

# Board of Education

## REGULAR MEETING

Thursday, May 16, 2019 – 6:30 p.m.

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

## A G E N D A

### **1. Silent Prayer**

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

### **3. Roll Call**

### **4. Communications**

- a. Email communication from CABE dated April 26, 2019 regarding Policy Highlights.
- b. Copy of communication dated April 29, 2019 from Civil Service certifying Ana Coelho for the position of Administrative Associate I.
- c. Copy of communication dated May 6, 2019 from Civil Service certifying Jerry Johnson for the position of Maintainer I.
- d. Email communication from CABE dated May 10, 2019 regarding Policy Highlights.
- e. Copy of communications dated May 9, 2019 from Civil Service certifying Rustem Safiu and Robinson Gervacio Fernandez for the position of Maintainer I.
- f. Copy of communication dated May 9, 2019 from Civil Service to Rookmani Adolphus regarding offer of employment for position of Lunchroom Aide.
- g. Copy of communication dated May 9, 2019 from Civil Service to certifying Sarah Carpenter for the position of Teaching Vice Principal at NEMS.

### **5. Award Presentation**

### **6. 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.

### **7. Superintendent's Announcements**

### **8. President's Comments**

### **9. Consent Calendar**

9.1 *Committee of the Whole:* Request approval of the revised 2019/2020 School Year Calendar.

9.2 *Committee on Building & School Facilities:* Acceptance of the Duggan School Project (State Project #151-0252) as complete.

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

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

### **10. Items Removed from Consent Calendar**

**11. Committee on Grievances – Commissioner Hernandez**

11.1 WTA Grievance 18-19-23.

11.2 WTA Grievance 18-19-24.

**12. Committee on Building and School Facilities – Comm. J. Van Stone**

12.1 Lease Agreement with Saint Blaise Parish Corporation for property located on John Street, Waterbury, Connecticut.

**13. Superintendent’s Notification to the Board**

13.1 Maloney Magnet Schools Summer School appointments, salary per contract, subject to enrollment:

Administrator		Donna Cullen
Admin Sub		Ann Drewry, Stacey Gittings
Curriculum Support		Ann Drewry, Margaret Palomba
IT		Frank Vigliotti
Subs		Leah Grabowski
Secretary		Shanna Zawislak & Anna Perugini
Kindergarten	Math	Cherie Couture
	Technology	David Couture
	Reading	Siobhan Kalnins
1 <sup>st</sup> & 2 <sup>nd</sup> Grade	Reading	Jennifer Hibbs
	Math	Jason Dombrowski
	Reading	Marlene Madera
	Technology	Barbara Moulthrop
3 <sup>rd</sup> and 4 <sup>th</sup> Grade	Writing	Cristina Crespo
	Math/Science	Branden Strileckis
	Reading	Esther D’Esposito
	Writing	Andrew Dunn
	Technology	Erin Fogarty

13.2 Teacher new hires:

<u>Name</u>		<u>Position</u>		<u>Effective</u>
Torres Toledo	Maria	Bucks Hill	Special Ed. Gr. 1-5	2/4/2019
Gagne	Crystal	Driggs	Special Ed.	3/13/2019
Valentin	Crystal	Generali	Gr. 2	4/1/2019

13.3 Retirements:

Crudele, Joanna – Vice Principal, CHS, effective 06/30/19.

Minutillo, Mary – Hopeville Kindergarten, effective 06/01/19.

White, Sharlene – Pre-K Special Education, effective 06/30/19.

13.4 Resignations:

Fabian, Haley – Maloney Magnet School grade 2, effective 06/30/19 (correction).

Garcia, Katie – WCA Human Services, effective 06/30/19.

Trainer, Timothy – WHS Biology, effective 04/26/19.

**14. *Unfinished Business of Preceding Meeting Only***

**15. *Other Unfinished, New, and Miscellaneous Business***

**16. *Executive Session***

**17. *Adjournment***

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #9.1

May 16, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends approval of the revised 2019/2020 School Year Calendar, as attached.

Approved:

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Karen E. Harvey

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON BUILDING AND SCHOOL FACILITIES**

Item #9.2

May 16, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends that the Waterbury Board of Education approve the acceptance of the Duggan School Project, State Project #151-0252, as complete.

Approved:

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Jason Van Stone

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #9.3

May 16, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
T. St. Pierre	Duggan gym: Fridays, 4/26 – 6/7/19, 2:15-3:15 pm (Fitness Fury) Duggan café: Monday, May 20, 4:30-6:30 pm (Middle School Dance)
M. A. Marold	Wilby aud.: Tues., June 4, 9:00–10:30 am (Links Organization & Wtby. Public Schools venue on human trafficking)
J. Frenis	Reed room 22: May 1, 8, 15, 22, 29 & 6/5, 12, 3:00-5:00 pm (Math tutoring workshops for teachers)
D. Melendez	Chase gym: Wed., May 1, 5:00-7:00 pm (Family Literacy Night)
E. Remillard	Rotella café: Tuesday, May 7, 3:30-6:00 pm (CSCA union meeting – for part time café, office workers)
S. Petteway	Bucks Hill gym: Thurs., May 9, 5:30-7:00 pm (Family Science Night)
J. Morales	WAMS bus lane: Tues., May 21, 3:00-6:00 pm (Food Truck Festival)
J. Farrell	WAMS gym: Wed., June 5, 2:00-4:00 pm (NJHS Quidditch games activity)
A.M. Brites	Kennedy bldg: Friday, May 17, 5-10 pm and Saturday, May 18, 7 am – 4 pm (Community Day)
*R. Harmon	Wilby auditorium & café: Tues., May 21, 3:00-9:00 pm (Book Club)
*C. Garfman	Rotella café: Thurs., June 6, 4:00-5:30 pm (UPSEU ratification vote)
*A Edwards	Tinker gym: Thurs., June 6, 5:30-7:00 pm (Reading Night)
*Park & Rec.	Kennedy pool: May 25, June 1, 8, 15, 22, 1:00-8:00 pm (lifeguard training certification course)
V. Cuevas	
*F. Brown	WSMS aux. gym: Sat., June 1, 7:00 pm performance and Sun., June 2 <sup>nd</sup> 6:00 pm performance
*E. Paolino	Sprague café, gym: Wed., June 5, 5:00-7:15 pm (Family Night)
*M. Spescha	WAMS apron stage: Fri., May 17, 4:00-6:30 pm (NHS ceremony)
*J. Reed	Career Academy café & classrooms: July 8 – 12, 8:30 am-3:30 pm (Computer app program for middle school students)
*C. Swain	WAMS atrium: Thurs., May 30, 6:00-9:30 pm (Special Bd. Of Ed. Mtg.)

Approved:

\_\_\_\_\_  
Jason Van Stone

MAY 3 2013

*Book*

SCHOOL PERSONNEL USE ONLY

DATE: 5/3/13

TO: SCHOOL BUSINESS OFFICE

FROM: Roberta Harlow

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

NAME OF SCHOOL REQUESTED: Wilby H.S.

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: ~~ES~~ Tues. May 21 2013

FROM: 3:00 am/pm TO: 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

The Enlightening the Mind Book Club is having  
an authors workshop and dinner.

[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 the police and fire headquarters.

MAY 1 - 2019

*clerk  
1/20/19*

SCHOOL PERSONNEL USE ONLY

DATE: 4/30/19

TO: SCHOOL BUSINESS OFFICE

FROM: WATERBURY BOE CLASS ASSIST.

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

NAME OF SCHOOL REQUESTED: ROTELLA SCHOOL/CAFETERIA

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

*CAFETERIA*

DATES REQUESTED: THURSDAY, JUNE 6, 2019  
FROM: 4 am/pm TO: 5<sup>30</sup> am/pm

FOR THE FOLLOWING PURPOSES:

RATIFICATION VOTE FOR  
UNION (WATERBURY CLASSRM ASSIST)  
CONTRACT

(UPSEU)

*[Signature]*  
APPLICANT  
CORY GARFMAN  
860 460 7169  
CORY GARFMAN

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.



*Mark*

MAY 1 - 2019

SCHOOL PERSONNEL USE ONLY

DATE: 5/1/19

TO: SCHOOL BUSINESS OFFICE

FROM: Azzalee Edwards

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

NAME OF SCHOOL REQUESTED: B.W. Tinker School

Auditorium

Gymnasium

Swimming Pool

Cafeteria/Rooms

DATES REQUESTED: June 6<sup>th</sup>

FROM: 5:30 am/pm

TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Reading Night

Azzalee Edwards  
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.

