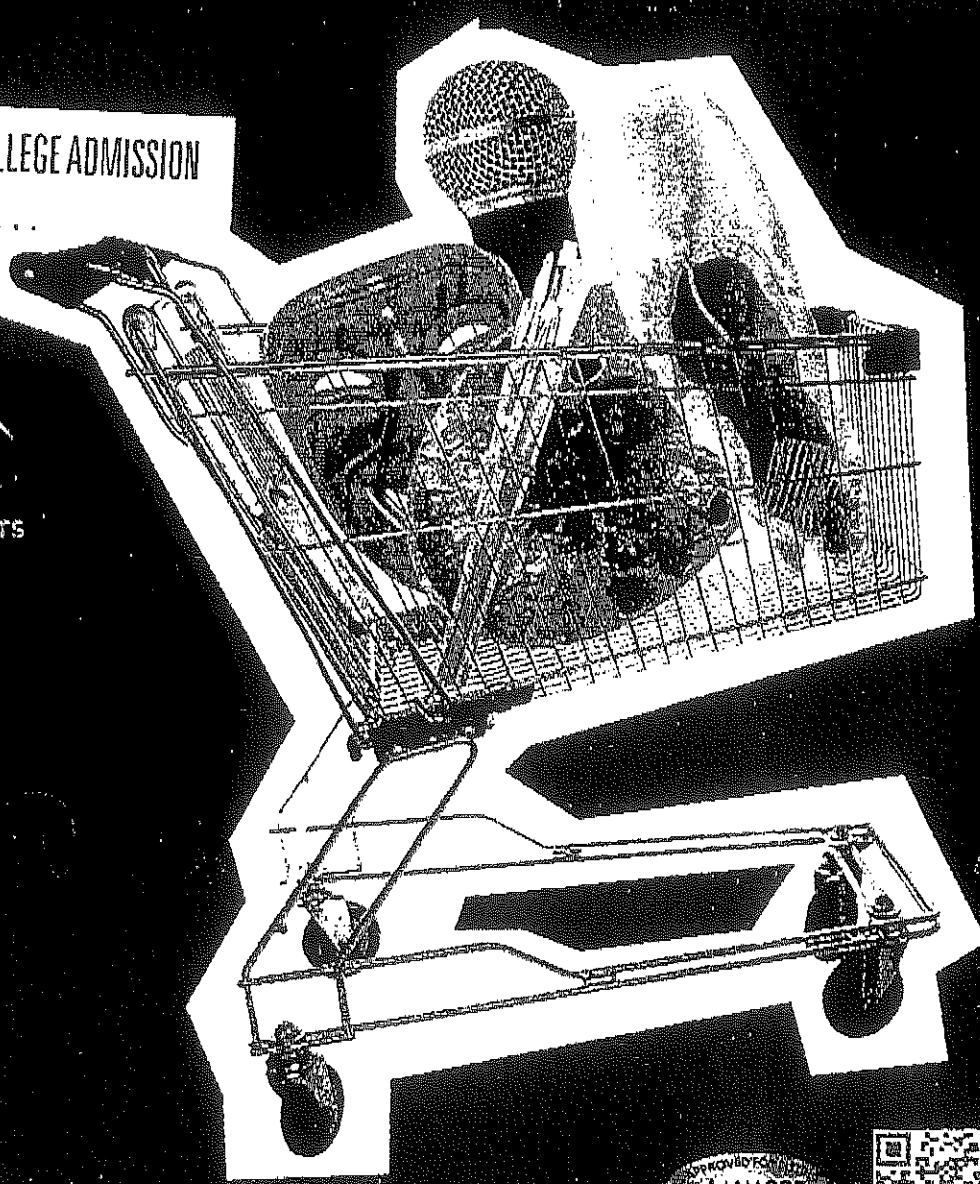
#### PHILADELPHIA

Thursday, October 29

7:00 p.m. - 9:00 p.m.

Pennsylvania Convention Center

NEW LOCATION





# COMMITTEE ON SCHOOL FACILITIES & GROUNDS

#10

**WORKSHOP:** Thurs., Thursday, September 24, 2015 (Driggs Sch.)  
**BOARD MEETING:** Thurs., Thursday, October 1, 2015

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
B.Post	WAMS apron stage: 2/1-2/7/2016 3:30-10:00pm (rehearsals and performances of mainstage show)
N.Smith	WAMS apron stage: 12/7-12/12/15 3:15-9:00pm (rehearsals and performance of musical) WAMS apron stage: 4/4/-4/9/16 3:15-9:00pm (rehearsals & performance of school play)
K. Ondrush	WAMS atrium & café: Mon., March 30th 4:00-8:00pm (faculty murder mystery dinner fundraiser for the Class of 2016) WAMS apron stage: Nov. 30th thru Dec. 4th 3:15-6:30pm (annual 9th grad world history project)
L. Lombardi	Rotella comm.rm.: 12/17-12/21/15 all day (student holiday shopping) Rotella art rm./café: Tues., Dec. 15th 5:00-8:00pm (Family Art Night) (snow date: 12/16/15) Rotella media ctr.: Tues., Nov. 17th 5:00-7:30pm (Family Technology Night) (snow date: 11/18/15) Rotella aud.: Mon., Oct. 5th 6:00-8:00pm (Bullying presentation for parents) Rotella café: Wed., Apr. 13th 5:00-8:00pm (Family Bingo) Rotella café: Wed., Mar. 16th 5:00-8:00pm (Family Reading Night) Rotella café: Wed., Feb. 17th 5:00-7:00pm (Family Math Night) Rotella café: Tues., Jan. 19th 5-8pm (Family Fitness Night) (snowdate: 1/20/16)
T. Grabowski	Maloney café: Thurs., Oct. 22nd 1:30-8:00pm (school fundraiser ziti dinner)
D. Bakewell	Sprague gym: Thurs., Oct. 22nd 5:30-7:00pm (Family Harvest Night)
K. Yamashita-Iverson	Maloney rm. 109: Oct. 2015-June 2016 Thursdays 3:45-5:00pm (Japanese class for alumni in grades 6-12)
White Collar Union	Rotella café: Thurs., Oct. 22nd 5:30-8:30pm (annual membership meeting)
T. St.Pierre	Duggan café: Wed., Oct. 7th 4:30-7:30pm (Book Bingo) Duggan café: Thurs., Oct. 29th 4:30-7:30pm (Middle Sch. dance)
K. Walston	WAMS apron stage: May 16, 17, 18, 19, 20 6:00-8:00pm (presentation of Global Leadership Institute Research results)
M. Parker	Rotella aud.& café: Thurs., Jan. 7th 5:00-8:00pm (Troupe Showcase)
Mayor's Office	Crosby aud.: Wed., Oct. 21st 6:00-9:00pm
J. Geary	(Dept. of Transportation public meeting re: Route 8 ByPass)
Guidance Dept.	WAMS atrium: Tues., Nov. 10th 6:00-8:00pm (College Financial Aid Night)

