

# *Board of Education*

## REGULAR MEETING

Thursday, December 21, 2023 – 5:30 p.m.

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

*This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at [https://youtu.be/y7fE6bsH\\_5k](https://youtu.be/y7fE6bsH_5k)*

## A G E N D A

### **1. Silent Prayer**

### **2. Pledge of Allegiance to the Flag**

### **3. Roll Call**

### **4. Communications**

- a) Copy of communication dated November 1, 2023 from Civil Service certifying Edward Mendes for the position of Maintainer I.
- b) Copy of revised communications dated November 1, 2023 from Civil Service certifying Ana Mateo, Melanie Lopez, Crystal Betancourt, Melissa Rodriguez, for the position of Paraprofessional II.
- c) Copy of communication dated November 6, 2023 from Civil Service certifying Michelle Espinal for the position of Paraprofessional I.
- d) Copy of communications dated November 6, 2023 from Civil Service certifying Guitana Godfrey, Wallace Wiggins, and Ruben Vargas, for the position of Maintainer I.
- e) Copy of communication dated November 6, 2023 from Civil Service certifying Shannon Matthews for the position of Paraprofessional II.
- f) Copy of communications dated November 8, 2023 from Civil Service certifying Joao De Brito Gomes for the position of Maintainer I, David Gomez for the position of Paraprofessional II, and Ronald Rinaldi for the position of Electrical Foreman.
- g) Copy of communication dated November 9, 2023 from Civil Service certifying Christopher Nicholson, Flavio Tenecela for the position of Maintainer I.
- h) Copy of communications dated November 9, 2023 from Civil Service certifying Erik Anderson, Jr. and Kevin Pratt for the position of Electrician.
- i) Communication from Paul Buzzelli, Finance and Audit Review Commission Chairman, regarding City of Waterbury Trade Accounts and Operations Audit.
- j) Copy of communication dated November 14, 2023 from Civil Service certifying Newton Mitchell for the position of Maintainer III.
- k) Copy of communication dated November 14, 2023 from Civil Service to Monica Ramos regarding transfer.
- l) Copy of communications dated November 14, 2023 from Civil Service to Valery Montalvo Nazario, Adrianna Castillo, Rhoda Williams, and Nely Toledo Cabrera regarding offer of employment for the position of Food Service Worker.
- m) Copy of communication dated November 21, 2023 from Civil Service to Elena Proano-Bastidas regarding offer of employment for the position of Food Service Worker.
- n) Copy of Agenda materials submitted by Commissioner Brown from the November 30, 2023 Good Jos Liaison Committee meeting.
- o) Email communication dated November 10, 2023 from CABA regarding Policy Highlights.
- p) Copy of communication dated November 27, 2023 from Civil Service certifying Daryl Green for the position of Maintainer I.
- q) Copy of communications dated November 27, 2023 from Civil Service certifying Marcia Jolly and Elaine Lepore for the position of Cafeteria Manager.
- r) Communication dated November 28, 2023 from Louise Allen Brown regarding Waterbury ARPA Right to Read Grant.
- s) Copy of communication dated November 28, 2023 from Civil Service certifying Claudia DeMatteis for the position of Dietician.
- t) Copy of communication dated November 28, 2023 from Civil Service certifying David Santos for the position of Maintainer I.
- u) CABA December 2023 Liaison Newsletter.
- v) Copy of communications dated December 4, 2023 from Civil Service certifying Christopher Suarez and Kelsee Warzecha for the position of Accountant II.



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

**6. *Superintendent's Announcements***

**7. *President's Comments***

**8. *Student Representative Comments***

**9. *Consent Calendar***

9.1 *Committee of the Whole:* Request approval of Amendment One (1) to the Memorandum of Understanding/Program Acknowledgement with Connecticut Military Department for STARBASE CT.

9.2 *Committee on Finance:* Request approval of Amendment One (1) to the Professional Services Agreement with Varsity Tutors for Schools LLC for elementary math and reading virtual tutoring.

9.3 *Committee on Finance:* Request approval of a Statement of Agreement with Capital Region Education Counsel (CREC) for Parent Teacher Home Visiting Program implementation.

9.4 *Committee on Finance:* Request approval to apply for the Connecticut Department of Energy & Environmental Protection, Public Utilities Regulatory Authority "Public Educational and Governmental Programming and Education Technology Investment Account" (PEGPETIA) Grant 2024.

9.5 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.

9.6 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

**10. *Items removed from Consent Calendar***

**11. *Committee of the Whole*** – Vice President Brown

11.1 School Administrators of Waterbury (SAW) Collective Bargaining Agreement.

11.2 Request of Representative Geraldo Reyes, Jr. to rename International Dual Language School "Roberto Clemente International Dual Language School".



## **12. Committee on Finance – Commissioner Orso**

- 12.1 Request approval of a Professional Services Agreement with Franklin Covey Client Sales, Inc. for Leader in Me Software.
- 12.2 Request approval of Amendment Two to the Professional Services Agreement with Brightly Software f/k/a Dude Solutions Amendment.

## **13. Superintendent's Notification to the Board**

### **13.1 Athletic appointments:**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Conte, Joseph	Intra-District Head Boys' Volleyball Coach	WCA	03/16/24
Dickey, Ryan	Head Boys Swimming Coach	KHS	11/25/23
Drewry, Emily	Intra-District Head Girls' Soccer Coach	KHS	03/16/24
Hibbert, Alethia	Intra-District Head Boys' Volleyball Coach	KHS	03/16/24
Piccolo, Carla	Intra-District Head Boys' Volleyball Coach	WHS	03/16/24
Scialla, Marlena	Assistant Indoor Track Coach	KHS	11/30/23
Sturdivant, Jason	Head Girls Basketball Coach	WCA	11/27/23

### **13.2 Grant funded appointments:**

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Alers-Alves, Marissa	Parent Liaison WAMS	FT	\$20.06/hr	UPSEU 69	Title I/DW 23-25	11/9/23
Bard, Charlotte	Tutor Chase	PT	\$34/hr	NONBOE	Title I/A 23-25	11/09/23
Beltre-Marmolejos, Cesar	Office Manager Human Capital	FT	\$20/hr	UPSEU 69	Title II/A District 23-25	11/09/23
Broughton, Michael	Computer Instr. Asst - Chase	FT	\$15/hr	F UPSEU 69	General Fund	11/16/23
Gibson, Wanda	Crossing Guard Walsh	PT	\$15/hr	SCG	General Fund	11/16/23
Hayes, Debra	Family Resource Center Coord.	FT	\$28/hr	F UPSEU 69	FRC 23-24	11/30/23
Katz, Cheryl	College and Career Coord. WAMS/WCA	FT	\$28/hr	F UPSEU 69	ESSER II 21-24	11/09/23
Lee, Ellen	Tutor Chase	PT	\$34/hr	NONBOE	Title I/A 23-25	11/09/23
Orta de Garcia, Yohanny	Tutor International	PT	\$25/hr	NONBOE	Title II/A 23-25	11/16/23
Ortiz, Christopher	Non-Certified Instr. Adult Ed	PT	\$25/hr	NONBOE	Adult Ed 23-24	11/09/23
Scalzo, Timothy	Audio, Visual and Lighting Tech WAMS	FT	\$18/hr	F UPSEU 69	WAMS 23-24	12/07/23



Steele, Cimone	Hall Monitor Crosby	PT	\$105/day	NONBOE	SIG 7 CHS 23-25	11/20/23
Wright, Samantha	Parent Liaison Reed	FT	\$20.06/hr	UPSEU 69	Title I/A 22-24	11/16/23

### 13.3 Miscellaneous after-school program appointments:

<u>Name/Position</u>	<u>Program</u>
Castellone, Tyler – Teacher	Academic Academy – 21 <sup>st</sup> Century
De Santis, Paula – Teacher	
Fengeler, Jessica – Teacher	
McCue, Erin - Teacher	
Arroyo, Maria – Rec. Specialist	Bucks Hill – 21 <sup>st</sup> Century
Fiore, Patience	Maloney After School Admin. Sub.

### 13.4 Miscellaneous appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Banks, Melissa	Social Studies Content Coordinator	WMS
Santana, Zulma	MTSS Coordinator	WHS – CN
Aguirre-Galan, Ashley	Mastery Based Learning Panel	CHS & Enlightenment
Andrezjewski, Elizabeth	Mastery Based Learning Panel	CHS
Bayliss, Michelle	Mastery Based Learning Panel	CHS & Enlightenment
Christopher, James	Mastery Based Learning Panel	CHS & Enlightenment
Donofrio, Christi	Mastery Based Learning Panel	CHS & Enlightenment
Forte, Diane	Mastery Based Learning Panel	CHS
Graffam, Korena	Mastery Based Learning Panel	CHS & Enlightenment
Massicotte, Tracy	Mastery Based Learning Panel	CHS
McGuire, Elona	Mastery Based Learning Panel	CHS & Enlightenment
Mead, Christine	Mastery Based Learning Panel	CHS & Enlightenment
Joseph Perusse, Joseph	Mastery Based Learning Panel	Enlightenment (WHS)
Hinton, Marci	Mastery Based Learning Panel	Enlightenment (WHS)
Sincuir, Silvia	Mastery Based Learning Panel	Enlightenment (WHS)
Henson, Elizabeth	Mastery Based Learning Panel	Enlightenment (WHS)
Riddick, Deandre	Mastery Based Learning Panel	Enlightenment (WHS)
Kelly, Wendy	Mastery Based Learning Panel	Enlightenment (WHS)
Donohue, Kelly	Mastery Based Learning Panel	Enlightenment (CHS)
Genua, Jerry	Mastery Based Learning Panel	Enlightenment (CHS)
Vilardo, Maria	Mastery Based Learning Panel	Enlightenment (CHS)
Ferrari, Lindsay	Mastery Based Learning Panel	Enlightenment (WCA)
Freitas, Ashley	Mastery Based Learning Panel	Enlightenment (WCA)
Obrien, Kendra A.	Mastery Based Learning Panel	Enlightenment (WCA)
Sejdaras, Benjola	Mastery Based Learning Panel	Enlightenment (WCA)
Germain, Ben	Mastery Based Learning Panel	State Street
Byron, Danielle	Curriculum Writing	Secondary Math
Scialla, Marlana	Curriculum Writing	Secondary Math
Sullivan, Carly	Curriculum Writing	Secondary Math



13.5 Extended School Hours (ESH) and Priority School District (PSD) program appointments:

<u>School</u>	<u>Last name</u>	<u>First Name</u>	<u>Assignment</u>
Driggs	Sam	Hannah	Sub Administrator
	Pastore-Quezada	Paula	Teacher
	Gomez	Bridgett	Sub Administrator
Walsh	Laird	Jennifer	Sub Teacher
Washington	Nguyen	Karena	Sub Teacher
	Santos	Melanie	Sub Teacher
Wilson	Feest	Katie	Admin/lead
	Geci	Rayae	Teacher
	Jones	Cathy	Sub Teacher
	Lopez	Melissa	Teacher
	Trigueiro	Mariana	Teacher
International	Rodriguez, Velez	Nanichi	Teacher (PSD)

13.6 Rotella After School Program Session Two (Enrichment and Academic) appointments:

<u>Teachers</u>	<u>Administrator</u>
Marly Parker (W & Th.)	Carla Cruess
Julia Matthews (W & Th.)	Robin Henry
Mary Monroe (M – Th.)	Dana Wallace/Sub
Jeanne Stevens (M & T)	Angela Heidgerd/Sub
Alexus Lee (M & T)	
Jennifer DeJesus (W & Th.)	<u>AV Tech</u>
Stephanie Heckman (W & Th.)	Antonio Coles (W & Th.)
Lyndsy Ignacio (W & Th.)	
Krista Zaccagnini (W & Th.)	<u>Clerical</u>
Rebecca Hanlon (W & Th.)	Shonda Wiggins
<u>Teacher Subs</u>	<u>Paras</u>
Dawn Biolo	Rebecca James (M – Th.)
Jennifer DeJesus	Greta Monteiro (M – Th.)
Lyndsy Ignacio	
Monica Santovasi	
Odet Simoes	
Jeanne Stevens	

13.7 Clean Opening Transfers:

Voluntary immediate transfers 2023-24 SY:

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM: Previous Location</u>	<u>TO: New Location (Permanent)</u>	<u>EFFECTIVE</u>
Albino	Christine	Driggs Literacy Title I	Tinker Lit. Facilitator	1/8/2024
Kontulis-Trentacosta	Krista	Driggs Gr 5	DW STEM Coach	2023-24 SY

Voluntary Clean opening transfers 2023-24 SY:

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM: Previous Location-temporary</u>	<u>TO: New Location-Permanent</u>	<u>EFFECTIVE</u>
Aguirre-Galan	Ashley	CHS Special Ed HS	CHS Special Ed HS	2024-25 SY



Ahmeti	Zhenita	Generali ESL	Generali ESL	2024-25 SY
Albanese	Ellen	Kingsbury Gr 3	Kingsbury Gr 3	2024-25 SY
Ariola	Jennifer	Wendell Gr K	Wendell Gr K	2024-25 SY
Arisian	Michael	Enlightenment/State Street Split ESL	Enlightenment/State Street Split ESL	2024-25 SY
Baranowski	Judith	DW Psychologist	DW Psychologist	2024-25 SY
Barisha	Karen	Wilson Gr 5	Wilson Gr 5	2024-25 SY
Beahm	Rosemarie	CHS Guid. Counselor	CHS Guid. Counselor	2024-25 SY
Benton	Emily	KHS Math HS	KHS Math HS	2024-25 SY
Beveridge	Gabrielle	Reed Gr 5	Reed Gr 5	2024-25 SY
Bhatnagar	Sonali	Reed Library Media Specialist	Reed Library Media Specialist	2024-25 SY
Bond	Troy	Academic Academy ELA/Science Gr 6	Academic Academy ELA/Science Gr 6	2024-25 SY
Branco	Sofia	DW Social Worker	DW Social Worker	2024-25 SY
Brown	Aisha	DW Social Worker	DW Social Worker	2024-25 SY
Bruce	Jamel	WHS Special Ed - BDLC	WHS Special Ed - BDLC	2024-25 SY
Bruch	Franklyn	Enlightenment Literacy Title I HS	Enlightenment Literacy Title I HS	2024-25 SY
Burgess	Susan	Acad. Academy Gr 5	Acad. Academy Gr 5	2024-25 SY
Caplash	Shobhna	WHS Special Ed HS - Essential Skills	WHS Special Ed HS - Essential Skills	2024-25 SY
Capobianco	Olivia	Gilmartin Special Ed SCOPE	Gilmartin Special Ed SCOPE	2024-25 SY
Carangelo	Casey	WHS ELA HS	WHS ELA HS	2024-25 SY
Casceillo	Jennifer	NEMS Soc. Studies MS	NEMS Soc. Studies MS	2024-25 SY
Castro	Rosalie	Reed Gr 3	Reed Gr 3	2024-25 SY
Charlton	Zene	Sprague Gr 2	Sprague Gr 2	2024-25 SY
Cichowski	Brianna	Tinker Gr 5	Tinker Gr 5	2024-25 SY
Cifuentes	Andrea	Duggan Special Ed Co- Taught Gr K	Duggan Special Ed Co- Taught Gr K	2024-25 SY
Coer	Jessica	Wilson Gr 1	Wilson Gr 1	2024-25 SY
Collette	Emma	Driggs Gr 2	Driggs Gr 2	2024-25 SY
Conchado	Ryan	Generali Spec. Ed Elem.	Generali Spec. Ed Elem.	2024-25 SY
Conner	Carrington	Wilson Gr 5	Wilson Gr 5	2024-25 SY
Cordova- Rolon	Carmen	Hopeville Bilingual Gr 4	Hopeville Bilingual Gr 4	2024-25 SY
Daminani	Patricia	WSMS Guid. Counselor	WSMS Guid. Counselor	2024-25 SY
Dauti	Djellza	Reed Gr 4	Reed Gr 4	2024-25 SY
DeCiccio	Elizabeth	WAMS ELA Gr 7	WAMS ELA Gr 7	2024-25 SY
Delk	Erika	Rotella Gr 5	Rotella Gr 5	2024-25 SY



DiLonardo	Rachel	WHS Special Ed HS	WHS Special Ed HS	2024-25 SY
Doyle	Katie	KHS ELA HS	KHS ELA HS	2024-25 SY
Doyle	Kiley	Washington Gr 1	Washington Gr 1	2024-25 SY
Elawad	Rana	Wilson Gr 2	Wilson Gr 2	2024-25 SY
Elliott	Kristen	KHS ELA HS	KHS ELA HS	2024-25 SY
Facchini	Alexandria	State Street Spec. Ed HS	State Street Spec. Ed HS	2024-25 SY
Foley	Kyle	NEMS Soc. Studies MS	NEMS Soc. Studies MS	2024-25 SY
Gallinoto	Madeline	Generali Gr 4	Generali Gr 4	2024-25 SY
Garafola	Denise	Generali Spec. Ed Elem.	Generali Spec. Ed Elem.	2024-25 SY
Gardner	Tia-Simone	Wilson Gr K Reg. Ed Co-Taught	Wilson Gr K Reg. Ed Co-Taught	2024-25 SY
Garitta	Daniel	NEMS Soc. Studies Gr 8	NEMS Soc. Studies Gr 8	2024-25 SY
Gartman	Alexandria	WMS ELA Gr 8	WMS ELA Gr 8	2024-25 SY
Geffken	Melissa	WMS Math Gr 6	WMS Math Gr 6	2024-25 SY
Gilberto	Aaron	Wendell Guidance Counselor	Wendell Guidance Counselor	2024-25 SY
Gizzi	Adriana	Driggs Gr 5	Driggs Gr 5	2024-25 SY
Glass	Rosalyn	WSMS FCS-Culinary	WSMS FCS-Culinary	2024-25 SY
Goff	Collen	NEMS ELA Gr 8	NEMS ELA Gr 8	2024-25 SY
Gonzalez	Krystle	Bucks Hill Annex Special Ed Gr PreK	Bucks Hill Annex Special Ed Gr PreK	2024-25 SY
Gordon	Kimberly	Acad. Academy ELA MS	Acad. Academy ELA MS	2024-25 SY
Gouveia	Taylor	Academic Academy ELA/Soc. Studies Gr 5-6	Academic Academy ELA/Soc. Studies Gr 5-6	2024-25 SY
Guarda	Karen	Sprague Gr K	Sprague Gr K	2024-25 SY
Haas	Taylor	Sprague Gr 4	Sprague Gr 4	2024-25 SY
Hall	Amari	Carrington Math Gr 7-8	Carrington Math Gr 7-8	2024-25 SY
Hart	Richard	Duggan Soc. Studies MS	Duggan Soc. Studies MS	2024-25 SY
Hartery	Kevin	WHS PE/Health	WHS PE/Health	2024-25 SY
Hasemann	Erich	WMS SEL Counselor	WMS SEL Counselor	2024-25 SY
Hibbert	Alethia	KHS PE/Health	KHS PE/Health	2024-25 SY
Hines-Cumberledge	Sandra	WHS FCS - Culinary	WHS FCS - Culinary	2024-25 SY
Hintz	Josephine	WHS Tech Ed – Agric./Greenhouse	WHS Tech Ed – Agric./Greenhouse	2024-25 SY



Horner	Mykarra	Wilson Gr 3	Wilson Gr 3	2024-25 SY
Hulteen	Brooke	Sprague Gr 4	Sprague Gr 4	2024-25 SY
Hurlburt	Regina	Bucks Hill Annex Special Ed Gr PreK	Bucks Hill Annex Special Ed Gr PreK	2024-25 SY
Indelicato	Lisa	State Street Special Ed Gr PreK	State Street Special Ed Gr PreK	2024-25 SY
Infante	Sonia	World Language - Spanish	World Language - Spanish	2024-25 SY
Jovani	Griselda	Reed ESL Elem.	Reed ESL Elem.	2024-25 SY
Kagey	Melanie	Bucks Hill Gr K	Bucks Hill Gr K	2024-25 SY
Keane	Brandon	Reed Social Studies MS	Reed Social Studies MS	2024-25 SY
Khoury	Michael	CHS ELA HS	CHS ELA HS	2024-25 SY
Kolukisa	Susan	Washington Special Ed Elem.	Washington Special Ed Elem.	2024-25 SY
Kowal	Michelle	Driggs Special Ed Elem.	Driggs Special Ed Elem.	2024-25 SY
LaPrade	Leah	Wilson Gr K Special Ed Co-Taught	Wilson Gr K Special Ed Co-Taught	2024-25 SY
LaSalle	Ashley	WMS ELA Gr 8	WMS ELA Gr 8	2024-25 SY
Lee	Alexus	Rotella Gr 4	Rotella Gr 4	2024-25 SY
Levy Sainfleur	Shasalee	Regan Gr 2	Regan Gr 2	2024-25 SY
Linnell	Colby	Wendell PE/Health	Wendell PE/Health	2024-25 SY
Louis	Melanie	NEMS ELA Gr 6	NEMS ELA Gr 6	2024-25 SY
Loustaunau	Taylor	Enlightenment SS HS	Enlightenment SS HS	2024-25 SY
Maldonado	Joanne	Walsh Gr 2	Walsh Gr 2	2024-25 SY
Marchak	Nancy	Generali Gr K	Generali Gr K	2024-25 SY
Marchetti	Michele	WSMS Special Ed	WSMS Special Ed	2024-25 SY
Marcus	Wayne	Wilson Gr 4	Wilson Gr 4	2024-25 SY
Mars	Kristen	Reed Special Ed Elem/MS Gr 4-8	Reed Special Ed Elem/MS Gr 4-8	2024-25 SY
Marszalek-Baldyga	Julia	Wendell ELA MS Gr 6-8	Wendell ELA MS Gr 6-8	2024-25 SY
Martin	Samantha	Wilson Gr 4	Wilson Gr 4	2024-25 SY
Matthews	Heather	State Street Guidance Counselor	State Street Guidance Counselor	2024-25 SY
Mayhew	Walter	WMS Math Gr 8	WMS Math Gr 8	2024-25 SY
McAlinden	Patricia	DW Social Worker	DW Social Worker	2024-25 SY
McAllister	Patricia	Walsh Gr 4	Walsh Gr 4	2024-25 SY
McNulty	Maura	Wilson Gr 3	Wilson Gr 3	2024-25 SY
Mercogliano	Cynthia	CHS ELA HS	CHS ELA HS	2024-25 SY



Miller	Persis	Wilson Special Ed Elem.	Wilson Special Ed Elem.	2024-25 SY
Mudry	Jeffrey	Wilson Gr 1	Wilson Gr 1	2024-25 SY
Muniz	Stacey	CHS Allied Health	CHS Allied Health	2024-25 SY
Munoz	Victoria	CHS Music	CHS Music	2024-25 SY
Murray	Rachel	Carrington Science MS	Carrington Science MS	2024-25 SY
Nano	Denisa	Bunker Hill Gr K	Bunker Hill Gr K	2024-25 SY
Napp	Matthew	Carrington ELA Gr 7-8	Carrington ELA Gr 7-8	2024-25 SY
Nealy	Lashonda	Chase Gr 4	Chase Gr 4	2024-25 SY
O'Connor	Timothy	Academic Acad. Gr 4	Academic Acad. Gr 4	2024-25 SY
O'Grady	Juliana	Wendell Gr PreK	Wendell Gr PreK	2024-25 SY
Oliveira	Silvia	WHS World Language - Spanish	WHS World Language - Spanish	2024-25 SY
Onofrio	Nicole	Bucks Hill Annex Reg. Ed Co-Taught Gr PreK	Bucks Hill Annex Reg. Ed Co-Taught Gr PreK	2024-25 SY
Osagie	Nancy	Kingsbury Gr 4	Kingsbury Gr 4	2024-25 SY
Osorio	Natalie	DW Social Worker	DW Social Worker	2024-25 SY
Ouellette	Katelynn	Generali Gr 2	Generali Gr 2	2024-25 SY
Park	Pauline	WAMS Music HS	WAMS Music HS	2024-25 SY
Parks	Eric	State Street Gr 6	State Street Gr 6	2024-25 SY
Phelan	Andrew	WHS Science HS	WHS Science HS	2024-25 SY
Plachcinski	Stephany	State Street Special Ed Elem.	State Street Special Ed Elem.	2024-25 SY
Porcaro	Stefanie	KHS Art	KHS Art	2024-25 SY
Potts	Tawnesha	State Street Special Ed MS/HS	State Street Special Ed MS/HS	2024-25 SY
Pucci	Benjamin	Reed Gr 3	Reed Gr 3	2024-25 SY
Riegel	Hillary	Wilson Gr 1	Wilson Gr 1	2024-25 SY
Rinaldi	Joseph	Gilmartin Special Ed - SCOPE Gr 3-5	Gilmartin Special Ed - SCOPE Gr 3-5	2024-25 SY
Rivera Gierbolini	Jose	CHS World Language - Spanish	CHS World Language - Spanish	2024-25 SY
Robinson	Yolonda	Sprague Special Ed Elem.	Sprague Special Ed Elem.	2024-25 SY
Roy	Sarah	WSMS Science Gr 8	WSMS Science Gr 8	2024-25 SY
Royka	Samantha	Washington Gr 3	Washington Gr 3	2024-25 SY
Sackey	Anna	Sprague Gr K	Sprague Gr K	2024-25 SY
Sargis	Kristen	Walsh Gr K	Walsh Gr K	2024-25 SY
Sergi	Laura	Bunker Hill Gr 5	Bunker Hill Gr 5	2024-25 SY
Signore	Deirdre	NEMS ELA Gr 6	NEMS ELA Gr 6	2024-25 SY
Silva	Nicole	WCA ELA HS	WCA ELA HS	2024-25 SY
Stanwicks	Meghan	NEMS PE/Health	NEMS PE/Health	2024-25 SY



Stoto	Ashley	Walsh Gr 1	Walsh Gr 1	2024-25 SY
Sufra	Wendy	DW Social Worker	DW Social Worker	2024-25 SY
Swan	Shania	Bunker Hill Gr K	Bunker Hill Gr K	2024-25 SY
Texidor	Julio	Hopeville Bilingual Gr 5	Hopeville Bilingual Gr 5	2024-25 SY
Thomas	Richard	WAMS Math HS	WAMS Math HS	2024-25 SY
Ureta	Isabele	Bucks Hill Gr 2	Bucks Hill Gr 2	2024-25 SY
Velez	Catarina	Sprague Art	Sprague Art	2024-25 SY
Verderame	Kayla	NEMS ESL MS	NEMS ESL MS	2024-25 SY
Vernon	Tavoyah	Gilmartin Guidance Counselor	Gilmartin Guidance Counselor	2024-25 SY
Waldron	John	Duggan Math/Science Gr 5	Duggan Math/Science Gr 5	2024-25 SY
Walker	Ivy	Duggan Special Ed Elem.	Duggan Special Ed Elem.	2024-25 SY
Walters	Garnet	Bunker Hill Music	Bunker Hill Music	2024-25 SY
Williams Iverson	Verretta	Driggs Gr 5	Driggs Gr 5	2024-25 SY
Yates	Arreyion	Kingsbury Gr K	Kingsbury Gr K	2024-25 SY
Zirpolo	Forrest	CHS Science HS - Biology	CHS Science HS - Biology	2024-25 SY

Voluntary Clean opening transfers 2023-24 SY:

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM:</u> <u>Previous Location</u>	<u>TO:</u> <u>New Location</u>	<u>EFFECTIVE</u>
Clark	Leah	Duggan Spec. Ed Gr K-5	WHS Special Ed - CBT	2024-25 SY
Gemmell	Sherrie	NEMS ELA Gr 6	WAMS ELA Gr 8	2024-25 SY
Helman	Emma	CHS Science HS - Biology	WHS Science HS - Biology	2024-25 SY
Hyland	Melissa	NEMS ELA Gr 8	NEMS ELA Gr 6	2024-25 SY
Mahan	Jill	CHS Science HS - Physical	WHS Science HS - Biology	2024-25 SY
Philips	Cheryl	Kingsbury Gr 5	Rotella Math/Science Gr 5	2024-25 SY
Rahman	Vareesha	Driggs Guidance Counselor	Wilson Guidance Counselor	2024-25 SY
Rodriguez	Lynette	Duggan Math MS	WCA Math HS	2024-25 SY
Smith	Leah	WMS Math Gr 8	WMS Numeracy	2024-25 SY
Smolley	Nicole	Generali Gr 1	Bucks Hill Lit. Title I	2024-25 SY

13.8 Retirements:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Brown, Lisa	Supervisor of Special Education	12/29/23
Case, Mary	WAMS Music	06/30/24
Matos, Jacqueline	Elementary Bilingual Coach	01/31/24



13.9 Resignations:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Bessette, Amanda	General Special Ed	11/17/23
Faber, Cheryl	WMS/Rotella Special Ed	12/22/23
Kershaw, Tania	International Grade 2 Spanish	12/22/23
Sullo, Danielle	Tinker Library Media Specialist	12/01/23
Tramontanis, Brittany	Kingsbury Grade 4	12/14/23

**14. Continued Discussion ~** School Safety and Security Task Force Report.

**15. Adjournment**



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #9.1

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve Amendment One (1) to the Memorandum of Understanding/Program Acknowledgment with Connecticut Military Department for STARBASE CT to include 21<sup>st</sup> Century and SDE After School Programming teacher-supervised STEM curriculum, subject to any non-substantive changes approved by the Corporation Counsel's office.