MAY 3 2019

SCHOOL PERSONNEL USE ONLY

DATE: 5-3-19

TO: SCHOOL BUSINESS OFFICE

FROM: Bureau of Recreation - Victor Cuevas

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     Café/Rooms

DATES REQUESTED: May 25<sup>th</sup>, June 1, 8, 15, 22

FROM: 1:00 (am/pm) TO: 8:00 (am/pm)

FOR THE FOLLOWING PURPOSES:

Lifeguard Training Certification Course

Victor Cuevas  
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.

*[Handwritten signature]*

MAY - 6 2019

SCHOOL PERSONNEL USE ONLY

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

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

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

NAME OF SCHOOL REQUESTED: West Side Middle School

- Auditorium
- Gymnasium
- Swimming Pool
- Café

*Aux Gym*

DATES REQUESTED: June 1st and 2nd 2019

Time: June 1st (7pm) June 2nd (6pm)

FOR THE FOLLOWING PURPOSES:

The school's play (The Big Bold Musical)

Fallon Dunn Brown  
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.

MAY 13 2019

*Book*

SCHOOL PERSONNEL USE ONLY

DATE: May 13, 2019

TO: SCHOOL BUSINESS OFFICE

FROM: Ellen Paulino, Principal Walsh

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

NAME OF SCHOOL REQUESTED: Walsh

Auditorium     Gymnasium/  
cafe     Swimming Pool     Café/Rooms

DATES REQUESTED: Wednesday June 5, 2019

FROM: 5 am/pm    TO: 7:15 am/pm

FOR THE FOLLOWING PURPOSES:

Walsh School Recipe for Ael  
Club Culminating activity,  
pot luck dinner and family  
night.

Ellen Paulino  
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.

MAY 14 2019

*WAMS*

SCHOOL PERSONNEL USE ONLY

DATE: 5/9/17

TO: SCHOOL BUSINESS OFFICE  
FROM: WAMS NLS

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

NAME OF SCHOOL REQUESTED: WAMS

Auditorium  Gymnasium  Swimming Pool  Café/Rooms

*Apron Stage*

DATES REQUESTED: 5/17/19 Friday  
FROM: 4:00 am/pm TO: 6:30 am/pm

FOR THE FOLLOWING PURPOSES:

National Honor Society Induction Ceremony

*Mike Spascha*  
APPLICANT

Mike Spascha

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

C:\Users\bfoley\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\15871K53\SCHOOL reservation form.doc

MAY 14 2019

SCHOOL PERSONNEL USE ONLY

DATE: 5.13.19

TO: SCHOOL BUSINESS OFFICE  
FROM: John Reed

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

Auditorium     Gymnasium     Swimming Pool     Café/Rooms  
Cafe plus rooms 352, 351, 224, 225, 226, 227, 114,

DATES REQUESTED: July 8 - 12 and 113

FROM: 8:30 am/pm    TO: 3:30 am/pm

FOR THE FOLLOWING PURPOSES:

Go IT computer App program  
for middle school students

John Reed  
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.

MAY 14 2019

*Handwritten initials/signature*

# REQUEST FOR USE OF SCHOOL FACILITIES

## School/City Personnel Use only

TO: S. McCasland, School Business Office

FROM: Carrie Swain, Clerk Board of Education  
(name/title) (school/department)

DATE: May 14, 2019

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

Auditorium  Gymnasium  Swimming Pool  Caf 

Rooms  Atrium for Special BOE Meeting. Normal BOE meeting setup.

DATES REQUESTED:

May 30, 2019 From: 6:00 p.m. To: 9:30 p.m.

For the following purpose: BOE Special Meeting

May 14, 2019  
Date

Carrie L. Swain  
Applicant's Signature

**PLEASE NOTE THE FOLLOWING PROVISION:** When the public is invited to an activity, police and firemen are required. These arrangements must be made in person at police and/or fire headquarters.

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.4

May 16, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve of the use of school facilities by outside organizations subject to fees and insurance as required:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
Wild About Dance Deanna Dewitt	Rotella aud., café, room: Saturday, May 4, 7:00 am - 8:00 pm (Dance competition)

### REQUESTING WAIVERS:

*Clayton Memorial Church Rev. D. Patterson	Crosby track & bathroom access: Sat., July 20 <sup>th</sup> 10:00 am – 1:00 pm (annual church walk)	(\$168.)
*Uplifting a Life Erika Cooper	Reed café: Sun., May 12, 10 am-2 pm (Mothers' Day Brunch)	(\$210.)

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

Wtby. Knights Cheerleading S. Clements	Kingsbury gym: 5/6 – 7/5/19, Monday, Tuesday, Thursday 5:45 – 8:00 pm (cheerleading practice)
*AI-3 Leadership Academy Julio Vazquez	Wilson gym: Tues., Wed., Fri., 5/17 – 6/28/19 6:00-9:00 pm (basketball practice)

Approved:

\_\_\_\_\_  
Jason Van Stone



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# MAY 1 - 2019

*Track*  
APPLICANT Rev. Delvinie Patterson NAME OF ORGANIZATION Clayton Memorial Church  
ADDRESS 715 Lakewood Rd. Waterbury CT 06704 TELEPHONE # 203-519-1535  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby High DATES Sat July 20, 2019 ROOM(S) Track / School Bathroom  
OPENING TIME 10am CLOSING TIME 1pm PURPOSE Church walk

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 80 CHILDREN 30

SIGNATURE OF APPLICANT Rev. Delvinie Patterson DATE 4/16/19

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

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR SERVICE (\$168.)

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

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

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

PLEASE READ THE FOLLOWING CAREFULLY OK

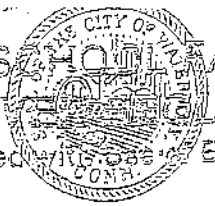
- APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
- A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)
- IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
- THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
- 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. 597-3462
- 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 Dept. of Building Permit)



APPLICANT/ORGANIZATION: Clayton Memorial Church, Pastor W. Delores Patten

Please check below specific item(s):

Building Usage Fees

Custodial Fees

SCHOOL/ROOMS REQUESTED: CHS Track

DATE(S): Sat July 20, 2019

TIMES: 10-1PM

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

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

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

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

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

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

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

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

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

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

7/16/18

Date

Rev. Delores Patten

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

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

\$ 168.  
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# MAY 3 2019

*Spoke*

APPLICANT ERIKA COOPER NAME OF ORGANIZATION Drifting a life  
ADDRESS 644 N. Main St TELEPHONE # 203-419-8397  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed DATES May 12<sup>th</sup> ROOM(S) Cafe

OPENING TIME 10 AM CLOSING TIME 3 PM PURPOSE MOTHERS DAY BRUNCH

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 20

SIGNATURE OF APPLICANT Erika Cooper DATE 5-3-19

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

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. EC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$40/hr plus 1 hr service #210

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. 574-8963 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.

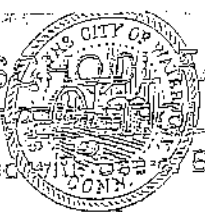
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

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.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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



APPLICANT/ORGANIZATION: Uplifting A Life

Please check below specific item(s):

Building Usage Fees  Custodial Fees

SCHOOL/ROOMS REQUESTED: Reed

DATE(S): Sun, May 12<sup>th</sup> TIMES: 10 AM - 2 PM

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

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

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

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

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

5-3-19  
Date

Erika [Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_ Building Usage Fees      \$ 210 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# MAY - 6 2019

APPLICANT Julio Vazquez NAME OF ORGANIZATION AI3 Leadership Academy

ADDRESS 85 Main St. Waterbury CT 06705 TELEPHONE # 203-346-8653  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilson School DATES 5/17-16/22 ROOM(S)  Gym

OPENING TIME 6:00 PM CLOSING TIME 9:00 PM PURPOSE Recreation Basketball

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 1

SIGNATURE OF APPLICANT Julio Vazquez DATE 5/16/19

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Julio Vazquez  
Anthony Ireland  
Justice Goulbourne

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. JV (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

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

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

SECURITY DEPOSIT \$ 250.00 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.

Tues  
Wed  
Fri

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 ON GRIEVANCES**

Item #11.1

May 16, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances recommends the Waterbury Board of Education DENY WTA Grievance 18-19-23 heard by the Committee on May 7, 2019.

Approved:

\_\_\_\_\_  
Juanita P. Hernandez

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON GRIEVANCES**

Item #11.2

May 16, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances recommends the Waterbury Board of Education UPHOLD WTA Grievance 18-19-23 heard by the Committee on May 7, 2019. The remedy shall be that the written letter of discipline will be removed from the employee's file and further that the Certificate of Completions of Professional Development remain in the file.