K. Ross	WAMS atrium: Wed., Nov. 18th 5:30-7pm (Habitat for Humanity Coffee House)
	WAMS atrium: Wed., Feb. 10th 5:30-7pm ( " " )
	WAMS atrium: Wed., Mar. 23rd 5:30-7pm ( " " )
	WAMS courtyard: Fri., May 20th 5:00-6:30pm ( " Carnival )
Adult Education	WSMS café: Thursdays Oct. to Dec. (10 wks.) 6:30-8:30pm (food prep enrichment course)
Adult Education	Kennedy rooms: Thursdays Oct. 8-Oct.15 6:00-8:30pm (Couponing)
	Tuesdays Sept.29-Oct.27 6:00-8:30pm (Black Jack)
	Mondays Oct.26 & Tues., Nov.17 6-8:30pm (reverse Mortgage)
	Mondays Sept.28-Dec.21 6-8pm (Photography)
	Mondays Sept.28-Nov. 9 6-8pm (Excel)
	Thursdays Oct.1-Nov.5 6-8pm (Basic Computer Class)
	Mondays Sept.28-Dec.21 6:30-8:30pm (Meditation)
	Mondays Sept.28-Dec.21 6:30-8:30pm (Spanish I & II)
	Tuesdays Sept.29-Dec.22 6:30-8:30pm (Italian I & II)
	Thursdays Sept.24-Nov.5 6:30-8:30pm (Medicare)
	Mondays Sept.28-Dec.14 6-8pm (Floral Design)
	Tuesdays Sept.29-Nov.3 6-8pm (Jewelry Design)
	Mondays Sept.28-Nov.16 6-8pm (Sewing)

Approved:

Felix M. Rodriguez

Kathleen M. Ouellette, Ed. D.  
Superintendent of Schools

RETURN TO MC SARNATARO

SEP 21 2015

SCHOOL PERSONNEL USE ONLYDATE: 9/17/15

TO: SCHOOL BUSINESS OFFICE

FROM: B. Post

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

NAME OF SCHOOL REQUESTED: WAMS☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Café/Rooms☒ APPROX  
STAGEDATES REQUESTED: 2/1/16 - 2/2/16FROM: 3:30 am/pm TO: 10:00 am/pm

FOR THE FOLLOWING PURPOSES:

PERFORMANCES OF MAINSTAGE  
SHOW - THE BIG KNIFEBRUCE POST

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.

RETURN TO MC SARNA TARD

SEP 21 2015

SCHOOL PERSONNEL USE ONLY

DATE: 9/21/15

TO: SCHOOL BUSINESS OFFICE

FROM:

Wams theatre - Smith

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

NAME OF SCHOOL REQUESTED:

WAMS

☒ Auditorium☐

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

DATES REQUESTED:

Dec 7<sup>th</sup>

Dec 12

FROM:

3:15

am/pm

TO:

9:00

am/pm

Saturday  
5pm open

FOR THE FOLLOWING PURPOSES:

Performance of Yes, Virginia the Musical

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.

RETURN TO MR. SARINATARO

SEP 17 2015

SCHOOL PERSONNEL USE ONLYDATE: 9/21/15

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS Theatre - Smith

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

NAME OF SCHOOL REQUESTED: WAMS☒ Apron Stage

Auditorium



Gymnasium



Swimming Pool



Café/Rooms

DATES REQUESTED: April 4 - April 9th, 2016FROM: 3:15

am/pm

TO: 9:00

am/pm

FOR THE FOLLOWING PURPOSES:

Performance of the Glass Menagerie

APPLICANT

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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.



RETURN TO MC SARMATA RD

SCHOOL PERSONNEL USE ONLYDATE: Sept 9, 2015

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS - Kyle Ondrush

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

NAME OF SCHOOL REQUESTED: WAMS☒ Atrium☐ Auditorium☐ Gymnasium☐ Swimming Pool☒ Café/RoomsDATES REQUESTED: March 30, 2016FROM: 4 am/pm TO: 8 am/pmFOR THE FOLLOWING PURPOSES:Annual faculty Murder MysteryDinner fundraiser for TLC and theclass of 2016  
APPLICANTPlease note the following provisions:

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

RETURN TO: MC SARNATA

SCHOOL PERSONNEL USE ONLYDATE: Sept 9, 2015

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS

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

NAME OF SCHOOL REQUESTED: WAMS☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Café/Rooms☒ Apron StageDATES REQUESTED: Nov 30, Dec 1-4FROM: 3<sup>15</sup> am/pm TO: 6<sup>30</sup> am/pm  
Dec 4 9 am (morning performance)

FOR THE FOLLOWING PURPOSES:

Annual 9th grade World History Monologue  
project  
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.

SCHOOL PERSONNEL USE ONLY

SEP 18 2015

DATE: 9-17-2015

TO: SCHOOL BUSINESS OFFICE

FROM: Lauren Lombardi

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

NAME OF SCHOOL REQUESTED: Rotella

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

*community Room*

DATES REQUESTED: 12-17 - 12-21

FROM: all day am/pm TO: all day am/pm

FOR THE FOLLOWING PURPOSES:

Student Holiday Shopping

Lauren Lombardi  
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.

SCHOOL PERSONNEL USE ONLY

DATE: 9-17-2015

TO: SCHOOL BUSINESS OFFICE  
FROM: Lauren Lombardi

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

NAME OF SCHOOL REQUESTED: Rotella

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Dec. 15, 2015 (snowdate Dec. 16, 2015)

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Family Art Night

Lauren Lombardi  
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.

SCHOOL PERSONNEL USE ONLY

DATE: 9-17-2015

TO: SCHOOL BUSINESS OFFICE

FROM: Lauren Lombardi

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

NAME OF SCHOOL REQUESTED: Rotella

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

*media center*

DATES REQUESTED: Nov. 17, 2015 (snow date Nov 18, 2015)

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

FOR THE FOLLOWING PURPOSES:

Family Technology Night

Lauren Lombardi  
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.