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.2

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Professional Services Agreement with Varsity Tutors for Schools LLC for elementary math and reading virtual tutoring, subject to any non-substantive changes approved by the Corporation Counsel's office.



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.3

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Statement of Agreement with Capital Region Education Counsel (CREC) for Parent Teacher Home Visiting Program implementation, subject to any non-substantive changes approved by the Corporation Counsel's office.



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.4

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut Department of Energy & Environmental Protection, Public Utilities Regulatory Authority “Public Educational and Governmental Programming and Education Technology Investment Account” (PEGPETIA) Grant 2024.



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.5

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

Group	Facilities and Dates/Times
L. Curley-Colon	Gilmartin gym: December 14 and 19, 5:15pm-7:30pm (School Concerts)
V. Demirali	Sprague café & gym: Thursday, December 21, 4:30pm– 7:30pm (Winter Concert)
D. Bakewell	Maloney café: Tuesday, November 28, 5:00pm – 7:15pm (PTO wreath making night) Maloney café: Saturday, December 9, 7:30am – 1:00pm, (PTO Visit from Santa)
Waterbury. Housing Authority/C. Dorso	Duggan café: Thursday, December 14, 5:15pm – 6:30pm (meeting with area residents)
T. Giorgio	Rotella/all areas: Monday, Nov. 27, 9:30am – 12:00pm, (Open House & school tour) Rotella/all areas: Saturday, January 29, 10:00am – 2:00pm (Open House & school tour) Rotella/all areas: Wed, Jan. 24, 9:30am – 12:00-7:30pm (Open House & school tour) Rotella all areas: Monday, Feb. 12 <sup>th</sup> 9:30am – 12:00pm (Open House & school tour)
Dr. White	WAMS Library: Monday, December 4, 3:30am – 5:00pm (meeting for social justice Educators group)
B. Nightingale	Wallace café: Thursday, May 23, 5:00pm – 6:30pm (Advanced Art Showcase)
Silas Bronson Lib. M. Tierney	Wilby gym: Tuesday, January 9, 5:00pm – 7:30pm Career Academy gym: Tuesday, January 16, 5:00pm – 7:30pm Kennedy gym: Tuesday, January 30, 5:00pm – 7:30pm (will setup outside or area by gym to promote the library)
S. Carpentieri	Sprague gym: Saturday, December 16, 7:30am – 12:00pm (PTO sponsored event with Santa)
*T. Giorgio	Rotella community rm.: Resident artist to be at school on dates listed; January 9, 11, 16m 18, 23, 25, 30 Tues. & Thurs. 9am – 4pm
*Fire Dept. S. Noreika	Kennedy aud.: Thurs., Jan. 25 <sup>th</sup> 2:00 – 8:00pm (rehearsal and graduation ceremony of firefighters)
*S. Smyth	Crosby aud.: Thurs., Jan. 25 <sup>th</sup> 3:00 – 8:00 pm (Wallace band & chorus winter concert)
*Human Resources C. Lamb	W. Cross classrooms: Friday, Jan. 19 <sup>th</sup> 3:30 – 5:00 pm (set-up for police exam) W. Cross classrooms: Saturday, Jan. 20 <sup>th</sup> 7:00am – 12:00pm (testing of approx. 15 candidates)
*M. Labagh	Walsh gym: Wednesday, Dec. 20, 5:45 – 7:30 pm (afterschool family night)
*V. Balsamo	Wilby & NEMS aud., gym, cafes: Friday, Saturday, & Sunday March 8, 9, & 10, 6:00 am – 10:00 pm (Robotics Competition – Waterbury District Event)
*S. Petteway	Bucks Hill gym: Tues., Dec. 19 <sup>th</sup> 4:30 – 6:00 pm (Holiday Family Night)



hook

SCHOOL PERSONNEL USE ONLY

DATE: Nov 29, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: S. Carpentieri

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    ☐ Café/Rooms

DATES REQUESTED: Dec. 16, 2023

FROM: 7:30 am/pm    TO: 12:00 am/pm

FOR THE FOLLOWING PURPOSES:

PTO event w/ Santa  
\_\_\_\_\_  
\_\_\_\_\_

S. Carpentieri  
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.



Tracy

## SCHOOL PERSONNEL USE ONLY

DATE: 12/4/23

TO: SCHOOL BUSINESS OFFICE

FROM: Tracy Giorgio, grant facilitator

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Rutella

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

Community Room.

DATES REQUESTED: 1/9, 1/11, 1/14, 1/18, 1/23, 1/25-1/30 2024

Tues. & Thurs.

FROM: 9:00 am/pm

TO: 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

Resident Artist to be at school + need use of room

Tracy

APPLICANT

\*\*\*\*\*

Please note the following provisions:

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



*Book*

# SCHOOL PERSONNEL USE ONLY

DATE: 12/5/23

TO: SCHOOL BUSINESS OFFICE

FROM: BC Steve Noreika - Fire Dept.  
Snoreika@waterburyct.org

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Kennedy

☒ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: January 25, 2024

FROM 2 am/pm TO 8 am/pm

FOR THE FOLLOWING PURPOSES:

Recruit firefighter graduation  
Dress rehearsal at 2 pm, ceremony at  
6 pm

*[Signature]*  
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.



*Shrek*

## SCHOOL PERSONNEL USE ONLY

DATE:

12/7/23

TO: SCHOOL BUSINESS OFFICE

FROM: Susan Smyth

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Crosby

Auditorium

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: January  
25, 2024

FROM: 3:00PM pm TO: 8:00PM  
am/pm

### FOR THE FOLLOWING PURPOSES:

Wallace Band and chorus and "Shrek, JR" cast - Winter  
Concert

Susan Smyth, Wallace

MS  
APPLICANT



*Book*

## SCHOOL PERSONNEL USE ONLY

DATE: 12/12/23

TO: SCHOOL BUSINESS OFFICE

FROM: Joan Chabot / Cherrie Lamb

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium      ☐ Gymnasium      ☐ Swimming Pool      X ☒ Classrooms

DATES REQUESTED: Saturday, January 20, 2024

FROM: 7:00 am      TO: 12:00 pm

### FOR THE FOLLOWING PURPOSES:

- Promotional Police Lieutenant Exam
- Expecting Approximately 15 Candidates – Need 15 Classrooms
- Sign-in begins at 8:00 am
- Table and two chairs at entrance to building for sign-in
- Clear 15 Teacher's desks
- Exam Set-Up on Friday, January 19, 2024 at approximately 3:30 pm.

Joan Chabot/Cherrie Lamb

\_\_\_\_\_  
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

Em. Leal 12/12/2023 3:48 pm

SCHOOL PERSONNEL USE ONLY

DATE: 12/12/23

TO: SCHOOL BUSINESS OFFICE

FROM: WALSA SCHOOL 21<sup>st</sup> Century Afterschool Program  
MICHAEL LABAGA (ADMIN)

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WALSA SCHOOL

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: 12/20/23

FROM: 5:45 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Afterschool family night

\_\_\_\_\_  
\_\_\_\_\_

Mx. Labaga  
APPLICANT

Please note the following provisions:

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



*Book*

## SCHOOL PERSONNEL USE ONLY

DATE: 12/13/23

TO: SCHOOL BUSINESS OFFICE

FROM: Vincent Balsamo

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wilby HS/NEMS

☒ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: March 8-10, 2024

FROM: 6 ☐ am ☒ pm

TO: 10 am ☐ ☒ pm

FOR THE FOLLOWING PURPOSES:

NE FIRST Robotics Competition - Waterbury District Event

\_\_\_\_\_  
\_\_\_\_\_

*Vil Q...*  
\_\_\_\_\_  
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.



glook

SCHOOL PERSONNEL USE ONLY

DATE: December 14, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Shirley Petteway

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Bucks Hill Elem. School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Cafeteria/Rooms

DATES REQUESTED: December 19, 2023

FROM: 4:30 pm am/pm

TO: 6:00 pm am/pm

FOR THE FOLLOWING PURPOSES:

Holiday Family Night

Shirley Petteway

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.

Cancel Group in Gym ✓



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.6

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities and/or waiver requests by groups and organizations subject to fees and insurance as required:

GROUP	FACILITIES AND DATES/TIMES	
<b>REQUESTING WAIVERS:</b>		
Special Olympics D. Ford	Reed School gym & café: Saturday, March 23, 7:30am – 5:00pm (basketball tournament)	(\$ 882.)
Grandville Academy M. Mosley	Reed café/kitchen: December, 2023 thru June, 2024, first Saturday each month 9:00am – 1:00 pm (Educational Meetings for Grandville Academy)	(\$1,470.)
PAL Ofc. M. Macary	Reed gym: Saturday, December 2, 9 & Sunday, December 10, 9:00am – 5:00pm (basketball program)	(\$1,134.)
*Rivera Foundation J. Ocasio	Maloney café, music rm., & teacher lounge: Jan. 24, Feb.21, Mar. 6, 13 5:30-7:00pm, rehearsals March 16, 11am-2pm rehearsal and March 17, 10am-5pm, for Miss Rivera-Hughes Pageant	(\$840.)
*PAL	Chase gym: 12/1/23-3/31/24, Sat. & Sunday, 9am-6pm	(\$11,760)
Ofc. M. Macary	Reed gym: 12/16/23-3/31/24, Sat. & Sunday, 9am-6pm	(\$10,080)

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

Gilmartin Community Club/R. Barry	Gilmartin café: Tuesday, January 23, 7:00pm – 9:00 pm (monthly meeting)
Wtby. Ballers T. Lott	Generali gym: November 20, 2023 to February 28, 2024, Monday, Wednesday, Friday 5:30pm – 8:30pm
Hoops for Life D. Fryer	Reed gym: November 20, 2023 – February 7, 2024, Monday & Wednesday, 5:30pm – 9:00pm West Side gym: November 20, 2023 – February 6, 2024, Tues. & Thur. 5:30pm-9:00pm (basketball program)
CT. Girl Scouts D. Dzicek	West Side Middle School parking lot, Saturday, March 16, 7:00am – 11:30am (Girl Scout Cookie Drop-Off in parking lot)
Waterbury UNICO P. Varanelli	Kennedy room: Wednesday, December 13, 6:30pm – 8:30 pm, and then January to June, 2024 – the second Tuesday each month. (UNICO Board meetings)
*PAL	Chase gym: 12/1/23-3/31/24, Mon. thru Fri., 6 – 9pm
Ofc. M. Macary	Reed gym: 12/1/23-3/31/24, Tu., Wednesday, Thursday, 5:30 – 9pm Wilson gym 12/1/23-3/31/24, Mon. thru Friday, 5:30 - 9pm Walsh gym 12/1/23-3/31/24, Mon. thru Friday, 5:30 - 9pm Driggs gym 12/1/23-3/31/24, Mon & Tuesday, 5:30 - 9pm Generali gym 12/1/23-3/31/24, Tues & Thursday, 5:30 – 9pm Maloney gym 12/1/23-3/31/24, Mon, Wed, Thursday, 5:30 – 9pm Sprague gym 12/1/23-3/31/24, Friday, 5:30 – 9pm West Side gym 12/1/23-3/31/24, Friday, 5:30 – 9pm



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 Jessica Ocasio NAME OF ORGANIZATION Rivera Memorial Foundation

ADDRESS 186 Cherry Street, Waterbury, CT 06702 TELEPHONE # 475-235-3182  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Maloney DATES 1/24/24, 2/21/24, 3/6/24, 3/13/24, 3/16/24, 3/17/24 ROOM(S) Cafetorium, Downstairs Teacher Lounge, Classroom/Music Room adjacent the Cafetorium

OPENING TIME 5:30PM CLOSING TIME 7:00PM PURPOSE Miss Rivera-Hughes Pageant Practice & Pageant  
For 3/17/24: OPENING @ 10:00am CLOSING @ 5:00PM For 3/16/24: OPENING @ 11:00am CLOSING @ 2:00PM

ADMISSION (if any) Only on 3/17/24 \$20 CHARGE TO BE DEVOTED TO Pageant Scholarship Fund

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 15  
Only on 3/17/24: Adults 50 Children 30

SIGNATURE OF APPLICANT Jessica Ocasio DATE 11/29/2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Jessica Ocasio- 860-940-3615 & Lisa Morales 203-768-0026

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST (\$840)

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.



USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with use of Building Permit)

APPLICANT/ORGANIZATION: Rivera Memorial Foundation, Inc.

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Maloney School-Downstairs Teacher Lounge, Classroom/Music Room adjacent the Cafetorium

DATE(S): 1/24/24, 2/21/24, 3/6/24, 3/13/24

TIMES: 5:30pm-7:00pm

DATE(S): 3/16/2024

TIMES: 11:00am-2:00pm

DATE(S): 3/17/2024

TIMES: 10:00pm-5:00pm

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

11/29/2023

Date

Jessica Jasio  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_

Building Usage Fees

\$ 840.

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



Book

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

CONTRACT#

APPLICANT Michael Macary NAME OF ORGANIZATION Waterbury PAL  
ADDRESS 64 Division St Waterbury CT TELEPHONE # (803) 585-3583  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Chase DATES 12/1/23-3/31/24 ROOM(S) Gym  
OPENING TIME 9 AM CLOSING TIME 6 pm PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15  
SIGNATURE OF APPLICANT Michael Macary DATE 12-5-23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Michael Macary

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. MM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR per hr. plus 1 HR service (\$11,760.)

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

ALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White Permittor

Goldenrod School Business Office

Pink Principal

Blue Custodian

Saturday  
&  
Sunday  
9 AM - 6 PM



USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: Waterbury PAL

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Chase Gym

DATE(S): SaTurdays 12/1 - 2/3/24 TIMES: 9 AM - 6 PM \$,880.-

DATE(S): Sundays " " TIMES: " " \$,880.-

DATE(S): \_\_\_\_\_ TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_ TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_ TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_ TIMES: \_\_\_\_\_

12-1-23  
Date

Michael Murray #905  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 11,760.-  
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



*Book*

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

CONTRACT#

APPLICANT Michael Macary NAME OF ORGANIZATION Waterbury PAL  
ADDRESS 64 Division St Waterbury CT TELEPHONE # (803) 585-3583  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Reed DATES 11/21/23 - 12/31/24 ROOM(S) Gym  
OPENING TIME 9 AM CLOSING TIME 6 pm PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15  
SIGNATURE OF APPLICANT Michael Macary DATE 12-5-23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Michael Macary  
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. MM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR service

(\$10,080.)

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.

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

ALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White Permittor

Goldenrod School Business Office

Pink Principal

Blue Custodian

Saturday  
&  
Sunday



USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with Building Permit)



APPLICANT/ORGANIZATION: Waterbury PAL

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Reed-Gym

DATE(S): Saturdays 11/21/23 - 3/31/24

TIMES: 9 AM - 4 PM

5040.-

DATE(S): Sundays

TIMES: " "

5040.-

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

12-5-23

Date

Michael Murphy #905  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$10,080.-

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#

*Book*

APPLICANT Michael Macary NAME OF ORGANIZATION Waterbury PAL  
ADDRESS 64 Division St Waterbury CT TELEPHONE # (803) 585-3583  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Chase DATES 12/1/23 - 3/31/24 ROOM(S) Gym  
OPENING TIME 6 pm CLOSING TIME 9 pm PURPOSE Basketball  
ADMISSION (if any) CHARGE TO BE DEVOTED TO  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15  
SIGNATURE OF APPLICANT Michael Macary DATE 12-5-23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. MM (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).  
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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.

*Monday  
Thru  
Friday*



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(street) (city) (state) (zip code)  
SCHOOL REQUESTED Reed DATES 11/21/23 - 3/31/24 ROOM(S) Gym  
OPENING TIME 5:30 PM CLOSING TIME 9 PM PURPOSE Basketball  
ADMISSION (if any) CHARGE TO BE DEVOTED TO  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15  
SIGNATURE OF APPLICANT Michael Macary DATE 12-5-23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Michael Macary  
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SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO  
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Tuesday  
Thursday  
Friday

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CONTRACT#

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APPLICANT Michael Macary NAME OF ORGANIZATION Waterbury PAL  
ADDRESS 64 Division St Waterbury CT TELEPHONE # (203) 585-3583  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Wilson DATES 12/18/23 - 1/31/24 ROOM(S) Gym  
OPENING TIME 5:30 pm CLOSING TIME 9 pm PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15  
SIGNATURE OF APPLICANT Michael Macary DATE 12-5-23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

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RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES \_\_\_\_\_ NO \_\_\_\_\_

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(street) (city) (state) (zip code)  
SCHOOL REQUESTED Walsh DATES 12/18/23 - 3/31/24 ROOM(S) Gym  
OPENING TIME 5:30 pm CLOSING TIME 9 pm PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15  
SIGNATURE OF APPLICANT Michael Macary DATE 12-5-23  
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RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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ADDRESS 64 Division St Waterbury CT TELEPHONE # (803) 585-3583  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Driggs DATES 12/18/23 - 2/31/24 ROOM(S) Gym  
OPENING TIME 5:30 pm CLOSING TIME 9 pm PURPOSE Basketball  
ADMISSION (if any) CHARGE TO BE DEVOTED TO  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15  
SIGNATURE OF APPLICANT Michael Macary DATE 12/5/23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

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RENTAL FEES: \_\_\_\_\_  
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Monday  
&  
Tuesday



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APPLICANT Michael Macary NAME OF ORGANIZATION Waterbury PAL  
ADDRESS 64 Division St Waterbury CT TELEPHONE # (803) 585-3583  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED General DATES 12/18/23-3/31/24 ROOM(S) Gym  
OPENING TIME 5:30 pm CLOSING TIME 9 pm PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15  
SIGNATURE OF APPLICANT Michael Macary DATE 12-5-23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

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RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_  
SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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Tuesday  
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DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
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CONTRACT#

APPLICANT Michael Macary NAME OF ORGANIZATION Waterbury PAL  
ADDRESS 64 Division St Waterbury CT TELEPHONE # (803) 585-3583  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Maloney DATES 12/1/23-3/31/24 ROOM(S) Gym  
OPENING TIME 5:30 pm CLOSING TIME 9 pm PURPOSE Basketball  
ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 40

SIGNATURE OF APPLICANT Michael Macary DATE 12-5-23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Michael Macary

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SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ INSURANCE COVERAGE ☒ YES ☐ NO

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Monday  
Wednesday  
Friday

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ADDRESS 64 Division St Waterbury CT TELEPHONE # (803) 585-3583  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Sprague DATES 12/18/23 - 3/31/24 ROOM(S) Gym  
OPENING TIME 5:30 pm CLOSING TIME 9 pm PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15  
SIGNATURE OF APPLICANT Michael Macary DATE 12-5-23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

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RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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FRIDAYS

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(street) (city) (state) (zip code)

SCHOOL REQUESTED WSMS DATES 12/18/23 - 3/31/24 ROOM(S) Gym

OPENING TIME 5:30 pm CLOSING TIME 9 pm PURPOSE Basketball

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15

SIGNATURE OF APPLICANT Michael Macary DATE 12-5-23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

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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.



**BOARD OF EDUCATION**  
*Waterbury, Connecticut*  
**COMMITTEE OF THE WHOLE**

Item #11.1

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education ratify the successor Collective Bargaining Agreement (CBA) between the Waterbury Board of Education and The School Administrators of Waterbury (SAW) for the period of July 1, 2024 through June 30, 2027 and recommend approval to the Board of Aldermen.



THOMAS PARISOT  
CONNOR MCNAMARA

**SECOR, CASSIDY & MCPARTLAND, P.C.**

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**MEMORANDUM**

**To:** Waterbury Board of Education

**From:** Attorney Thomas Parisot and Attorney Connor McNamara

**Date:** December 18, 2023

**Re:** SAW -and- BOE Successor Collective Bargaining Agreement (2024-2027)

---

Enclosed please find a proposed successor Collective Bargaining Agreement (“contract”) between the School Administrators of Waterbury and the Waterbury Board of Education, which was negotiated pursuant to Connecticut General Statutes Section 10-153f, *et seq.* (the “Teacher Negotiation Act” or “TNA”). This memorandum represents a summary of the changes from the current contract as a result of a negotiated settlement between the parties.

**Duration:**

**Article XXII**

July 1, 2024-June 30, 2027

**Wages:**

**Article IV / Appendix A**

During these negotiations the parties agreed to revise the existing salary schedule to make it more competitive with comparable districts in the District Reference Group (DRG) (comprised primarily of larger cities). With the dual goals of enhancing retention of existing Waterbury Administrators and supporting recruitment of new talent in mind, we began the process with an analysis of the market comparable salaries. Notably, Waterbury’s salaries for most positions were on the lower end of the spectrum when sorted across the DRG and Waterbury’s neighboring communities. To support the identified goals, the salary ranges for all SAW positions are to be adjusted. The change to the entry and maximum salaries for Principal positions are the most noteworthy. The existing salary schedule will undergo further revisions with the entry level step being dropped in Year 2 and Year 3, resulting in a salary schedule that is seven (7) steps in total (down from the existing nine). This reduction places the current number of steps in the salary schedule in line with the DRG and Waterbury’s neighboring communities. In Year 2 and Year 3, starting salaries increase with the step elimination. This is expected to aid in the recruitment of new talent.



2024-25 (Year 1): Migration onto the Revised Salary Schedule

- Projected percentage increase in Year 1 payroll = 11%
- Projected cost increase of Year 1 = \$1,377,592.14
- Projected Year 1 payroll expense = \$13,946,364.50

2025-26 (Year 2): Step Advancement for all teachers and \$500 bonus for top step administrators who otherwise would not receive an increase.

- Projected percentage increase of step advancement in Year 2 = 2.26%
- Projected cost increase of Year 2 = \$314,699.11
- Projected Year 2 payroll expense = \$14,261,063.71

2026-27 (Year 3): Step Advancement for all teachers and \$500 bonus for top step administrators who otherwise would not receive an increase.

- Projected percentage increase of step advancement in Year 3 = 2.05%
- Projected cost of Year 3 = \$292,906.07
- Projected Year 3 payroll expense = \$14,533,969.78

**Total Projected % increase of wage package over 3 years = 15.31%**

**Insurance:**

Entering into negotiations, the City identified certain language changes that would assist in the administration of the health insurance benefit. Those language changes were negotiated in the new contract.

**Article XV**

- Includes new language with respect to out-of-pocket maximums for out of network treatment. This shifts more of the cost of care burden to the employee for use of out of network care.
- 2025-26 (Year 2):
  - Employer premium cost share increases from 23% to 24% of the notional premium cost.

**Sick Leave Buyout**

As in the recently negotiated WTA contract, this bargaining unit will now have the ability to earn a sick leave buyout for administrators hired on or after July 1, 1999. Eligibility for this benefit is limited to administrators who have at least two hundred and twenty-five (225) sick



days banked at the time of full normal retirement or death with a maximum payout of the administrator's salary for forty-five (45) days.

**Other Contract Changes:**

**Article IV, Section 2:** Sunsets the current annual stipend for elementary principals if a school has more than 550 students on October 1<sup>st</sup> in any school year on June 31, 2025. It will not be paid in Year 2 and Year 3.

**Article V, Section 1b:** Adds language clarifying work schedule for administrators assigned to Central Office. These administrators will now have a work schedule commensurate with the office schedule at Central Office.

**Article VI, Section 2:** Clarifies of acting pay rates when an administrator is on certain types of short-term leave. The administrators will be paid at the rate of the position in which they are acting.

**Article VII, Section 4:** Extends period of acting appointment, temporary appointment and special assignment to ten (10) months from six (6) months.

**Article VII, Section 5:** Revises hiring panel composition to include building principal (as long that position is not being filled).

**Article VII, Section 5:** Restores scoring rights for Board of Education member serving on interview panel.

**Article VII, Section 5:** Revises language on internal candidate requirement to require only one internal candidate, if eligible.

**Article VII, Section 3:** Increases family sick days to ten (10) days in any work year.

**Article VII, B, Section 5:** Reduces compensation rate for administrators on sabbatical leave to fifty percent (50%) of his/her annual salary from seventy-five percent (75%).

**Article VII, E, Section 1:** Revise existing "funeral leave" to "bereavement leave". Clarifies eligibility for bereavement leave for foster and step relationships.

**Article IX, Section 8:** Adds language clarifying the Superintendent's designee may meet with an administrator for the purpose of discussing the possibility of being disciplined or reprimanded.



**Article XIV, Section 2:** Revises grievance process to make the State Board of Mediation and Arbitration (SBMA) the initial grievance forum for grievances which proceed past Level 3.. Revises period for filing grievances with SBMA to fourteen (14) calendar days.

**Article XIV, Section 14:** Revises language to clarify that grievant' s representation during the grievance process does not include the right to private counsel. Union may always attend.

**Article XV, Sections 8, 8(a):** Add language clarifying that terms of life insurance policy govern the benefit payout.

**Article XVII, Section 1:** Increases the hourly rate for administrators taking part in summer school to \$39 per hour in Year 1 of the contract, \$40 per hour in Year 2 of the contract, and \$41 per hour in Year 3 of the contract. The current hourly rate is \$38 per hour.



**2024-2027**

AGREEMENT  
BETWEEN  
THE SCHOOL ADMINISTRATORS  
OF  
WATERBURY  
(S.A.W.)

AND

THE WATERBURY  
BOARD OF EDUCATION



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## **ARTICLE I INTRODUCTION**

¶1. **Section 1.** This agreement is negotiated in accordance with the provisions of Connecticut General Statutes 10-153a through 10-153g, as amended, between the Waterbury Board of Education (hereinafter referred to as the “Board”) and the School Administrators of Waterbury (hereinafter referred to as “SAW”).

¶2. **Section 2.** This Agreement shall not limit or contravene the authority of the Board as provided by state and federal law and the Charter of the City. No provision of this Agreement shall have any retroactive effect or be in any way effective or binding prior to the effective date of this Agreement. All power and authority given to the Board by State Statute and/or City Charter shall be fully reserved to the Board, except in those areas and to the extent as such are in conflict with a specific provision of this Agreement.

¶3. **Section 3.** In addition to the rights conferred upon the Board pursuant to Conn. Gen. Stat. § 10-220, the parties recognize that the Board retains all rights it had prior to this Agreement, except as such rights whether exercised or not, have been specifically relinquished or abridged in this Agreement. Such rights shall include, but are not limited to, the following:

¶4. (a) the right to establish curriculum;

¶5. (b) the right to determine whether or not bargaining unit positions are to be created;

¶6. (c) the right to determine whether or not bargaining unit positions are to be filled;

¶7. (d) the right to prescribe and enforce reasonable work rules, establish and/or change the pay period for employees, and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Prior to the promulgation of new or modified rules and regulations, the Board shall meet with the Union to discuss them and shall give due consideration to the Union’s recommendations concerning same. The Board shall bargain over the impact, if any, of the Board’s decision;

¶8. (e) the right to assign work to employees (including the right to assign incidental duties that may not be specifically enumerated in an employee’s job specification). The Board shall bargain over the impact, if any, of the Board’s decision;

¶9. (f) the right to create job descriptions and revise existing job descriptions as deemed necessary, with such procedures for the applicable rate of pay as are required by this Agreement. The Board shall bargain over the impact, if any, of the Board’s decision;

¶10. (g) the right to establish or continue policies, practices and procedures for the conduct of Board business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the Board’s obligation to bargain over the impact, if any;



- ¶11. (h) the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons, subject to the provisions of this Agreement;
- ¶12. (i) the right to discontinue services, positions, operations or programs in whole or in part, subject to the provisions of this Agreement.
- ¶13. In addition, the Board specifically reserves the right to meet at times beyond the normal work day of bargaining unit members, to discuss and analyze concerns of the Board in connection with the Board's obligations to direct and control the public school system of the City and in connection with administrative and managerial concerns which the Board and S.A.W. mutually share.
- ¶14. **Section 4.** These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, except to the extent that they may be exercised so as to conflict with or abridge a provision of this Agreement.
- ¶15. **Section 5.** In all matters wherein the exercise of judgment or discretion is called for on the part of the Board (as for example only: the assignment, transfer or promotion of administrators, the numbers, categories or priorities of specialists to be employed) the decision of the Board shall be final and binding if made in good faith except where some other standard is set forth in this Agreement. The term "good faith" shall mean that the decision of the Board was not arbitrary, not capricious, and not without a rational basis in fact.
- ¶16. **Section 6. Definitions**
- ¶17. The following definitions are applicable to this Agreement, unless the context of the usage in any given article or section indicates otherwise:
- ¶18. (a) The term "parties" shall mean the Board and S.A.W.
- ¶19. (b) The term "employee" shall include those certified professionals, administrators, or supervisors who are included in the bargaining unit described in Article II, Section 1 hereof;
- ¶20. (c) The terms "his/her," "him/her," "he/she," and "himself/herself" are used for purposes of gender neutrality;
- ¶21. (d) For the purpose of this Agreement, the phrase "work year" shall mean (1) the period commencing on July 1st of a given calendar year and continuing through the next succeeding June 30th, including not more than two hundred and twenty four (224) working days, for twelve-month administrators; and (2) not more than two hundred and eight (208) working days, for ten-month administrators. The seven (7) business days before the first (1<sup>st</sup>) day of professional development for returning teachers shall be mandatory work days for all bargaining unit members. In addition, the seven (7) business days after the last day for students shall be mandatory work days for all bargaining unit members unless working



said days would extend beyond June 30<sup>th</sup> or, unless working said days would be in derogation of the maximum number of work days provided for in this Agreement.