Approved:

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Juanita P. Hernandez

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON BUILDING & SCHOOL FACILITIES**

Item #12.1

May 16, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve a Lease Agreement with Saint Blaise Parish Corporation for property located on John Street, Waterbury, Connecticut, known as St. Joseph's School and gymnasium, two buildings formerly used as its Convent, and a residential structure.

Approved:

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Jason Van Stone



## LEASE AGREEMENT

THIS LEASE made effective the 1<sup>st</sup> day of July, 2019 by and between **SAINT BLAISE PARISH CORPORATION**, a corporation organized and existing under the laws of the State of Connecticut, and located at 50 Charles Street, Waterbury, Connecticut 06708 (hereinafter "Landlord") and **CITY OF WATERBURY**, a municipality organized and existing under the laws of the State of Connecticut, and located at 235 Grand Street, Waterbury, Connecticut 06702 (hereinafter "Tenant" or "City").

### WITNESSETH:

**1. DEMISE OF PREMISES:**

In consideration of the rents and covenants herein stipulated to be paid and performed by Tenant, Landlord hereby lets to Tenant, and the Tenant hereby leases from Landlord for the term herein specified, the following space known as St. Joseph's School and gymnasium, and two buildings formerly used as its Convent, and a residential structure, all as located on the Landlord's campus located on John Street, Waterbury, Connecticut as follows:

The "Demised Premises" shall consist of the exclusive use of the building known as St. Joseph's School and gymnasium (including the bowling alley) located at 23 John Street (but not including the church building), two buildings located at 47 John Street identified as Building 1 known as the convent or parish center building containing 10,826 square feet and Building 2 containing 2,286 square feet per the City of Waterbury Assessor's records, and the sidewalks and walkways leading to and from such structures. The Demised Premises shall also include the non-exclusive use of the St. Joseph's Church parking lot located across Congress Avenue from the school on weekdays from 6:00 a.m. to 5:00 p.m. daily.

Notwithstanding the foregoing, Landlord expressly reserves unto itself:

a) the exclusive right to twenty (20) parking spaces in the parking lot across from Congress Avenue from the school, which exclusive parking spaces Landlord shall designate and identify by signage, and the exclusive use of the parking lot from 6:00 p.m. on weekdays and throughout the weekends, and for funeral Masses during the week. The Landlord retains for its exclusive use the

parking lot located adjacent to the church building;

b) the right to use portions of the former convent/parish center building located on 47 John Street for meetings after 5:00 p.m. on weekdays and for meetings, religious education, and coffee hours on weekends. Included among the times that Landlord requires access and use of the convent/parish center building are:

(i) Coffee and on each Sunday from 8:00 a.m. through 11:30 a.m. for the months of October through May.

(ii) St. Blaise Parish council one Wednesday per month from 6:00 p.m. until 8:00 p.m.

(iii) Knights of Lithuania meet on the third Friday of the month from September to June at 7:30 to about 9:00pm. In January, February and March, they meet on the third Sunday at about 1:00 pm.

(iv) Brooklyn neighborhood council on the second Thursday of each month from 7:00 p.m. until 8:15 p.m. for the months of September through June.

(v) In addition to the above, the parish will be allowed to hold other unanticipated meetings in the evening and/or on the weekends as long as the Tenant is given 7 days' notice of any such meetings.

After each use, Landlord shall return the convent/parish center building to the condition in which it was found immediately prior to such use; and

c) the right to use the sidewalks and walkways to and from the Landlord's Church building, the former convent building, and parking lot.

## 2. TERM:

A. Tenant shall have and hold the Demised Premises for a term of two (2) years, commencing on July 1, 2019 and expiring on June 30, 2021 (the "Term"), unless this Lease shall be sooner terminated as herein specifically provided or pursuant to law or unless renewed as hereafter provided.

B. The Tenant shall have the option to continue all the terms and conditions of this Lease except as to rent for an additional period of one year beginning on July 1, 2021 and terminating on June 30, 2022. Tenant shall provide Landlord with sixty days' notice prior to the initial Termination Date of Tenant's intention to exercise this option.

3. **RENT:**

A. Tenant covenants to pay to the Landlord in advance the base rent in the amount set forth in Schedule A hereof at Landlord's address as set forth above or at such place or to such person as Landlord from time to time may designate in writing on the first day of each month but no later than the tenth day of each and every calendar month during the term of the lease or while it is in possession of the premises (whichever is later) beginning July 1, 2019.

B. If Tenant shall fail to pay any rental payment provided herein within thirty (30) days after the due date, then Tenant shall pay as additional rent a late charge for each month and portion thereof after the due date, calculated at the rate of five percent (5%) of the amount due but unpaid, which late charge shall be compounded monthly.

4. **TITLE:**

Landlord represents that it owns the Demised Premises in fee simple subject to zoning and building regulations, restrictions, rules and ordinances and to all other ordinances now in effect as adopted by any governmental authority having jurisdiction of the Demised Premises and to encumbrances as of record appear.

5. **USE OF PREMISES:**

During the term of this Lease, Tenant shall occupy and use the Demised Premises exclusively as and for an elementary school.

6. **CONDITION OF PREMISES/REPAIRS/MAINTENANCE:**

A. Tenant acknowledges that the Demised Premises are in good order and repair. Tenant accepts and leases the Demised Premises in an "as is" condition. Throughout the term of this Lease, the Tenant at its sole cost and expense will make repairs to the Demised Premises and

the appurtenances thereto (including windows and glass replacement and the repair and replacement of refrigerators, stoves and dishwashers located on the premises). As used herein, the term "repairs" shall include all necessary replacements, renewals, alterations and betterments. All repairs and replacements shall be of equal quality and class to the original work on articles. It is understood that repairs, renovations, or improvements necessitated as the result of any existing code/law or of any changes in any code/law (including but not limited to requirements pertaining to fire, safety, environment, handicapped access, asbestos and building codes) which is generally applicable to the Tenant's Occupancy or use of the Demised Premises are the responsibility of the Tenant.

Tenant agrees that wiring the premises for computer usage and telephone service shall be at its sole expense and further agrees that obtaining air conditioning units and service for the building shall be at its sole expense. In addition, Tenant agrees that if it desires any appliances to be placed in the Demised Premises it must purchase, maintain and repair such appliances. Any appliance purchased by the Tenant shall be the property of the Tenant at the expiration of the Lease.

B. The Tenant shall permit Landlord and its authorized representatives to enter the Demised Premises at any reasonable time for the purpose of inspecting the same and carrying out the terms of this Lease.

7. **TAXES:**

The Demised Premises have been exempt from municipal real estate taxes prior to the execution of this Lease. If, as a result of this Lease, the Demised Premises or any part thereof, becomes subject to such tax assessment and the Landlord becomes obligated to pay it, Tenant shall pay said taxes when due and Tenant shall indemnify and save the Landlord harmless with

regard to said taxes as well as any interest, penalties or other expenses connected with same.

**8. SIGNS:**

Subject to the approval by Landlord, which approval will not be unreasonably withheld, Tenant shall have the right to erect signs on the premises for the purpose of building identification.

**9. QUIET ENJOYMENT:**

Landlord covenants that, provided Tenant is not in default under this Lease, Tenant's peaceful and quiet occupation and enjoyment of the Demised Premises during the term of this Lease shall be without hindrance, ejection or molestation from Landlord or any person or entity claiming title superior to Landlord or any person or entity claiming by, from or under Landlord.

**10. UTILITIES AND OTHER SERVICES:**

A. Tenant will be responsible for the cost of all utilities, including, but not limited to, electric, oil, water, sewer, gas, and security systems, and for its telephone service for all buildings that comprise the Premises. Tenant shall be responsible for maintaining its own dumpster and for heating the buildings that comprise the Demised Premises.

B. Tenant shall be responsible for and provide custodial services for the Demised Premises. Landlord shall be responsible for its outstanding custodial and maintenance contracts servicing the buildings that comprise the Demised Premises through successful termination thereof.

**11. SNOW REMOVAL AND EXTERIOR MAINTENANCE:**

Tenant shall, at its sole expense, provide and maintain sports and play equipment, sports facilities, play areas, and open space areas used at the school. It shall also be responsible for plowing, snow removal, sanding and salting of all sidewalks, walkways, stairways, driveways

and parking areas used at or comprising the Demised Premises.