SCHOOL PERSONNEL USE ONLY

SEP 14 2015

DATE: 9/11/2015

TO: SCHOOL BUSINESS OFFICE  
FROM: Lauren Lombardi

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

NAME OF SCHOOL REQUESTED: Rotella

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 10/5/2015

FROM: 6:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Bullying Presentation for Parents  
Guest Speaker Detective Pete Morgan  
from Wtby PD

Lauren Lombardi  
APPLICANT

Please note the following provisions:

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

*Book*

SEP 17 2015

SCHOOL PERSONNEL USE ONLY

DATE: 9-18-2015

TO: SCHOOL BUSINESS OFFICE  
FROM: Lauren Lombardi

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

NAME OF SCHOOL REQUESTED: Rottellaw

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☒ Café/Rooms

DATES REQUESTED: April 13, 2016

FROM: 5 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

Family BINGO

Lauren Lombardi  
APPLICANT

=====

Please note the following provisions:

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

*Book*

9-18-2015

SCHOOL PERSONNEL USE ONLY

DATE: 9-18-2015

TO: SCHOOL BUSINESS OFFICE

FROM: Lauren Lambert

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

NAME OF SCHOOL REQUESTED: Rotella

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: March 16, 2016

FROM: 5 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

Family Reading Night

Lauren Lambert  
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.

SCHOOL PERSONNEL USE ONLY

DATE: 9-18-2015

TO: SCHOOL BUSINESS OFFICE

FROM: Lauren Lombardi

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

NAME OF SCHOOL REQUESTED: Rotella

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: February 17, 2016

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

FOR THE FOLLOWING PURPOSES:

Family Math Night

Lauren Lombardi  
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.

SEP 18 2015

SCHOOL PERSONNEL USE ONLY

DATE: 9-18-2015

TO: SCHOOL BUSINESS OFFICE

FROM: Lauren Lombardi

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

NAME OF SCHOOL REQUESTED: Rotella

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Jan 19, 2016 (snow date Jan 20th)

FROM: 5 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

Family Fitness Night

Lauren Lombardi  
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.



SCHOOL PERSONNEL USE ONLYDATE: 9/3/15

TO: SCHOOL BUSINESS OFFICE

FROM:

Carol Meglio PTO  
Terri Gradowski - School Liaison

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

NAME OF SCHOOL REQUESTED: Maloney Magnet☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED:

Oct. 22nd, 2015FROM: 1:30 am/pmTO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Maloney Fundraiser - Ziti DinnerCarol Meglio

APPLICANT

Fax to Sandy 203 - 574 - 8032

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.

SCHOOL PERSONNEL USE ONLYDATE: 9-14-15

SEP 15 2015

TO: SCHOOL BUSINESS OFFICE  
FROM: D. Bakewell

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

NAME OF SCHOOL REQUESTED: Sprague☐ Auditorium☒ Gymnasium☐ Swimming Pool☐ Cafeteria/Rooms

DATES REQUESTED:

Thursday, Oct. 22, 2015FROM: 5:30 am/pmTO: 7:00 am/pmFOR THE FOLLOWING PURPOSES:Family Harvest Night for Sprague  
School FamiliesHeidi Bakewell  
APPLICANTPlease note the following provisions:When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

CANCEL - Patriots

SEP 10 2015

SCHOOL PERSONNEL USE ONLYDATE: 9/9/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Maloney, Kazumi Yamashita - Iverson

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

NAME OF SCHOOL REQUESTED: Maloney Magnet School☐ Auditorium☐ Gymnasium☐ Swimming Pool☒ Café/RoomsRm. 109DATES REQUESTED: EVERY  
Thursdays October 8, 2015 - the end of the  
FROM: 3:45 am/pm TO: 5 am/pm school  
yearFOR THE FOLLOWING PURPOSES:We would like to hold a Japanese class for  
our alumni in Grades 6-12.Kazu Yamashita  
APPLICANTPlease note the following provisions:When the public is invited to an activity, police and fire departments must be notified.  
These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

SEP - 3 2015

DATE: 9-9-15

TO: SCHOOL BUSINESS OFFICE

FROM:

White Collar Union  
Ed Beauchemin

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

NAME OF SCHOOL REQUESTED:

Rotella

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

DATES REQUESTED:

THURS. OCT 22, 2015

FROM:

5:30 am/pm

TO:

8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Annual Membership Mtg.

Ed Beauchemin  
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.

SCHOOL PERSONNEL USE ONLY

SEP 16 2015

Date: 9/4/2015

TO: SCHOOL BUSINESS OFFICE

FROM: DUGGAN SCHOOL

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

NAME OF SCHOOL REQUESTED: DUGGAN SCHOOL

☒ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☒ Café/Rooms

DATES REQUESTED: 10/7/2015  
FROM: 4:30 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Parent Involvement event  
Book Bingo

Jina S. Puro

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.

8032.



SCHOOL PERSONNEL USE ONLY

Date: 9/14/15

TO: SCHOOL BUSINESS OFFICE

FROM: DUGGAN SCHOOL

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

NAME OF SCHOOL REQUESTED: DUGGAN SCHOOL

☒ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☒ Café/Rooms

DATES REQUESTED: Middle School Dance. 10/29/15  
FROM: 4:30 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Middle School Dance.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ina J. Peno.

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.

RETURN TO MC SARNATARO

SCHOOL PERSONNEL USE ONLY

DATE: 9/3/15

TO: SCHOOL BUSINESS OFFICE

FROM: KEVIN WALSTON

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms KI APRON STAGE

DATES REQUESTED: 5/16, 5/17, 5/18, 5/19, 5/20/16

FROM: 6:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

PRESENTATION OF GLOBAL LEADERSHIP  
INSTITUTE RESEARCH RESULTS

MR. WALSTON  
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.

SCHOOL PERSONNEL USE ONLY

SEP 10 2015

DATE: 9/8/15

TO: SCHOOL BUSINESS OFFICE

FROM: Rotella Magnet - Marly Parker

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

NAME OF SCHOOL REQUESTED: Rotella Magnet

☒ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Jan. 7, 2016

FROM: 9:00 am/pm

TO: 12:00 am/pm

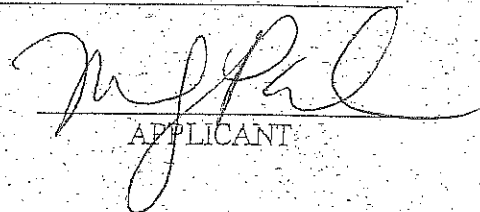
AND

5:00pm

8:00pm

FOR THE FOLLOWING PURPOSES:

Troupe Showcase Performances

  
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.

SCHOOL PERSONNEL USE ONLY

DATE: 9-10-15

TO: SCHOOL BUSINESS OFFICE

FROM: Mayer's Office

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: CROSBY

☒ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Wednesday, Oct. 21, 2015  
FROM 6:00 am/pm TO 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

Dept of Transportation Public  
Meeting Re: Route 8 Bypass

\*NEEDED

SCREEN  
PROJECTOR, laptop  
podium & mic

Joe Geary  
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 police and fire headquarters.