- ¶22. (e) For the purpose of this Agreement, a week shall be five (5) business days;
- ¶23. (f) As used in this Agreement, the term “in pay status” shall be defined to include the following situation(s): an employee who is receiving compensation (e.g. wages or vacation pay or paid sick leave or other paid leave) from the Board;
- ¶24. (g) The term “Administrator Seniority” shall mean the term of service rendered by a bargaining unit employee in any and all present or past positions of the administrators’ bargaining unit;
- ¶25. (h) The term “Lateral Transfer” shall mean that procedure of movement within the administrators’ unit as may be exercised by the Board in lieu of “open promotional examinations.” Lateral transfers shall be permitted only within the same salary schedule classification. Administrators shall not move from one salary schedule classification to another by means of lateral transfer.
- ¶26. (i) The term “promotion” is herein defined as an appointment to a position of greater responsibility and/or higher status in the organizational structure of the Waterbury School System, be it express or implied. If there is a dispute under this definition then it shall be determined by the maximum salary of the position in question.

## **ARTICLE II RECOGNITION AND DURATION**

- ¶27. **Section 1.** Subject to, and in accordance with, the provisions of Sections 10-153a through 10-153g, as amended, the Board recognizes S.A.W. for purposes of professional negotiations as the exclusive representative of all persons employed by the Waterbury Board in positions requiring an intermediate administrator or supervisor certificate or the equivalent thereof, and whose administrative or supervisory duties equal at least fifty percent of the assigned time of such employees.
- ¶28. **Section 2.** During the term of this Agreement there shall be no strike, slowdown, suspension or stoppage of work, or picketing in any part of the Board’s or City’s operations by any employee or employees covered by this Agreement. Remedies shall be limited to those provided for, and available under, the Teacher Negotiating Act, as amended.
- ¶29. **Section 3.** The parties agree to negotiate in good faith to secure a Successor Agreement in accordance with the provisions of the Teacher Negotiating Act, as amended.
- ¶30. **Section 4.** This Agreement shall be effective and binding upon the parties as of July 1, 2021; unless a different effective date is prescribed in this Agreement; and this Agreement



shall remain in full force and effect until June 30, 2024.

- ¶31. **Section 5.** Prior to any significant changes in schedule or working conditions the Superintendent or his/her designee will discuss such changes with S.A.W. and negotiate over the impact of such changes, if any. Nothing in this section shall be interpreted to broaden or narrow the parties' rights or obligations pursuant to Connecticut General Statutes 10-153. Notwithstanding this provision, the parties hereto acknowledge that the legislative mandates pursuant to Connecticut General Section 10-66q regarding the implementation of regionalized school calendars, may impact and/or alter the anticipated schedules or calendars pursuant to this Agreement. As such, during this mandatory transition, the Parties agree to accommodate any scheduling adjustments affecting the application of the terms set forth in this Agreement.

### **ARTICLE III DUES DEDUCTION**

- ¶32. **Section 1.** In accordance with the authorization prescribed by Section 3, hereof, the Board agrees to deduct from administrators' salaries, dues for the S.A.W., C.E.A., N.E.A. and A.F.S.A., ESPAC, and any other mutually agreed upon professional organization. The administrator shall individually and voluntarily authorize the Board to deduct such dues and agency fees and transmit all such monies to S.A.W.
- ¶33. **Section 2.** Each of the associations named in Section 1 above shall certify to the Board, through S.A.W., in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues or service fees shall so notify the Board, via written notice from S.A.W., thirty (30) days prior to the effective date of the change of amount to be deducted from administrators' salaries.
- ¶34. **Section 3.** Each administrator who desires to authorize such deductions as prescribed by Section 1 and/or Section 2 hereof, shall file with S.A.W. for the transmittal to the Finance Office a signed and dated "Dues Authorization Card" containing the following: name and address of administrator; name(s) of the organization(s) for which dues are to be deducted; a statement authorizing the Board to deduct from his/her earnings and remit to the Treasurer of S.A.W. an amount of money equal to the dues required for membership in the organization(s) so specified; a waiver of all right(s) and claim(s) against the Board and the City of Waterbury, and the officers and agents thereof for monies deducted and remitted in accordance with such authorization; and an agreement that such deductions and remittances shall continue as so authorized for the balance of the school year and succeeding years unless and until such administrator notifies the Board, in writing, of his/her desire to discontinue or to change such authorization.
- ¶35. **Section 3(a).** S.A.W. agrees to defend and hold the Board harmless as a result of any action the Board is required to take as a result of any written notice given it by S.A.W. per the provisions regarding withholding of dues.
- ¶36. **Section 3(b).** Administrators who elect to pay in one (1) lump sum must do so by July 1 of each school year. If payment is not made by that date then an automatic process of



payroll deduction for either membership dues and service fee shall go into effect with those appropriate amounts to be transmitted to S.A.W.

- ¶37. **Section 4.** No later than July 15th of each year, the Board shall provide S.A.W. with a list of those employees who have authorized dues deductions. Monthly thereafter, the Board shall provide S.A.W. with such lists, noting thereon any additions to, or deletions from said list.
- ¶38. **Section 5.** Administrators shall be eligible to participate in the City's Deferred Compensation Plan.
- ¶39. **Section 6. Deductions.** The Board agrees to deduct from the paycheck of each employee who has signed an authorization payroll deduction card a sum certified in proper form in writing by the Local Secretary or other authorized official of the Union within the range of amounts set forth on said card, which are Union dues. The Union will notify the Board of changes in union dues at least 30 days prior to the effective date of the change. The Board will implement said change in the pay period following the expiration of the 30 days' notice. The Union agrees to defend and hold the Board harmless as a result of any action the Board is required to take as a result of this provision.
- ¶40. **Section 6(a).** These deductions will be made in accordance with the pay cycle and payment will be remitted to the Union in accordance with the pay cycle.
- ¶41. **Section 6(b).** In the event that an employee receives no pay on the payday on which Union dues are scheduled to be made, arrearages shall be collected in the following week unless the Union and the Board agree to an alternative repayment schedule.
- ¶42. **Section 6(c).** The Board agrees to continue to require payroll deductions and to permit certain voluntary payroll deductions consistent with past practice and the terms of this Agreement. The schedule of such deductions shall be established and modified by the Board, from time to time, in accordance with the Board of Education/City of Waterbury's HRIS system and applicable law.
- ¶43. Any other deductions shall be made in accordance with a method agreed upon by the affected administrators and the Board.

#### **ARTICLE IV SALARIES**

- ¶44. **Section 1.** Salaries for all employees employed in positions represented by S.A.W. and covered by this bargaining unit are set forth in Appendix A attached hereto and made a part hereof. In addition, the work year for each bargaining unit position is listed in Section 2 of Article V hereof.
- ¶45. **Section 2.** On October 1<sup>st</sup> of each school year, if any K-5 Principal's school has more than 550 students, s/he shall be entitled to a stipend in the amount of \$3,000, to be paid in two installments through regularly schedule payrolls in January (\$1,500) and in June (\$1,500).



In order to be eligible for payment of this stipend or any portion thereof, the Principal must be employed and in active status at the time payment is made. Said stipend will sunset on June 30, 2025 and no further payments shall be made after that date.

- ¶46. **Section 3.** Each employee shall have his/her total annual salary including, in addition to his/her basic annual salary prescribed by Schedule A, divided into twenty-six (26) equal payments and payable to him/her in twenty-six (26) equal installments commencing with the first paycheck of July and on bi-weekly basis thereafter during the term of this Agreement or until the employee's services are terminated, whichever event first occurs.
- ¶47. **Section 4(a).** Newly appointed members of the S.A.W. bargaining unit shall be placed on the lowest step of the salary scale in the respective appropriate schedule of salaries, unless the Board, upon recommendation of the Superintendent, so determines that a higher step is warranted for newly appointed members with certified experience. All such exceptions will be forwarded to S.A.W. for informational purposes only and shall not be subject to the grievance procedure.
- ¶48. **Section 4(b).** Any S.A.W. member promoted to a higher position or classification within the bargaining unit shall be placed at a step level which has a salary immediately higher than his/her current salary plus one additional step in the new position unless the Board, upon recommendation of the Superintendent so determines that a higher step is warranted due to circumstances of consideration. All such exceptions will be forwarded to S.A.W. for informational purposes only and shall not be subject to the grievance procedure.
- ¶49. **Section 4(c).** For any promotion there will be a ten (10) month (excluding July and August) probationary period from the effective date of the appointment. If performance is not satisfactory, Article VII, Section 6 (b) and (c) shall apply.
- ¶50. **Section 4(d).** In years in which salary advancement is given, for purposes of advancement on the salary scale, any administrator serving in a S.A.W. position as of January 1 of a given year shall move to the next highest step on the salary schedule for the following July 1.
- ¶51. **Section 5.** All paychecks will be issued by direct deposit to an institution of the S.A.W. member's choice.

## **ARTICLE V**

### **WORK YEAR, HOURS OF WORK AND SCHOOL HOURS**

¶52. **Section 1(a). Hours of Work**

- ¶53. The following guidelines represent the Board policy, under normal professional-academic conditions, relative to the work year, hours of work and the number of hours that schools are in session for the children. Since S.A.W. represents professionals of the highest caliber, it recognizes that the guidelines are just that, guidelines only, and S.A.W. and the individual employees understand and agree that the professional requirements and the interest of the students, buildings and program which they supervise and the professional goals and



programs of the Board and of S.A.W. members demand a flexible interpretation and implementation of these guidelines. Administrators who are assigned to Central Office shall maintain an office work schedule consistent with the Central Office hours of work, which are typically 8:00 a.m. to 4:00 p.m. The Board may utilize a written sign-in system or any other electronic system that the Board chooses to record attendance for Central Office personnel. In adhering to these guidelines, the parties hereto recognize the importance and necessity of having administrators present throughout the student day, which includes student arrival and departure times and other commuting times so designated by the Superintendent or his/her designee. Administrators from each building shall remain “on call” and available by phone during all student commuting times. In addition to the student day, Administrators recognize the importance and necessity of having administrators present throughout the teacher workday including teacher wraparound time. Itinerant administrators and, administrators who work out of Central Office, shall maintain work hours consistent with the responsibilities of their positions, including, but not limited to, regular attendance at meetings held by District administration and the Board of Education that may take place after the conclusion of the student school day.

- ¶54. Neither the Board nor the Superintendent nor any Chief Officer nor any higher echelon bargaining unit member should utilize this procedure to harass a bargaining unit member.

The Board and SAW are attempting a two way street of professionalism and mutual confidence and respect.

¶55. **Section 1(b). Work Year**

- ¶56. The work year for this bargaining unit consists of two separate categories: the twelve- month work year and the ten-month work year. Intertwined with the concept of “work year” is the concept of “vacation” time off and time off for school holidays. Bargaining unit members shall be entitled to take as vacation time the Christmas recess and the Spring recess, as well as additional days within their work year as defined in Article I, Section 6(d), which exceed their prescribed number of working days, as defined in said Section, upon appropriate notice to the Superintendent and subject to the provisions of Section 3 below. All administrators must notify the Superintendent or his/her designee for all absences, including sick days, vacation days, snow days, or partial work days in order to ensure proper school staffing and coverage. In addition, an administrator who takes time off for the above-mentioned reasons is expected to include all time off taken in any electronic system of record utilized by the Board so that there is a record of time off taken.

- ¶57. Within the framework of the above guidelines, the work year for the bargaining unit positions is as follows:

<b>POSITION</b>	<b>WORK YEAR</b>
High School Principal	12 months
Middle School Building Principal,	



High School Vice Principal,  
 Middle School Vice Principal  
 PreK-8 Principal  
 PK-5 Principal  
 and all 12-month Supervisors,

¶58. Twelve-month administrators shall work two hundred and twenty four (224) days.

Elementary Vice Principal                      10 months

¶59. Ten-month administrators shall work two hundred and eight (208) days.

¶60. **Section 1(c).** The following holidays are the current school holidays which are meant to coincide with the student schedule. It is understood that these are subject to change if the school calendar for students changes.

Independence Day	New Years Eve Day
Labor Day	New Years Day
Columbus Day	Three Kings' Day
Veteran's Day	MLK Day
Thanksgiving Day	Lincoln's Birthday
Day after Thanksgiving	Washington's Birthday
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day

¶61. **Section 2.** Administrators shall not be required to work on days when schools are closed for holidays.

¶62. **Section 3.** No bargaining unit member shall be eligible to take vacation at any time while school is in session or during the work year as defined herein, without the express written approval of the Superintendent or his/her designee.

¶63. **Section 4.** When "summer" Professional Development sessions are planned, the schedule(s) approved by the Superintendent or his/her designee and the Board of Education will not exceed ten (10) days.

¶64. Every effort will be made to publish a final schedule by June 1<sup>st</sup>. This will not prohibit the scheduling of additional single day Professional Development sessions or common PD days for elementary and secondary administrators/supervisors throughout the calendar year.

## ARTICLE VI PROFESSIONAL DEVELOPMENT

¶65. **Section 1.** When an employee's request for permission to attend a workshop, seminar or conference is approved in writing in advance by the Superintendent; or when the Superintendent so requests the employee; the employee's expenses while attending such a



workshop, seminar or conference shall be paid by the Board, provided the Superintendent has placed a predetermined and express ceiling on the amount of such expense. Such expenses shall include only the expenses such employee incurs for his/her own meals, lodging and/or transportation and registration fees. If the employee uses his/her own automobile, the rate of reimbursement shall be the I.R.S. rate per mile. If the Superintendent denies the employee's request, the employee may appeal the denial to the Board.

- ¶66. **Section 2(a).** For the purpose of attending regional meetings, conferences, and other professional educational activities, an administrative expense account of \$7,000.00 for High Schools, Middle Schools, and Elementary Schools shall be allotted annually in the school budget and distributed by the Superintendent of Schools. School representatives at such Annual Meetings shall rotate amongst administrators from year to year in order to encourage participation and to provide District leadership opportunities to more administrators.
- ¶67. Each High School shall be represented at the Annual Meeting of the New England Association of Schools and Colleges and others by the Principal or Staff member appointed by him/her to represent the school. The reasonable and necessary expenses incurred by the representative attending the meetings described in this sub-paragraph (a) shall be paid from this budgeted item to the extent of the unexpended balance.
- ¶68. **Section 2(b).** For the purposes of attending regional meetings, conferences, and other professional educational activities, four hundred dollars (\$400.00) shall be allotted annually in the school budget for each Supervisor. Approval for the attendance, and the reimbursement, and/or payment, of the expense shall be obtained from the Superintendent. If monies are available to any Supervisor for these expenses, from state or federal grants or otherwise, then the allotment prescribed herein shall not be required.
- ¶69. **Section 3(a).** Administrators who elect to take, and who successfully complete, graduate (post-college) level courses shall be reimbursed for the tuition cost of such course or courses up to a maximum of three hundred fifty dollars (\$350.00) per course and to a maximum of three (3) courses in any given school year, provided that as to the courses of study in Data Processing and Computer Science reimbursement shall be allowed in the amount of three hundred dollars (\$350.00) per course with a maximum of three (3) courses, and provided further that the administrator has attained, prior to taking the course(s), at least M.A. + 15 credits and provided that the Administrator takes the course in a graduate program or has the prior approval of the Superintendent to take, and receive reimbursement for, a course or courses that were not part of a graduate program. Courses completed after July 1, in any given school year, shall be counted as having been taken the next school year. Requests for reimbursement shall be made prior to March 1. The reimbursement payment prescribed herein shall be paid not prior to the first week of July immediately subsequent to the date of the successful completion of the said graduate level course.
- ¶70. (b) To qualify for reimbursement, the Superintendent must have approved the accredited institution which offers the course, and must have approved either the specific course or the planned program in which it is taken.



**ARTICLE VII**  
**ASSIGNMENTS AND TRANSFERS**

- ¶71. **Section 1.** As soon as practicable and under normal circumstances, no later than June 1, Administrators shall be notified in writing of any changes in their programs or schedules for the next succeeding school year, including the schools and/or programs to which they will be assigned, and any special or unusual assignment that they will have. In the event of a change in circumstances or conditions during the period from June 2 to the opening of school, the Board may change assignments as required with written notice to the affected Administrator(s).
- ¶72. (a) An Administrator's involuntary lateral transfer or special assignment shall be made on the basis of qualifications and the best interests of the school system. Before any involuntary lateral transfer or special assignment is implemented, the Superintendent shall meet with the affected administrator (with S.A.W. representation, if requested) to discuss the matter. Upon request of the affected administrator, the reasons for implementation of any involuntary lateral transfer or special assignment shall be provided in writing.
- ¶73. (b) An Administrator who for the subsequent school year desires a change in program assignment and/or school assignments may file a letter of request for a voluntary lateral transfer.
- ¶74. (c) Letters of request for lateral voluntary transfer shall be reviewed by the Screening/Interview Committee. The decision of the Committee shall be subject to ratification by the Board.
- ¶75. (d) Decisions regarding transfers shall be final, and shall not be subject to the grievance procedure.
- ¶76. **Section 2.** Any Administrator required to work in a higher classification for more than five (5) consecutive days or ten (10) cumulative days during a work year shall be paid at the base rate of the position to which the administrator is assigned in the higher classification or if the base rate of the assigned position is less than the administrator's current rate, the administrator shall be paid at the salary rate of the position to which the administrator is assigned that is immediately higher than the administrator's current rate, for the duration of such assignment, inclusive but not limited to all holidays, sick time, personal time, bereavement leave, or non-duty days provided that no single utilization of leave time exceeds ten (10) calendar days.. For purposes of this provision, any special assignment shall be not less than one classification higher than the employee's classification prior to the special assignment.

**Procedures For Filling Vacancies and Newly  
Created Positions**

- ¶77. **Section 3.** For the purposes of this contract, a vacancy or opening occurs upon notification to the Board of the creation of a new position, retirement, resignation, death, promotion or termination of a person holding a bargaining unit position. Appointments to a temporary



or acting position will not create a vacancy.

¶78. Examples of such notification are, but not limited to:

Death - the actual date of death

Resignation - the date the resignation is accepted by the Board

Termination - the date the Board votes to terminate

Retirement - the date a retirement becomes irrevocable

Transfer - the date the Board approves the transfer

¶79. When a new position is created or when it is known that an existing position will become open, the Board within thirty (30) days will determine whether or not to fill the position. Once a determination is made to fill the position, the posting of the opening will occur within ten (10) days.

¶80. **Section 4.** Upon the occurrence of a vacancy, the creation of a new position, or the Board's acceptance of a resignation, the Superintendent of Schools shall, notify the administrators by posting the opening within thirty (30) days and any eligible candidate for movement to such position by lateral transfer shall file his/her request for such transfer with the Superintendent's Office not later than five (5) school days after the date of the Superintendent's posting.

¶81. (a) While the Board is in the process of filling the position, it shall be filled by a temporary or acting appointment. Under normal conditions (i.e. retirement, etc.), it is the intent to have someone appointed to the position as soon as possible with the appointment to become effective at the time the position actually becomes vacant. No acting appointment shall exceed twelve (12) months. In cases involving vacancies, no acting or temporary appointment or special assignment shall exceed ten (10) months, including July and August, unless mutually agreed to by the Union and the Board Administrators in temporary or acting appointments shall receive credit for the duration of said appointments for the purpose of administrator seniority and step movement.

¶82. **Section 5.**

¶83. (a) Decisions regarding the requisite qualifications for any vacancy shall be made by the Department of Human Capital (or any successor office within the Waterbury Department of Education) and confirmed by the Superintendent or his/her designee. Decisions regarding the requisite certification shall be made by the Department of Human Capital and confirmed by the Superintendent or his/her designee and shall be in accordance, at a minimum, with the laws and regulations regarding certification.

¶84. (b) The initial screening to determine which applicants are qualified for the vacancy shall be conducted by the Department of Human Capital and confirmed by the Superintendent or his/her designee.

¶85. (c) The Director of Human Capital (or any successor position charged with job functions that include determining applicant eligibility for hire and/or promotion) will, after the initial



screening of applicants to determine those that possess the qualifications of the position, forward the qualified applicants to a panel of individuals who will conduct interviews and score the candidates accordingly.

- ¶86. (d) The Panel shall consist of a certified building staff representative, the building principal (unless that position is being filled), an Assistant Superintendent or Chief Academic Officer and two building administrators from a same level school within the district, provided that a seat on the panel does not present a conflict of interest. The building staff representative and the building administrator shall be selected by the Superintendent or his/her designee.
- ¶87. In addition, the Superintendent or his/her designee, may appoint a parent or parent liaison from the building where the position is vacant, a Board of Education Member and/or a representative from the Department of Human Capital to participate on the interview panel . The Board of Education member shall serve as a scoring observer and other appointees observing shall do so as non-scoring observers.
- ¶88. (e) After completing all interviews, the panel shall submit to the Superintendent a list in alphabetical order of at least three (3) names of the best-qualified candidates. The list of candidates submitted to the Superintendent shall include an eligible internal applicant, if any. Prior to the submission of the list of candidates to the Superintendent, the credentials of all applicants will be verified.
- ¶89. (f) From said list of candidates, the Superintendent shall conduct interviews and thereafter, submit up to three (3) names to the Board along with his/her recommendation. The Board will make its determination within thirty (30) days of receiving the list from the Superintendent.
- ¶90. (g) At every stage in the process, the criteria for evaluating the applicants, which will be established in writing by the Committee for each position, shall be:
1. The best interests of the educational system;
  2. The qualifications required for the position;
  3. Previous job performance and work record of the applicant;
  4. Previous administrative experience.
- ¶91. (h) Under normal circumstances (i.e. retirement, etc.), bargaining unit positions referred to in this section shall be filled within four (4) months from the closing date for applications.



¶92. (i) All applicants who are current S.A.W. members shall be given reason(s), upon written request, in writing in the event of non-selection for any such vacancies. Decisions by the panel shall be final and shall not be subject to the grievance procedure.

¶93. **Section 6.**

¶94. (a) The successful applicant for an initial position in the bargaining unit will serve a probationary period of twelve (12) months. A successful applicant from the bargaining unit will also serve a probationary period of ten (10) months. In any probationary period, the months of July and August will not be considered as part of the time specified above. If successful candidates are hired from another bargaining unit which provides for compensatory time off, such time shall not be carried into appointment as a school administrator.

¶95. (b) When it is determined that the individual during his/her probationary period is not satisfactorily performing the duties of the new position, he/she will be notified in writing of such. Such notification will specify the areas of weakness and will be issued in such time as to allow a reasonable opportunity for the individual to correct any deficiencies prior to the completion of the probationary period. The primary evaluator during the probationary period will be the individual specified in the Administrator Evaluation Plan.

¶96. (c) Any employee who does not successfully complete the probationary period will, if he/she was in a bargaining unit position prior to appointment to this new position, be placed back in his/her previous position if still open or in another vacant bargaining unit position which is at the same or lower level than the previous position the individual occupied and for which he/she is qualified. If the individual moves into a lower paying position, then for a period of one year he/she will be paid at a rate no lower than the rate he/she received in his/her previous position from which he/she bid. If no position is available, then the individual may exercise his/her rights pursuant to the reduction in force language in the collective bargaining agreement and State Statute.

¶97. **Section 7.**

¶98. (a) This procedure shall apply to all appointments within the bargaining unit..

¶99. **Section 8. Reduction In Force**

¶100. (a) S.A.W. recognizes the Board's right to reduce the number of administrative positions or to lay off bargaining unit personnel.

¶101. (b) For the purpose of the Section, the reduction of the number of administrative positions may result in the involuntary transfer of an administrator to another professional position within this bargaining unit.

¶102. (c) An Administrator shall retain his/her tenure status as defined in the Teacher Tenure Act.



- ¶103. (d) The Board decision and rationale for reduction in force shall be shared with all affected Administrators and with S.A.W.
- ¶104. (e) In the event of the elimination of an administrative position covered by this Agreement, the Administrator holding said position may be transferred by the Board to any other position covered by this Agreement for which the Administrator holds proper certification and qualifications as follows:
- ¶105. 1. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative vacancy, if one exists, in his/her classification for which he/she is certified and qualified.
- ¶106. 2. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her present classification, provided he/she is certified and qualified for the position. Qualifications shall be determined in the discretion of the Superintendent of Schools, which discretion shall not be unreasonably exercised.
- ¶107. 3. If there is no existing administrative vacancy in his/her classification and the displaced administrator has the least seniority in his/her present classification, he/she will be offered an administrative vacancy, if one exists, firstly, in the next highest administrative classification below that occupied by the displaced administrator and, secondly, in any other lower classification, for which the displaced administrator is certified and qualified. Qualifications shall be determined in the discretion of the Superintendent of Schools, which discretion shall not be unreasonably exercised.
- ¶108. 4. If there are no existing administrative vacancies in any administrative classification, and the displaced administrator has the least seniority in his/her present classification, but has administrator seniority over an administrator in another classification for which the displaced administrator is certified and qualified, the displaced administrator will be offered such position, firstly of the administrator occupying the highest classification below that which the displaced administrator occupied and, secondly, any other position occupied by the least senior administrator in any other lower classification.
- ¶109. 5. For purposes of this Article, administrative classifications shall be ranked as follows:
- (i) High School Principal
  - (ii) Middle School Building Principal
  - (iii) PreK-8 Principal
  - (iv) Elementary Principal
  - (v) High School Vice-Principal
  - (vi) Middle School Vice Principal
  - (vii) Supervisor (12 Mo.)
  - (ix) Elementary Vice-Principal



¶110. The rights afforded under sections 8(e)2 and 8(e)4 of this Article shall apply only to the bargaining unit classifications set forth in Section 8(e)5 above.

¶111. 6. The Superintendent of Schools shall determine whether an administrator is qualified under this Article to displace another administrator within the bargaining unit, provided that the Superintendent's decision shall be reasonable. Decisions resulting in termination from the school system are not subject to the grievance procedure, but shall be appealable through Section 10-151 C.G.S. (the so-called Teacher Dismissal Act). Decisions resulting in displacement within the school system shall be subject to the grievance procedure.

¶112. 7. In the event an administrator is displaced to an administrative classification with a salary schedule lower than that which the displaced administrator would have enjoyed, such administrator's salary shall not be reduced more than one thousand (\$1,000.00) dollars per year until the appropriate level on such salary schedule for the new position is reached, or for three (3) years, whichever first shall occur.

¶113. 8. Paragraph 7 above shall also be applicable to administrators who may be involuntarily transferred, or who may have had their position modified, as part of a reorganization of position(s) or otherwise, provided said changes are not the result of disciplinary action or unsatisfactory performance relative to such administrator, which actions shall not be taken without just cause.

¶114. (f) An Administrator whose position has been reduced, and who has not received another administrative position pursuant to the procedure described above, shall be eligible for a position in the teachers' bargaining unit for which he/she is certified and qualified, on the basis of the reduction in force procedure in the teachers' collective bargaining agreement. Such Administrator's salary shall not be reduced by more than one thousand (\$1,000) dollars for the first year of service in said teaching position. After the first year, such Administrator shall be placed on the appropriate level of the teachers' salary schedule negotiated between W.T.A. and the Board according to his/her years of service to Waterbury Public Schools. Any Administrator who remains in the employ of the Board pursuant to this sub-section shall become a member of the teachers' bargaining unit as of the date the Administrator resumes teachers' bargaining unit duties.