**12. SUBORDINATION:**

This Lease shall be subject and subordinate to any bona fide mortgage which is hereafter placed on or affects the Demised Premises, provided, however, that so long as Tenant performs all the covenants required to be performed by Tenant herein, Tenant's right to possess and enjoy the Demised Premises as herein provided shall not be disturbed or infringed by any such mortgagee.

**13. COMPLIANCE WITH LAW:**

Tenant shall, at its sole cost and expense, comply with all laws applicable to Tenant's occupancy and operation of the Demised Premises, and with all rules, orders and regulations of the fire insurance company or companies with which the Demised Premises are or may be insured and/or any private insurance rating bureaus or other similar organizations for the prevention of fire or the correction of hazardous conditions, and shall save Landlord harmless from all fines, penalties, and costs for violation of or noncompliance with the same. If any such laws, rules, orders or regulations require any repairs, improvements or alterations to the Demised Premises, Tenant shall be responsible for all costs associated therewith.

**14. DISCHARGE OF LIENS:**

A. Tenant shall not allow any lien to be placed on or against the Demised Premises for any purposes whatsoever, including as security or collateral for loans, grants, or funds received by Tenant.

B. Tenant shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge levied on account of any mechanic's, laborer's or materialman's lien which might be or become a lien encumbrance or charge upon the Demised

Premises, or any part thereof, provided that any such lien may be discharged in accordance with subparagraph C of this Paragraph.

C. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Demised Premises, or any part thereof, Tenant, within sixty (60) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then Landlord may, but shall not be obligated to discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by posting a bond or by court proceedings or otherwise. Tenant agrees to reimburse and to pay to the Landlord on demand as additional rent any amount so paid by Landlord together with all reasonable costs and expenses incurred by Landlord in doing so, including a reasonable attorney's fee.

**15. INSURANCE:**

A. The Landlord shall maintain property insurance coverage for said Demised Premises solely for its own benefit throughout the term of this Lease. The Church shall not waive its subrogation rights because it is essentially self-insured.

B. Landlord acknowledges that Tenant is a self-insured entity for public and legal liability insurance coverage for said Demised Premises throughout the term of this Lease.

**16. INDEMNIFICATION:**

A. The Tenant shall hold harmless and indemnify the Landlord against claims for bodily injury and property damage arising from the use, possession, improvement or operations of the Demised Premises by the Tenant or its agents, employees, invitees or licensees no matter how caused unless caused by the negligence of the Landlord, its agents, servants, or employees.

B. The Landlord shall hold harmless and indemnify the Tenant against claims for bodily injury and property damage arising from use of the parking lot and walkways by the Landlord or its agents, employees, invitees or licensees no matter how caused unless caused by the negligence of the Tenant, its agents, servants, or employees.

17. **ALTERATIONS AND ADDITIONS:**

No additions, alterations or improvements (other than cosmetic interior decorating items) to the Demised Premises may be made by Tenant without the approval of Landlord. Tenant shall submit plans and specifications for Landlord's review for all such alterations or improvements. General public liability insurance, builder's risk insurance and worker's compensation insurance, for the benefit of Landlord and Tenant, as their interests may appear, shall be maintained by Tenant at all times when any work performed by or at the request of Tenant is in process. Tenant shall promptly pay for all such work, shall promptly discharge any and all liens filed against the Demised Premises and any improvements thereon arising out of such additions, improvements, alterations, substitutions, replacements or removals. Tenant shall procure and pay for all required permits, certificates and licenses in connection with such additions, improvements, alterations, substitutions, replacements or removals.

All alterations, additions and improvements made, and fixtures installed by Tenant shall become Landlord's property upon the expiration or sooner termination of this Lease. Landlord may, however, require Tenant to remove such fixtures at Tenant's sole expense upon the expiration or termination hereof by giving Tenant written notice so to remove said fixture. In that event, Tenant agrees within thirty (30) days of receipt of said notice to complete the removal of such fixture and return the Demised Premises to its condition prior to the installation of such



fixture.

**18. CONDEMNATION:**

If any part of the Demised Premises shall be taken by eminent domain, the Lease shall terminate on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to the Tenant.

**19. CASUALTY:**

If the Building or any part thereof shall be damaged by fire or other unavoidable casualty, Tenant shall give prompt written notice thereof to Landlord. If the building or any portion thereof shall be rendered totally or partially unfit for the use then being made or conducted by Tenant, by reason of such unavoidable casualty, the rent hereunder, or any amount thereof apportioned according to the area of the Building so rendered totally or partially unfit (if such casualty affects less than the entire Building) shall be abated for the period from the date of such damage to the date when said damage shall have been repaired. However, if any casualty causes damage to forty percent (40%) or more of the Building, either Tenant or Landlord may terminate this Lease upon written notice to the other, said option to terminate to be exercised within sixty (60) days after such casualty. If Landlord commences to repair and restore any damage to the Building, it shall only be obligated to the extent of the applicable proceeds it receives from insurance coverage. Any such repair shall be done promptly.

**20. ASSIGNMENT AND SUBLETTING:**

Tenant may not sublet the Demised Premises or any portion thereof and may not assign all or any part of its rights and interests hereunder without the prior written consent of Landlord. In the event of any subletting, Tenant shall remain liable hereunder as if no such subletting or assignment had occurred.

21. **LANDLORD'S ADHERENCE TO PRINCIPLES:**

Tenant hereby expressly acknowledges that Landlord is subject to the religious, moral, and ethical principles and directives of the Roman Catholic Church. Any objection that Landlord has to an assignment or subletting of the property which is based upon such principles shall not be deemed unreasonable. In the event that Tenant uses the Demised Premises in a manner that violates such principles and directives, Landlord shall notify Tenant in writing. Such use shall be deemed a default. Upon receipt of such written notice, Tenant shall immediately cease such use.

22. **DEFAULT PROVISIONS:**

A. Any of the following occurrences or acts shall constitute an event of default under this Lease:

(i) If Tenant, at any time during the term of this Lease shall (a) fail to make payment of any installment of rent or of any other sum herein specified to be paid by Tenant, or (b) fail to observe or perform any of Tenant's other covenants, agreements or obligations hereunder, and if any such default shall not be cured as to (a), within ten (10) days after same is due, or as to (b), within thirty (30) days after notice from Landlord specifying such default or defaults, or

(ii) If Tenant shall file a petition in bankruptcy pursuant to the Bankruptcy Act of the United States or shall be adjudicated a bankrupt, or if a petition or answer proposing the adjudication of Tenant as a bankrupt pursuant to the Bankruptcy Act of the United States is filed and not discharged within twenty (20) calendar days after

the date of filing thereof, or

(iii) If a receiver, trustee or liquidator of Tenant or of all or substantially all the property of Tenant or of its interest in the Demised Premises shall be appointed in any proceeding brought by Tenant, or is brought against Tenant and if such receiver, trustee or liquidator shall not be discharged within twenty (20) calendar days after such appointment, or

(iv) If any other event of default occurs as defined elsewhere in this Lease.

B. **Remedies:**

(i) Upon the occurrence of any event of default which is not cured within the applicable grace period herein provided, then or at any time thereafter while any such event of default shall continue, Landlord shall have the right at its election to terminate this Lease; and, in the event of such termination, all right, title and interest of Tenant hereunder shall thereupon expire and Tenant shall then peaceably and quietly quit the Demised Premises and surrender the same to Landlord.

(ii) In the event of any termination of this Lease as in this Paragraph or as otherwise permitted by law, Landlord may enter upon the Demised Premises, and again have, repossess and enjoy the same as if this Lease had not been made, and in any such event, neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Demised Premises but shall forthwith quit and surrender the Demised Premises.

(iii) If Landlord shall re-enter and obtain possession of the Demised Premises by reason of or following an event of default, Landlord shall have the right, without notice, to repair or alter the Demised Premises in such manner as the Landlord may deem necessary or advisable so as to put the Demised Premises in good order and to make the same rentable, and Tenant agrees to pay to Landlord on demand all reasonable expenses incurred by Landlord in obtaining possession, and in altering, repairing and putting the Demised Premises in good order and condition.

**23. ADDITIONAL RIGHTS OF LANDLORD:**

No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute. The failure of Landlord to insist at any time upon the strict performance of any of the covenants or agreements or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver of or relinquishment thereof for the future. No acceptance by the Landlord of a lesser sum than the rent and other charges then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or letter accompanying any check or

payment as rent be deemed to be accord and satisfaction. The Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease Agreement or at law or in equity available to it.