RETURN TO MR. SARNATAK

SEP 14 2015

SCHOOL PERSONNEL USE ONLYDATE: 9/14/15

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS Guidance

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Café/RoomsArtiumDATES REQUESTED: Nov 10, 2015FROM: 6

am/pm

TO: 8

am/pm

FOR THE FOLLOWING PURPOSES:College Financial Aid Night
  
 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.



RETURN TO MC SARNATA

SCHOOL PERSONNEL USE ONLYDATE: 9/9/15

TO: SCHOOL BUSINESS OFFICE

FROM: Habitat for Humanity WAMS CC  
Mr. Quattroocchi  
Katherine Ross

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Cafeteria/Rooms☒ AtriumDATES REQUESTED: 11/18/15FROM: 5:30 am/pmTO: 7:00 am/pmFOR THE FOLLOWING PURPOSES:Habitat for Humanity WAMS Campus Chapter Coffee  
House to raise money for HFHGA to help build  
homes in Greater WaterburyAPPLICANT  
Katherine RossPlease 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.

RETURN TO MR. SARNATARO

SCHOOL PERSONNEL USE ONLYDATE: 9/9/15

TO: SCHOOL BUSINESS OFFICE

FROM: Habitat for Humanity WAMS CC  
Mr. Quattricocchi  
Katherine Ross

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Café/Rooms☒ AtriumDATES REQUESTED: 2/10/16FROM: 5:30 am/pmTO: 7:00 am/pmFOR THE FOLLOWING PURPOSES:Habitat for Humanity WAMS Campus Chapter: "Songs from the Heart" Coffee-House to raise money for HFHGL to help build homes in Greater WaterburyAPPLICANT  
KSRPlease 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.

RETURN TO Ms. SARINATAYLO

SCHOOL PERSONNEL USE ONLYDATE: 9/9/15

TO: SCHOOL BUSINESS OFFICE

FROM: Habitat for Humanity WAMS CC  
Mrs. Quattronechi  
Kathleen Ross

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

NAME OF SCHOOL REQUESTED: Watkins Arts Magnet School☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Café/Rooms☒ AtriumDATES REQUESTED: 3/23/16FROM: 5:30 am/pmTO: 7:00 am/pmFOR THE FOLLOWING PURPOSES:Habitat for Humanity WAMS Campus Chapter Coffee  
House to raise money for HHGWA to help build  
homes in Greater WaterburyAPPLICANT  
KRPlease 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.

RETURN TO MR SARNATARO

SCHOOL PERSONNEL USE ONLYDATE: 9/9/15

TO: SCHOOL BUSINESS OFFICE

FROM: Habitat for Humanity WAHS CC  
Mr. Quatrocchi  
Katherine Ross

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School  
17 Cartyard☐ Auditorium☒ Gymnasium  
(Gymnas)☐ Swimming Pool☐ Cafeteria/RoomsDATES REQUESTED: 5/20/16FROM: 5:00 am/pmTO: 6:30 am/pmFOR THE FOLLOWING PURPOSES:Habitat for Humanity WAHS Campus Chapter Spring  
Carnival to raise money for HHGWA to help build  
homes in Greater WaterburyAPPLICANT  
Katherine RossPlease 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.

SCHOOL PERSONNEL USE ONLY

DATE: September 14, 2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo

-waterbury Adult Ed

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

NAME OF SCHOOL REQUESTED: West Side Middle School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool X ☒ Café/Rooms

DATES REQUESTED: Every Thursday starting October 1, 2015 for 10 weeks

12-3-15

FROM: 6:30 pm TO: 8:30 pm

FOR THE FOLLOWING PURPOSES:

Supper Club with Rose

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Marisa Mancini-Cavallo

\_\_\_\_\_  
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.

574-8032

SCHOOL PERSONNEL USE ONLY

DATE:

09/12/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo

from Wabury Adult Ed

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED:

Thursday October 8, 2015 and October 15, 2015

FROM: 6:00 pm pm

TO: 8:30 pm

FOR THE FOLLOWING PURPOSES:

Couponing 101 Class

*Marisa Mancini-Cavallo*  
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.



# SCHOOL PERSONNEL USE ONLY

DATE:

09/12/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo - Waterbury Adult Ed

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

NAME OF SCHOOL REQUESTED: Kennnedy High School \_\_\_\_\_

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    X ☒ Café/Rooms

DATES REQUESTED:

Every Tuesday September 29, 2015 thru October 27, 2015

FROM: 6:00 pm pm    TO: 8:30 pm

FOR THE FOLLOWING PURPOSES:

Black Jack Class

Marisa Mancini-Cavallo  
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.

SCHOOL PERSONNEL USE ONLY

DATE:

09/12/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo

*- Watelbury Adult + Ed*

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED:

*Tues,*

Monday October 26, 2015 and November 17, 2015

FROM: 6:00 pm

TO: 8:30 pm

FOR THE FOLLOWING PURPOSES:

Reverse Mortgages

*Marisa Mancini-Cavallo*  
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.

SCHOOL PERSONNEL USE ONLY

DATE:

09/12/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo

- Waterbury Adult + EA

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

NAME OF SCHOOL REQUESTED: Kennnedy High School

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED:

Every Monday from September 28, 2015 until December 21, 2015

FROM: 6:00 pm pm

TO: 8:00 pm

FOR THE FOLLOWING PURPOSES:

Taking Control of your Camera and Intermediate Photography and Workshop

*Marisa Mancini-Cavallo*  
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.

# SCHOOL PERSONNEL USE ONLY

DATE:

09/12/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo

-Waldbury Adult Ed

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

NAME OF SCHOOL REQUESTED: Kennnedy High School

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED:

Every Monday from September 28, 2015 until November 9, 2015.

FROM: 6:00 pm pm

TO: 8:0 pm

FOR THE FOLLOWING PURPOSES:

Excel

*Marisa Mancini-Cavallo*  
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.

# SCHOOL PERSONNEL USE ONLY

DATE:

09/12/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo

-Waterbury Adult Ed

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

NAME OF SCHOOL REQUESTED: Kennnedy High School

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED: Every Thursday from October 1, 2015 until November 5, 2015

FROM: 6:00 pm pm

TO: 8:0 pm

## FOR THE FOLLOWING PURPOSES:

Basic Computer Class

*Marisa Mancini-Cavallo*  
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.