¶115. (g) Any Administrator laid off as a result of reduction in force shall have the privilege of placing all sick days on hold to be restored upon rehiring, or (if he/she is otherwise eligible for retirement, whether or not he/she actually retires) electing payment of unused sick days in accordance with the procedure in Article VIII Section 2(a) of this Agreement, provided that the Administrator is eligible for retirement under the Teachers' Retirement Board definition of "normal retirement," and he/she actually retires.

¶116. (h) Recall shall be effectuated utilizing first, certification for position of administrator, second, seniority as an administrator, third, city-wide seniority, and fourth, the date on which the individual administrator signed his/her teaching contract. If all four (4) items are exactly the same, the Board shall determine who is to be recalled. All such



administrators so affected by R.I.F. shall retain rights to further administrative vacancies for a period of two (2) years.

¶117. (i) Upon his/her return to an administrative position level, he/she shall be placed on the same step of the salary schedule on which he/she was at the time of the layoff, Schedule A, for the position to which he/she returns.

¶118. (j) Upon his/her return an administrator shall be assigned to the position held at the time of the reduction, if possible, or to a position within his/her certification and qualifications.

¶119. (k) An Administrator may be removed from the recall list for the following reasons:

1. He/She waives recall rights in writing;
2. He/She resigns;
3. He/She fails to accept the recall to the position held immediately prior to reduction or to a substantially equivalent position;
4. He/She fails to report to work in a position that he/she has accepted, unless such employee is sick or injured.

¶120. (l) If an Administrator has secured temporary employment elsewhere, he/she shall be allowed thirty (30) calendar days of time before being required to report back to work with the Board.

¶121. (m) In the case of a tie in the bargaining unit seniority of an administrator, the following shall be used to determine seniority for purposes of this reduction in force procedure: (i) if years of service as a bargaining unit administrator in Waterbury are equal, then the date of the board appointment of the administrator to the administrative bargaining unit shall control; (ii) if there is still a tie, then City-wide service as a teacher and bargaining unit administrator shall be applied; (iii) if there is still a tie, then out-of-district service as an administrator shall be added; (iv) finally, if there is still a tie, then out-of-district teaching service shall be added.

## **ARTICLE VIII LEAVES**

### **122. A. Sick Leave**



¶123. **Section 1.** No later than October 1 of each year, every employee employed by the Board shall continue to receive an individual statement containing the number of his/her unused, accumulated leave days (e.g., sick, personal, etc.).

¶124. **Section 2.** Upon the retirement or death of an employee, said employee or his/her estate shall be paid the equivalent of fifty (50) percent of his/her accumulated sick leave (as the term “sick leave” is defined in Section 3 hereof), over and above his/her regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited as follows:

¶125. a. Employees hired on or before June 30, 1996, may accumulate up to their actual accumulation as of June 30, 1996, or 200 days, whichever is greater, valued at the employee’s per diem rate of pay on June 30, 2001, computed by multiplying such employee’s annual base salary as of June 30, 2001 by 1/190.

¶126. b. Employees hired or rehired on or after July 1, 1996, but not later than June 30, 1999, may accumulate up to 150 days, valued at the employee’s per diem rate of pay on June 30, 2001, computed by multiplying such employee’s annual base salary as of June 30, 2001 by 1/(the number of days said administrator is required to work, by contract, in his/her final year of employment).

¶127. c. For any employee hired on or after July 1, 1999, upon attainment of full normal retirement (defined pursuant to the State Teachers Retirement Fund) or death of the employee, said employee or his/her estate shall be paid the equivalent of twenty percent (20%) of his or her accumulated sick leave over and above his/her regular compensation provided that s/he has at least 225 sick days banked at the time of retirement or death. Such payments shall be based on 1/224<sup>th</sup> of an employee’s annual salary for 12 month employees or 1/208<sup>th</sup> of an employee’s annual salary for 10 month employees in the year of retirement and/or death. The maximum number of days paid shall be less than or equal to forty-five (45) days.

¶128. d. An employee hired on or after July 1, 1999, who, immediately prior to being hired into the bargaining unit, was a member of the Waterbury Teachers’ Association (WTA), and had rights to receive a payout of sick leave under the terms of the collective bargaining agreement between the Board and WTA, shall retain his/her rights to payment of unused WTA sick leave upon death or retirement. Such employee’s sick leave accrual shall be subject to the same limitations and calculations applicable to employees described in Section 2(b) above, except that his/her accrual for payout purposes, when combined with any days accrued as a member of the bargaining unit, cannot exceed 180 days. For purposes of computing the value of accumulated sick days under the formula prescribed in Section 2(b) above, such employee’s annual base salary as of June 30, 2001 shall be the salary applicable to the position and corresponding step into which he/she was hired into the bargaining unit, as of June 30, 2001. Each employee who may be eligible for a payout under more than one subsection of this Section 2 shall receive the greatest dollar payout for which the employee is eligible.



- ¶129. For the purpose of this Section, the phrase “retirement” shall mean the retirement of the employee pursuant to the City of Waterbury Retirement System and/or the State of Connecticut State Teachers’ Retirement System, but shall not include any employee terminated because of insubordination, moral misconduct, or other intentional wrongdoing.
- ¶130. Notwithstanding any provision to the contrary, any administrator entitled to receive a payment for accumulated sick leave shall receive such payment beginning August 1 immediately after their retirement, if and only if, the administrator provides written notice of his/her intent to retire in September of the school year during which he/she intends to retire. If the administrator fails to provide such notice prior to the end of September, he/she shall become eligible to receive payment for accumulated sick leave to which he/she is entitled commencing with the thirteenth month following his/her written notice to retire.
- ¶131. The Administrator will receive his/her accumulated sick leave in three (3) equal annual installments provided that no such payment is less than \$10,000 per year , or in annual payments of \$10,000 until completely paid. The City reserves the right, in its discretion, to accelerate payment.
- ¶132. **Section 3.** For the purpose of Division A of this Article, sick leave is defined as follows: (a) the absence from work because of non service connected illness or injury; (b) absence from work for medical or dental treatment which cannot be scheduled during the employee’s nonworking hours; or (c) the illness or injury of a member of the employee’s immediate family (defined as spouse, child, stepchild, parent, stepparent, or any family relation domiciled with an employee as a member of his/her family who is listed as a dependent for income tax purposes) that requires the employee’s personal care and attention. Sick leave under subsection (c) above shall be subject to an absolute maximum of 10 (10~~5~~) sick days in any work year and shall be counted as part of any annual employee leave allotment prescribed under the Family Medical Leave Act (FMLA). Sick leave shall be granted without loss of the employee’s normal pay (for the workday or portion thereof involved), to the extent of the employee’s sick leave eligibility as hereinafter prescribed. The sick leave eligibility shall be fifteen (15) working days for each work year.
- ¶133. **Section 4.** In the event of absence of an administrator for illness in excess of three (3) consecutive working days or a pattern of days absence occurs, the Superintendent may, if he/she has reasonable cause to believe there is an abuse of sick leave policy, require an examination by a mutually agreed physician, providing such examination is at the Board’s expense.
- ¶134. **Section 5.** Whenever an administrator has exhausted his/her sick leave, or whenever special or unusual conditions exist, he/she may request the Superintendent for an extension of unpaid sick leave, which may be granted by the Board which shall review all such applications. In determining whether such request should be granted, the Board will consider all factors, such as, but not limited to, length of service and previous sick leave. The provisions of this Section shall not be subject to the grievance or arbitration provisions of this Agreement.
- ¶135. **Section 6.** Any member of the City of Waterbury administrative or teaching staff shall be permitted to contribute days from his/her sick leave accumulation to administrators who



suffer prolonged illness and whose paid leave accumulation has been exhausted (including sick, personal, and vacation leave). The S.A.W. shall notify the staff when an individual administrator has exhausted his/her paid leave. A “Sign-Up” sheet shall be provided in the Superintendent’s Office for the purpose of donating day(s) to the affected administrator. Individuals may donate up to twenty (20) days per academic year. Additional days may be donated with Board approval. Donated days which are not used by the affected administrator shall be returned to the donor(s).

¶136. **B. Sabbatical Leave**

¶137. Desiring to reward professional performance and encourage independent research and achievement, upon recommendation by the Superintendent and approval of the Board, a sabbatical leave shall be granted for approved scholarly programs, whether or not carried on in an academic institution, when the following conditions are met:

¶138. **Section 1.** No more than three percent (3%) of the administrator staff shall be absent on sabbatical leave at one time.

¶139. **Section 2.** The administrator’s written application for sabbatical leave is received by the Superintendent, no later than March 31st of the year preceding the school year for which the sabbatical leave is requested. Such application must include a statement of the nature of the course of study to be pursued and the benefits to be derived from such course of study by the Waterbury System. In emergency situations the March 31st filing date may be waived by the Superintendent. An Administrator receiving such leave privilege would continue to receive benefits that he/she would have received had he/she not been on such leave.

¶140. **Section 3.** The Administrator has completed at least seven (7) consecutive full school years of service in the Waterbury School System and at least seven (7) consecutive full years of service in the Waterbury School System since his/her last sabbatical leave. Such time limits may be waived by the Board for exceptional circumstances.

¶141. **Section 4.** Prior to the granting of the application by the Board, the Board and the Superintendent must determine that the proposed course of study will constitute, upon the return of the Administrator from such leave, a present significant benefit to the Waterbury School System. In making such determination, the Board and the Superintendent shall examine the following factors: The nature of the course of study; the academic institution involved, if any; the instructors or mentors involved, if applicable; the present and future needs of and the educational priorities of the system; and the educational background of the applicant.

¶142. **Section 5.** Administrators on sabbatical leave shall be paid at the rate of fifty percent (50%) of his/her annual salary rate, provided that his/her total pay (that received from the City of Waterbury and that received by the result of any program grant) shall not exceed the Administrator’s full annual salary rate.

¶143. **Section 6.** During a sabbatical leave, administrators are eligible for continuation of health benefits subject to payment of 102% of the total cost of such coverage.



¶144. **Section 7.** Accrued benefits shall not be accumulated during a sabbatical leave.

¶145. **Section 8.** Any Administrator granted such sabbatical leave shall agree, by formal written agreement, incorporating the provisions of this Sub-Part B of this Article, to return to his/her employment in Waterbury for two (2) full school years subsequent to the conclusion of such sabbatical leave. The Administrator shall have the right to have S.A.W. review the said written agreement. In the event such Administrator does not return to the Waterbury School System, such Administrator shall be liable to the City of Waterbury in the amount of all the money received from the City of Waterbury (per the provisions of Section 5 hereof) as liquidated damages for his/her failure to abide by the aforesaid formal written agreement. Upon the Administrator's return to the Waterbury School System from sabbatical leave, he/she shall receive the same salary, as per the terms of this Agreement, as though he/she had not been on such sabbatical leave. In the event that the failure of the Administrator to complete two (2) full school years of service upon return from sabbatical leave is due to the Administrator's permanent total disability or his/her death, then his/her estate shall not be liable for the prorated liquidated damages hereinafter prescribed. If, upon the Administrator's return to the Waterbury School System, he/she does not complete two (2) full years, then he/she shall be liable for damages in accordance with the following formula:

$$\frac{360 \text{ less number of work} \\ \text{days completed upon return}}{360}$$

Multiplied by the amount of  
money received from the City  
while on sabbatical leave

¶146. **Section 9.** Payment to Administrators on sabbatical leave shall be made in accordance with the method of payment prescribed by Article IV hereof. The mailing of the paychecks to the Administrator on sabbatical leave shall be in self-addressed, postage prepaid envelopes provided by the Administrator.

¶147. **Section 10.** The provisions of Article VIII Part B shall not be subject to the grievance procedure.

¶148. **C. Military Leave**

¶149. **Section 1.** Administrators shall be granted military leave in accordance with applicable state and federal law.

¶150. (a) Proof from the Branch of Service must be submitted to the Superintendent specifying that such service cannot be rendered at any other time. A statement of Military Orders shall be submitted by the employee to the Superintendent as soon as such are available.

¶151. **D. Personal Leave**

¶152. **Section 1.**



¶153. Each Administrator shall be entitled to three (3) personal days per year, which may not be carried over from year to year. Personal days shall be used to attend to matters that cannot be handled after the ordinary workday. Personal days may not be granted on days immediately before or after school holidays or vacations except in the absolute discretion of the Superintendent.

¶154. Written application for such leave shall be made to the Superintendent, on a form supplied by the Superintendent, as far in advance as practicable and at least seventy-two (72) hours in advance, except in cases of emergency. In the emergency situation, the Administrator, when notifying the Superintendent's Office that he/she will not be reporting on the date in question, shall state that the reason for not reporting is "personal day - emergency" and shall thereafter file a written application for such leave within two (2) school days subsequent to the day that he/she returns to work.

¶155. In the emergency situation, the Administrator, when notifying the Superintendent's Office that he/she will not be reporting on the date in question, shall state that the reason for not reporting is "personal day - emergency" and shall thereafter file a written application for such leave within two (2) school days subsequent to the day that he/she returns to work.

¶156. **E. Bereavement Leave**

¶157. **Section 1.** In each instance encountered, each employee shall be granted leave without loss of pay, to be called Bereavement Leave, in the event of a death in his/her immediate family. Such leave shall be taken between the day of death and day of burial, except that in no event shall such leave be more than three (3) work days commencing with the day of death. For the purpose of this section, the phrase "immediate family" shall include the following: spouse, domestic partner, child, mother, father, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother, brother-in-law, sister-in-law, step parents, step children. The foregoing shall include grand, step, foster and in-law relations.

¶158. In the case of an aunt, uncle, niece, or nephew of the employee, one (1) day of bereavement leave with pay, if necessary to attend to the familial needs of such relative shall be granted to the employee. For purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.

¶159. In no event shall employees be paid bereavement leave for days upon which they are not scheduled to work.

¶160. If a death should occur in the "immediate family" outside of the State, an employee may use up to three (3) personal days in addition to the above. If personal days have been exhausted, the employee may use up to three (3) sick days.

¶161. The Board has the right to require documentation in order to determine eligibility for bereavement leave.



¶162. **F. Legal Leave**

¶163. An employee shall be given leave without loss of pay when performing jury duty, or when subpoenaed by a legally enforceable subpoena, to appear before a court, public body, or before a commission in connection with City business, provided the employee is not the Plaintiff. In the case of jury duty, the amount of the statutory juror's fee received by the employee shall be deducted from the pay due from the Board.

¶164. **.G. Childbearing Leave**

¶165. **Section 1.** The Board shall comply with all applicable state and/or federal laws regarding maternity leave.

¶166. **H. Special Leave**

¶167. Any Administrator may, upon written request to the Superintendent, and with the approval of the Superintendent and Board, be granted an unpaid leave of absence for the following reasons: professional improvement when the Administrator is not eligible for sabbatical leave; employment as an Administrator at a United States Military installation abroad; or any other activity which would, in the opinion of the Superintendent, redound to the future benefits of the Waterbury School System.

¶168. All benefits to which the Administrator is entitled at the time of such absence including unused accumulated sick leave, city pension rights, and so on, shall be restored upon his/her return to the status as of the date of the commencement of such absence. He/She will be assigned to the position he/she held at the time said leave began, if possible, or to a substantially equivalent position. Request for such leave must be received no later than April 30 of the year preceding the school year for which the leave is requested. In case of emergency, the above date (April 30) may be waived with the permission of the Superintendent and/or the Board.

¶169. **I. Family Medical Leave Act Leave**

¶170. Eligible Administrators shall be granted leave in accordance with the federal Family Medical Leave Act.

**ARTICLE IX  
ADMINISTRATOR PROTECTION AND ACCOUNTABILITY**

¶171. **Section 1.** Administrators shall forthwith report to their immediate superior, and shall confirm in writing as soon as practicable, all cases of assault suffered by them in connection with their employment.

¶172. **Section 2.** Such report shall be forwarded by the superior to the Superintendent of Schools, who shall then forward it to the Board.



- ¶173. **Section 3.** The Board shall comply with any reasonable request from the Administrator for information in its possession which relates to the incident or persons involved.
- ¶174. **Section 4.** If criminal proceedings are brought against an Administrator, alleging that he/she committed an assault in connection with his/her employment, the Board shall, upon request from the Administrator, retain legal counsel acceptable to both parties, to defend him/her in such criminal proceedings. However, if the Administrator pleads guilty to the original criminal charges of assault, or if he/she is found guilty of the original criminal charges of assault by the Court or by a jury, which finding is not overturned on appeal, then the cost of the legal counsel must be borne, and paid for in full, by the Administrator.
- ¶175. **Section 4(a).** Administrators shall be entitled to the protections provided pursuant to Conn. Gen. Stat. § 10-235.
- ¶176. **Section 5.** Whenever an administrator is absent from school as a result of personal injury caused by an accident or an assault, arising out of, and in the course of, his/her employment, compensable under the Workers' Compensation Law, he/she shall be paid, in addition to his/her compensation payment, an amount which, joined with the compensation payment, will equal his/her full salary for a period of such absence. When allowed by law, the amount added to the administrator's compensation payment shall be deducted on a prorata basis from his/her annual and/or accumulative sick leave, and the additional payment shall cease upon exhaustion of the administrator's annual and accumulative sick leave. Under no circumstances shall an administrator absent from school receive total compensation greater than his/her net pay when he/she is not on leave.
- ¶177. **Section 6.** Any professionally related activity within the work day and any activity beyond the work day which is approved by the Superintendent or the Deputy Superintendent shall be considered to be within the provisions of Section 10-235 of the Connecticut General Statutes, revision of 1958, as amended. This section shall in no way be construed to limit the applicability of the provisions of the said Section 10-235 of the Connecticut General Statutes.
- ¶178. **Section 7.** When an employee is attacked or otherwise molested in the performance of his/her duty, said injured employee shall immediately advise the Superintendent of the incident. If the said employee swears out a warrant against the alleged assailant, the said employee will be entitled to receive investigative support from the City in any consequent prosecution. Such support may consist of, but is not necessarily restricted to, disclosure of departmental records regarding any student or employee of the school department reported to it as the perpetrator of such assault and the results of any departmental investigation performed as a result of such report.
- ¶179. **Section 8.** In the event that an Administrator is called upon to meet with the Superintendent, the Superintendent's designee, and/or the Administrator's immediate supervisor for the purpose of discussing the possibilities of being formally reprimanded or disciplined, the Administrator shall be given 48 hours prior notice except in extraordinary and/or emergency circumstances. S.A.W. representation shall be accorded to the Administrator if he/she requests such representation. The Superintendent, Superintendent's designee, or



administrator requesting the meeting shall immediately confirm the reason for the meeting and the basis of the discussion. Such statement of confirmation shall be signed by the Administrator and the Superintendent of Schools; the signing by the Administrator is a statement acknowledging the fact of the meeting and not a statement of concurrence by the Administrator; as to any matters of notation within his/her record or discipline of him/her resulting from said meeting.

¶180. **Section 9. Administrator Accountability**

Administrators are responsible for the supervision of teachers in their building or department. This includes the scheduling and monitoring of student and teachers day, conducting timely teacher evaluations in accordance with Board policy so as to ensure District compliance with Connecticut General Statutes Section 10-151b, enforcing contractual and other educational requirements. Administrators will also cooperate with new educational initiatives implemented by the Board.

¶181. **Section 10.** No Administrator shall be disciplined (exclusive of termination, which is controlled by section 10-151 of the Connecticut General Statutes), denied an increment be reduced in status or pay (except as part of a reduction in force, pursuant to Article VII, Section 8), without just cause.

¶182. **Section 11.** Unless otherwise required by state or federal law, no administrator shall be required to obtain a vaccination for any disease or virus as a condition of continued employment.

## **ARTICLE X LONGEVITY**

¶183. **Section 1.** It is understood that longevity payments are included in the salary schedule and will no longer be paid.

## **ARTICLE XI ADMINISTRATIVE WORK LOAD**

¶184. **Section 1.** It is understood that the proper staffing for administrative positions is the responsibility of the Board. However, if requested, a committee from the Board, appointed by the President of the Board will meet with a delegation from S.A.W. to review any staffing or work load problems that can be documented. The committee may make recommendations to the Board as a whole which will review such recommendations.

## **ARTICLE XII ADMINISTRATOR EXTRACURRICULAR ACTIVITIES**

¶185. **Section 1.** The Board shall reimburse any employee for any clothing or other personal



property damaged or destroyed as a result of an activity or event which occurred during the course of his/her employment, or in aiding persons duly authorized to be at any regular or special school function at the time of the incident.

- ¶186. **Section 2.** The Board agrees that no employee who is required by the Board to collect money in connection with Board approved fund raising activities shall be responsible in the event of theft of the money, provided the employee takes reasonable precautions to guard against the theft.
- ¶187. **Section 3.** No member of S.A.W. shall be required to transport pupils and/or pupils' equipment in a S.A.W. member's private vehicle. However, in light of the professional conscience of S.A.W. members, the Board will agree that if a S.A.W. member volunteers to perform this function and if an accident occurs, then the alleged negligence of the employee shall be considered to have arisen out of, and in the course of, his/her employment with the Board.

### **ARTICLE XIII MISCELLANEOUS**

¶188. **Section 1.      School Calendar**

- ¶189. The Superintendent shall compile the school calendar for students, exclusive of storm and emergency days, and shall discuss said calendar with designated members of S.A.W. at least five (5) days prior to forwarding the calendar to the Board for approval. For K-5 Principals two days from their defined work year may be scheduled in mid August. These days will be mutually agreed upon by S.A.W., the Board or its designee and the K-5 Principals.
- ¶190. **Section 2.** Each Administrator below who uses his/her automobile in the performance of his/her duties shall be reimbursed as per the current IRS rate.
- ¶191. **Section 3.** Each Administrator who receives mileage reimbursement shall transmit to the Superintendent's Office proof of insurance covering the said private automobile indicating the name of the insurance company and agent, and amounts of coverage automobile liability insurance on his/her private automobile in the amount of at least \$100,000 per person and \$300,000 per occurrence for bodily injuries and in the amount of at least \$20,000 for property damage liability per occurrence or a combined single limit of \$300,000, the effective date of the policy and the termination date thereof. Failure of the employee to transmit said proof of insurance to the Superintendent's Office within thirty (30) calendar days of the date that he/she is authorized to receive mileage reimbursement or within thirty (30) calendar days of the renewal date of the underlying liability insurance policy shall be grounds for the Superintendent to terminate any right to reimbursement claimed and pending.
- ¶192. As a condition of employment, employees receiving mileage reimbursement shall be subject to annual motor vehicle background checks and shall maintain valid operating licenses at all times. Said employees shall execute all required authorizations necessary for the Board



to conduct such motor vehicle background checks.

- ¶193. **Section 4.** If any provision of this Agreement is or shall be at any time determined to be contrary to law by a court of competent jurisdiction or contrary to the regulations of Connecticut State Department of Education by a court or by said Department, such provision shall be of no binding effect and shall not be applicable or performed except to the extent permitted by law. All other provisions of this Agreement, however, shall remain in full force and effect.
- ¶194. **Section 5.** (a) The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.
- ¶195. (b) The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.
- ¶196. (c) This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not covered herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- ¶197. **Section 6.** This Agreement constitutes the sole and complete Agreement between the parties and the provisions of this Agreement shall prevail and govern over any express contrary Board ruling or administrative regulation. This Agreement may be amended only by a written agreement similarly executed by the parties hereto.
- ¶198. **Section 7.** Continuing and effective from July 1, 1983, an "Emergency Expenditure Fund" has been established in each "school" to be administered by its Chief Administrator. During the months of October and February of each school year, the Board shall issue drafts payable to the Emergency Expenditure Fund checking account of each "school" in the amount of one-half (1/2) of the total amount due that "school's" fund as per the provisions of this section. The amount due to the fund in each school year shall be based on the rate of fifty cents (\$.50) per pupil for each school year based on the enrollment for that "school" as of that school year. The use of this fund shall be for such purposes as the purchase of special learning materials, consumables such as test tubes and batteries, special subscriptions, supplementary recreational needs, and pupil emergency materials. Appropriate accounting of the expenditures from the fund shall be maintained by the principal in accordance with the guidelines established by the Superintendent and the Board and issued to the principals within the system.
- ¶199. **Section 8.** Should an Administrator complain in writing that his/her work required him/her to be in unsafe or unhealthy situations, or in violation of acceptable safety rules, the matter shall be considered immediately by his/her immediate superior who shall report said complaint in writing immediately to the Superintendent and the Board.



¶200. **Section 9.** In the event of an extended school or district-wide closure of in-person learning due to an emergency declaration or stay-home order, the parties acknowledge that the nature of administrator positions may necessitate modified job functions in order to effectively manage staff, fulfill professional responsibilities and ensure the delivery of education to students. Nothing herein shall constitute a waiver of the Union's right to bargain over any impacts.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

¶201. **Section 1. Definitions.**

¶202. A. A grievance is hereby defined as follows:

¶203. 1. A claim by either an employee or a group of employees, S.A.W., or the Board that there has been an alleged violation, misinterpretation, or misapplication of a specific provision or group of provisions of this Agreement, or condition affecting the employee's health and safety, or that there has been a failure to follow the established procedures of the school district's evaluation and support program.

¶204. 2. An employee complaint or a complaint by S.A.W. concerning disciplinary action inflicted upon an employee shall be processed in accordance with the provisions of this Article.

¶205. B. Whenever the term "days" is used in this Article, such term shall mean regularly scheduled school days.

¶206. **Section 2.** All grievances shall be processed in the following manner:

¶207. **A. Employee Grievances**

¶208. Stage 1. (Informal)

¶209. The employee and a S.A.W. representative (if the employee so desires) shall discuss the grievance informally with the school official serving as the employee's immediate administrative superior. While the aforementioned discussion is mandatory, it shall have no effect on the running of the time limit of thirty (30) school days set forth in Stage 2, Level 1, below within which a written grievance must be submitted to the employee's immediate administrative superior. Therefore, in the event it becomes apparent to the employee that the aforementioned discussion will not be held or completed within said thirty (30) day period, it is incumbent upon the employee to submit the written grievance to his/her immediate administrative superior in accordance with the provision of Stage 2, Level 1, below.

¶210. Stage 2. (Formal)

¶211. **Level 1.** In the event a grievance is not satisfactorily resolved as a result of the informal



discussion held pursuant to Stage 1 above, the employee shall reduce the grievance to writing, setting forth a statement as to the grounds for the grievance and the Article and Section of this Agreement alleged to have been violated, and shall within thirty (30) school days after the occurrence giving rise to the grievance, submit the written grievance to his/her immediate administrative superior. The immediate administrative superior may request another meeting to discuss the grievance with the employee and a S.A.W. representative which they must attend, but in any event must answer the grievance in writing with copies to the employee and S.A.W. within seven (7) school days following receipt of the written grievance.

¶212. **Level 2.** In the event the grievance is not satisfactorily resolved as a result of the submission required by Level 1 above, the employee, by himself/herself or through S.A.W., may appeal the decision rendered on the grievance by his/her immediate administrative supervisor to the Superintendent, or his/her designee, provided said appeal is received by the Superintendent, or his/her designee, within seven (7) days following the date upon which the employee's immediate administrative superior answered the grievance. Within seven (7) school days following timely receipt of an appeal filed pursuant to this Level 2, the Superintendent, or his/her designee, and/or his/her representative shall meet with the employee and a S.A.W. representative for the purpose of hearing the appeal and shall within (7) school days following the date upon which said meeting is held, render his/her decision in writing, sending copies to the employee and S.A.W.

¶213. **Level 3.** In the event the grievance is not satisfactorily resolved as a result of the decision rendered by the Superintendent in Level 2 above, the employee, by himself/herself or through the Unit, may appeal said decision to the Board, provided said appeal shall be filed with the Clerk of the Board in writing, setting forth the basis for the appeal, within seven (7) school days following the receipt of the Superintendent's decision. Within sixteen (16) school days after receipt of a timely appeal made pursuant to this Level 3, the Board shall cause a hearing to be held with the employee and S.A.W. with respect to said appeal and shall, within seven (7) school days following a hearing, render a decision in writing with copies to the employee and S.A.W.