**24. ADDITIONAL RIGHTS OF TENANT:**

If Landlord shall default in the performance of any covenant, agreement, term or provision herein contained, Tenant shall forward a written notice specifying such default or defaults. In the event that Landlord fails to cure the default within thirty (30) days of receipt of Tenant's written notice (if such default is susceptible of cure within said time), or within such longer period of time as may be reasonably required, Tenant, without thereby waiving such default or limiting its other remedies, may cure or perform the same for the account and at the expense of the Landlord.

**25. NOTICES, DEMANDS AND OTHER INSTRUMENTS:**

All notices, demands, requests, consents, approvals, undertaking and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if served as to the Tenant at the Demised Premises or as to the Landlord to the attention of its Pastor at the address set forth above with a copy to the Fiscal Officer, Archdiocese of Hartford, The Chancery, 134 Farmington Avenue, Hartford, CT 06105. Landlord or Tenant shall, from time to time, have the right to specify as its proper address for the purposes of this Lease any other address upon giving written notice thereof to the other party.

**26. ESTOPPEL CERTIFICATES AND ANNUAL STATEMENTS:**

Tenant shall, at any time and from time to time, upon not less than twenty (20) business days' prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying that this Lease is unmodified (or if modified, setting forth

such modifications) and in full force and effect and the dates to which rent and other charges have been paid, and stating whether or not Tenant and/or Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by a prospective purchaser or mortgagee of the Demised Premises or any assignee of such mortgage.

27. **SURRENDER:**

Upon the expiration or sooner termination of this Lease, Tenant shall peaceably and quietly leave, yield up and surrender the Demised Premises to Landlord in no worse condition than same were in when received from the Landlord at the commencement of the term of this Lease, approved alterations, ordinary wear and tear and unavoidable casualty excepted, but clean, orderly and free of occupants. Any approved alteration to the Demised Premises shall remain in place at the time of the surrender of the Demised Premises, except as set forth in Paragraph 17 hereof.

28. **SEPARABILITY:**

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

29. **BINDING EFFECT:**

All of the covenants and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if

each such successor and assign were in each case named as a party to this Lease. This Lease may not be changed, modified or discharged except by a writing signed by Landlord and Tenant.

**30. HEADINGS AND TERMS:**

The headings to the various paragraphs of this Lease have been inserted for reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof. The term "person" when used in this Lease shall mean any individual, corporation, partnership, firm, trust, joint, venture, business association, syndicate, combination, organization or any other person or entity.

**31. BROKER:**

The parties represent to each other no realtor, person, firm, or corporation is entitled to a brokerage fee arising from this Lease. The party through or from which any brokerage claim arises shall save, defend and hold the other harmless from such claim.

**32. SECURITY DEPOSIT:**

The parties represent to each other that no security deposit was paid to or demanded by the Landlord in connection herewith.

**33. CONNECTICUT LAW:**

This Lease shall be governed by, construed and enforced in accordance with, the laws of the State of Connecticut.

**34. ARBITRATION:**

Any disagreement between the parties with respect to the interpretation or application of this Lease or the obligations of the parties hereunder shall be determined by arbitration. Such arbitration shall be conducted, upon request of either Landlord or Tenant, before an arbitrator

agreed upon by the parties. In the event that the parties are unable to agree upon an arbitrator, the parties agree to submit to mediation through the services provided by the State of Connecticut Judicial Department. The parties shall bear equally the expense of arbitration/mediation proceedings conducted hereunder. All such proceedings shall be conducted in the county in which the leased property is located.

**35. INSPECTION AND MAINTENANCE:**

Tenant agrees that the Landlord or the Landlord's agent, servants, employees, licensees or invitees (including representatives of the insurance company or companies carrying insurance on the Demised Premises) shall have the right to enter upon the Demised Premises at reasonable times during the term hereof for the purpose of examining or inspecting the same or exhibiting the leased premises for sale, lease or mortgage financing. Landlord, in exercising said right of entry, shall use its best efforts not to interfere with the conduct of Tenant's business.

**36. OPTION TO PURCHASE:**

Upon the expiration of the term of this Lease and the option period as set forth in Paragraph 2 hereof, Tenant shall have the Option to Purchase the Demised Premises, provided the parties can agree upon a purchase price in writing within three months of the date of the complete execution of this Lease Agreement and provided the Landlord obtains all required Canonical approvals for the transaction within 45 days thereafter. To exercise such Option to Purchase, Tenant must not be in default of its obligations hereunder, and must provide written notice at least sixty (60) days prior to the termination of the lease term and the option to renew contained in Paragraph 2 hereof, and the closing must occur within sixty (60) days after the expiration of the lease term and option to renew contained in Paragraph 2 hereof.

**37. LEASE CONTAINS ALL AGREEMENTS:**

This Lease contains all of the covenants, agreements, terms provisions and conditions relating to the leasing of the Demised Premises hereunder, and Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon any warranties, representations, promises or statements except to the extent that same May be expressly set forth in this Lease.

**38. LEASE NOT TO BE RECORDED:**

This Lease shall not be recorded on any Land Records. If Tenant should cause this Lease to be recorded on any Land Records, same shall constitute an act or event of default, and in that event, all of the rights under this Lease shall immediately and automatically be terminated.

**39. ATTORNEYS' FEES:**

In the event that either party to this Lease defaults on any obligation, the defaulting party as determined by arbitration or court of competent jurisdiction shall pay to the non-defaulting party any and all reasonable expenses incurred in enforcing the provisions of this Lease, including reasonable attorneys' fees.

**40. HOLDOVER:**

If Tenant retains possession of the Demised Premises or any part thereof after the expiration or termination of this Lease, without the written consent of Landlord, Tenant's occupancy shall be under all of the terms and conditions of this Lease, except that: (i) Tenant shall be a tenant at will, terminable at any time by Landlord on thirty (30) days' notice; (ii) Rent shall be one hundred twenty-five percent (125%) of the Rent payable for the month immediately preceding such expiration or termination; and (iii) Tenant shall indemnify and hold Landlord harmless from and against any and all damages sustained and liabilities incurred by Landlord as



a result of Tenant's continued occupancy of any part of the Demised Premises beyond the expiration or termination of this Lease. This subparagraph shall not limit or modify any other rights or remedies of Landlord under this Lease or otherwise.

**41. NON-APPROPRIATION:**

The Landlord acknowledges that the payment obligations of the City under this Lease are intended to be funded by the City through general fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The Landlord acknowledges that continuation of this Lease is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Lease. Moreover, this Lease may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations (as determined by opinion of bond counsel and/or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The Landlord therefore agrees that the City shall have the right to terminate this Lease in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by bond counsel or the Internal Revenue Service; or (2) the City is unable to market and/or timely sell the required amount of debt obligations required to fund the Lease in whole or in part, or (3) the money required to enable the City of pay the Landlord is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

**42. EFFECT OF TERMINATION FOR NON-APPROPRIATION:**

In the event of termination by the Lessor for non-appropriation, the Lessor shall vacate

the Demised Premises and pay the Landlord for its occupancy through such time as the Lessor vacates said Demised Premises or the ninety (90) day written notice period ends, whichever is later.

**43. CHARGE, ACKNOWLEDGMENTS, NOTICE, AND REPRESENTATIONS:**

The Landlord (which shall be a "Person" as the term is defined in Section 38 of the City's Code of Ordinances) shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this Lease, including but not limited to the following:

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

influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

- C. It shall be a material breach of this Lease 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/Vendor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- D. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- E. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant/Vendor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- F. It shall be a material breach of this Lease and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission,

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

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

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

I. The Landlord 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 "Procurement and Contractual Agreements", and Chapter 40 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

- J. The Landlord hereby acknowledges receipt of a copy of the Chapters 38 and 40 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 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: [www.waterbury-ct.gov/content/609/930/933.aspx](http://www.waterbury-ct.gov/content/609/930/933.aspx) [see two (2) links titled "procurement ordinance" and "ethics ordinance"].
- K. The Landlord is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.
- L. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and

Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

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

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

O. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Lease 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/Vendor 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.

**44. FORCE MAJEURE:**

In the event the Landlord shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease each as of the date and year first hereinabove written.

As to Landlord:

**LANDLORD:  
SAINT BLAISE PARISH CORPORATION**

\_\_\_\_\_  
By \_\_\_\_\_

Rev. Frederick M. Aniello  
Its Treasurer, duly authorized

\_\_\_\_\_

STATE OF CONNECTICUT )  
  ) ss: Waterbury  
COUNTY OF NEW HAVEN )

Personally Appeared Rev. Frederick M. Aniello, the Treasurer of Saint Blaise Parish Corporation, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such Treasurer and the free act and deed of Saint Blaise Parish Corporation on this \_\_\_ day of May, 2019.