# SCHOOL PERSONNEL USE ONLY

DATE:

09/12/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo

- Waterbury Jde H Ed

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED: Every Monday from September 28, 2015 until December 21, 2015

FROM: 6:30 pm pm

TO: 8:30 pm

## FOR THE FOLLOWING PURPOSES:

Meditation I and Meditation II

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.



# SCHOOL PERSONNEL USE ONLY

DATE:

09/12/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo - Waterbury Adult Ed

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

NAME OF SCHOOL REQUESTED: Kennedy High School \_\_\_\_\_

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    X ☐ Café/Rooms

DATES REQUESTED: Every Monday from September 28, 2015 until December 21, 2015

FROM: 6:30 pm TO: 8:30 pm

FOR THE FOLLOWING PURPOSES:

Spanish I and Spanish II

Marisa Mancini-Cavallo  
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.

# SCHOOL PERSONNEL USE ONLY

DATE:

09/12/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo

-Watersbury Adult + Ed

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED: Every Tuesday from September 29, 2015 until December 22, 2015

FROM: 6:30 pm pm

TO: 8:30 pm

## FOR THE FOLLOWING PURPOSES:

Italian I and Italian II

*Marisa Mancini-Cavallo*  
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.

SCHOOL PERSONNEL USE ONLY

DATE:

09/12/2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo

- Waterbury H&E

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

X

☐

Café/Rooms

DATES REQUESTED: 09/24/2015, 10/01/2015, 10/08/2015, 10/14/2015, 10/22/2015, 11/05/2015

FROM: 6:30 pm

TO: 8:30 pm

FOR THE FOLLOWING PURPOSES:

Enrichment Program Medicare 101

*Marisa Mancini-Cavallo*  
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.

## SCHOOL PERSONNEL USE ONLY

DATE: September 14, 2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo - Waterbury Adult Ed

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    X ☐ Café/Rooms

DATES REQUESTED: Every Monday starting September 28, 2015 for 12 weeks

FROM: 6:00 pm TO: 8:00 pm

FOR THE FOLLOWING PURPOSES:

Beginning and Advanced Floral Design

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Marisa Mancini-Cavallo

\_\_\_\_\_  
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.

## SCHOOL PERSONNEL USE ONLY

DATE: September 14, 2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo - *Waverbury Adult Ed*

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium    
 ☐ Gymnasium    
 ☐ Swimming Pool    
 X ☒ Café/Rooms

DATES REQUESTED: Every Tuesday starting September 29, 2015 for 6 weeks

FROM: 6:00 pm TO: 8:00 pm

FOR THE FOLLOWING PURPOSES:

Jewelry

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Marisa Mancini-Cavallo

\_\_\_\_\_  
APPLICANT

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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.

## SCHOOL PERSONNEL USE ONLY

DATE: September 14, 2015

TO: SCHOOL BUSINESS OFFICE

FROM: Marisa Mancini-Cavallo - *Waterbury Junior High*

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium    
 ☐ Gymnasium    
 ☐ Swimming Pool    
 X ☒ Café/Rooms

DATES REQUESTED: Every Monday starting September 28, 2015 for 8 weeks

FROM: 6:00 pm TO: 8:00 pm

FOR THE FOLLOWING PURPOSES:

Sewing

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Marisa Mancini-Cavallo

\_\_\_\_\_  
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.



#11

## COMMITTEE ON SCHOOL FACILITIES & GROUNDS

**WORKSHOP:** Thursday, September 24, 2015 (Driggs Sch.)  
**BOARD MEETING:** Thursday, October 1, 2015

**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.**

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
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### REQUESTING WAIVERS:

U.S. House of Rep. Congresswoman Esty	Crosby classrooms: Sat. Nov. 21st 10am-3pm 6 classrooms (Service academy nominations) (\$552.)
Grandville Academy Maurice Mosley	WAMS atrium, café, classrooms: Sat., Oct. 3rd 9am-2pm (grand opening of enrichment program) (\$420.)

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

Robert Goodrich R.A.C.C.E.	WAMS atrium: Wed., Oct. 21st 5:00-10:00pm (Mayoral Debate) (Radical Advocates for Cross Cultural Education)
Grandville Academy Maurice Mosley	Reed computer rm.: Oct. 19, 2015-May 2, 2016 5:00-6:00pm Mondays & Tuesdays (math enrichment) WAMS 8 classrooms & computer rm.: Oct. 6, 2015-May 3, 2016 Tuesdays 6:00-8:00pm (enrichment program)
St. Mary's School Brian Zaccagnini	Generali gym: Mon. thru Fri. Oct. 13, 2015-April 1, 2016 5:30-9:00pm (boys & girls basketball program)
Wtby. Basketball Academy Christopher Fisher	Chase gym: Mon, Wed, Fri. Oct. 5 – Dec. 30, 2015 5:30-7:00pm (basketball program)

**MONIES COLLECTED TO DATE:**

**\$ 22,839.75**

**Approved:**

\_\_\_\_\_  
**Felix M. Rodriguez**

\_\_\_\_\_  
**Kathleen M. Ouellette, Ed. D.**  
**Superintendent of Schools**

**These activities are completed and have been billed:**

Dancers, Inc.  
Triple Threat Dance Group

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 Congresswoman Elizabeth Esty NAME OF ORGANIZATION U.S. House of Representatives  
ADDRESS 114 W. Main St New Britain, CT TELEPHONE # 860-223-8412  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Crosby DATES 11/21/15 ROOM(S) 60  
OPENING TIME 10am CLOSING TIME 3pm PURPOSE Service Academy Nominations  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 STUDENTS 60  
CHILDREN \_\_\_\_\_  
SIGNATURE OF APPLICANT A. Heller DATE 9/14/15  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Alexandra Heller 114 W. Main St. New Britain, CT. 860 223 8412

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. AH (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE 252.-  
RENTAL FEES: \$10/PER HR PER RM. 300.-  
MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE) Rep: Elizabeth Esty will provide a Tort Insurance letter in lieu of a Certificate of Insurance.