¶214. **Level 4.** In the event the grievance is not resolved as a result of the procedures of Level 3 above, S.A.W. may submit the grievance to the State Board of Medication and Arbitration (SBMA) in writing for binding arbitration in accordance with the rules and regulations of SBMA no later than fourteen (14) calendar days following the receipt of the Board's decision pursuant to Level 3 above or the expiration of the time limits for making such a decision, whichever shall occur first. Copies of the submission to SBMA must be sent to the Superintendent and Board. Upon submission of the grievance to SBMA, the Board may unilaterally remove the grievance to the American Arbitration Association (AAA) within fifteen (15) calendar days of notice of filing by S.A.W., and shall pay all fees and expenses associated with the removal and the arbitration. Fees and expenses of the SMBA grievance shall be borne equally (1/2 each) by the Board and by S.A.W.

¶215. **B. S.A.W. Grievances**

¶216. S.A.W. may file grievances at Level 2 set forth above, provided each grievance must be in



writing and sent to the non-grieving party no later than thirty (30) school days following the occurrence giving rise to the grievance.

¶217. **Section 3.** The preparation and processing of grievances shall be conducted after hours of employment. All reasonable efforts will be made to avoid involvement of students in any phase of the grievance procedure.

¶218. **Section 4.** S.A.W. will receive prior notice of the time and place of any formal meetings held hereunder.

¶219. **Section 5.** Nothing in this Agreement shall be construed as compelling S.A.W. to submit a grievance to arbitration.

¶220. **Section 6.** The procedure hereby established in this Article shall be the sole remedy for grievances under this Agreement.

¶221. **Section 7.** All grievances shall include the name and position of the grievant, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

¶222. **Section 8.** The Arbitrator shall hear and decide only one grievance in each case. He/She shall be bound by, and must comply with, all the terms of this Agreement. He/She shall have no powers to add to, delete from, or modify in any way, any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon both parties and all employees, except that neither the Arbitrator nor his/her award shall usurp the statutory authority of the Board.

¶223. **Section 9. Meetings**

¶224. A. Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present. Persons proper to be present for the purpose of this Article are defined as the aggrieved person, the appropriate S.A.W. and Board representatives, and witnesses. S.A.W. and Board counsel shall be permitted at Level 3 and 4. If at the option of the Superintendent or the Board, hearings are held during school hours, persons proper to be present shall be excused without pay loss.

¶225. B. The S.A.W. unit may, if it so desires, call upon the professional services of an affiliate unit or other resource services for consultation and assistance at any stage of the procedure.

¶226. C. When, pursuant to the Grievance Procedure prescribed by this Article, S.A.W. considers that it is necessary to investigate an alleged grievance during school hours, then, with the permission of the Superintendent (which permission shall not be unreasonably or arbitrarily withheld) a representative of S.A.W. designated by the Executive Committee of S.A.W. shall be released for one (1) school day without loss of pay, to investigate the



alleged grievance.

- ¶227. **Section 10.** Copies of any grievances, or answers thereto, shall be sent to the grievant, S.A.W. and the Board.
- ¶228. **Section 11.** In the event a grievance is filed between June 1 and the end of the school year, the time limits of the Grievance Procedure shall be accelerated so that the grievance shall be processed through Level 3 by August 15. If such expedited procedure is not possible, the parties shall waive the time limits herein and establish new time limits for processing of each such grievance and such agreement shall be reduced to writing and signed by the parties so that there will be a resolution of such grievances through Level 3 by the succeeding Labor Day.
- ¶229. **Section 12.** In the event that any grievance is adjusted in Stage 1 of this Grievance procedure while such adjustment shall be binding upon the aggrieved party, and shall, in all respects be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- ¶230. **Section 13.** Neither the Board nor S.A.W. shall discriminate against or otherwise coerce any employee or individual who is involved in the processing, or the refusal to process a grievance hereunder, provided that S.A.W. shall not be required to process a grievance for any employee or represent him/her during the processing of his/her own grievance.
- ¶231. **Section 14.** The aggrieved Administrator may be represented at Levels 2 and 3 of the formal grievance procedure by the Union. If the aggrieved Administrator elects to proceed as self-represented, the Union may be present at a hearing held to resolve the grievance.
- ¶232. **Section 15.** Present grievance forms shall be continued in use. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent with the approval of S.A.W. and made available through S.A.W. so as to facilitate operation of the Grievance Procedure.
- ¶233. **Section 16.** Any grievance not filed or processed by the grieving party in accordance with the time periods set forth above shall be deemed to be resolved and shall not be subject to further processing or to arbitration. If the Board fails to respond to a grievance in a timely fashion, the grievance shall be deemed to be denied at that particular step and the grieving party may proceed to the next step in accordance with its provisions. Prior to the expiration of any time period, the parties may mutually agree, in writing, to extend the time period.

## **ARTICLE XV INSURANCE**

- ¶234. **Section 1.** The City of Waterbury shall provide and continue in full force and effect the insurance programs described below:
- ¶235. Each employee shall be eligible to enroll in the following healthcare options effective the first of the month following date of hire and during designated open enrollment periods.



¶236. 1. The OAP Plan with the following co-payments:

- \$30 for all office visits
- \$50 for urgent care
- \$100 for emergency room
- \$400 for outpatient surgery
- \$800 inpatient hospitalization

¶237. There is unlimited lifetime maximum benefit for in-network providers.

¶238. For out-of-network services, there shall be an annual deductible of \$800/\$1,600/\$2,400 for individual, two person, and family coverage with subsequent coinsurance of 30% on covered expenses. The maximum “out-of-pocket” expense associated with the out-of-network cost share is \$3,200/\$6,400/\$9,600 for individual, two person, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. There is an unlimited lifetime maximum benefit for in-network providers.

¶239. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. There is an unlimited lifetime maximum benefit for in-network providers.

¶240. 2. Effective July 1, 2016, \$2000/\$4000 High Deductible Health Plan with a Health Savings Account (HDHP-HSA). For out of network services, there is a subsequent coinsurance of 30% and out-of-pocket maximum of \$5,000/\$10,000 for the individual and family respectively.

¶241. Health Saving Account Funding: The employer shall fund at the beginning of the plan year the employee’s HSA in the following amounts:

- a Effective September 1, 2021, the Board will fund 45% of the deductible into the HSA. Said funding shall be paid quarterly. The timing of the quarterly payment will vary based on the effective date of the plan year and, shall occur on the first regularly scheduled payroll after each respective quarter begins.

Effective September 1, 2022, the Board will fund 40% of the deductible into the HSA. Said funding shall be paid quarterly. The timing of the quarterly payment will vary based on the effective date of the plan year and, shall occur on the first regularly scheduled payroll after each respective quarter begins.

¶242. Health Reimbursement Account: A Health Reimbursement Account (“HRA”) shall be made available for any administrator who is precluded from participating in a Health Savings Account (“HSA”) because the administrator receives Medicare, veterans’ benefits, and/or other health insurance coverage that is not a HDHP account with an associated HSA. The annual maximum reimbursement by the Board for



administrators participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for administrators enrolled in the HSA.

### **Prescription Drug Benefits**

- ¶243. 1. Employees who enroll in the OAP will also be enrolled in the City's integrated prescription drug program with co-payments of \$10 for generic drugs, \$30 for listed brand name drugs, and \$45 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply.. Employees who enroll in the HDHP will also be enrolled in the City's integrated prescription drug program that will have co-payments after the deductible is satisfied. Applicable co-payments are \$10 for generic drugs, \$30 for listed brand name drugs, and \$45 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay of the 30-day supply.
- ¶244. If a plan participant uses a non-participating pharmacy, the claim is subject to the out-of-network deductible and then the plan reimburses the participant at 70%.

### **Dental Plan**

- ¶245. Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage associated with the above referenced medical plans is the Cigna Dental Plan. The following shall apply to this plan:
- 100% coverage for preventive services and 50% coverage for basic services.
  - A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage.
  - A calendar year maximum of \$1,000 per participant.
- ¶246. Dental coverage may not be elected independent of the City's medical coverages.

### **Premium Cost Sharing**

- ¶247. Employee premium cost sharing (based on a City-wide experience rate) shall be by payroll deduction and shall be as follows:
- ¶248. a. Medical. Each employee shall pay the following portion of the premium or premium equivalent for the above medical plans for the coverage of the employee and their eligible dependents. For the purposes of the benefit plans set forth in this Article, "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.



¶249. **HDHP:** Effective September 1, 2024, ~~23~~<sup>41</sup>% of the premium equivalent.  
Effective September 1, 2025, ~~24~~<sup>52</sup>% of the premium equivalent.  
Effective September 1, 2026, ~~24~~<sup>63</sup>% of the premium equivalent.

¶250. **OAP Plan:** The HDHP employee premium cost share plus the dollar difference between the full premium amounts for the OAP and the HDHP.

¶251. b. Prescription.

**OAP Plan:** The same effective percentage of the premium or premium equivalent that the employee is obligated to pay for OAP medical benefits under this Agreement from year to year.

**HDHP:** The same percentage of the premium or premium equivalent that the employee is obligated to pay for HDHP medical benefits under this Agreement from year to year.

¶252. c. Dental. Each employee who is enrolled in the dental plan shall pay 25% of the premium cost share or premium equivalent.

¶253. The City shall provide a premium cost sharing plan on a pre-tax basis. The City shall also establish such plan(s) as are required to allow employees to elect participation in:

¶254. i. A flexible spending account, with the maximum dollar amount limit permitted pursuant to IRS regulations; and/or

¶255. ii. A dependent care assistance plan with the maximum dollar amount limit permitted pursuant to IRS regulations.

¶256. These plans shall be established and administered in accordance with Internal Revenue Code requirements. The flexible spending account on medical expense reimbursements is not available to employees participating in the HDHP-HSA. Employee may earn incentives in each plan year under the MotivateMe Program or any other similar program offered on a voluntary basis to members.

¶257. If the Board received notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Association will, upon request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Teacher Negotiation Act, Section 10-153f of the Connecticut General Statutes.

¶258. **Section 2.** The City may elect to change insurance carrier(s)/administrator(s) during the life of this Agreement for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining



elements of the plan. The City agrees to give the Union reasonable notice and to discuss with the Union prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not “comparable” to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Union’s notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties, but at no time shall the cost to the Union exceed \$5,000. The network of providers must be seventy-five percent (75%) of the network on July 1, 2006. The following shall be excluded in determining whether a plan is “comparable”: out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan option that includes out-of-state reciprocal arrangements; claims processing; plan documents, definitions and wording.

¶259. **Section 3.** For purposes of the benefit plans set forth in this Article, “eligible dependent” shall be a spouse or child who meets the criteria set forth in the insurance carrier’s plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.

¶260. **Section 4.** Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.

¶261. **Section 5. Retiree Health Benefits.**

¶262. a. Employees hired on or after July 1, 2006.

¶263. Those employees who are participating in the City’s medical insurance plan at the time of retirement who retire with a normal retirement under the Teachers’ Retirement Board and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees, carrier permitting, provided the retiring employee pays 100% of the applicable cost of the plan, which payment shall be reduced in the amount of any subsidy received by the City or Board on behalf of such participating retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. § 10-183t. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 100% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

¶264. Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health



insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan, provided the retiree pays 100% of the applicable cost of the plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 100% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

¶265. Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

¶266. b. Employees hired after June 30, 1996 but prior to July 1, 2006 and who are not eligible to participate in the City of Waterbury Pension Plan.

¶267. Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a normal retirement under the Teachers' Retirement Board and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

¶268. During the period of participation in the medical plan offered to active bargaining unit employees, retirees shall pay the same premium cost share as active employees are required to pay pursuant to this Agreement or any successor agreement, as such may change from time to time. Notwithstanding any provision of Conn. Gen. Stat. § 10-183t to the contrary, the applicable premium or premium equivalent cost share for the plan and level of coverage selected shall be over and above any subsidy received by the City or Board on behalf of any retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. § 10-183t.

¶269. Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan and the retiree shall be responsible 50% of the cost of this supplement plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 50% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

¶270. Should the City obtain a subsidy from the state or federal government, or any cost savings,



for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

- ¶271. c. Employees hired on or before June 30, 1996 and who are not eligible to participate in the City of Waterbury Pension Plan.
- ¶272. Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a normal retirement under the Teachers' Retirement Board and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.
- ¶273. During the period of participation in the medical plan offered to active bargaining unit employees, retirees shall pay the same premium cost share as active employees are required to pay pursuant to this Agreement or any successor agreement, as such may change from time to time. Notwithstanding any provision of Conn. Gen. Stat. § 10-183t to the contrary, the applicable premium or premium equivalent cost share for the plan and level of coverage selected shall be over and above any subsidy received by the City or Board on behalf of any retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. § 10-183t.
- ¶274. Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan and the retiree shall be responsible 20% of the cost of this supplement plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 20% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.
- ¶275. Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.
- ¶276. **Section 6.** For the purposes of the benefit plans set forth in this Section, "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.



¶277. **Section 7.** Anything in Section 38-262h of the General Statutes, as amended, to the contrary notwithstanding, there shall be no requirement that the Board provide double coverage for an eligible dependent who is the spouse of the employee which eligible dependent is also an employee of the City or of the Board.

¶278. **Section 8. Employer Provided Life Insurance.** For the duration of this Agreement, the City of Waterbury (through the Board) shall provide, without charge to the employee, life insurance in the face amount of two (2) times the annual base salary rounded up to the next \$1000. The terms of this insurance benefit shall be governed by the policy document provided by the insurer defining all policy terms, conditions, benefits, and limitations.

¶279. **Section 8(a). Additional Life Insurance Paid by Member.** For the duration of this Agreement, the City of Waterbury (through the Board) shall provide, at the election of the employee without charge to the City, life insurance up to the amount provided by the City in accordance with the rules set forth in the Master Agreement with the insurance company. Deductions for the total cost of this coverage, at the group rate, shall be made by appropriate monthly deductions from the employee's pay. Such optional coverage is in addition to the coverage provided in Section 8 above. The terms of this insurance benefit shall be governed by the policy document provided by the insurer defining all policy terms, conditions, benefits, and limitations.

## **ARTICLE XVI ADMINISTRATOR ADVISORY COUNCIL**

¶280. **Section 1. Recognition**

¶281. In accordance with the terms of S.A.W.'s constitution, an administrator's advisory council, consisting of no more than ten (10) members and S.A.W.'s Executive Committee, will have been formed prior to the effective date of this contract. During the life of this Agreement, this administrator's advisory council shall meet once every month with the Superintendent of Schools to discuss operations and policies.

## **ARTICLE XVII SUMMER SCHOOL PROGRAM - REMUNERATION AND SELECTION**

¶282. **Section 1.** The Board recognizes S.A.W. as the duly authorized representative of administrators, and supervisors positions created and/or utilized by the Board during the summer hiatus following the close of one "regular school work year" and the opening of the next regular school work year for purposes of negotiating salary and conditions of employment for the bargaining unit employees who are for such term of "Summer Employment" assigned to administer and/or supervise any Board Summer School Program. S.A.W. bargaining unit members shall have priority for such summer administrator position. If no qualified member of the bargaining unit is available, the Board may offer



such a position to someone outside of the unit. A 10-month administrator participating in a summer school program shall be compensated at in accordance with the following schedule: beginning July 1, 2024 at a rate of \$39 per hour; beginning July 1, 2025 at a rate of \$40 per hour; and beginning July 1, 2026 at a rate of \$41 per hour. In cases where advance planning for the summer school program is required, a mutually agreed allowance for not less than ten (10) nor more than twenty-five (25) hours of preparation shall be paid to the designated Summer School Program Coordinator.

- ¶283. **Section 2.** State Certificated Administrators in the Waterbury School System shall be given priority in filling summer school administrative assignments (in a summer program described in Section 1 hereof) similar to their regular administrative assignments provided they are qualified to fill the said summer school administrative assignments and provided further that such priority is not inconsistent with the requirements of that particular summer program.
- ¶284. **Section 3.** Administrators for the said summer programs shall be selected on the basis of their qualifications for the particular program. Where two (2) or more Administrators are equally qualified for an administrative position in a summer program, selection shall be based first upon seniority (as a teacher or Administrator) in that summer program and second upon the respective City-Wide Administrator seniority in the Waterbury School System.
- ¶285. **Section 4.** Appointments to any vacant position in a summer program shall be made within fifteen (15) days following any vacancy.

## **ARTICLE XVIII CURRICULUM**

- ¶286. **Section 1.** Each curriculum committee appointed by the Superintendent or his/her designee shall include a Principal or Assistant Principal and a Supervisor.
- ¶287. **Section 2.** Any proposed changes in duties of personnel, curriculum, instructional materials, or innovations pertinent to the introduction of special programs, shall be discussed with the Principals and Supervisors by the Superintendent of Schools.
- ¶288. **Section 3.** Any curriculum changes which may result in the addition to or deletion of present programs shall be discussed by the Superintendent of Schools with the appropriate Principals, and Supervisors.

## **ARTICLE XIX ADMINISTRATOR'S RIGHTS - PERSONNEL FILE**

- ¶289. **Section 1.** No allegation by a school official or fellow employee alleging materials, derogatory or otherwise, to an Administrator's conduct, scruples, character or personality shall be placed in the Administrator's file unless the Administrator has had an opportunity



to read such material. The Administrator shall acknowledge that he/she had an opportunity to read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

- ¶290. **Section 2.** Any complaint by a parent of a student, or by any other person (other than a school official or fellow employee), directed against an Administrator (which complaint is deemed serious enough by the Administration to become a matter of formal record) shall be promptly called to the Administrator's attention. No such complaint shall become a matter of formal record unless it is in written form, signed by the complainant. Administrators are entitled to know the identity or source of all such formal record complaints and in addition, if the Administrator so requests, he/she may copy such formal record complaint. The Administrator shall acknowledge that he/she has read such complaint by affixing his/her signature on a copy thereof which is made a matter of formal record with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. The complained against Administrator shall have the opportunity to add any material he/she wishes (by way of reply or refutation) to the formal record. If the complaint (alleging noncriminal conduct) becomes a matter of formal record and if the Administrator so requests, the Board shall conduct a hearing on same; and, if the Administrator is exonerated, the complaint shall be erased from his/her file. The complained against Administrator shall have every right to S.A.W. representation, if he/she so chooses, and/or counsel of his/her choice.

## **ARTICLE XX PARKING FACILITIES**

- ¶291. The Board and the Superintendent shall attempt to make suitable, well-lighted and safe reserved parking areas available to Administrators on or near the place where they are assigned.

## **ARTICLE XXI S.A.W. PRIVILEGES**

- ¶292. **Section 1.** After the close of school on school days, S.A.W. shall have the right to use designated areas in school buildings for meetings of Administrators, provided that there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal in advance. All requests for building use shall conform to Board rules and regulations.
- ¶293. **Section 2.** S.A.W. may distribute material dealing with meetings, notices and official matters of S.A.W. to persons covered by this Agreement. Indiscriminate circulating of material or handing out of material will not be allowed.
- ¶294. **Section 3.** The Board and S.A.W. shall comply with any reasonable request by the other



party for available information (excluding confidential personal records) possessed by the other party which is relevant to the negotiation by S.A.W. and the Board of a successor agreement.

- ¶295. **Section 4.** The Board shall also provide S.A.W. with a copy of the official minutes of public Board meetings at the time that the Clerk of the Board distributes these minutes to Board members.
- ¶296. **Section 5.** The practice of allowing a reasonable amount of time off with pay to Executive Committee members of S.A.W. to attend S.A.W. business shall be allowed.
- ¶297. **Section 6.** The President of S.A.W. or his/her designated representative for the Executive Committee shall be permitted to visit the schools and/or departments in connection with S.A.W. business referred to in Section 5 if the President, or said designated representative, asserts that S.A.W. business requires such a visit. Upon the President's (or said representative's) arrival, he/she shall notify the proper Administrator of his/her presence. If a meeting with a Board employee(s) is necessary, it shall be scheduled so as not to disrupt the employee(s) duty assignment.

## **ARTICLE XXII DURATION**

- ¶298. This Agreement shall be effective upon execution, unless a different effective date is prescribed in this Agreement for any section or article or provision of this Agreement, and shall remain in effect through June 30, 2027.

THE CITY OF WATERBURY  
BOARD OF EDUCATION

THE SCHOOL ADMINISTRATORS  
OF WATERBURY (S.A.W.)

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

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

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

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



## APPENDIX A

¶299.

### Salary Schedule for the 2023-24 School Year

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A	HS Principals	\$ 138,728.00	\$ 141,559.00	\$ 144,390.00	\$ 147,278.00	\$ 150,224.00	\$ 153,228.00	\$ 156,293.00	\$ 157,855.00	\$ 159,434.00
B	M.S. Building Principal, Principal Adult Ed., State Street, Enlightenment	\$ 133,125.00	\$ 135,842.00	\$ 138,380.00	\$ 141,387.00	\$ 144,215.00	\$ 147,099.00	\$ 150,040.00	\$ 151,540.00	\$ 153,056.00
C	PreK-8 Principals	\$ 127,597.00	\$ 130,201.00	\$ 132,858.00	\$ 135,569.00	\$ 138,336.00	\$ 141,059.00	\$ 144,040.00	\$ 145,480.00	\$ 146,935.00
D	Elem Principals	\$ 122,000.00	\$ 126,296.00	\$ 128,873.00	\$ 131,503.00	\$ 134,187.00	\$ 136,925.00	\$ 139,719.00	\$ 141,116.00	\$ 142,527.00
E	HS-VP/MS-VP	\$ 116,418.00	\$ 120,019.00	\$ 123,731.00	\$ 127,558.00	\$ 130,161.00	\$ 132,817.00	\$ 135,527.00	\$ 136,882.00	\$ 138,251.00
F	Supervisor 12	\$ 111,554.00	\$ 114,901.00	\$ 118,348.00	\$ 121,899.00	\$ 124,946.00	\$ 127,945.00	\$ 129,224.00	\$ 130,516.00	\$ 131,821.00
G	Elementary VP	\$ 102,184.00	\$ 105,250.00	\$ 108,408.00	\$ 111,388.00	\$ 114,451.00	\$ 117,312.00	\$ 120,245.00	\$ 121,448.00	\$ 122,662.00



## APPENDIX A-1

¶300. The following Revised Salary Schedule for the 2024-25 school year shall hereafter replace the salary schedule in place for the 2023-24 school year. On June 30, 2024, all administrators shall migrate onto the Revised Salary Schedule at the appropriate lane for their current position and shall be placed on the same step as 2023-2024, inclusive of any degree stipend earned in 2023-24. For example, if an administrator was Grade A, Step 9 in 2023-2024, the administrator shall move to Grade A, Step 9 in 2024-25. No administrator shall migrate onto a step on which s/he would earn less on the 2024-25 Revised Salary Schedule than s/he would have earned on the 2023-24 Salary Schedule, inclusive of any degree stipend earned in 2023-24.

### Revised Salary Schedule for the 2024-25 School Year

GRADE	Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	High School Principals	\$ 159,537.20	\$ 162,792.85	\$ 166,048.50	\$ 169,369.70	\$ 172,757.60	\$ 176,212.20	\$ 179,736.95	\$ 181,533.25	\$ 183,349.10
B	M.S. Building Principal, Principal Adult Ed., State Street, Enlightenment	\$ 153,093.75	\$ 156,218.30	\$ 159,137.00	\$ 162,595.05	\$ 165,847.25	\$ 169,163.85	\$ 172,546.00	\$ 174,271.00	\$ 176,014.40
C	PreK-8 Principals	\$ 146,736.55	\$ 149,731.15	\$ 152,786.70	\$ 155,904.35	\$ 159,086.40	\$ 162,217.85	\$ 165,646.00	\$ 167,302.00	\$ 168,975.25
D	Elem Principals	\$ 140,300.00	\$ 145,240.40	\$ 148,203.95	\$ 151,228.45	\$ 154,315.05	\$ 157,463.75	\$ 160,676.85	\$ 162,283.40	\$ 163,906.05
E	HS-VP/MS-VP	\$ 129,223.98	\$ 133,221.09	\$ 137,341.41	\$ 141,589.38	\$ 144,478.71	\$ 147,426.87	\$ 150,434.97	\$ 151,939.02	\$ 153,458.61
F	Supervisor 12	\$ 118,247.24	\$ 121,795.06	\$ 125,448.88	\$ 129,212.94	\$ 132,442.76	\$ 135,621.70	\$ 136,977.44	\$ 138,346.96	\$ 139,730.26
G	Elementary VP	\$ 114,446.08	\$ 117,880.00	\$ 121,416.96	\$ 124,754.56	\$ 128,185.12	\$ 131,389.44	\$ 134,674.40	\$ 136,021.76	\$ 137,381.44



## APPENDIX A-2

¶301.

### Salary Schedule for the 2025-26 School Year

GRADE	Description		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A	High School Principals		\$ 162,792 .85	\$ 166,048 .50	\$ 169,369 .70	\$ 172,757 .60	\$ 176,212 .20	\$ 179,736 .95	\$ 181,533.2 5	\$ 183,349 .10
B	M.S. Building Principal, Principal Adult Ed., State Street, Enlightenment		\$ 156,218 .30	\$ 159,137 .00	\$ 162,595 .05	\$ 165,847 .25	\$ 169,163 .85	\$ 172,546 .00	\$ 174,271.0 0	\$ 176,014 .40
C	PreK-8 Principals		\$ 149,731 .15	\$ 152,786 .70	\$ 155,904 .35	\$ 159,086 .40	\$ 162,217 .85	\$ 165,646 .00	\$ 167,302. 00	\$ 168,975 .25
D	Elem Principals		\$ 145,240 .40	\$ 148,203 .95	\$ 151,228 .45	\$ 154,315 .05	\$ 157,463 .75	\$ 160,676 .85	\$ 162,283. 40	\$ 163,906 .05
E	HS-VP/MS-VP		\$ 133,221 .09	\$ 137,341 .41	\$ 141,589 .38	\$ 144,478 .71	\$ 147,426 .87	\$ 150,434 .97	\$ 151,939. 02	\$ 153,458 .61
F	Supervisor 12		\$ 121,795 .06	\$ 125,448 .88	\$ 129,212 .94	\$ 132,442 .76	\$ 135,621 .70	\$ 136,977 .44	\$ 138,346. 96	\$ 139,730 .26
G	Elementary VP		\$ 117,880 .00	\$ 121,416 .96	\$ 124,754 .56	\$ 128,185 .12	\$ 131,389 .44	\$ 134,674 .40	\$ 136,021. 76	\$ 137,381 .44

¶302. For the 2025-26 school year, all Administrators shall advance one step. Step One as shown on Appendix A-1 has been eliminated and a new bottom step has been established and is shown as Step One on Appendix A-2. Any administrator who does not experience a step increase because of being positioned on the top step prior to July 1, 2025 will receive a \$500 top step bonus payable on the first pay period in the fiscal year.



## APPENDIX A-3

¶303.

### Salary Schedule for the 2026-27 School Year

GRADE	Description			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
A	High School Principals			\$ 166,048 .50	\$ 169,369 .70	\$ 172,757 .60	\$ 176,212 .20	\$ 179,736 .95	\$ 181,533.2 5	\$ 183,349 .10
B	M.S. Building Principal, Principal Adult Ed., State Street, Enlightenment			\$ 159,137 .00	\$ 162,595 .05	\$ 165,847 .25	\$ 169,163 .85	\$ 172,546 .00	\$ 174,271.0 0	\$ 176,014 .40
C	PreK-8 Principals			\$ 152,786 .70	\$ 155,904 .35	\$ 159,086 .40	\$ 162,217 .85	\$ 165,646 .00	\$ 167,302. 00	\$ 168,975 .25
D	Elem Principals			\$ 148,203 .95	\$ 151,228 .45	\$ 154,315 .05	\$ 157,463 .75	\$ 160,676 .85	\$ 162,283. 40	\$ 163,906 .05
E	HS-VP/MS-VP			\$ 137,341 .41	\$ 141,589 .38	\$ 144,478 .71	\$ 147,426 .87	\$ 150,434 .97	\$ 151,939. 02	\$ 153,458 .61
F	Supervisor 12			\$ 125,448 .88	\$ 129,212 .94	\$ 132,442 .76	\$ 135,621 .70	\$ 136,977 .44	\$ 138,346. 96	\$ 139,730 .26
G	Elementary VP			\$ 121,416 .96	\$ 124,754 .56	\$ 128,185 .12	\$ 131,389 .44	\$ 134,674 .40	\$ 136,021. 76	\$ 137,381 .44

¶304. For the 2023-24 school year, all Administrators shall advance one step. Step One as shown on Appendix A-2 has been eliminated and a new bottom step has been established and is shown as Step One on Appendix A-3. Any administrator who does not experience a step increase because of being positioned on the top step prior to July 1, 2026 will receive a \$500 top step bonus payable on the first pay period in the fiscal year.