\_\_\_\_\_

Notary Public  
My Commission Expires: \_\_\_\_\_  
Commissioner of the Superior Court

As to Tenant:

**TENANT:  
CITY OF WATERBURY**

\_\_\_\_\_  
By \_\_\_\_\_



Its  
duly authorized

STATE OF CONNECTICUT )  
) ss: Waterbury  
COUNTY OF NEW HAVEN )

Personally Appeared \_\_\_\_\_, the \_\_\_\_\_ of the City of Waterbury, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed as such \_\_\_\_\_ and the free act and deed of the City of Waterbury before me on this \_\_\_ day of May, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Commissioner of the Superior Court

### **SCHEDULE A**

#### **BASE RENT**

July 1, 2019 – June 30, 2020

\$165,000 per annum with  
monthly payments of \$ 13,750.00 to be paid in

advance on the tenth of each month

July 1, 2020 – June 30, 2021

\$168,300.00 per annum with  
monthly payments of \$14,025.00 to be paid in  
advance on the tenth of each month

**Option Year**

July 1, 2021 – June 30, 2022

\$171,666.00 per annum with  
monthly payments of \$14,305.50 to be paid in  
advance on the tenth of each month

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.1

May 16, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Maloney Magnet Schools Summer School appointments, salary per contract, subject to enrollment:

Administrator		Donna Cullen
Admin Sub		Ann Drewry, Stacey Gittings
Curriculum Support		Ann Drewry, Margaret Palomba
IT		Frank Vigliotti
Subs		Leah Grabowski
Secretary		Shanna Zawislak & Anna Perugini
Kindergarten	Math	Cherie Couture
	Technology	David Couture
	Reading	Siobhan Kalnins
	Reading	Jennifer Hibbs
1 <sup>st</sup> & 2 <sup>nd</sup> Grade	Math	Jason Dombrowski
	Reading	Marlene Madera
	Technology	Barbara Moulthrop
	Writing	Cristina Crespo
3 <sup>rd</sup> and 4 <sup>th</sup> Grade	Math/Science	Branden Strileckis
	Reading	Esther D'Esposito
	Writing	Andrew Dunn
	Technology	Erin Fogarty

Respectfully submitted,

Verna D. Ruffin, Ed.D.  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.2

May 16, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>		<u>Position</u>		<u>Effective</u>
Torres Toledo	Maria	Bucks Hill	Special Ed. Gr. 1-5	2/4/2019
Gagne	Crystal	Driggs	Special Ed.	3/13/2019
Valentin	Crystal	Generali	Gr. 2	4/1/2019

Respectfully submitted,

Verna D. Ruffin, Ed.D.  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #13.3

May 16, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

Crudele, Joanna – Vice Principal, CHS, effective 06/30/19.

Minutillo, Mary – Hopeville Kindergarten, effective 06/01/19.

White, Sharlene – Pre-K Special Education, effective 06/30/19.

Respectfully submitted,

Verna D. Ruffin, Ed.D.  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.4

May 16, 2019

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

Fabian, Haley – Maloney Magnet School grade 2, **effective 06/30/19 (correction)**.  
Garcia, Katie – WCA Human Services, effective 06/30/19.  
Trainer, Timothy – WHS Biology, effective 04/26/19.

Respectfully submitted,

Verna D. Ruffin, Ed.D.  
Superintendent of Schools



# Communications



Packet week ending 5/14/19



## Carrie Swain

---

**From:** Theresa DeMars <CABE@embrams-mail.com>  
**Sent:** Friday, April 26, 2019 7:02 AM  
**To:** Carrie Swain  
**Subject:** CABE Policy Highlights 4-26-2019  
**Attachments:** April 26 2019.pdf

**EXTERNAL MAIL-** This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



Hello,

Attached you will find *CABE's Policy Highlights Publication* for **April 26, 2019**. Policy Highlights are designed to contain informative topics of interest for your district.

Please feel free to contact the Policy Department at 860-571-7446 with any questions or concerns.

The publication is attached as a PDF file. You will need Adobe Acrobat Reader which is available by [clicking here](#).

To unsubscribe to this publication, please email Terry DeMars at [tdemars@cabe.org](mailto:tdemars@cabe.org) and state that you would like to unsubscribe from Policy Highlights.

**Connecticut Association of Boards of Education**  
81 Wolcott Hill Road  
Wethersfield, CT 06109  
Phone 860-571-7446 ~ Fax 860-571-7452



# Connecticut Association of Boards of Education

*Vincent A. Mustaro, Senior Staff Associate for Policy Services*

## PRESENTS POLICY HIGHLIGHTS

April 26, 2019

Volume 18 – Issue #22

**Clarification for Portion of New Graduation Requirements:** P.A. 17-42, “An Act Concerning Revisions to the High School Graduation Requirements,” amended C.G.S. 10-221a, adding heightened graduation requirements. Beginning with the freshman class of the new school year, 2019-2020, (graduating class of 2023), students will be required to earn 25 credits, rather than the current state required minimum of 20 credits. In addition, the Act also made changes to the requirements established in current law and allows graduation requirements to be met through successful demonstration of subject matter content mastery achieved through educational experiences and opportunities that provide flexible and multiple pathways to learning.

These pathways include cross-curricular graduation requirements, career and technical education, virtual learning, work-based learning, service learning, dual enrollment and early college, courses taken in middle school, internships, and student-designed independent studies. Local boards of education determine whether to grant academic credit for demonstration of mastery through these pathways. Further, demonstration of mastery must be in accordance with statewide subject matter content standards.

The required new minimum of 25 credits, subject to any changes enacted in the current legislative session, includes the following:

- **Humanities:** nine credits, including civics and the arts
- **Science, technology, engineering and mathematics:** nine credits
- **Physical education and wellness:** one credit
- **Health and safety education:** one credit
- **World languages:** one credit
- **Mastery-based diploma assessment:** one credit

It has come to CABE’s attention that some clarification may be necessary regarding the one credit requirement for physical education and wellness and the one credit requirement for health and safety education. Lisa Daly, President of the CT Association of Administrators for Health and Physical Education (CAAHPE), indicated that, “Many districts that do not have Physical or Health Education leaders have been struggling with what this is defined as.” She indicated that the State Department of Education contacted CAAHPE for clarification.

CAAHPE provided these definitions:

1. "Physical Education and Wellness is an outcome of a quality physical education program taught by a certified physical education teacher (042)."
2. "Health and Safety is defined through SHAPE (Society of Health and Physical Educators) America National Health Education Standards and is taught by a certified Health Educator (043)."

SHAPE's National PE Standards state that the physically literate individual:

1. demonstrates competency in a variety of motor skills and movement patterns;
2. applies knowledge of concepts, principles, strategies and tactics related to movement and performance;
3. demonstrates the knowledge and skills to achieve and maintain a health-enhancing level of physical activity and fitness;
4. exhibits responsible personal and social behavior that respects self and others; and
5. recognizes the value of physical activity for health, enjoyment, challenge, self-expression and/or social interaction.

SHAPE's Health Education Standards state that students will:

1. comprehend concepts related to health promotion and disease prevention to enhance health;
2. analyze the influence of family, peers, culture, media, technology and other factors on health behaviors;
3. demonstrate the ability to access valid information and products and services to enhance health;
4. demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce health risks;
5. demonstrate the ability to use decision-making skills to enhance health;
6. demonstrate the ability to use goal-setting skills to enhance health;
7. demonstrate the ability to practice health-enhancing behaviors and avoid or reduce health risks; and
8. demonstrate the ability to advocate for personal, family, and community health.

**Connecticut Statutory Guidance:** C.G.S 10-16b, "Prescribed Courses of Study," also provides specific guidance regarding the program of instruction that must be offered in Connecticut's public schools. This also provides direction to the local instructional program.