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

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



APPLICANT/ORGANIZATION: Congresswoman Elizabeth Esty

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby High School

DATE(S): November 21, 2015

TIMES: 10am - 3pm

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

9/14/15  
Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ 300.00 Building Usage Fees      \$ 252.00 Custodial Fees      \$ \_\_\_\_\_ Security Deposit

BOARD USE ONLY

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

ATTEST: \_\_\_\_\_  
Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 05702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Maurice B Mosley NAME OF ORGANIZATION Granville Academy  
ADDRESS 66 Red Court Rd Wtby CT 06704 TELEPHONE # 203 598 4101 203 750 3879  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED WAMS DATES OCT 3 2016 ROOM(S) Sat  
OPENING TIME 9am CLOSING TIME 2pm PURPOSE Enrichment Program  
ADMISSION (if any) NA CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 75  
SIGNATURE OF APPLICANT [Signature] DATE September 4, 2015  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Maurice Mosley (see above)

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

SCHEDULE OF RATES; CUSTODIAL FEES:

\$42/HR plus 1 HR service persons (#420)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-5210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

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

APPLICANT/ORGANIZATION: Coranville Academy

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Cafeteria, Atrium, 8 classrooms, computer room, apron stage when available

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): Sat. Oct. 3<sup>rd</sup>

TIMES: 9 AM - 2 PM

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

9/4/15  
Date

[Signature]  
Signature

**OFFICE USE ONLY**

List total cost of fees being requested to be waived:

\$ _____	\$ <u>420.</u>	\$ _____
Building Usage Fees	Custodial Fees	Security Deposit

**BOARD USE ONLY**

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

ATTEST: \_\_\_\_\_  
Clerk, Board of Education



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 Robert T Goodrich NAME OF ORGANIZATION R.A.C.C.E.  
ADDRESS 14 STANROD AVE WTRY CT 06704 TELEPHONE # (203) 597-7456  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED W.A.M.S. DATES OCT. 21<sup>ST</sup> 2015 ROOM(S) ATRIUM  
OPENING TIME 5:00PM CLOSING TIME 10:00PM PURPOSE MAYORAL Debate  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 200 CHILDREN 20  
SIGNATURE OF APPLICANT Rt M. Goodrich DATE 8/23/15  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.  
A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)  
IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.  
THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.  
CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.  
POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452  
CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).  
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)  
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.  
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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

## DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

## SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

CONTRACT#

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Maurice B Mosley NAME OF ORGANIZATION Granville Academy  
ADDRESS 66 Redcoat Rd - Wthby 06704 TELEPHONE # 203 598 7101 - 2627563  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Reed DATES See attached ROOM(S) computer room 79  
OPENING TIME 5pm CLOSING TIME 6pm PURPOSE Math enrichment 1-4th graders  
ADMISSION (if any) NA CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 25  
SIGNATURE OF APPLICANT [Signature] DATE September 4, 2015  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Maurice B Mosley (see above)

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

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

Reet Atty. K. H. L. S.

Oct 19, 20, 26, 27

Nov 2, 9, 10, 16, 17, 23, 30

Dec 1, 7, 8, 14, 15, 21, 22

Jan 4, 5, 11, 12, 19, 25, 26

Feb 1, 2, 8, 9, 22, 23, 29

Mar 1, 7, 8, 14, 15, 21, 22, 28, 29

Apr 4, 5, 11, 12, 25, 26

May 2, 3

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 Maurice B Mosley NAME OF ORGANIZATION Gannville Academy  
ADDRESS 66 Red Coat Rd Waterbury CT 06704 TELEPHONE # 203 5984101 - 203 7563879  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED WAMS DATES See attached ROOM(S) See attached  
OPENING TIME 6pm CLOSING TIME 8pm PURPOSE Enrichment Program  
ADMISSION (if any) NA CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 75  
SIGNATURE OF APPLICANT [Signature] DATE September 4, 2015

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

Maurice Mosley (see above)

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

SCHEDULE OF RATES; CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_

INSURANCE COVERAGE \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

WAMS

October 3, 2015 Grand opening 9am to 6pm

WAMS

- October 6, 2015 - Regular Session (WAMS @ 6 PM)
- October 20, 2015 - Regular Session (WAMS @ 6 PM)
- November 17, 2015 - Regular Session (WAMS @ 6 PM)
- December 1, 2015 - Regular Session (WAMS @ 6 PM)
- December 15, 2015 - Regular Session (WAMS @ 6 PM)
- January 5, 2016 - Regular Session (WAMS @ 6 PM)
- January 12, 2016 - Regular Session (WAMS @ 6 PM)
- January 26, 2016 - Regular Session (WAMS @ 6 PM)
- February 9, 2016 - Regular Session (WAMS @ 6 PM)
- February 23, 2016 - Regular Session (WAMS @ 6 PM)
- March 8, 2016 - Regular Session (WAMS @ 6 PM)
- March 22, 2016 - Regular Session (WAMS @ 6 PM)
- April 5, 2016 - Regular Session (WAMS @ 6 PM)
- April 19, 2016 - Regular Session (WAMS @ 6 PM)
- April 26, 2016 - Regular Session (WAMS @ 6 PM)
- May 3, 2016 - Regular Session (WAMS @ 6 PM)

Same address

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#

SEP 22 2015

APPLICANT Brian Zaccagnini NAME OF ORGANIZATION ST. MARY School

ADDRESS 43 Cole st Waterbury CT 06705 TELEPHONE # 203-206-3063  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Generali DATES Oct 12, 2015 to April 2016 ROOM(S) Gym.

OPENING TIME 5<sup>30</sup> CLOSING TIME 9<sup>00</sup>pm PURPOSE Basketball

ADMISSION (if any) None CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20

SIGNATURE OF APPLICANT [Signature] DATE 9/9/15

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

Brian Zaccagnini (203) 206-3063, Eric Parks (203) 528-1776, Tim Marci (203) 233-5878

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. BZ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

Monday  
Three  
Friday

Oct. 13<sup>th</sup>  
to  
Apr. 1<sup>st</sup>



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#

850 22 2015

APPLICANT Christopher Fisher NAME OF ORGANIZATION WTBY Basketball academy  
ADDRESS 41 Buckland Drive, WTBY, CT, 06704 TELEPHONE # 203-982-4679  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Chase DATES 10/5 - 12/30 ROOM(S) Gym  
OPENING TIME 5:00 CLOSING TIME 6:30 PURPOSE Basketball workout  
ADMISSION (if any) none CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 1 CHILDREN 3  
SIGNATURE OF APPLICANT Chris Fisher DATE 8/7/15

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

Christopher Fisher, 41 Buckland Drive, 203-982-4679

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. CF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

Mon  
Wed  
Fri day

#12a

EDUCATION  
WATERBURY PUBLIC SCHOOLS  
Early Childhood Education  
SECRETARY II

**General Statement of Duties:**

Perform a full range of professional, secretarial and clerical support. Also to furnish the public and staff with courteous, effective and timely information and service.