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #11.2

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the request of Geraldo Reyes, Jr. to rename International Dual Language School "Roberto Clemente International Dual Language School" be approved.



# *Waterbury Public Schools*

## **Request for Renaming of School Buildings**

Date: August 29, 2023

Proposed building or facility to be renamed: International Dual Language School

Requestor's Name: Representative Geraldo Reyes Jr.

Requestor's Address: 30 Madison Street Waterbury CT 06706

Requestor's Phone Number(s): 203-695-6776

Proposed individual(s) or group for whom the building or facility is to be renamed:  
Roberto Clemente Dual Language School

Reasons for renaming (attach any additional information to this form):

At the Hispanic's Community's request. Please reference letter attached.

If applicable, materials needed (signage, plaque, etc.) and cost of materials (please note any costs associated with this request are the sole responsibility of the requestor):

N/A

Please submit this form and any attachments to the Clerk of the Board of Education at 236 Grand Street, 1<sup>st</sup> floor, Waterbury, Connecticut 06702 or via email at [cswain@waterbury.k12.ct.us](mailto:cswain@waterbury.k12.ct.us)





**State of Connecticut**  
**HOUSE OF REPRESENTATIVES**  
STATE CAPITOL  
HARTFORD, CONNECTICUT 06106-1591

**REPRESENTATIVE GERALDO REYES, JR.**  
DEPUTY SPEAKER  
PAST CHAIR, BLACK & PUERTO RICAN CAUCUS  
75TH ASSEMBLY DISTRICT

LEGISLATIVE OFFICE BUILDING  
CAPITOL: (860) 240-8585  
TOLL FREE: (800) 842-8267

COMMITTEES

ENVIRONMENT COMMITTEE  
APPROPRIATIONS COMMITTEE  
TRANSPORTATION COMMITTEE  
LEGISLATIVE MANAGEMENT COMMITTEE

September 11, 2023

President Ann Sweeney  
Board of Education  
236 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

Dear President Sweeney,

Thank you all for allowing to express our appreciation and gratitude for this opportunity. We are truly honored and deeply moved to have been invited to speak at the momentous occasion of renaming the public school on Beecher Street in Waterbury. This event represents a profound step forward in embracing the values of equity, inclusion, and diversity that lie at the heart of our community's progress.

As we gather to commemorate this transformational moment, it is with great pride that we celebrate the renaming of the school to the Roberto Clemente Dual Language School. In a world where differences often divide us, it is essential to recognize and uplift the stories of those who have embodied unity and inspiration.

Roberto Clemente, Latin America's Biggest Afro Boricua star, personifies these ideals in the most exceptional way. His legacy of unwavering commitment to his craft, his community, and humanitarian causes has transcended borders and generations, making him a true icon across Latin America and beyond.

Clemente's dedication to excellence both on and off the field serves as an exemplary model for the values we aim to instill in our students. His spirit of generosity, social responsibility, and cultural pride exemplifies the ethos of our diverse Waterbury community.

By naming this school in his honor, we pay tribute to a man whose life's work continues to inspire countless individuals to overcome obstacles and reach for greatness. This renaming is not merely symbolic; it is a testament to our commitment to fostering a learning environment that celebrates the richness of languages, cultures, and perspectives.

By embracing a dual-language approach, we empower our students to navigate an increasingly interconnected world with confidence and proficiency. The Roberto Clemente Dual Language School will be a haven where students can embrace their heritage, while also embracing the beauty of language diversity.



In addition, this renaming marks a historic milestone for Waterbury. As the first school with a Spanish surname in its history, we set a precedent for acknowledging the contributions of the Latinx community that has been an integral part of our city's fabric.

The name "Roberto Clemente" becomes a symbol of unity, resilience, and progress as we move forward together. As we gather to celebrate this pivotal moment, let us remember that education is the cornerstone of change.

The Roberto Clemente Dual Language School will serve as a beacon of hope and opportunity, where young minds will be nurtured to become global citizens, compassionate leaders, and advocates for a just and inclusive society.

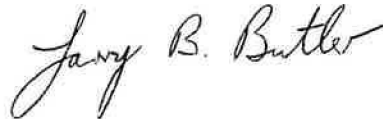
Thank you for the privilege of sharing in this celebration.

Let us come together to honor the legacy of Roberto Clemente and to embrace the transformative power of education, unity, and the pursuit of greatness. With utmost respect and admiration,

Sincerely,



Ing. Geraldo C. Reyes Jr.  
75<sup>th</sup> District Waterbury CT



Representative Larry B. Butler  
72<sup>nd</sup>, District Waterbury CT



Representative Michael DiGiovancarlo  
74<sup>th</sup> District Waterbury CT



Sandra Martinez McCarthy



Victor Lopez Jr.



## Physical Facilities

7553(a)

### **Renaming of Schools Buildings**

A school building is an individual building owned, operated, controlled, or governed by the Waterbury School District and its Board of Education.

#### **RATIONALE**

The Waterbury Board of Education recognizes that respect and gratitude for individuals who have made significant contributions to our School District and/or the City, as a whole, may be expressed by naming a building in honor of an individual.

Acknowledgement in this manner perpetuates the memory of the nominee's contribution and provides a sense of history for the future students, staff, and residents of the community.

Further, the Waterbury Board of Education recognizes the responsibility to consider the renaming of certain facilities as set forth in this policy.

#### **AUTHORITY**

The authority for naming all school buildings owned, operated, controlled, or governed by the Waterbury School District and its Board of Education rests with the Waterbury Board of Education.

#### **CRITERIA**

- Buildings to be renamed cannot have been previously designated as named in perpetuity as outlined in Waterbury Board of Education Policy 7551, and additionally listed under Policy 7551, Attachment A, except as allowed under Policy 7551.
- Buildings may be named for a deceased person(s) who have contributed significantly to the District through longevity of service, exemplary leadership, philanthropic contribution, connection to the local educational system, or other actions that benefitted the local community. To eliminate spontaneous or emotional response, nominations will not be considered until three years after the death of the individual.
- Names may denote the geographical area in which the school is located.
- Names may be used to denote identification of the program housed in the building.
- Names may denote a deceased person(s) prominent at the national or state level. Nominations will not be considered until three years after the death of the individual.
- Renaming of a school building will require a 2/3 majority of the Board of Education, present and absent.



**Renaming of Schools Buildings, continued**

**PROCEDURES**

1. All requests to rename school buildings should be sent to the Clerk of the Waterbury Board of Education. The request should provide the suggested building name for the proposed location, the rationale for the name submitted, and any related and supporting information. A form is available from the Office of the Clerk to the Board of Education (Appendix #18) or at the Department of Education's website – [www.waterbury.k12.ct.us](http://www.waterbury.k12.ct.us).
2. All requests received will be submitted to the Committee of the Whole for consideration at the next regularly scheduled Workshop meeting.
3. The Committee of the Whole will allow for 60 calendar days for consideration to allow for input from the public.
4. At the next regularly scheduled Workshop meeting following the 60 calendar days, the Board will agenda the request for final consideration and comment by the Committee of the Whole, with a vote at the next regularly scheduled Board Meeting.
5. Renaming, if approved, should be effective with the opening of the next school year to allow for signage changes, letterhead revision, etc. No renaming should take effect without sufficient time for the district to make all necessary adjustments to allow a smooth and complete transition.



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.1

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Franklin Covey Client Sales, Inc. for Leader in Me Software Custom Coaching Services and Software Licenses, subject to any non-substantive changes approved by the Corporation Counsel's office.



# MALONEY INTERDISTRICT MAGNET SCHOOL



**Mrs. Diane Bakewell**  
*Principal*

**Ms. Janet Phillips**  
*Vice Principal*

Date: November 30, 2023

To: Board of Alderman Members  
Board of Education Members

Re: Board Approval – Maloney Magnet School Contract for Franklin Covey (CRT23-634)

Maloney Magnet School respectfully requests your approval of our contract with Franklin Covey. This contract was achieved via a sole source approval through the purchasing department.

Franklin Covey's Leader in Me helps Maloney Magnet School build both leadership and life skills in our students through its curriculum which is implemented in classrooms during our daily morning meetings. The 7 Habits of Happy Kids creates a positive school culture along with accelerated academics for our students. Leader in Me provides a process that addresses challenges that students can be faced with. Through the Leader in Me membership and coaching days, teachers are able to provide support in many areas – physical, social and mental well-being. The 7 Habits of Happy Kids integrate into Maloney Magnet's daily procedures and school culture which in turn produces successful student leaders.

It is a 3 year agreement with two 1 year options to extend. The total cost of the 3 year agreement is \$37,970.00, equal to \$10,190.00 for the first year and \$13,890.00 each for the second and third years. The annual cost for the options, if exercised, are an additional \$13,890.00 per option. The funding source is the Maloney Magnet School Operating Grant.

Sincerely,

*Diane Bakewell*



**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**Leader in Me Software Subscription**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Franklin Covey Client Sales, Inc.**

**THIS AGREEMENT** (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Franklin Covey Client Sales, Inc. (the "Consultant" or "FranklinCovey"), located at 2200 West Parkway Boulevard, Salt Lake City, Utah 84119, a State of Utah duly registered domestic corporation, jointly referred to as the "Parties" to this Agreement.

**WHEREAS**, the Consultant provides licenses for various proprietary software products, including the Leader in Me software; and

**WHEREAS**, the Consultant provides custom coaching services to further assist customers who are utilizing the Leader in Me software; and

**WHEREAS**, the City desires to obtain custom coaching services and software licenses for the Consultant's Leader in Me software pursuant to the terms, conditions and provisions set forth in this Agreement (the "Project").

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

**1. Scope of Services.** The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this Agreement and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

**1.1.** The Project consists of **five hundred ninety (590)** annual user licenses for Leader in Me software and annual customized coaching sessions, as detailed and described more precisely in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:



- 1.1.1 Consultant's Price Proposal, consisting of one (1) page, attached hereto;
- 1.1.2 Consultant's Proposal, consisting of five (5) pages, attached hereto;
- 1.1.3 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 1.1.4 City Contract Compliance Documents, incorporated herein by reference;
- 1.1.5 Certificates of Insurance, incorporated herein by reference;
- 1.1.6 Licenses, incorporated herein by reference;
- 1.1.7 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 Any and all amendments and Change Orders, issued by the City after execution of this Contract
- 1.2.3 This Contract
- 1.2.4 Consultant's Price Proposal
- 1.2.5 Consultant's Proposal

**2. Consultant Representations Regarding Qualification and Accreditation.** The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant 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.

**2.1. Representations Regarding Personnel.** The Consultant 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 by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations Regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances.



Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

**2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present.** For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

**2.4. Criminal Background Check and DCF Registry Check.** The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

**2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities).** For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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



**3.1. Use of City Property.** To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant 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 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 Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

**3.3. Cleaning Up.** To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its 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 Premises "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 Consultant.

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

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.



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

**3.7. Due Diligence Obligation.** The Consultant hereby warrants and represents that prior to the submission of its Proposal and Price Proposal it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** It conducted or had opportunity to conduct all Due Diligence prior to the submission of its Proposal and Price Proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its Proposal and Price Proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity to ask questions it saw fit and to review the responses from the City;

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

**3.7.3** It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** It was responsible for specifying any changes and disclosing any new costs prior to the submittal of its Proposal and Price Proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

**3.7.5** It has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** It has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Contract Documents; and

**3.7.7** It agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.



**3.8. Reporting Requirement.** The Consultant shall deliver periodic written reports to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by the Consultant's Principal or a specifically authorized individual.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**3.9. Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to this Agreement are not the property of, or under the control of, the Consultant.

**3.9.1** The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Consultant except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Consultant within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

**3.9.2** The Consultant shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

**3.9.3** A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent,



or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Consultant, and correct any erroneous information therein.

**3.9.4** The Consultant shall take actions designed to ensure the security and confidentiality of student data.

**3.9.5** The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

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

**3.9.8** The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

**3.9.9** The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

**3.10. Confidentiality/FERPA.** Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Consultant shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of



Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

**3.10.1** Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by the Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

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

**4. Responsibilities of the City.** Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant 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 Consultant for the purpose of carrying out the services under this Contract.

**5. Contract Time.**

**5.1. Initial Term.** The Initial Term of this Contract shall commence on January 31, 2024 and terminate on January 30, 2027 ("Contract Time"). Consultant shall complete all work and services required under this Contract during Contract Time. Continuation of this Agreement for each year is contingent upon continued State funding.

**5.2. Option Periods.** The City, in its sole discretion, shall have the option to extend this Contract for up to **two (2)** additional **one (1)** year terms (collectively, the "Option Periods") upon reasonable notice to the Consultant and upon the same terms and conditions.

**5.2.1 Option Period 1:** January 31, 2027 through January 30, 2028

**5.2.2 Option Period 2:** January 31, 2028 through January 30, 2029

**5.3.** Time is and shall be of the essence for the completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will insure full completion thereof within



the Contract Time stated above. It is expressly understood and agreed by and between the Consultant and City that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6 and subject to continued State funding:

**6.1. Fee Schedule.** The fee payable to the Consultant shall be as set forth below and in accordance with Consultant's Price Proposal:

**6.1.1. Year One: January 31, 2024 – January 30, 2025.** The fee payable to the Consultant for services rendered shall not exceed **TEN THOUSAND ONE HUNDRED NINETY DOLLARS and ZERO CENTS (\$10,190.00)**, as more particularly set forth below.

**6.1.1.1 (590) Student Memberships, \$11.00 each.....\$6,490.00**

**6.1.1.2 (1) Custom Coaching Session, \$3,700.00 each.....\$3,700.00**

**Total: \$10,190.00**

**6.1.2. Year Two: January 31, 2025 – January 30, 2026.** The fee payable to the Consultant for services rendered shall not exceed **THIRTEEN THOUSAND EIGHT HUNDRED NINETY DOLLARS and ZERO CENTS (\$13,890.00)**, as more particularly set forth below.

**6.1.2.1 (590) Student Memberships, \$11.00 each.....\$6,490.00**

**6.1.2.2 (2) Custom Coaching Sessions, \$3,700.00 each.....\$7,400.00**

**Total: \$13,890.00**

**6.1.3. Year Three: January 31, 2026 – January 30, 2027.** The fee payable to the Consultant for services rendered shall not exceed **THIRTEEN THOUSAND EIGHT HUNDRED NINETY DOLLARS and ZERO CENTS (\$13,890.00)**, as more particularly set forth below.

**6.1.3.1 (590) Student Memberships, \$11.00 each.....\$6,490.00**

**6.1.3.2 (2) Custom Coaching Sessions, \$3,700.00 each.....\$7,400.00**

**Total: \$13,890.00**



**6.1.4. First Option Period: January 31, 2027 – January 30, 2028.** The fee payable to the Consultant for services rendered during the first Option Period, if so exercised by the City, shall not exceed **THIRTEEN THOUSAND EIGHT HUNDRED NINETY DOLLARS and ZERO CENTS (\$13,890.00).**

**6.1.4.1 (590) Student Memberships, \$11.00 each.....\$6,490.00**

**6.1.4.2 (2) Custom Coaching Sessions, \$3,700.00 each.....\$7,400.00**

**Total: \$13,890.00**

**6.1.5. Second Option Period: January 31, 2028 – January 30, 2029.** The fee payable to the Consultant for services rendered during the second Option Period, if so exercised by the City, shall not exceed **THIRTEEN THOUSAND EIGHT HUNDRED NINETY DOLLARS and ZERO CENTS (\$13,890.00).**

**6.1.5.1 (590) Student Memberships, \$11.00 each.....\$6,490.00**

**6.1.5.2 (2) Custom Coaching Sessions, \$3,700.00 each.....\$7,400.00**

**Total: \$13,890.00**

**6.2. Limitation of Payment.** Compensation payable to the Consultant is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

**6.3. Review of Work.** The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant 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 Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.



**6.4. Proposal Costs.** All costs of the Consultant in preparing its Proposal and Price Proposal shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**6.6. Liens.** Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested 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 Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant 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 Consultant 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.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

## **8. Indemnification.**

**8.1.** The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder;



(iii) enforcement action or any claim for breach of the Consultant duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, 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 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, 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.

**8.5. Royalties and Patents.** The Consultant 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 Consultant'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 Consultant 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 Consultant and as to any award made thereunder.

**8.6.** 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 Consultant 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 Consultant, or its subcontractor, omission or commission..

## **9. Consultant's Insurance.**

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



ratings or an equivalent City approved rating system.

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

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

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

**9.4.1 General Liability Insurance:**

**\$ 1,000,000.00** Per Occurrence

**\$ 2,000,000.00** General Aggregate

**\$ 2,000,000.00** Products/Completed Operations Aggregate

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

**9.4.2 Automobile Liability Insurance:**

**\$ 1,000,000.00** Combined single limit ("CSL")

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

**9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut. Employers' Liability ("EL"):**

**\$ 1,000,000.00** EL Each Accident

**\$ 1,000,000.00** EL Disease Each Employee

**\$ 1,000,000.00** EL Disease Policy Limit

Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

**9.4.4 Excess/Umbrella Liability:**

**\$ 1,000,000.00** Per Occurrence

**\$ 1,000,000.00** Aggregate



**9.4.5 Professional Liability/E&O:**  
**\$ 1,000,000.00 Per Wrongful Act**  
**\$ 1,000,000.00 Aggregate**

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

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

**9.7. Certificates of Insurance.** The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of the Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**10. Conformance with Federal, State and Other Jurisdictional Requirements.**

By executing this Contract, the Consultant 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 Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety



Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

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

**10.3.2** The Consultant 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.

**11. Discriminatory Practices.** In performing this Contract, the Consultant 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, gender identity or expression, 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.

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

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

**12. Intentionally Omitted.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant



under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Consultant 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 Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant 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 Consultant covered by this Contract, less payments of compensation previously made.

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

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

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

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



#### **13.4. Rights Upon Cancellation or Termination.**

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

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant 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 Consultant may negotiate a mutually acceptable payment to the Consultant 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 Work.

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

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, 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, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.



**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant 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).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

**15.2.** War, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

**15.3.** Acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

**15.4.** Strikes and labor disputes; and

**15.5.** Certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

**16. Subcontracting.** The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required



of the Consultant 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 Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

**17. Assignability.** The Consultant 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 Consultant 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.

**18. Audit.** The City reserves the right to audit the Consultant'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 Consultant 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.

**19. Risk of Damage and Loss.** The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Consultant.** The Consultant 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 Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** 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 Consultant.

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

**23. 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.

**24. 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.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract; and

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the



City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein); and

**25.1.3** the Final Completion Date has not been changed.

**25.2.** Notwithstanding the foregoing Subsection 25.1, a Change Order shall not include:

**25.2.1** an upward adjustment to a Consultant's payment claim; or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them.

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

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

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Consultant 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 Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and the Consultant 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.



**29. 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.

**30. Governing Law and Choice of Forum.** This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

**31. 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's Using Agency or the Consultant, 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:

Consultant: Franklin Covey Client Sales, Inc.  
2200 West Parkway Boulevard  
Salt Lake City, UT 84119

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

With a copy to: Office of the Corporation Counsel  
City Hall Building  
235 Grand Street, 3<sup>rd</sup> Floor  
Waterbury, CT 06702

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

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

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the



governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Consultant 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.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.



**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Consultant 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.

**32.10.** The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)."] 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"].

**32.11.** The Consultant 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.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest



provisions set forth in Chapter 39 of the Code of Ordinances.

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

**32.14. Prohibition Against Contingency Fees.** The Consultant 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.

**32.15. Freedom of Information Act Notice.** Pursuant to State statute, in the event the total compensation payable to the Consultant 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 Consultant 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.

### **33. Leader in Me License Terms and Conditions.**

**33.1. Grant of Rights to Portal.** FranklinCovey hereby grants the City a limited, non-exclusive, non-transferable, revocable license for teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of the City (e.g., Principal) prior to logging into the Portal. The City and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

**33.2. Intellectual Property License.** FranklinCovey hereby grants to the City a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's the Leader in Me® solution within the City's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, the City shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by the City. All works created by the City using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to the City by FranklinCovey, including intellectual property associated with The 7 Habits®. The City shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither the City nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly



post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by the City or its employees except as expressly provided for herein. Upon termination of this Agreement for any reason, the City shall immediately (i) discontinue all use of the FC IP; and (ii) discontinue all use of Derivative Works.

**33.3. Measurable Results Assessment.** The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from the City will be provided a URL link of the survey questions to share with staff, parents, and students. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

**33.4. Leadership Development.** Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. The City is responsible for all travel expenses incurred by Users attending such professional development.

**33.5. Copyright.** FranklinCovey owns all intellectual property rights, proprietary rights, and copyrights to all training session concepts and materials including, but not limited to, student and teacher guides, documentation, images, animation, sound, music, and text related to the Leader in Me program. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of such concepts and materials or any portion thereof is expressly prohibited and shall constitute a breach of this Agreement. The materials provided herein are intended for personal use only by Users to apply the concepts learned within the school, and are not for resale or public display. Nothing in this Agreement implies a license for the City to use the training session concepts and materials outside the scope of this Agreement.

**33.6. Leader in Me Notifications.** FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

**(Signature page follows)**



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

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

Print name: \_\_\_\_\_

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

Paul K. Pernerewski Jr., Mayor

Sign: \_\_\_\_\_

Print name: \_\_\_\_\_

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

WITNESSES:

FRANKLIN COVEY CLIENT SALES, INC.

Sign: Stephanie King

Print name: Stephanie King

By: [Signature]

Printed Name: Kimberly Neville

Title: Legal Director

Sign: Steve Young

Print name: Steve Young

Date: 12/11/2023



## **ATTACHMENT A**

- 1. Consultant's Price Proposal, consisting of one (1) page, attached hereto;**
- 2. Consultant's Proposal, consisting of five (5) pages, attached hereto;**
- 3. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;**
- 4. City Contract Compliance Documents, incorporated herein by reference;**
- 5. Certificates of Insurance, incorporated herein by reference;**
- 6. Licenses, incorporated herein by reference;**
- 7. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.**



Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
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#### 2024 - 2025

Membership per Student	1/31/2024	1/30/2025	1/31/2024	\$11.00	590	\$6,490.00
Custom Coaching Daily Rate				\$3,700.00	1	\$3,700.00
Subtotal for 2024-2025						\$10,190.00

#### 2025 - 2026

Membership per Student	1/31/2025	1/30/2026	1/31/2025	\$11.00	590	\$6,490.00
Custom Coaching Daily Rate				\$3,700.00	2	\$7,400.00
Subtotal for 2025-2026						\$13,890.00

#### 2026 - 2027

Membership per Student	1/31/2026	1/30/2027	1/31/2026	\$11.00	590	\$6,490.00
Custom Coaching Daily Rate				\$3,700.00	2	\$7,400.00
Subtotal for 2026-2027						\$13,890.00

#### 2027 - 2028

Membership per Student	1/31/2027	1/30/2028	1/31/2027	\$11.00	590	\$6,490.00
Custom Coaching Daily Rate				\$3,700.00	2	\$7,400.00
Subtotal for 2027-2028						\$13,890.00

#### 2028 - 2029

Membership per Student	1/31/2028	1/30/2029	1/31/2028	\$11.00	590	\$6,490.00
Custom Coaching Daily Rate				\$3,700.00	2	\$7,400.00
Subtotal for 2028-2029						\$13,890.00

Total Investment					\$65,750.00
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# The Power of Coaching

Though often underestimated and underutilized, coaching is the key to effective school improvement, including implementing SEL. FranklinCovey *Leader in Me* Coaching provides three types of coaching services to K-12 schools—Implementation, Executive, and Leadership Transition.

## The Challenge

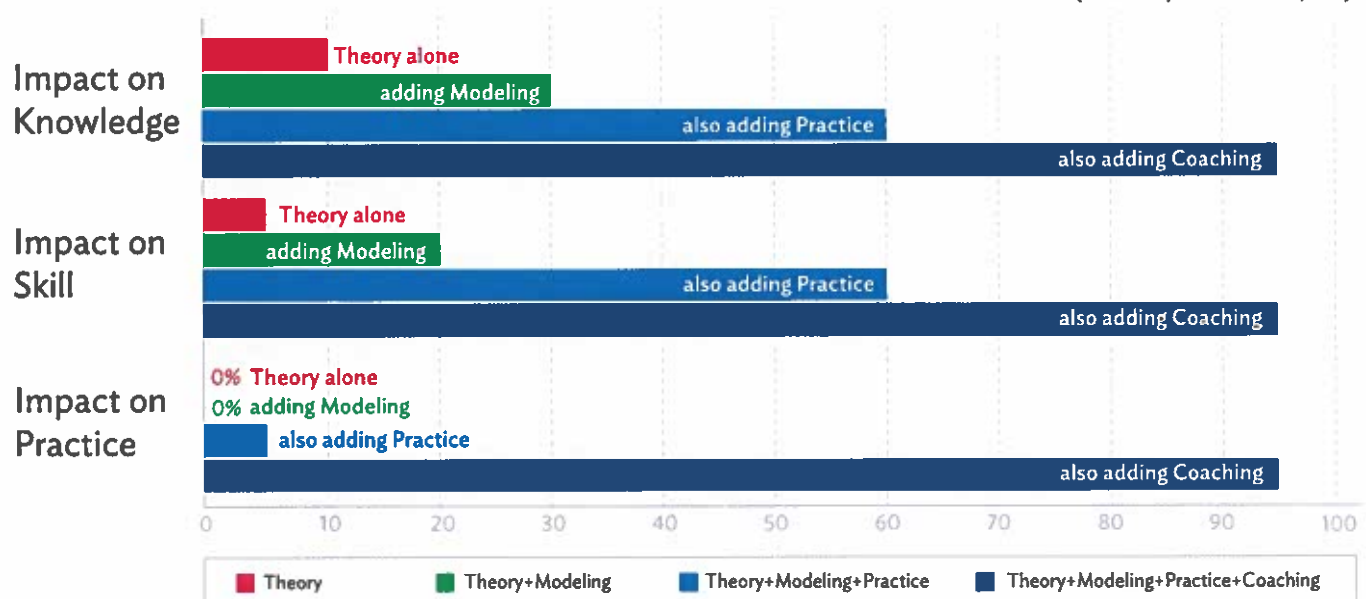
As schools become the front lines of addressing challenges that extend far beyond academics, they are increasingly turning to social-emotional learning (SEL) for research-based solutions. Unfortunately, many districts and schools struggle to implement SEL in a way that meets their greatest needs.

*44% of those schools and districts that do not use SEL say the primary barrier is “a lack of clarity on how to start implementing SEL.”*  
– Tyton Partners, 2020

## So, What Works for Effective Implementation? Effective, Ongoing Coaching

Experts in professional development have long understood the value of coaching. Research, like the classic work by Joyce and Showers (below), demonstrates its dramatic impact. Their work clearly shows that the addition of coaching to professional development models substantially increases the transfer of new knowledge into actual classroom practice above and beyond that of theory, modeling, and even practice.

(Source: Joyce and Showers, 2011)



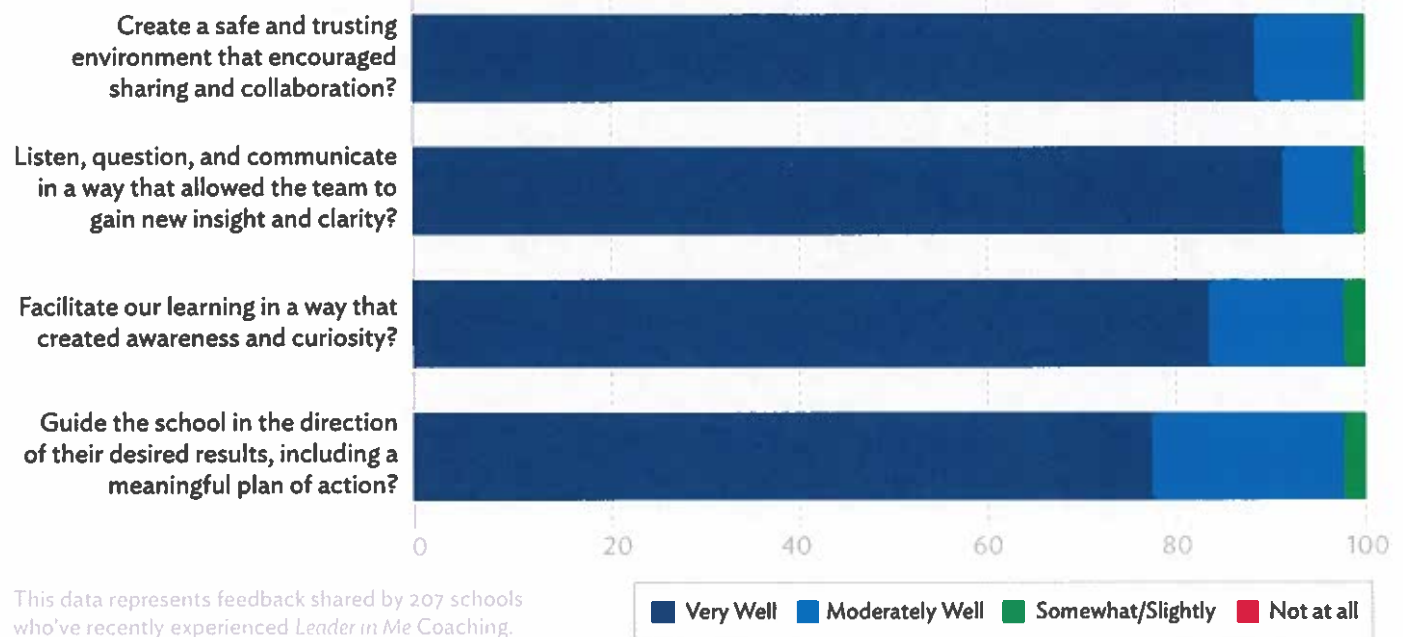


# Leader in Me Coaching

FranklinCovey *Leader in Me* is endorsed by CASEL as an evidence-based SEL process (K–6). However, *Leader in Me* is much more than SEL. It is a process of continuous growth and improvement that develops students, staff, and families with Core Paradigms and effective practices aligned to school, district, and statewide initiatives.