**Sec. 10-16b. Prescribed courses of study.** (a) In the public schools the program of instruction offered shall include at least the following subject matter, as taught by legally qualified teachers, the arts; career education; consumer education; health and safety, including, but not limited to, human growth and development, nutrition, first aid, including cardiopulmonary resuscitation training in accordance with the provisions of section 10-16qq, disease prevention and cancer awareness, including, but not limited to, age and developmentally appropriate instruction in performing self-examinations for the purposes of screening for breast cancer and testicular cancer, community and consumer health, physical, mental and emotional health, including youth suicide prevention, substance abuse prevention, including instruction relating to opioid use and related disorders, safety, which shall include the safe use of social media, as defined in section 9-601, and may include the dangers of gang membership, and accident prevention; language arts, including reading, writing, grammar, speaking and spelling; mathematics; physical education; ----

**Policy Implications:** Some policies which are related to this topic include the following:

- Policy #5141.5 – Youth Suicide Prevention
- Policy #6141.326 – Social Networking
- Policy #6142 – Basic Instructional Program
- Policy #6142.1 – Family Life and Sex Education
- Policy #6142.10 – Health Education
- Policy #6142.101 – Student Nutrition and Physical Activity (Student Wellness Policy)
- Policy #6142.111 – Sexual Health Education
- Policy #6142.6 – Physical Education
- Policy #6146 – Graduation Requirements

**Fitness Testing:** Lisa Daly also raised some concern regarding fitness testing. The SDE website states, “The Connecticut Physical Fitness Assessment (CPFA) is Connecticut’s annual assessment of public school students’ physical well-being. Students in Grades 4, 6, and 8 are assessed annually. At the high school level, schools have the flexibility to assess students at any grade, but must assess each student at some point between Grades 9 and 12.”

The goals of the assessment program are to:

- provide for continual monitoring of students’ fitness levels in targeted grades;
- identify a student’s weaknesses and strengths so that areas in need of improvement can be seen and individual programs can be developed;
- inform students and parents about student fitness status; and
- inform schools, districts and the public about programs focusing on fitness and physical activity in our schools and evaluate their success.

Students taking the CPFA are evaluated using age and gender appropriate standards in the four components of fitness which include aerobic endurance, flexibility, upper body strength and endurance, and abdominal muscle strength and endurance.

The newly revised *Connecticut Physical Fitness Assessment, Third Generation, Test Administrator’s Manual 2018-19* is available on the Connecticut State Department of Education (CSDE) web site. The manual was revised with the assistance of CAAHPE.

It can be accessed at:

<https://portal.ct.gov/SDE/Physical-Education/Physical-Education---Test-Administrators-Manual>.

**Survey Finds Disconnect with Gifted Classes:** Students in gifted classes are more likely to spend time on critical thinking, creativity and so-called “extension activities” than on advanced material, according to a survey by the National Center for Research on Gifted Education at the University of Connecticut. Three-quarters of the schools surveyed said they did not use a separate curriculum for gifted courses.

Jill Barshay, author of this article on gifted education states that “one of the big justifications for gifted-and-talented education is that high achieving kids need more advanced material so that they’re not bored and actually learn something during the school day. Their academic needs cannot be met in a general education class, advocates say.” However, a survey of 2,000 elementary schools in three unnamed states found that not much advanced content is actually being taught to gifted students.”

The survey found that instead of moving bright students ahead to more advanced topics, gifted classrooms are preoccupied with activities to develop critical thinking and creativity, such as holding debates and brainstorming. Another common focus in gifted curriculums is to give students more projects and games, so-called “extension activities” that are tangentially related to their grade-level content. Teaching academic self-confidence, leadership skills and social emotional learning all ranked higher than teaching above grade level content.

In all three states studied, schools are required to identify high achieving students and offer them gifted programs. (Many states in the Northeast, including Connecticut, don’t have a mandate to offer gifted education.)

The researchers reported that three-quarters of the surveyed schools don’t use a separate curriculum especially designed for gifted students in reading or math. Therefore, teachers make their own decisions about what to teach, resulting in differences between classrooms.

A wide variation in how the surveyed schools teach gifted students was found. This included putting gifted students together in separate classrooms, pulling students out of their regular classrooms for a few hours of gifted instruction, a teacher sent into classrooms to work with gifted students or to create small groups within a class, clustering gifted kids together for many assignments. Most schools used a combination of the four approaches. Researchers didn’t find one approach worked better than the others. Achievement gains were similar regardless of the approach used.

The researchers concluded that the survey is evidence of a “disconnect” between who gets labeled “gifted” and how these students are actually getting taught in American classrooms. Students are being selected for these programs because they have high math and reading scores yet they’re not given much advanced instruction in either subject. Sluggish learning for the brightest Americans may be the consequence, resulting in slower growth for advanced students during the school year.

Barshay indicated that “This research points to the lack of consensus on what the goals of gifted education should be. Many don’t think it should be about advancing students as quickly as possible. High quality instruction that helps kids who’ve already mastered the basics go deeper into the material may ultimately be beneficial.”

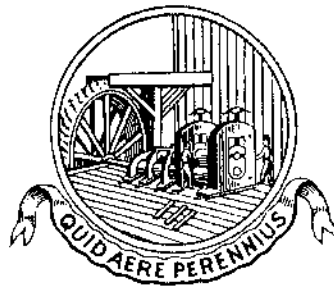
A 2004 summary of research evidence cited by scholars at the University of Iowa supports acceleration for gifted students.

Betsy McCoach, one of the researchers and a professor at the University of Connecticut points to rigorous studies that found learning gains for gifted students who learned from different curriculums that combine acceleration with enrichment. “This is one area where there is the most solid research base,” said McCoach. “If kids are given more accelerated instruction, we see higher growth.” McCoach speculates that many educators ignore this research evidence because of concern that students who race ahead will face social problems at school, even though, she says, there is no research to support this widely held belief.

McCoach concluded, “I hope this study calms anxious parents who worry that their kids will miss out on a great education if they don’t get into a gifted program. And for education policy officials, it’s worth revisiting what the point of gifted education is, especially when the students are disproportionately white.”

Source: “Gifted classes may not help talented students move ahead faster,” by Jill Barshay, The Hechinger Report, April 15, 2019.

**Policy Implications:** Policy #6172.1, “Gifted and Talented Students Program,” pertains to this topic. This optional policy has been recently updated.



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

April 29, 2019

Ana Coelho  
107 Chambers St.  
Waterbury, CT 06708

Dear Ms. Coelho:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department – Wilby High School for the position of Administrative Associate I (Req. #2018181) at \$14.48 per hour. Please contact Carey Edwards Principal @ Wilby High School at (203) 574- 8100 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 2, 2019 at 10:45 a.m. at the Department of Human Resources located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 202 in Waterbury. You must attend this orientation session in order to work for the city. Your first day reporting to your new department/supervisor will be May 2, 2019 at your regular scheduled time.

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

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

***Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.***

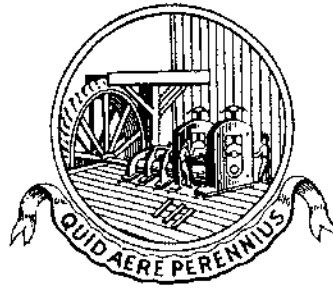
Again, welcome to the City of Waterbury.

Sincerely,

  
Cherrie L. Lamb  
Senior Human Resources Generalist

CLL/sd

cc Dr. Ruffin, Supt. of Schools  
Board of Education  
Carey Edwards, Prin @ Wilby HS  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 6, 2019

Jerry Johnson  
140 Russell St., 2<sup>nd</sup> Fl.  
Waterbury, CT 06708

Dear Mr. Johnson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ West Side Middle School (Req. #2019591) at \$14.91 per hour. Please contact Chris Harmon, Acting School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 16, 2019 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, 2nd Floor, Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 9, 2019 at your regular scheduled time.

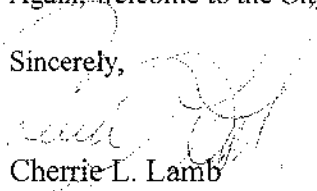
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

  
Cherrie L. Lamb  
Senior Human Resources Generalist  
[clamb@waterburyct.org](mailto:clamb@waterburyct.org)

CLL/sd

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



## Carrie Swain

---

**From:** Theresa DeMars <CABE@embrams-mail.com>  
**Sent:** Friday, May 10, 2019 6:59 AM  
**To:** Carrie Swain  
**Subject:** CABE Policy Highlights 5-10-2019  
**Attachments:** May 10 2019.pdf

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To unsubscribe to this publication, please email Terry DeMars at [tdemars@cabe.org](mailto:tdemars@cabe.org) and state that you would like to unsubscribe from Policy Highlights.

## Connecticut Association of Boards of Education

81 Wolcott Hill Road  
Wethersfield, CT 06109  
Phone 860-571-7446 ~ Fax 860-571-7452



# Connecticut Association of Boards of Education

*Vincent A. Mustaro, Senior Staff Associate for Policy Services*

PRESENTS

## POLICY HIGHLIGHTS

May 10, 2019

Volume 18 – Issue #23

**Impact of Noise on Classroom Learning:** Noise in classrooms can harm students' speech acquisition, cognition and learning ability, writes Arline Bronzaft, a professor at Lehman College, City University of New York. Bronzaft asserts that more should be done to abate noise that affects students' learning, both inside and outside of schools.