**Specific Examples of Duties: (Not limited to those listed below)**

Reviews, sorts and distributes mail. Maintains financial reports and cost records of the department. Serves as a receptionist, greeting the public, answering the phones and handling routine inquiries. Operates standard office machines. Performs basic and complex processing task, such as sorting, numbering, coding, and filing forms and documents. Attends meetings and conferences as needed. Maintains inventory and orders supplies. Reviews information and material for accuracy and completeness. Complies and maintains payroll for entire program. Organizes and schedules meetings, workshops and interviews for the program. Handles classified material to ensure confidentiality. Sends notices to parents in a timely fashion for activities within the program. Maintain records of State, local and federal reports and budgets. Orders supplies for classroom and office. Performs other related duties as assigned by the supervisor of Early Child Education and the District CEU and TEAM facilitator

**Qualifications:**

Knowledge of general office principles and procedures utilizing IBM compatible computers (Windows 2000, Excel, Access, PowerPoint, Internet, etc). Excellent communication, interpersonal and telephone skills. Knowledge of Data Base Entry. Ability to develop and maintain filing system. Familiar with business communications and business mathematics. Ability to schedule and Prioritize. Some bookkeeping knowledge helpful with ability to work on multiple tasks. Must employ good judgment, tact and courtesy. Ability to perform tasks with little or no supervision. Candidate must have three or more years experience in clerical/secretarial work. College training in Business or Secretarial Science may be substituted for general office experience.

**Work Year/Hours:** 12 month position 35 hours per week

**Salary:** Per UPSEU contract Secretary II - \$13.88 per hour with benefits

This is a unionized, grant funded position that exists as long as funds are available.

**To Apply:** Please submit letter of intent, resume, non-certified application and three references to:

James A. Murray  
Personnel-Education  
236 Grand Street  
Waterbury, CT 06702

**Closing Date:** 08/14/2015

Revised July 1, 2013

WATERBURY PUBLIC SCHOOL DISTRICT  
236 GRAND STREET, WATERBURY, CT 06702

APPLICATION FORM  
FOR NON-CERTIFIED POSITIONS

Position Applied For:

Secretary II Medicaid Office

Applicant is requested to answer each question completely and accurately. Application may be rejected or receive a lower evaluation because items are incomplete or omitted.

PLEASE TYPE OR PRINT LEGIBLY IN INK

Name Rodriguez Jessie  
Last First M. I.

Address 52 Ridge Street  
No. Street

Home Phone (203) 561-9252

City, State, Zip Waterbury, CT 06706

Work Phone ( )

Mailing Address

(If different from above)

THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES" OR "NO"  
GIVE DETAILS IN SPACE BELOW

Are you eligible to work in the United States? Yes ☒ No ☐

Have you ever been dismissed from employment for cause? Yes ☐ No ☒  
If so, explain and state which jobs below.

Have you ever been convicted of an offense against the law  
(including military offenses), are you now under charges of any offense against the law? Yes ☐ No ☒

If your answer is "Yes," give details below, Show: date, charge, place, court and disposition.

NOTE: a conviction per se is not a disqualifying factor. What you were convicted of, and how long ago are important. Give all the facts so that a decision can be made.

EXPLANATIONS TO QUESTIONS ABOVE (Use additional paper if necessary)

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse.

Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your signature on this form is your consent to the drug test.

**Jessica Rodriguez**

52 Ridge Street, Waterbury, CT 06706 (203) 560-9252  
Jessy198051@yahoo.com

August 17, 2015

James A. Murray, PHR  
Personnel-Education  
236 Grand Street  
Waterbury, CT 06702

Re: Secretary II-ECEP

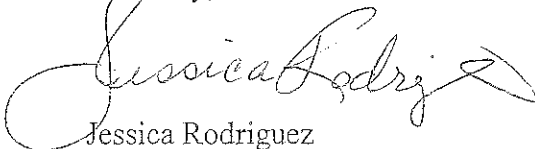
To Whom It May Concern:

I am writing to express my interest in the Secretary II-ECEP position within the Waterbury School District. I currently hold a position as a recreational specialist in the 21<sup>st</sup> Century Afterschool Program at Wilson School.

On my resume I would like to highlight the positions I have held which I feel demonstrate my skills as they relate to the secretary II position. During my role as senior coordinator at the Rivera Memorial I had to juggle many responsibilities which included answering phones, monitoring and updating the office calendar, collecting and submitting timesheets for staff, and inputting payroll hours in the computer. Maintaining records and monitoring office supply and kitchen inventory were also required duties. This position in addition to the other positions I have held required that I have exceptional communication skills in order to be effective which I feel demonstrate my amiable personality and ability to convey my ideas to others.

I believe my previous experiences have equipped me with the skill set necessary to fulfill the role of Secretary II. Thank you in advance for your consideration. I look forward to the opportunity to discuss a position further with you in person.

Sincerely,



Jessica Rodriguez

## EMPLOYMENT HISTORY

Describe your employment history in detail under the headings below, starting with your present or last employer and list in reverse order. Indicate the nature of the work personally performed by you. If two or more positions were held during the same period of time, show the proportion of time spent at each. If your title and duties changed materially in the course of your service in any one organization indicate such changes clearly and as separate employments.

### PRESENT OR LAST EMPLOYER

City of Waterbury (21 Century Program) <sup>Education</sup>		573-6345	
Name of Employer		Birch St. Phone	
Wilson Elementary School		CT 06704	
Address		City State Zip	
Dates of Employment: From (Mo/Yr)	Title of Position		
3/2014	Recreational Specialist - Tina Jarvinen		
To (Mo/Yr)	Description of Duties, Responsibilities, and Significant Accomplishments		
Currently Employed	Conducts gym activities and programs for small and large groups of students. Provide instruction for multiple classes including but not limited to: arts + crafts, music, dance. Assists teachers in educational settings providing homework support, transferring students between activities and other duties assigned. Supervise students on field trips.		
Salary: Starting	\$12.00		
Ending	\$12.00		
No. of Hours Worked Weekly:	10 - 15 hrs		
Reason for Leaving			

### PRIOR EMPLOYER

B.A.G.S. Foundation		(203) 574-8342	
Name of Employer		Phone	
135 East Liberty Street		Waterbury CT 06706	
Address		City State Zip	
Dates of Employment: From (Mo/Yr)	Title of Position		
3/2014	Performing and Industrial Arts Coordinator - Abdulla Johnson		
To (Mo/Yr)	Description of Duties, Responsibilities, and Significant Accomplishments		
11/2014	Assisted with students in after school program. Assisted staff in computer room by helping students with their projects. Kept track of staff and students attendance by utilizing a computer based program. Generated attendance reports. Assisted students daily w/ life skills and supervised all gym activities. Provided coverage for program director when needed. Assisted staff in Summer program.		
Salary: Starting	\$10.00		
Ending	\$11.00		
No. of Hours Worked Weekly:	Reason for Leaving		