As a part of our ongoing professional learning, our Implementation Coaches support schools in taking their workshop knowledge and skill to a higher level of practice to drive a school's targeted measurable results.

## How Well Did Your Coach:



## What Schools are Saying About *Leader in Me* Coaching

"[Coach] is an **AMAZING LISTENER** and consistently asks questions that help us to remain focused and on a path that ensures school improvement. She has modeled how to have effective reflective conversations which has assisted me in doing that better with our staff."

"It was nice to have the individual time to address barriers and successes. Took the time to **ESTABLISH A SOLID ACTION PLAN** and looking forward to implementation and review."

"[Coach] is well prepared, creates a **WARM AND WELCOMING ENVIRONMENT** where all feel safe to share and learn from one and other."

"**EXCEPTIONALLY HELPFUL** for administrators that are trying to take their school to the next level."

"[Coach] asks great questions and **GUIDES US TO COME UP WITH SOLUTIONS ON OUR OWN.**"



# We Aim to Meet the Highest International Standards of Credibility

FranklinCovey *Leader in Me* has an established Executive Coach Training Program (LiMECTP). LiMECTP is designed to provide fundamental coach training aligned with the International Coach Federation (ICF).

Our training school is the first ICF accredited program in the field of education and is available to those who want to maximize the power of coaching in their schools, districts, and states. Our program occurs over a one-year period through a series of modules and mentoring.



Approved Coach Specific Training Hours  
International Coach Federation

## Transformational Coaching

### Executive Coaching

Executive Coaching through FranklinCovey *Leader in Me* is a one-on-one coaching partnership with a district or school-based leader established for the purpose of unlocking personal and/or professional potential, jointly achieving critical personal and organizational goals. The FranklinCovey Coach will partner with a leader in a thought-provoking and creative process that helps them break through barriers and focus on the actions necessary to achieve their desired results as a leader.

### Leadership Transition Coaching

Leadership Transition Coaching is a one-on-one coaching partnership with a new building leader established for the purpose of equipping them in *The 4 Essential Roles of Leadership*®. Conversations also include alignment of the *Leader in Me* process with School Improvement Plans and Measurable Results Assessment. The FranklinCovey Coach will partner with building leaders in a way that supports clarity and confidence in their leadership journey.

## The Support You Need

### We Bring Coaching Expertise That Gets Results

**Results matter!** Our Implementation Coaching helps schools adopt a results mindset. Coaches bring a track record of building trust that enable school teams to identify their daily actions necessary to drive results.

# 483

combined years of experience  
coaching in education.

# 290

combined years of experience  
coaching SEL implementation.



# Leader in Me Coaching: We Know Education

**Experience Matters!** Our *Leader in Me* Coaching team has spent many years on the front lines of education, working in classrooms and as administrators. This experience gives them first-hand knowledge of the barriers and fatigue that can get in the way of implementing new initiatives; Coaches support schools in overcoming these challenges.

## TEACHING EXPERTISE

**682**  
years

of combined classroom  
teaching experience

**Primary: 409 years**

(Average Coach experience: 9.1 years)

**Secondary: 273 years**

(Average Coach experience: 8.2 years)

## ADMINISTRATIVE EXPERTISE

**507**  
years

of combined school  
administrative experience

**Primary: 375 years**

(Average Coach experience: 9.6 years)

**Secondary: 132 years**

(Average Coach experience: 6.0 years)

## OTHER K-12 EXPERTISE

**250**  
years

of combined experience  
filling other school roles\*

**Primary: 155 years**

(Average Coach experience: 7.0 years)

**Secondary: 95 years**

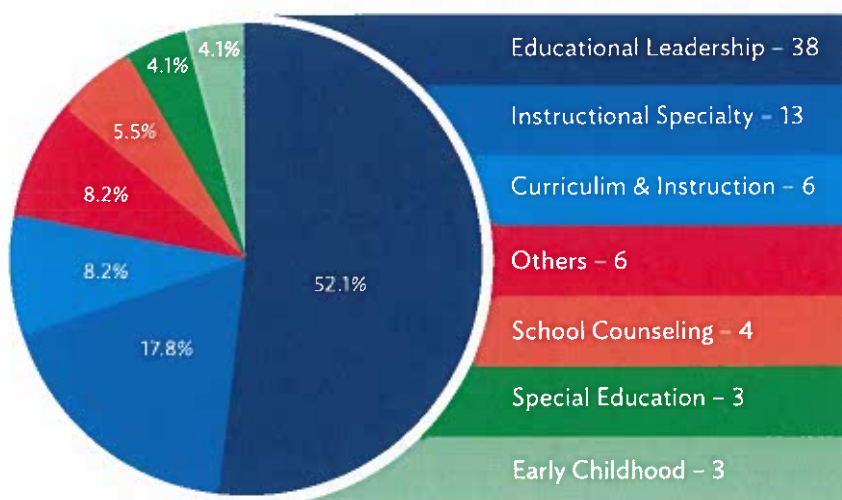
(Average Coach experience: 9.5 years)

## Leader in Me Coaching: Advanced Levels of Educational Expertise

LiM Coaches' Advanced Degrees: Areas of Specialization

**90%** of *Leader in Me*  
Coaches have  
masters degrees  
in education or  
a related field.\*

**15%** *Leader in Me*  
Coaches have  
doctorate  
degrees in  
education or  
a related field.



\*All Coaches who do not have an advanced academic degree have advanced certifications or experience in professional coaching.

(e.g. School Counselors, Instructional Coaches, ESL/ ELL, and other Content Area Specialists, etc.).

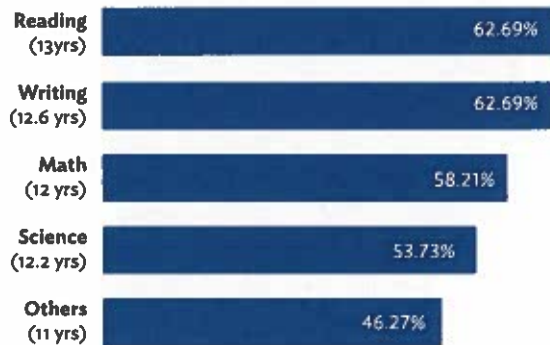


# Leader in Me Coaching: We Understand Your Students

Implementing new school improvement initiatives can be a large shift for many communities. Schools often find comfort in the depth of experience of *Leader in Me* Coaches. Their knowledge of varying subjects and familiarity with different student populations is wide-ranging, as evidenced below.

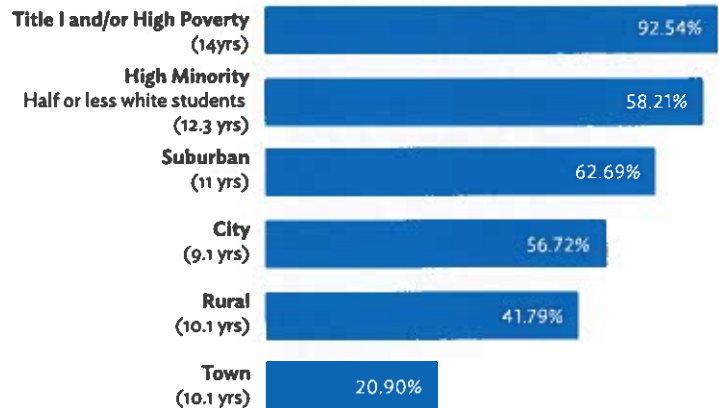
## % of LiM Coaches With Experience Teaching These Subject Areas

(Average length of coach experience)

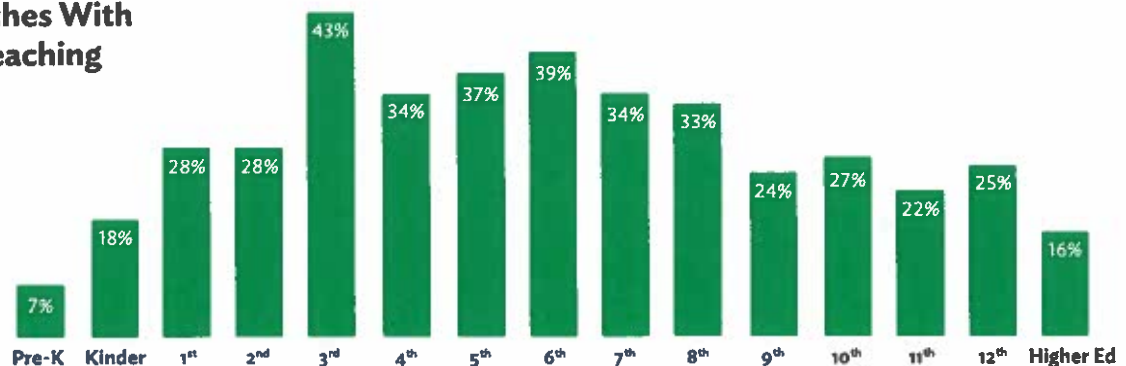


## % of LiM Coaches With Experience Working With These School Populations

(Average length of coach experience)



## % of LiM Coaches With Experience Teaching These Grades

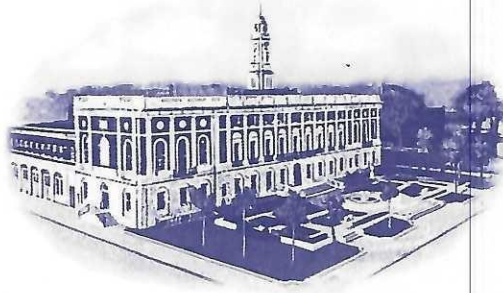


## REFERENCE

1. Bryant, G., Mainelli, A., Crowley, S., & Davidsen, C. (2020) Finding Your Place: The Current State of K-12 Social Emotional Learning. Tyton Partners.
2. Kraft, M.A., Blazar, D., Hogan, D. (2018). The effect of teacher coaching on instruction and achievement: A meta-analysis of the causal evidence. Review of educational research, 88(4), 547-588.
3. Tschannen-Moran, M., & McMaster, P. (2009). Sources of self-efficacy: Four professional development formats and their relationship to self-efficacy and implementation of a new teaching strategy. The elementary school journal, 110(2), 228-245.




**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Diane Bakewell, Principal – Maloney Interdistrict Magnet School

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for Franklin Covey's Leader In Me Program

Date: November 7, 2023

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After review of the memo dated November 7, 2023 along with the Sole Source letter from Franklin Covey, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



# MALONEY INTERDISTRICT MAGNET SCHOOL

Mrs. Diane Bakewell  
*Principal*



Ms. Janet Phillips  
*Vice Principal*

November 7<sup>th</sup>, 2023

Franklin Covey's Leader in Me helps Maloney Magnet School build both leadership and life skills in our students through its curriculum which is implemented in classrooms during our daily morning meetings. The 7 Habits of Happy Kids creates a positive school culture along with accelerated academics for our students.

Leader in Me provides a process that addresses challenges that elementary students can be faced with. Through Leader in Me teachers are able to provide support in many areas – physical, social and mental well-being. The 7 Habits of Happy Kids integrate into Maloney Magnet's daily procedures and school culture which in turn produces successful student leaders.

A multi-year agreement is requested where our annual cost will be locked in for 3 years, only requiring us to pay our renewal fee on a yearly basis.

A handwritten signature in blue ink that reads "Diane Bakewell".

Diane Bakewell  
Principal





To Whom It May Concern:

FranklinCovey has created a holistic framework for increasing the overall effectiveness and quality performance of organizations, as well as for improving effectiveness in one's personal life. This framework, entitled Principle-Centered Leadership®, encompasses a variety of products and services including assessment and measurement, consulting, training, implementation processes, and application tools.

The assessment and measurement aspect of FranklinCovey's training, consulting and any related material, is wholly owned by FranklinCovey and is not distributed through or provided by anyone but FranklinCovey. Additionally, FranklinCovey retains the exclusive rights in granting a license for use of its intellectual property.

Because of the uniqueness of FranklinCovey's Principle-Centered approach, FranklinCovey is the only approved supplier of the training materials used in conjunction with its licensed programs. The following leadership-and organizational-oriented courses, services, materials and the license for use are available only from FranklinCovey.\*

1. The 7 Habits of Highly Effective People® and derivative courses including The 7Habits for Teens®
2. The Choice is Yours™, The Decision is Yours™, The Leader in Me™ and affiliated products such as, but not limited to, the Student Activity Guide, Annotated Teacher Edition Activity Guide and posters.
3. The Leader in Me™ Vision Day, Implementation and Lighthouse Team Training
4. Empowerment Day and Achieving Schoolwide Goals
5. The Leader in Me™ website license subscription.
6. The Leader in Me™ Coaching

\* Because of the breadth of FranklinCovey's product offerings, this list may not be inclusive of all sole-source materials.

The copyrighted materials related to the above-referenced curriculums include course-specific participant manuals, profiles, assessments, and surveys as well as other copyrighted and trademark-registered materials.

If you have any questions or need additional information, please contact me at 801/817-5635.  
Federal Tax ID: 87-0561601.

Sincerely,

Ms. Michael Bettin  
Director Legal Services



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

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

**A. Contracts**

**No Contracts with the City**



(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

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

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**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**



(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



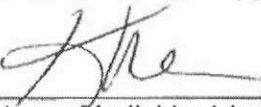
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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.

Franklin Covey Client Sales, Inc.  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

12/11/2023  
Date

Legal Director  
Print or Type Name and Title (if applicable)

DELIVERED

By Mail  
*Fed-Ex.*



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:

Franklin Covey Client Sales, Inc.  
2200 W Parkway Blvd.  
Salt Lake City, UT 84119

Print Name and Title of Authorized Representative:

Kimberly Neville, Legal Director

Signature of Authorized Representative:

[Signature]

Date: 12/11/2023



**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 Utah

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

County of Salt Lake

Kimberly Neville, being first duly  
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**  
of Franklin Covey Client Sales, Inc. (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



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

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
Franklin Covey Client Sales, Inc. is a wholly owned subsidiary of Franklin Covey Co. Franklin Covey Co. is publicly traded on the NYSE (ticker symbol – FC). Please see our annual report and publicly filings, which identify all decision-makers and pertinent business interests. Courtesy copies are available at <a href="https://ir.franklincovey.com">https://ir.franklincovey.com</a>				

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
Franklin Covey Client Sales, Inc. previously provided coaching services and a one-year Leadership in Me membership to Maloney Magnet Elementary School. The term of the contract ran from 9/26/2022 to 9/25/23; contract value was \$12,100.00.				

(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



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

(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 Franklin Covey Co.		n/a – publicly traded entity	100
2			
3			
4			

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

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



**CITY OF WATERBURY**

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

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

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

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

) SS

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

My Commission Expires: \_\_\_\_\_ (Notary Public)

**For Corporation**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Signatory  
2200 W Parkway Blvd.  
Salt Lake City, Utah 84119  
Address of Business



Affix  
Corporate  
Seal

By: Steve Young  
Name of Authorized Corporate Officer

Its: President, Franklin Covey  
Title Client Sales, Inc.



**CITY OF WATERBURY**

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

State of Utah )

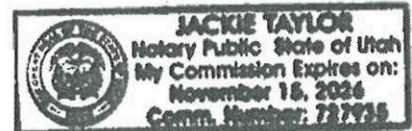
) SS

County of Salt Lake )

Kimberly Neville being duly sworn,  
deposes and says that he/she is the Legal Director of Franklin Corey Client Sales, Inc.  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 11<sup>th</sup> day of December 2023.

Jackie Taylor  
(Notary Public)  
My Commission Expires: November 15, 2026







Date: 12/12/2023

**From:** Delinquent Tax Office  
**To:** Jerry Gay, BOE - Contracts Manager-Waterbury Board of Education  
**Subject:** Tax Clearance

-----  
As of this date, the records in the Tax Collector's Office indicate that the following are  
not delinquent for taxes, water or parking tickets.

Franklin Covey Client sales Inc.  
2200 W Parkway Blvd  
Salt Lake City, Utah 84119

If you have any questions regarding this matter, please do not hesitate to call our office  
at (203) 574-6810.

Very truly yours,

A handwritten signature in cursive script that reads "Nancy J. Olson".

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

NO/ln





FRANCOV-01

RSMITH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
IMA, Inc. - Salt Lake City  
95 S State Street  
Suite 1300  
Salt Lake City, UT 84111

## CONTACT

NAME:

PHONE (A/C, No, Ext): (801) 325-5000

FAX

(A/C, No): (801) 532-2804

E-MAIL

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: American Casualty Company of Reading, Pennsylvania

20427

INSURER B: Transportation Insurance Company

20494

INSURER C: The Continental Insurance Company

35289

INSURER D: ACE American Insurance Company

22667

INSURER E:

INSURER F:

## INSURED

FranklinCovey Co. and FranklinCovey Client Sales, Inc.  
2200 West Parkway Blvd  
Salt Lake City, UT 84119

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	7015425931	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7015433656	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deds \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7015435570	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 Follows form \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7015424469	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof'l/ia/retro 3-16-06			D95593033	9/1/2023	9/1/2024	Ret \$100,000; Agg/Occ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Waterbury and its Board of Education are included as Additional Insured with regard to products/services provided by the Named Insured. Coverage shall be considered primary and non-contributory. Waiver of Subrogation is granted in favor of same.

## CERTIFICATE HOLDER

## CANCELLATION

Maloney Magnet Elementary School  
Attn: Donna Cullen  
233 Elm Street  
Waterbury, CT 6702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.2

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two to the Professional Services Agreement with Brightly Software Inc. (f/k/a Dude Solutions) Amendment, subject to any non-substantive changes approved by the Corporation Counsel's office.



## Memorandum

To: Board of Education

From: Mike Konopka, School Inspector, School Inspector's Office BOE

Date: December 14, 2023

Re: **Board of Education Approval Request / Executive Summary** – Board of Education Contract Amendment between City of Waterbury and Brightly Software.

---

The School Inspector's Office respectfully requests your approval of the above-referenced contract amendment in the amount of \$19,160.60, between The City of Waterbury and Brightly Software.

The funding source for this project is the General Fund.

This request is for a 6-month extension to existing expiring contract (12/31/23).

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of Documents, including Contract, Proposals, has been placed on file with the City Clerk's Office.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.



---

Mike Konopka  
Attachment

cc: Attorney Joshua Coker, via email, w/o attachment.



**AMENDMENT #2**  
**To**  
**Professional Services Agreement**  
**RFP No. 6329**  
**for**  
**Facility Management System**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Brightly Software, Inc.**

**THIS AMENDMENT** ("Amendment #2"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and Brightly Software, Inc. (the "Consultant"), located at 11000 Regency Parkway Suite 400, Cary, North Carolina, a State of Delaware duly registered foreign corporation (jointly referred to as the "Parties" to this Amendment #2).

**WHEREAS**, Consultant submitted a proposal to the City responding to **RFP No. 6329** for a Facility Management System, and the City selected Consultant to perform the services; and

**WHEREAS**, the City and Brightly Software, Inc., then known as Dude Solutions, Inc., entered into an Agreement effective February 12, 2020 (the "Agreement"), for a Facility Management System; and

**WHEREAS**, effective December 22, 2022, Brightly Software, Inc. and the City executed an amendment to the Agreement extending the duration of the Agreement by an additional year, terminating on December 31, 2023 ("Amendment #1"); and

**WHEREAS**, in accordance with Section 19 of the Agreement, the parties agree to amend the Agreement a second time to include additional time and compensation; and

**NOW THEREFORE**, it is mutually agreed to amend the Agreement as follows:

1. **Section 5. ("Contract Time") of the above referenced Agreement, as previously amended by Amendment #1, shall be further amended to extend the Contract Time from December 31, 2023 to June 30, 2024. Therefore, Section 5 shall be deleted in its entirety and replaced with the following:**

**5. Contract Time.** The Consultant shall commence all work and services required under this contract on January 1, 2020 and shall complete all work and services required under this Contract on June 30, 2024 ("Contract Time");

**5.1.** Time is and shall be of the essence for the completion date of the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood



and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work.

2. **Section 6.1. ("Fee Schedule") of the above referenced Agreement shall be amended to add an additional six months of compensation. Therefore, Section 6.1. shall be deleted in its entirety and replaced with the following:**

**6.1. Fee Schedule.** The fee payable to the Consultant shall not exceed **ONE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS and EIGHTY-ONE CENTS (\$152,756.81)**; with the payment being in accordance with the Consultant's Updated Cost Proposal, dated May 16, 2019, the Consultant's Amendment #1 Cost Proposal, dated February 28, 2022, and the Consultant's Amendment #2 Cost Proposal, dated December 13, 2023, the latter of which is attached hereto as part of Attachment A and made material part hereof with the basis of payment being as follows:

6.1.1	Year 1- January 1, 2020- December 31, 2020 Thirty-Six Thousand Nine Hundred Twenty Six Dollars.....	\$36,926.00
6.1.2	Year 2- January 1, 2021- December 31, 2021 Thirty Thousand One Hundred Sixty-Two Dollars and Thirty Cents.....	\$30,162.30
6.1.3	Year 3- January 1, 2022- December 31, 2022 Thirty One Thousand Six Hundred Seventy Dollars and Forty-Five Cents.....	\$31,670.45
6.1.4	Amendment #1- January 1, 2023- December 31, 2023 Thirty-Four Thousand Eight Hundred Thirty Seven Dollars And Forty-Six Cents.....	\$34,837.46
6.1.5	Amendment #2- January 1, 2024- June 30, 2024 Nineteen Thousand One Hundred Sixty Dollars And Sixty Cents.....	\$19,160.60

3. **Section 12.2 ("Termination for Convenience of the City") shall be amended to state that it is not applicable to this Amendment period. Therefore, Section 12.2 shall be deleted in its entirety and replaced with the following:**

**12.2. Termination for Convenience of the City.** The City may terminate this Contract at any time, upon forty-five (45) days' written notice, for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant 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 Consultant covered by this Contract, less payments of compensation previously made. This Section 12.2. shall not be applicable for the period January 1, 2023 – June 30, 2024.

4. **Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:**



1. Consultant's Amendment #2 Cost Proposal, dated December 13, 2023, consisting of 2 pages (excluding terms and conditions), attached hereto.
5. All other terms and conditions of said Agreement, as amended by Amendment #1, shall remain in full force and effect and binding upon the Parties.
6. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #2 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

\_\_\_\_\_  
Sign & Print name

By:

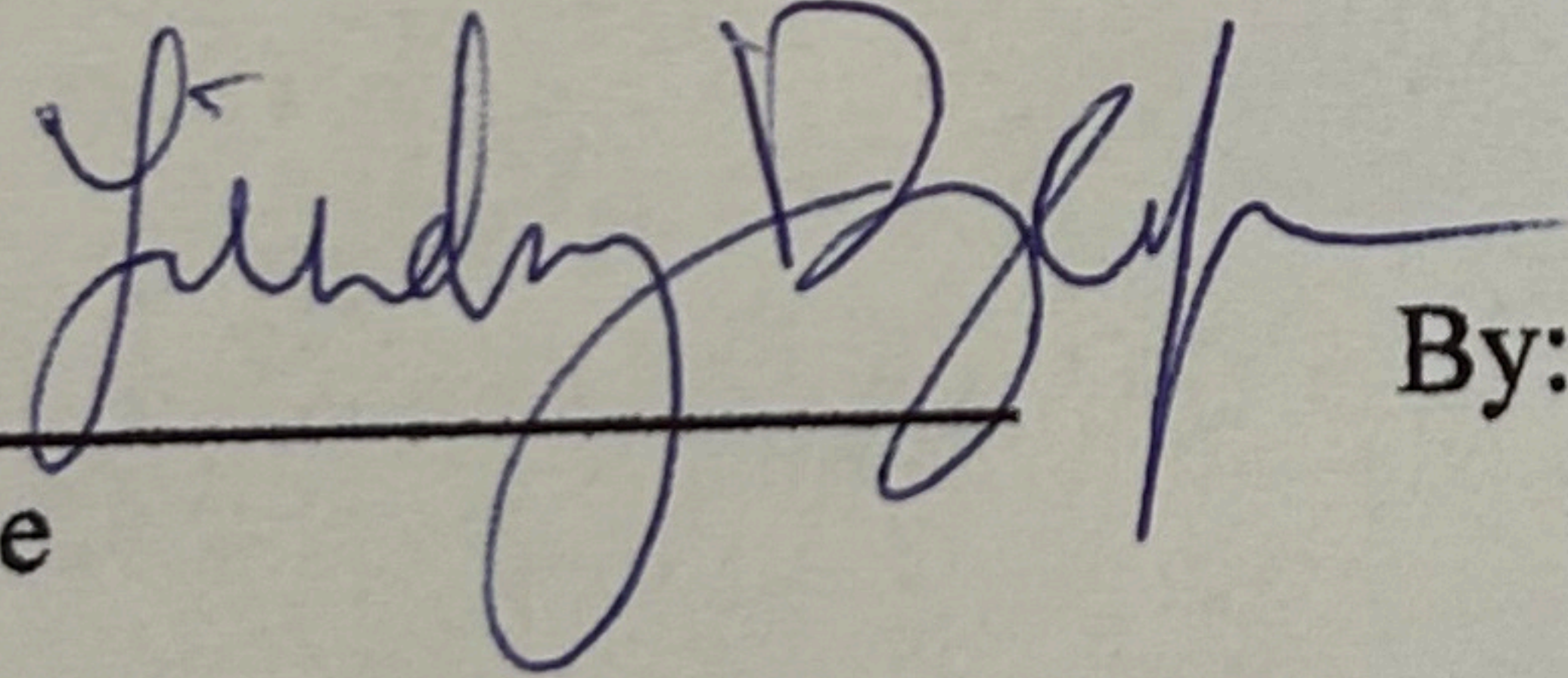
\_\_\_\_\_  
Paul K. Pernerewski Jr.  
Mayor, City of Waterbury

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

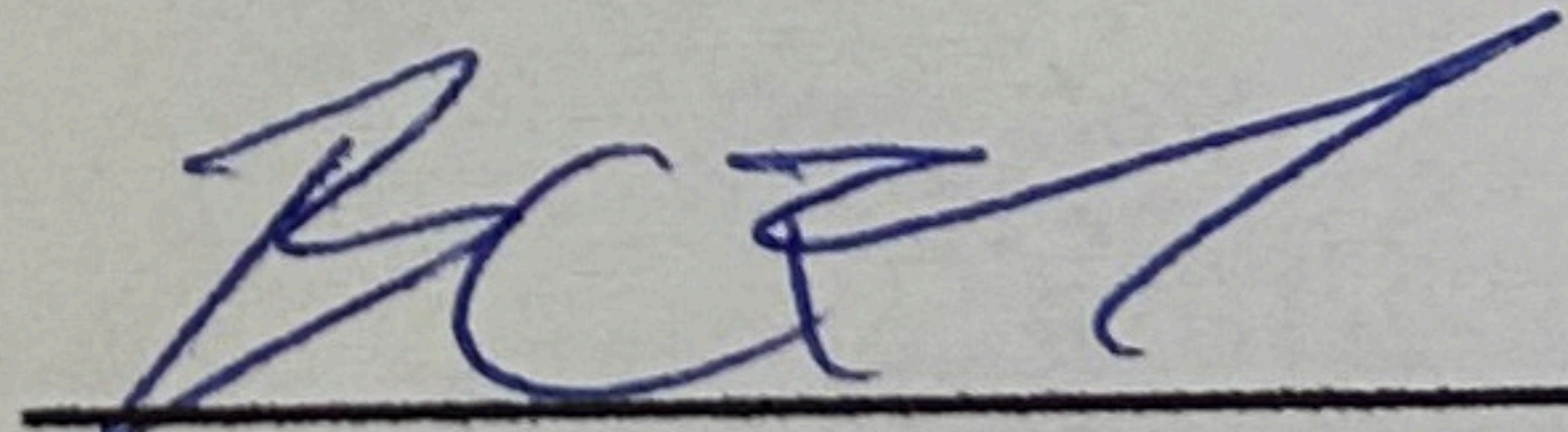
\_\_\_\_\_  
Sign & Print name

WITNESSES:

BRIGHTLY SOFTWARE, INC.