Two studies were referenced. One linked activity in the auditory cortex to a child's difficulty in identifying sounds in a noisy environment. Another study linked noise to lower math scores in classrooms. Bronzaft cites a situation in New York City in which lowering noise levels in classrooms improved learning. Research is cited that found noise impairs learning in the classroom including speech acquisition and cognition.

Concern is voiced that while it is generally accepted that noise can impede a child's speech acquisition, cognition and learning ability, all that could be done to lower the decibel level in classrooms is not happening.

Noise can also enter classrooms and libraries from adjacent areas within the school building, such as classroom proximity to cafeterias and gymnasiums. Architects, engineers and urban planners need to consider potential sources of noise in their design plans.

Many schools in our nation were built at a time when less attention was given to the noise issue. When these schools are rehabilitated attention needs to be given to the impact of noise on learning and to the availability of noise abatement techniques to ensure greater quiet in classrooms indicates Bronzaft. She also cites that students need to be educated about the harm of loud sounds and noise to their hearing and overall physical and mental well-being. Cited as a resource is the "Sound and Noise Module" developed by the New York City Department of Environmental Protection's Education Department.

Source: "A less noisy classroom equals a better learning environment," by Arline Bronzaft, *EDUCATIONDIVE*, April 25, 2019.

**Policy Implications:** Connecticut legislation, passed in 2005 set acoustical standards for school building projects and provides limited exemptions from those standards if the health and safety or educational purpose of the space would be compromised.

The legislation requires that school building projects for classrooms or libraries be constructed or altered in accordance with the American National Standard for acoustical performance criteria, design requirements, and guidelines for schools. The legislation also provides an exemption for situations where adequate acoustical modifications cannot be made without compromising the health and safety, or the educational purpose or function of a specific classroom or library.

Except where a waiver is granted, any school building project, classrooms or libraries are to be constructed or altered in accordance with the American National Standard: Acoustical Performance Criteria, Design Requirements and Guidelines for Schools, ANSI S12. 60-2002.

The Standard addresses various topics relating to how the built environment affects the learning process in schools. Topics include noise from outdoor sources including highways, aircraft, and railroads, noise from building occupants in nearby rooms, noise from mechanical systems and the effects of reverberation within rooms on communication.

The Standard provides performance goals, specifications and general design procedures used to achieve the goals, and measurement techniques that can be used to verify compliance with the goals. The Standard establishes three thresholds: background noise, reverberation time and signal-to-noise ratio.

Optional policy #7230.3, "Acoustics," pertains to this topic and is available upon request. In addition, architects will be aware of the need for district building projects to meet this requirement in plans submitted for approval to the SDE.

**NSBA Report Addresses Life Ready Skills for Students:** The National School Boards Association (NSBA) recently released a report that identified six critical "Life Ready Skills" they consider critical for students to master in preparation for employment, post-secondary education and "success in life."

*A Report on the Commission to Close the Skills Gap* represents a joint initiative of leading industry groups, major businesses, trade and membership organizations and NSBA. The report identifies six "Life Ready Skills" and features recommendation to help school districts ensure that students have opportunities to learn these important skills. It is believed that high school graduates with these skills will be better prepared for or have the tools necessary to succeed in college, career and life.

The identified skills are:

1. Dependability and reliability
2. Adaptability/trainability
3. Critical thinking
4. Decision-making
5. Customer focus
6. Teamwork

Several recommendations were made on how boards of education can ensure students have the opportunity to acquire the above stated skills. The recommendations fall into three categories: policy, programming and industry engagement.

Through policy, consideration should be given to have each student engaged in work-based learning as a graduation requirement. Other policies should place a priority on students developing the six skills. In the category of programming, students need to be made aware of the range of opportunities available to them and the basic skills needed to be successful on any path. Work experience can be promoted as well as career awareness events. Industry engagement, cooperation and meetings with local employers can occur. Involvement in local Chambers of Commerce, such groups as industry trade associations should occur.

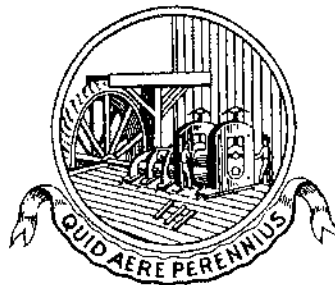
The NSBA report is available at: <http://nsba.org/LifeReady>.

**Policy Implications:** This report can impact many policy areas, especially policies in the area of instruction, placed in Series 6000 of the policy manual.

**Food for thought:**

“Not everything that is faced can be changed. But nothing can be changed until it is faced.”

James Baldwin (1662)



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 9, 2019

Rustem Saliu  
223 Circular Ave.  
Waterbury, CT 06705

Dear Mr. Saliu:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Wilby High School (Req. #2019669) at \$14.91 per hour. Please contact Chris Harmon, Acting School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 16, 2019 at 9:00 a.m. at the Department of Human Resources located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 17, 2019 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

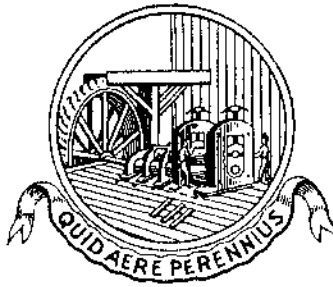
  
Cherrie L. Lamb

Senior Human Resources Generalist

[clamb@waterburyct.org](mailto:clamb@waterburyct.org)

CLL/sd

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



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 9, 2019

Robinson Gervacio Fernandez  
15 Kaynor Dr.  
Waterbury, CT 06708

Dear Mr. Gervacio Fernandez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ West Side Middle School (Req. #2019638) at \$14.91 per hour. Please contact Chris Harmon, Acting School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 16, 2019 at 9:00 a.m. at the Department of Human Resources located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 17, 2019 at your regular scheduled time.

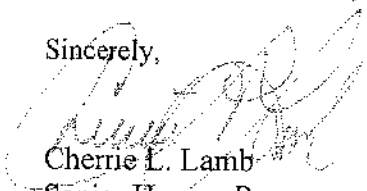
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order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

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

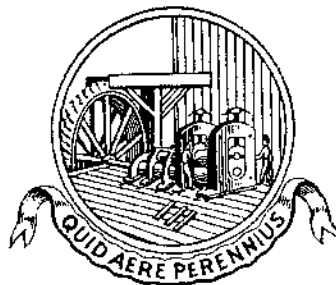
*Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.*

Again, welcome to the City of Waterbury.

Sincerely,

  
Cherie L. Lamb  
Senior Human Resources Generalist  
[clamb@waterburyct.org](mailto:clamb@waterburyct.org)  
CLL/sd

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



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 9, 2019

Rookmani Adolphus  
154 Franklin St.  
Waterbury, CT 06706

Dear Ms. Adolphus:

We are pleased to receive your acceptance of our offer of employment for the position of Lunchroom Aide @ Bunker Hill Elementary School for the Department of Education – Food Service (Requisition #2019775) at \$10.66 per hour.

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

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

We have scheduled your orientation for Thursday, May 16, 2019 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, Room 202, 2<sup>nd</sup> Floor in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 17, 2019 at your regular scheduled time.

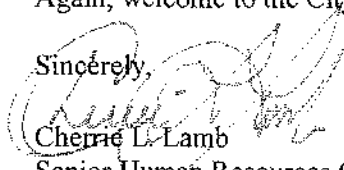
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

  
Cherrie L. Lamb

Senior Human Resources Generalist

[clamb@waterburyct.org](mailto:clamb@waterburyct.org)

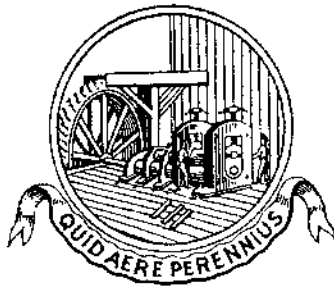
CLL/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools

Linda Franzese, Food Serv. Director

File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 9, 2019

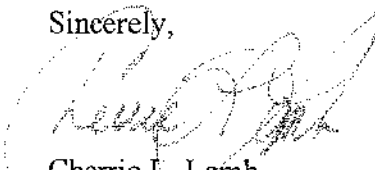
Sarah Carpenter  
35 Wellington Ave.  
Waterbury, CT 06708

Dear Ms. Carpenter:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ North End Middle School (Req. #2019626 - salary in accordance with the WTA contract).

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Sincerely,

  
Cherrie L. Lamb  
Senior Human Resources Generalist  
[clamb@waterburyct.org](mailto:clamb@waterburyct.org)

CLL/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Jacqueline Gilmore, Principal @ NEMS  
file