## PRIOR EMPLOYER

Name of Employer <u>Rivera Memorial Foundation</u>		Phone <u>(203) 850-3915</u>	
Address <u>Cherry Street</u>		City <u>Waterbury,</u>	State <u>CT</u>
		Zip _____	
Dates of Employment: From (Mo/Yr) <u>01/2014</u> To (Mo/Yr) <u>06/2014</u>	Title of Position <u>Senior Coordinator - Maritza Rivera</u>		
Description of Duties, Responsibilities, and Significant Accomplishments <u>Assisted and supported intern staff as needed</u> <u>Monitored the main entrance and gym</u> <u>activities for student safety. Answered phones.</u> <u>monitored and updated office calendar, collected</u> <u>timesheets, processed payments for students, maintained records</u> Reason for Leaving <u>(Seasonal) Maintained office supply inventory.</u>			
Salary: Starting <u>\$12.00</u> Ending <u>\$12.00</u>			
No. of Hours Worked Weekly: <u>15</u>			

## EDUCATION

Indicate Last Grade Completed	Name and Address of High School Last Attended	Date of Graduation or G.E.D. Awarded
<u>12</u>	<u>Sacred Heart High School</u>	<u>Graduation 1999</u>

Name of College Business or Technical Schools Attended	Address	Dates of Attendance	Number of Credits Completed	Type of Degree	List Major Subjects
	<u>Post University,</u>	<u>2000 -</u>	<u>in progress</u>	<u>BA</u>	<u>Sociology</u>
	<u>Country Club Rd</u>		<u>150</u>	<u>Criminal Justice</u>	

If you have any additional education or experience, or have taken SPECIAL COURSES, list these below. Please include: Where acquired and the total number of hours involved.

TCT Restraint Certificate (Wellpath/Wellness)  
First Aid, CPR, AED Certified 2014  
Food Safety Certificate 2010

How did you learn of the employment opportunity for which you are applying?

Newspaper ☐
 Radio ☐
 Job Service ☐
 Current Employer ☒
 Job Posting ☒
 Professional Journal ☐
 Other \_\_\_\_\_

For equal opportunity purposes, we are requesting the following information. This information is optional and will only be used to comply with Federal Equal Employment reporting requirements and for test validation purposes. Please check the appropriate groups below:

Female ☒
 White ☐
 Black ☐
 Asian (Pacific Islander) ☐
 Hispanic ☒
 Native American ☐

Male ☐
 Other (specify) \_\_\_\_\_

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

Date 9/11/2015

Signature Jessica Lopez



# Jessica Rodriguez

52 Ridge Street, Waterbury, CT 06706 (203) 560-9252  
Jessy198051@yahoo.com

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## Education

Post University, Country Club Road - Waterbury, CT  
Major: Sociology/Criminal Justice

*In Progress*

Sacred Heart High School, Waterbury, CT

1999

## Professional Work Experience

21<sup>st</sup> Century After-school Recreational Program  
*Recreational Specialist*

03/15-present

- Conducts gym activities and programs for small and large groups of students (elementary grade level)
- Provides instruction for multiple classes including but not limited to: arts and crafts, music, dancing
- Assists teachers in educational settings providing homework support, transferring of students between activities, and other duties as assigned
- Assists with planning and coordination of evening programs such as Invention Convention, Spark Night, and Science Night
- Supervises students on field trips to various educational settings

B.A.G.S. Foundation – Waterbury CT  
*Performing Arts and Industrial Arts Instructor*

03/14 – 11/14

- Assisted with students after school program
- Assisted staff in computer room by helping students with their homework and computer questions
- Kept track of staff and students attendance by utilizing a computer based program
- Generated attendance reports and payroll reports for supervisor
- Assisted students with daily homework and supervised all gym activities
- Provided coverage for Program Director when needed

Rivera Memorial Foundation – Waterbury CT  
*Senior Coordinator*

01/14 - 06/14

- Assisted and supported intern staff as needed
- Monitored the main entrance and gym activities for student safety
- Answered phones, monitored and updated the office calendar, collected and submitted timesheets for staff, and inputted payroll hours in computer
- Processed payments for student programming and maintained records
- Maintained communication with students and their families
- Maintained office supply inventory as well as kitchen supply inventory
- Supervised use of the gym facility

City of Waterbury – Waterbury, CT  
*Recreational Leader-River Baldwin Recreational Center*

06/13 – 05/14

- Assist with payroll, interns, and clients
- Clerical duties, typing, order office supplies
- Coordinated use of facility by outside organizations.

Wellmore (formerly Wellpath)  
Childcare Worker

10/09-04/11

- Supervised 9-13 year old clients in group home setting
- Implemented behavior plans and filed daily reports for clients
- Prepared meals and supervised mealtime and clean-up
- Supervised activities and transported clients to home visits, doctor appointments, and school
- Performed TCI restraints as needed to ensure client safety

Allard Family  
Nanny

08/07-08/09

- Supervised 8 week old infant and 1 ½ year old child in home as well as outside of home
- Transported to a variety of activities outside of the home included but not limited to doctor appointments, recreational activities etc.
- Maintained monthly calendar of activities
- Supervised recreational and educational activities such as drawing, painting, reading, writing, music etc.
- Prepared meals regularly and performed household chores

Wee Care Nursery and Daycare  
Childcare Taker and Assistant Teacher

09/04 – 08/09

- Supervised and monitored the safety of infants and children-range in age from 8 weeks through age 6
- Prepared meals and organized mealtimes and snacks for children assisted with eating as needed
- Helped children keep good hygiene
- Changed the diapers of infants and toddlers as needed
- Organized developmentally appropriate activities that allowed children to learn about the world and explore interests
- Developed schedules and routines to ensure that children have enough physical activity, rest, and playtime
- Watched for signs of emotional or developmental problems in children and bring any concerns to the attention of parents
- Kept records of children's progress, routines, and interests

### Certifications

TCI Restraint Certificate (Wellpath)	2010
First Aid, CPR, AED Certified	2014
Food Safety Certificate	2010

### Skills

- Bilingual-Bicultural (intermediate level Spanish Speaker)
- Ability to work independently and as part of a team
- Excellent organizational skills
- Self- motivated and enthusiastic
- Proficient in use of Microsoft Office, Excel, Outlook, PowerPoint
- Strong written and oral communication skills
- Exceptional attention to detail and interpersonal skills
- Flexible

## References

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Betzida Vega – *Supervisor, 21<sup>st</sup> Century Afterschool Recreational Program*  
Contact Number: 203-598-4096

Tina Jacovino – *Grants Coordinator, City of Waterbury*  
Contact Number:

Maritza Rivera – *Supervisor, Rivera Memorial Foundation*  
Contact Number: 203-850-3915