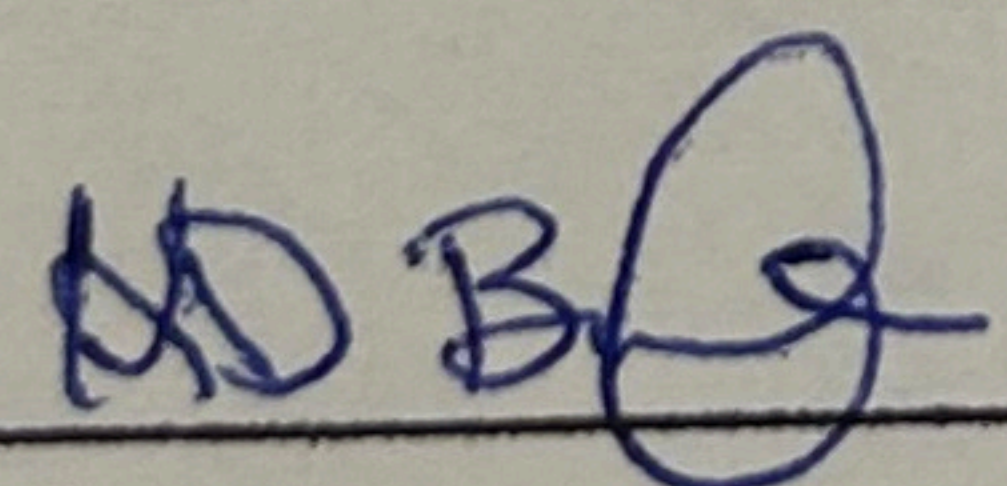
Lindsay Benfer,   
\_\_\_\_\_  
Sign & Print name

By:

  
\_\_\_\_\_  
Signature

Its: SVP, Sales

Date: 12/14/2023

KEVIN BENFER   
\_\_\_\_\_  
Sign & Print name



**ATTACHMENT A to Amendment #2**

1. Consultant's Amendment #2 Cost Proposal, dated December 13, 2023, consisting of 2 pages (excluding terms and conditions), attached hereto.

PREPARED FOR  
Waterbury Public Schools ("Subscriber")

PREPARED BY  
Brightly Software Inc ("Company")  
11000 Regency Parkway, Suite 300  
Cary, NC 27518

Brightly Software is not Brightly. Some world-class software, new look, same feel.

www.brightlysoftware.com

PUBLISHED ON

December 13, 2023



8

**PREPARED FOR**

Waterbury Public Schools ("Subscriber")

**PREPARED BY**

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

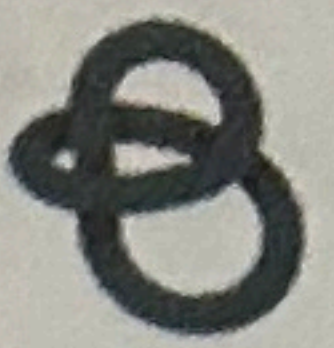
**Dude Solutions is now Brightly. Same world-class software, new look and feel.**

**Meet Brightly at [brightlysoftware.com](https://brightlysoftware.com)**

**PUBLISHED ON**

December 13, 2023





Q-387992

December 13, 2023  
Waterbury Public Schools

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Waterbury Public Schools:

**Subscription Term: 6 months (01/01/2024 - 06/30/2024)**

Item	Start Date	End Date	Investment
Asset Essentials Connector Toolkit	1/1/2024	6/30/2024	384.20 USD
Asset Essentials Core	1/1/2024	6/30/2024	12,786.63 USD
Asset Essentials Inventory	1/1/2024	6/30/2024	5,989.77 USD
<b>Annual Renewal:</b>			<b>19,160.60 USD</b>



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.1

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Conte, Joseph	Intra-District Head Boys' Volleyball Coach	WCA	03/16/24
Dickey, Ryan	Head Boys Swimming Coach	KHS	11/25/23
Drewry, Emily	Intra-District Head Girls' Soccer Coach	KHS	03/16/24
Hibbert, Alethia	Intra-District Head Boys' Volleyball Coach	KHS	03/16/24
Piccolo, Carla	Intra-District Head Boys' Volleyball Coach	WHS	03/16/24
Scialla, Marlena	Assistant Indoor Track Coach	KHS	11/30/23
Sturdivant, Jason	Head Girls Basketball Coach	WCA	11/27/23

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.2

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Position/location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Alers-Alves, Marissa	Parent Liaison WAMS	FT	\$20.06/hr	UPSEU 69	Title I/DW 23-25	11/9/23
Bard, Charlotte	Tutor Chase	PT	\$34/hr	NONBOE	Title I/A 23-25	11/09/23
Beltre-Marmolejos, Cesar	Office Manager Human Capital	FT	\$20/hr	UPSEU 69	Title II/A District 23-25	11/09/23
Broughton, Michael	Computer Instr. Asst - Chase	FT	\$15/hr	F UPSEU 69	General Fund	11/16/23
Gibson, Wanda	Crossing Guard Walsh	PT	\$15/hr	SCG	General Fund	11/16/23
Hayes, Debra	Family Resource Center Coord.	FT	\$28/hr	F UPSEU 69	FRC 23-24	11/30/23
Katz, Cheryl	College and Career Coord. WAMS/WCA	FT	\$28/hr	F UPSEU 69	ESSER II 21-24	11/09/23
Lee, Ellen	Tutor Chase	PT	\$34/hr	NONBOE	Title I/A 23-25	11/09/23
Orta de Garcia, Yohanny	Tutor International	PT	\$25/hr	NONBOE	Title II/A 23-25	11/16/23
Ortiz, Christopher	Non-Certified Instr. Adult Ed	PT	\$25/hr	NONBOE	Adult Ed 23-24	11/09/23
Scalzo, Timothy	Audio, Visual and Lighting Tech WAMS	FT	\$18/hr	F UPSEU 69	WAMS 23-24	12/07/23
Steele, Cimone	Hall Monitor Crosby	PT	\$105/day	NONBOE	SIG 7 CHS 23-25	11/20/23
Wright, Samantha	Parent Liaison Reed	FT	\$20.06/hr	UPSEU 69	Title I/A 22-24	11/16/23

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.3

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following miscellaneous after-school program appointments:

<u>Name/Position</u>	<u>Program</u>
Castellone, Tyler – Teacher	Academic Academy – 21 <sup>st</sup> Century
De Santis, Paula – Teacher	
Fengeler, Jessica – Teacher	
McCue, Erin - Teacher	
Arroyo, Maria – Rec. Specialist	Bucks Hill – 21 <sup>st</sup> Century

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.4

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
Banks, Melissa	Social Studies Content Coordinator	WMS
Santana, Zulma	MTSS Coordinator	WHS – CN
Aguirre-Galan, Ashley	Mastery Based Learning Panel	CHS & Enlightenment
Andrezjewski, Elizabeth	Mastery Based Learning Panel	CHS
Bayliss, Michelle	Mastery Based Learning Panel	CHS & Enlightenment
Christopher, James	Mastery Based Learning Panel	CHS & Enlightenment
Donofrio, Christi	Mastery Based Learning Panel	CHS & Enlightenment
Forte, Diane	Mastery Based Learning Panel	CHS
Graffam, Korena	Mastery Based Learning Panel	CHS & Enlightenment
Massicotte, Tracy	Mastery Based Learning Panel	CHS
McGuire, Elona	Mastery Based Learning Panel	CHS & Enlightenment
Mead, Christine	Mastery Based Learning Panel	CHS & Enlightenment
Joseph Perusse, Joseph	Mastery Based Learning Panel	Enlightenment (WHS)
Hinton, Marci	Mastery Based Learning Panel	Enlightenment (WHS)
Sincuir, Silvia	Mastery Based Learning Panel	Enlightenment (WHS)
Henson, Elizabeth	Mastery Based Learning Panel	Enlightenment (WHS)
Riddick, Deandre	Mastery Based Learning Panel	Enlightenment (WHS)
Kelly, Wendy	Mastery Based Learning Panel	Enlightenment (WHS)
Donohue, Kelly	Mastery Based Learning Panel	Enlightenment (CHS)
Genua, Jerry	Mastery Based Learning Panel	Enlightenment (CHS)
Vilardo, Maria	Mastery Based Learning Panel	Enlightenment (CHS)
Ferrari, Lindsay	Mastery Based Learning Panel	Enlightenment (WCA)
Freitas, Ashley	Mastery Based Learning Panel	Enlightenment (WCA)
Obrien, Kendra A.	Mastery Based Learning Panel	Enlightenment (WCA)
Sejdaras, Benjola	Mastery Based Learning Panel	Enlightenment (WCA)
Germain, Ben	Mastery Based Learning Panel	State Street
Byron, Danielle	Curriculum Writing	Secondary Math
Scialla, Marlana	Curriculum Writing	Secondary Math
Sullivan, Carly	Curriculum Writing	Secondary Math

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.5

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended School Hours (ESH) and Priority School District (PSD) program appointments:

<u>School</u>	<u>Last name</u>	<u>First Name</u>	<u>Assignment</u>
Driggs	Sam	Hannah	Sub Administrator
	Pastore-Quezada	Paula	Teacher
	Gomez	Bridgett	Sub Administrator
Walsh	Laird	Jennifer	Sub Teacher
Washington	Nguyen	Karena	Sub Teacher
	Santos	Melanie	Sub Teacher
Wilson	Feest	Katie	Admin/lead
	Geci	Rayae	Teacher
	Jones	Cathy	Sub Teacher
	Lopez	Melissa	Teacher
	Trigueiro	Mariana	Teacher
International	Rodriguez, Velez	Nanichi	Teacher (PSD)

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.6

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Rotella After School Program Session Two (Enrichment and Academic) appointments:

<u>Teachers</u>	<u>Administrator</u>
Marly Parker (W & Th.)	Carla Cruess
Julia Matthews (W & Th.)	Robin Henry
Mary Monroe (M – Th.)	Dana Wallace/Sub
Jeanne Stevens (M & T)	Angela Heidgerd/Sub
Alexus Lee (M & T)	
Jennifer DeJesus (W & Th.)	<u>AV Tech</u>
Stephanie Heckman (W & Th.)	Antonio Coles (W & Th.)
Lyndsy Ignacio (W & Th.)	
Krista Zaccagnini (W & Th.)	<u>Clerical</u>
Rebecca Hanlon (W & Th.)	Shonda Wiggins
<u>Teacher Subs</u>	<u>Paras</u>
Dawn Biolo	Rebecca James (M – Th.)
Jennifer DeJesus	Greta Monteiro (M – Th.)
Lyndsy Ignacio	
Monica Santovasi	
Odet Simoes	
Jeanne Stevens	

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.7

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended Clean Opening Transfers:

*Voluntary immediate transfers 2023-24 SY:*

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM: Previous Location</u>	<u>TO: New Location (Permanent)</u>	<u>EFFECTIVE</u>
Albino	Christine	Driggs Literacy Title I	Tinker Lit. Facilitator	1/8/2024
Kontulis-Trentacosta	Krista	Driggs Gr 5	DW STEM Coach	2023-24 SY

*Voluntary Clean opening transfers 2023-24 SY:*

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM: Previous Location-temporary</u>	<u>TO: New Location-Permanent</u>	<u>EFFECTIVE</u>
Aguirre-Galan	Ashley	CHS Special Ed HS	CHS Special Ed HS	2024-25 SY
Ahmeti	Zhenita	Generali ESL	Generali ESL	2024-25 SY
Albanese	Ellen	Kingsbury Gr 3	Kingsbury Gr 3	2024-25 SY
Ariola	Jennifer	Wendell Gr K	Wendell Gr K	2024-25 SY
Arisian	Michael	Enlightenment/State Street Split ESL	Enlightenment/State Street Split ESL	2024-25 SY
Baranowski	Judith	DW Psychologist	DW Psychologist	2024-25 SY
Barisha	Karen	Wilson Gr 5	Wilson Gr 5	2024-25 SY
Beahm	Rosemarie	CHS Guid. Counselor	CHS Guid. Counselor	2024-25 SY
Benton	Emily	KHS Math HS	KHS Math HS	2024-25 SY
Beveridge	Gabrielle	Reed Gr 5	Reed Gr 5	2024-25 SY
Bhatnagar	Sonali	Reed Library Media Specialist	Reed Library Media Specialist	2024-25 SY
Bond	Troy	Academic Academy ELA/Science Gr 6	Academic Academy ELA/Science Gr 6	2024-25 SY
Branco	Sofia	DW Social Worker	DW Social Worker	2024-25 SY
Brown	Aisha	DW Social Worker	DW Social Worker	2024-25 SY



Bruce	Jamel	WHS Special Ed - BDLC	WHS Special Ed - BDLC	2024-25 SY
Bruch	Franklyn	Enlightenment Literacy Title I HS	Enlightenment Literacy Title I HS	2024-25 SY
Burgess	Susan	Acad. Academy Gr 5	Acad. Academy Gr 5	2024-25 SY
Caplash	Shobhna	WHS Special Ed HS - Essential Skills	WHS Special Ed HS - Essential Skills	2024-25 SY
Capobianco	Olivia	Gilmartin Special Ed SCOPE	Gilmartin Special Ed SCOPE	2024-25 SY
Carangelo	Casey	WHS ELA HS	WHS ELA HS	2024-25 SY
Casceillo	Jennifer	NEMS Soc. Studies MS	NEMS Soc. Studies MS	2024-25 SY
Castro	Rosalie	Reed Gr 3	Reed Gr 3	2024-25 SY
Charlton	Zene	Sprague Gr 2	Sprague Gr 2	2024-25 SY
Cichowski	Brianna	Tinker Gr 5	Tinker Gr 5	2024-25 SY
Cifuentes	Andrea	Duggan Special Ed Co-Taught Gr K	Duggan Special Ed Co-Taught Gr K	2024-25 SY
Coer	Jessica	Wilson Gr 1	Wilson Gr 1	2024-25 SY
Collette	Emma	Driggs Gr 2	Driggs Gr 2	2024-25 SY
Conchado	Ryan	Generali Spec. Ed Elem.	Generali Spec. Ed Elem.	2024-25 SY
Conner	Carrington	Wilson Gr 5	Wilson Gr 5	2024-25 SY
Cordova-Rolon	Carmen	Hopeville Bilingual Gr 4	Hopeville Bilingual Gr 4	2024-25 SY
Daminani	Patricia	WSMS Guid. Counselor	WSMS Guid. Counselor	2024-25 SY
Dauti	Djellza	Reed Gr 4	Reed Gr 4	2024-25 SY
DeCiccio	Elizabeth	WAMS ELA Gr 7	WAMS ELA Gr 7	2024-25 SY
Delk	Erika	Rotella Gr 5	Rotella Gr 5	2024-25 SY
DiLorenzo	Rachel	WHS Special Ed HS	WHS Special Ed HS	2024-25 SY
Doyle	Katie	KHS ELA HS	KHS ELA HS	2024-25 SY
Doyle	Kiley	Washington Gr 1	Washington Gr 1	2024-25 SY
Elawad	Rana	Wilson Gr 2	Wilson Gr 2	2024-25 SY
Elliott	Kristen	KHS ELA HS	KHS ELA HS	2024-25 SY
Facchini	Alexandria	State Street Spec. Ed HS	State Street Spec. Ed HS	2024-25 SY
Foley	Kyle	NEMS Soc. Studies MS	NEMS Soc. Studies MS	2024-25 SY
Gallinoto	Madeline	Generali Gr 4	Generali Gr 4	2024-25 SY
Garafola	Denise	Generali Spec. Ed Elem.	Generali Spec. Ed Elem.	2024-25 SY
Gardner	Tia-Simone	Wilson Gr K Reg. Ed Co-Taught	Wilson Gr K Reg. Ed Co-Taught	2024-25 SY
Garitta	Daniel	NEMS Soc. Studies Gr 8	NEMS Soc. Studies Gr 8	2024-25 SY



Gartman	Alexandria	WMS ELA Gr 8	WMS ELA Gr 8	2024-25 SY
Geffken	Melissa	WMS Math Gr 6	WMS Math Gr 6	2024-25 SY
Gilberto	Aaron	Wendell Guidance Counselor	Wendell Guidance Counselor	2024-25 SY
Gizzi	Adriana	Driggs Gr 5	Driggs Gr 5	2024-25 SY
Glass	Rosalyn	WSMS FCS-Culinary	WSMS FCS-Culinary	2024-25 SY
Goff	Collen	NEMS ELA Gr 8	NEMS ELA Gr 8	2024-25 SY
Gonzalez	Krystle	Bucks Hill Annex Special Ed Gr PreK	Bucks Hill Annex Special Ed Gr PreK	2024-25 SY
Gordon	Kimberly	Acad. Academy ELA MS	Acad. Academy ELA MS	2024-25 SY
Gouveia	Taylor	Academic Academy ELA/Soc. Studies Gr 5-6	Academic Academy ELA/Soc. Studies Gr 5-6	2024-25 SY
Guarda	Karen	Sprague Gr K	Sprague Gr K	2024-25 SY
Haas	Taylor	Sprague Gr 4	Sprague Gr 4	2024-25 SY
Hall	Amari	Carrington Math Gr 7-8	Carrington Math Gr 7-8	2024-25 SY
Hart	Richard	Duggan Soc. Studies MS	Duggan Soc. Studies MS	2024-25 SY
Hartery	Kevin	WHS PE/Health	WHS PE/Health	2024-25 SY
Hasemann	Erich	WMS SEL Counselor	WMS SEL Counselor	2024-25 SY
Hibbert	Alethia	KHS PE/Health	KHS PE/Health	2024-25 SY
Hines-Cumberledge	Sandra	WHS FCS - Culinary	WHS FCS - Culinary	2024-25 SY
Hintz	Josephine	WHS Tech Ed – Agric./Greenhouse	WHS Tech Ed – Agric./Greenhouse	2024-25 SY
Horner	Mykarra	Wilson Gr 3	Wilson Gr 3	2024-25 SY
Hulteen	Brooke	Sprague Gr 4	Sprague Gr 4	2024-25 SY
Hurlburt	Regina	Bucks Hill Annex Special Ed Gr PreK	Bucks Hill Annex Special Ed Gr PreK	2024-25 SY
Indelicato	Lisa	State Street Special Ed Gr PreK	State Street Special Ed Gr PreK	2024-25 SY
Infante	Sonia	World Language - Spanish	World Language - Spanish	2024-25 SY
Jovani	Griselda	Reed ESL Elem.	Reed ESL Elem.	2024-25 SY
Kagey	Melanie	Bucks Hill Gr K	Bucks Hill Gr K	2024-25 SY
Keane	Brandon	Reed Social Studies MS	Reed Social Studies MS	2024-25 SY
Khoury	Michael	CHS ELA HS	CHS ELA HS	2024-25 SY
Kolukisa	Susan	Washington Special Ed Elem.	Washington Special Ed Elem.	2024-25 SY
Kowal	Michelle	Driggs Special Ed Elem.	Driggs Special Ed Elem.	2024-25 SY



LaPrade	Leah	Wilson Gr K Special Ed Co-Taught	Wilson Gr K Special Ed Co-Taught	2024-25 SY
LaSalle	Ashley	WMS ELA Gr 8	WMS ELA Gr 8	2024-25 SY
Lee	Alexus	Rotella Gr 4	Rotella Gr 4	2024-25 SY
Levy Sainfleur	Shasalee	Regan Gr 2	Regan Gr 2	2024-25 SY
Linnell	Colby	Wendell PE/Health	Wendell PE/Health	2024-25 SY
Louis	Melanie	NEMS ELA Gr 6	NEMS ELA Gr 6	2024-25 SY
Loustaunau	Taylor	Enlightenment SS HS	Enlightenment SS HS	2024-25 SY
Maldonado	Joanne	Walsh Gr 2	Walsh Gr 2	2024-25 SY
Marchak	Nancy	Generali Gr K	Generali Gr K	2024-25 SY
Marchetti	Michele	WSMS Special Ed	WSMS Special Ed	2024-25 SY
Marcus	Wayne	Wilson Gr 4	Wilson Gr 4	2024-25 SY
Mars	Kristen	Reed Special Ed Elem/MS Gr 4-8	Reed Special Ed Elem/MS Gr 4-8	2024-25 SY
Marszalek-Baldyga	Julia	Wendell ELA MS Gr 6-8	Wendell ELA MS Gr 6-8	2024-25 SY
Martin	Samantha	Wilson Gr 4	Wilson Gr 4	2024-25 SY
Matthews	Heather	State Street Guidance Counselor	State Street Guidance Counselor	2024-25 SY
Mayhew	Walter	WMS Math Gr 8	WMS Math Gr 8	2024-25 SY
McAlinden	Patricia	DW Social Worker	DW Social Worker	2024-25 SY
McAllister	Patricia	Walsh Gr 4	Walsh Gr 4	2024-25 SY
McNulty	Maura	Wilson Gr 3	Wilson Gr 3	2024-25 SY
Mercogliano	Cynthia	CHS ELA HS	CHS ELA HS	2024-25 SY
Miller	Persis	Wilson Special Ed Elem.	Wilson Special Ed Elem.	2024-25 SY
Mudry	Jeffrey	Wilson Gr 1	Wilson Gr 1	2024-25 SY
Muniz	Stacey	CHS Allied Health	CHS Allied Health	2024-25 SY
Munoz	Victoria	CHS Music	CHS Music	2024-25 SY
Murray	Rachel	Carrington Science MS	Carrington Science MS	2024-25 SY
Nano	Denisa	Bunker Hill Gr K	Bunker Hill Gr K	2024-25 SY
Napp	Matthew	Carrington ELA Gr 7-8	Carrington ELA Gr 7-8	2024-25 SY
Nealy	Lashonda	Chase Gr 4	Chase Gr 4	2024-25 SY
O'Connor	Timothy	Academic Acad. Gr 4	Academic Acad. Gr 4	2024-25 SY
O'Grady	Juliana	Wendell Gr PreK	Wendell Gr PreK	2024-25 SY
Oliveira	Silvia	WHS World Language - Spanish	WHS World Language - Spanish	2024-25 SY
Onofrio	Nicole	Bucks Hill Annex Reg. Ed Co-Taught Gr PreK	Bucks Hill Annex Reg. Ed Co-Taught Gr PreK	2024-25 SY
Osagie	Nancy	Kingsbury Gr 4	Kingsbury Gr 4	2024-25 SY
Osorio	Natalie	DW Social Worker	DW Social Worker	2024-25 SY
Ouellette	Katelynn	Generali Gr 2	Generali Gr 2	2024-25 SY
Park	Pauline	WAMS Music HS	WAMS Music HS	2024-25 SY



Parks	Eric	State Street Gr 6	State Street Gr 6	2024-25 SY
Phelan	Andrew	WHS Science HS	WHS Science HS	2024-25 SY
Plachcinski	Stephany	State Street Special Ed Elem.	State Street Special Ed Elem.	2024-25 SY
Porcaro	Stefanie	KHS Art	KHS Art	2024-25 SY
Potts	Tawnesha	State Street Special Ed MS/HS	State Street Special Ed MS/HS	2024-25 SY
Pucci	Benjamin	Reed Gr 3	Reed Gr 3	2024-25 SY
Riegel	Hillary	Wilson Gr 1	Wilson Gr 1	2024-25 SY
Rinaldi	Joseph	Gilmartin Special Ed - SCOPE Gr 3-5	Gilmartin Special Ed - SCOPE Gr 3-5	2024-25 SY
Rivera Gierbolini	Jose	CHS World Language - Spanish	CHS World Language - Spanish	2024-25 SY
Robinson	Yolonda	Sprague Special Ed Elem.	Sprague Special Ed Elem.	2024-25 SY
Roy	Sarah	WSMS Science Gr 8	WSMS Science Gr 8	2024-25 SY
Royka	Samantha	Washington Gr 3	Washington Gr 3	2024-25 SY
Sackey	Anna	Sprague Gr K	Sprague Gr K	2024-25 SY
Sargis	Kristen	Walsh Gr K	Walsh Gr K	2024-25 SY
Sergi	Laura	Bunker Hill Gr 5	Bunker Hill Gr 5	2024-25 SY
Signore	Deirdre	NEMS ELA Gr 6	NEMS ELA Gr 6	2024-25 SY
Silva	Nicole	WCA ELA HS	WCA ELA HS	2024-25 SY
Stanwicks	Meghan	NEMS PE/Health	NEMS PE/Health	2024-25 SY
Stoto	Ashley	Walsh Gr 1	Walsh Gr 1	2024-25 SY
Sufra	Wendy	DW Social Worker	DW Social Worker	2024-25 SY
Swan	Shania	Bunker Hill Gr K	Bunker Hill Gr K	2024-25 SY
Texidor	Julio	Hopeville Bilingual Gr 5	Hopeville Bilingual Gr 5	2024-25 SY
Thomas	Richard	WAMS Math HS	WAMS Math HS	2024-25 SY
Ureta	Isabele	Bucks Hill Gr 2	Bucks Hill Gr 2	2024-25 SY
Velez	Catarina	Sprague Art	Sprague Art	2024-25 SY
Verderame	Kayla	NEMS ESL MS	NEMS ESL MS	2024-25 SY
Vernon	Tavoyah	Gilmartin Guidance Counselor	Gilmartin Guidance Counselor	2024-25 SY
Waldron	John	Duggan Math/Science Gr 5	Duggan Math/Science Gr 5	2024-25 SY
Walker	Ivy	Duggan Special Ed Elem.	Duggan Special Ed Elem.	2024-25 SY
Walters	Garnet	Bunker Hill Music	Bunker Hill Music	2024-25 SY
Williams Iverson	Verretta	Driggs Gr 5	Driggs Gr 5	2024-25 SY
Yates	Arreyion	Kingsbury Gr K	Kingsbury Gr K	2024-25 SY
Zirpolo	Forrest	CHS Science HS - Biology	CHS Science HS - Biology	2024-25 SY



Voluntary Clean opening transfers 2023-24 SY:

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM: Previous Location</u>	<u>TO: New Location</u>	<u>EFFECTIVE</u>
Clark	Leah	Duggan Spec. Ed Gr K-5	WHS Special Ed - CBT	2024-25 SY
Gemmell	Sherrie	NEMS ELA Gr 6	WAMS ELA Gr 8	2024-25 SY
Helman	Emma	CHS Science HS - Biology	WHS Science HS - Biology	2024-25 SY
Hyland	Melissa	NEMS ELA Gr 8	NEMS ELA Gr 6	2024-25 SY
Mahan	Jill	CHS Science HS - Physical	WHS Science HS - Biology	2024-25 SY
Philips	Cheryl	Kingsbury Gr 5	Rotella Math/Science Gr 5	2024-25 SY
Rahman	Vareesha	Driggs Guidance Counselor	Wilson Guidance Counselor	2024-25 SY
Rodriguez	Lynette	Duggan Math MS	WCA Math HS	2024-25 SY
Smith	Leah	WMS Math Gr 8	WMS Numeracy	2024-25 SY
Smolley	Nicole	Generali Gr 1	Bucks Hill Lit. Title I	2024-25 SY

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.8

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Brown, Lisa	Supervisor of Special Education	12/29/23
Case, Mary	WAMS Music	06/30/24
Matos, Jacqueline	Elementary Bilingual Coach	01/31/24

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.9

December 21, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Bessette, Amanda	General Special Ed	11/17/23
Faber, Cheryl	WMS/Rotella Special Ed	12/22/23
Kershaw, Tania	International Grade 2 Spanish	12/22/23
Sullo, Danielle	Tinker Library Media Specialist	12/01/23
Tramontanis, Brittany	Kingsbury Grade 4	12/14/23

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools